

**Broward County Commission Regular Meeting**

**49.**

**Meeting Date:** 04/16/2019  
**Director's Name:** Bertha Henry  
**Department:** County Administration

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**Information**

**Requested Action**

**MOTION TO APPROVE** Interlocal Agreement for Transportation Surtax Services between Broward County and The Broward Metropolitan Planning Organization ("MPO"), retroactive to April 1, 2019 through December 31, 2024, providing for the MPO to develop a process to review, rank, and prioritize municipal projects based upon each project's ability to alleviate traffic congestion and enhance connectivity; authorize the Mayor and Clerk to execute the Agreement; authorize the County Administrator to take all administrative and budgetary actions to implement the Agreement.

*(Per the Tuesday Morning Memorandum, Signature Pages have been received.)*

***ACTION: (T-1:07 PM) Approved. (Refer to minutes for full discussion.) (See Yellow-Sheeted Additional Material, dated April 16, 2019, submitted at the request of the Office of the County Attorney.)***

***VOTE: 9-0. Commissioner Geller voted in the affirmative telephonically.***

**Why Action is Necessary**

Contracts between the County and external agencies at this funding level require Board approval.

**What Action Accomplishes**

Facilitates development and implementation of the prioritization process for municipal projects, as contemplated in the Ordinance (Article V, Section 311/2-75).

**Is this Action Goal Related**



Established Commission Goal

**Previous Action Taken**

August 21, 2018 (Item No. 1)

**Summary Explanation/Background**

COUNTY ADMINISTRATION, TRANSPORTATION AND PUBLIC WORKS DEPARTMENTS  
RECOMMEND APPROVAL.

This action is in furtherance of the Board's Value of "[C]ooperatively delivering an efficient and accessible regional intermodal transportation network" and the Goal to: "[S]upport a world-class intermodal transportation system including: a robust and reliable transit level of service, rail, intersection reconfiguration, adaptive signalization, and congestion relief."

On June 5, 2018 (Item No. 74) the County Commission enacted Ordinance No. 2018-29, the Broward County Transportation Surtax Ordinance (Title V, Section 311/2-71), which, among other things, provides a process by which any municipality within Broward County may apply for project funding from surtax proceeds. The process includes a request that the MPO review and rank all municipal projects based on each project's ability to alleviate traffic congestion and enhance connectivity.

The Interlocal Agreement (ILA) entered into among the County, MPO and 30 municipalities in 2018 (Item No. 1, August 21, 2018): establishes the MPO's commitment to review and rank municipal projects; commits that no less than 10% (inclusive of community bus service) of the total surtax proceeds received (the current estimate for total proceeds during the 30-year levy is \$15.6 billion) would be used to fund municipal projects approved by the Oversight Board; and establishes periodic reporting and audit requirements.

On October 9, 2018 (Item No. 41), the Board approved the Final Regional Mobility & Transportation Enhancements Initiative ("Transportation Surtax Plan"), inclusive of the Financial Plan that was reviewed as part of the State's audit of the overall program performance and Transportation Surtax Plan. The Financial Plan breaks out the annual amounts available to participating municipalities in three categories: "City Projects", "City Project Contingency" and "Community Shuttle"; the total of which constitutes, over the 30-year life of the program, approximately 22% of expected revenues.

This Agreement is the result of a series of negotiations with MPO staff and Executive Committee members over the course of six months. The intent of this Agreement is to allow the MPO to use surtax proceeds to "stand up" the operations and systems required to accomplish the MPO's responsibilities as set forth in the Ordinance and existing multi-party ILA. This Agreement's Scope identifies that technical MPO staff paid for using surtax funds will establish municipal project evaluation processes, complete rankings, and transmit recommendations to the County's technical team, so that municipal projects can be funded annually and identified in a five-year plan for approvals. A County staff member will participate in the interviewing process for MPO staff hired using surtax proceeds. MPO technical staff have experience in the review, ranking, prioritization, programming, and coordination of municipal transportation projects and will modify existing processes with which municipalities are familiar to accomplish both the evaluation of projects currently contained in the Plan, as well as implement a process for accepting new applications annually. Early in 2020, the MPO will send the first set of recommendations for municipal projects that should be funded.

The exact municipal prioritization process to be utilized is not set forth in this Agreement, as it must be developed, but general application elements, timeframes, and processes are described in the Scope of Services and Budget.

This Agreement establishes a payment schedule for an initial period of five years in a not-to-exceed amount of \$3,891,009; however, the parties have set forth a process by which the Agreement can be terminated only by mutual consent of both parties within the first five years. Invoices will be reviewed and only payment for actual costs will occur. The County recognizes that the MPO is a federally-funded entity with prescriptive responsibilities and the services provided under this Agreement are outside the MPO's federally-funded responsibilities. As such, the County is agreeing to remit quarterly payments of \$129,610 (escalated annually at 5%), in advance of services being provided, and to use a quarterly and annual invoicing process to "true-up" costs of actual services rendered. Additionally, in recognition of start-up costs and fluctuating levels of service required over the initial term, the County is agreeing to remit a one-time payment in the amount of \$494,235 for non-recurring specialized services necessary to complete the Scope of Services.

The Agreement received unanimous favorable action from the full MPO board on April 11, 2019. It has been reviewed and approved as to form and the County will sign last. The Board will be notified in the Monday Night or Tuesday Morning Memo when the three original, executed Agreements arrive.

A series of business terms sought by municipalities, the MPO, and County are not included in this

Agreement, but are expected to be included as part of amendments to the multi-party ILA entered into in 2018 (Item No. 1, August 21, 2018). Specifically, it is anticipated that these amendments will: (1) allow the 203 municipal rehabilitation and maintenance projects included in the Plan (and any future submissions for rehabilitation and maintenance projects by municipalities) to be funded using a separate process, since they are unlikely to be prioritized in the MPO process (because they do not promote connectivity or alleviate congestion) and; (2) change the existing date of February 2020 for the first set of MPO recommendations to March 2020.

Ordinance amendments and Administrative Code recommendations are anticipated to be brought forward for Board action in May or June.

**Source of Additional Information**

Gretchen Cassini, Assistant County Administrator, (954) 357-7579  
Angela Wallace, Deputy County Attorney, (954) 357-7613

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**Fiscal Impact**

**Fiscal Impact/Cost Summary:**

Fiscal Year 2019 costs associated with MPO services set forth in the agreement will be brought to the Oversight Board for approval on April 25, 2019 and if approved, brought to the Board of County Commission on May 7, 2019. Each subsequent year of the agreement term, funds required to meet the financial obligations set forth in the ILA will be brought to the Oversight Board for approval and subject to appropriation through the County's annual budget process. All funding associated with the Agreement will be budgeted within the Transportation Surtax Trust Fund.

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**Attachments**

Exhibit 1 - Interlocal Agreement for Transportation Surtax Services  
Additional Material - Information

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## **INTERLOCAL AGREEMENT FOR TRANSPORTATION SURTAX SERVICES**

This Interlocal Agreement for Transportation Surtax Services (the "Agreement") is entered into by and between **BROWARD COUNTY**, a political subdivision of the State of Florida (the "County"), and the **BROWARD METROPOLITAN PLANNING ORGANIZATION**, duly organized and existing under Section 339.175, Florida Statutes (the "MPO")(collectively referred to as the "Parties").

### Recitals

A. On June 5, 2018, the Broward County Board of County Commissioners ("County Commission") enacted Ordinance No. 2018-29, the Broward County Transportation Surtax Ordinance, which is codified in Section 31½-71, et seq., Broward County Code of Ordinances (the "Ordinance"), and which levied a one percent (1%) transportation surtax ("Transportation Surtax") subsequently approved by voters on November 6, 2018.

B. The Ordinance provides for the MPO to annually review, rank, and prioritize municipal projects based upon each project's ability to alleviate traffic congestion and enhance connectivity.

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

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

1. The MPO has unique experience in the review, ranking, prioritization, programming, and coordination of municipal transportation projects, which can assist the County in ensuring the efficient and effective expenditure of Transportation Surtax proceeds.
2. The MPO is a signatory to the Transportation System Surtax Interlocal Agreement between the County, MPO, and certain municipalities.
3. The MPO's review, ranking, and prioritization of municipal projects consistent with the Ordinance is outside the MPO's federally funded responsibilities, and the MPO should be compensated for such services by the County, with payment made from Transportation Surtax proceeds.

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

## Agreement

I. **Recitals.** The above-stated Recitals are true and correct and are incorporated herein by this reference.

II. **Scope of Services.** The "Scope of Services," which is Exhibit A to this Agreement, attached hereto and made a part hereof, describes the Transportation Surtax Services the MPO will provide to the County through this Agreement. These services include "core services" necessary to meet the requirements of the Ordinance and Transportation System Surtax Interlocal Agreement among the County, MPO, and Municipalities executed by the County on August 29, 2018, as same may be subsequently amended ("Interlocal").

- A. Nothing in this Agreement establishes the methodologies and criteria to which the MPO will review, rank, and prioritize projects, which pursuant to the Interlocal, is required to be included in an agreement approved by the County, MPO and Municipalities.
- B. If and when the County, MPO, and Municipalities amend the Interlocal, the terms of the Interlocal shall control the relationship of the parties and all new provisions of the Interlocal shall supersede and automatically modify this Agreement.

III. **Funding.** All funding obligations under this Agreement shall be met solely through the use of Transportation Surtax proceeds and funding shall be consistent with applicable law including Section 129.01, Florida Statutes. County's funding obligations hereunder are conditioned upon approval of this Agreement and the expenditures required hereunder by the Oversight Board. A detailed Transportation Surtax Services budget ("Budget"), which is Exhibit B to this Agreement, attached hereto and made a part hereof, describes the maximum fees the County will provide to the MPO pursuant to this Agreement.

- A. **Maximum Amounts.** For all goods and services provided under this Agreement, County will pay the MPO up to a maximum amount of Three Million Eight Hundred Ninety-one Thousand Nine Dollars (\$3,891,009), as further detailed in Exhibit B attached hereto.
- B. Payment shall be made in advance and the funds shall only be used for Services actually performed and completed and costs actually incurred pursuant to this Agreement, as set forth in Exhibit B (Funding).

Notwithstanding any provision to the contrary, if the MPO's expenses of fully performing are less than the annual not-to-exceed amount (as escalated), outlined in Exhibit B attached hereto, the Parties shall, during the first quarter of each new calendar year, provide a balance to each other and the County may, with written notification to the MPO, request a refund of excess funds, allow any excess balance to carry forward, or reduce a

future quarterly payment by the amount of any excess balance.

The MPO is only relieved from performance under the terms of the agreement in the event the County fails to pay the quarterly amounts, adjusted as appropriate, as set forth in Exhibit B.

**IV. Reporting, Audit, and Related Requirements.** As a recipient of transportation surtax proceeds, the MPO will fully comply and otherwise fully cooperate with the auditing, project review, and oversight requirements stated in Section 31½-75, of the Ordinance, as same may be amended by the County (provided that such amendment(s) apply equally to the County), and acknowledge that all of its expenditures of Transportation Surtax proceeds will be consistent with the conditions, if any, of the approval received by the Oversight Board. The scope of any audit of the MPO by the County is limited to Transportation Surtax Services only, and the audit will be paid for by the County. The obligations stated in this paragraph shall survive expiration or earlier termination of this Agreement.

**V. Term of Agreement.** This Agreement shall remain in full force and effect retroactive to April 1, 2019, through December 31, 2024 (the "Initial Term"), with automatic one-year annual renewals beyond the Initial Term.

**VI. Termination.** Either party may terminate this Agreement effective on or after the expiration of the Initial Term by providing the other with written notice of termination at least 270-days' prior to the effective date of the termination. This Agreement may also be terminated as otherwise mutually agreed to by the Parties.

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

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

**IX. Sovereign Immunity.** Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by the Parties nor shall anything included herein be construed as consent by the Parties to be sued by third parties in any matter arising out of this Agreement. The Parties are entities subject to Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their employees pursuant to Section 768.28, Florida Statutes.

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

- A. **Indemnification:** Contractor shall indemnify, hold harmless, and defend County and all of County's officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any

and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the County's Mobility Advancement Program ("MAP") Administrator and the County Attorney, any sums due Contractor under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

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

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

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

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

- A. The Parties will meet through the County Administrator and the MPO Executive Director, or their respective designee(s), in an effort to resolve the dispute; and
- B. If the Parties are still unable to resolve the dispute, the Parties agree to further attempt to resolve the dispute in accordance with the governmental conflict procedures specified in Chapter 164, Florida Statutes, or such other process mutually agreed upon in writing by the County and the MPO (the County Administrator is authorized to so agree on behalf of the County).

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

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

**XIV. Further Actions.** If an audit conducted in connection herewith or in connection with Section 31½ -75, of the Ordinance, documents any misspent funds or other violation of this Agreement, the party in violation shall promptly take all reasonable and required actions to correct the violation. This provision shall survive the expiration or earlier termination of this Agreement.

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



As to the County: Broward County Administrator  
Governmental Center, Room 409  
115 South Andrews Avenue  
Fort Lauderdale, FL. 33301  
Current e-mail: [bhenry@broward.org](mailto:bhenry@broward.org)

With a copy to: Broward County Attorney  
Current e-mail: [ameyers@broward.org](mailto:ameyers@broward.org)

MPO: MPO Executive Director  
100 W. Cypress Creek Road  
6<sup>th</sup> Floor, Suite 650  
Fort Lauderdale, FL. 33309  
Current e-mail: [stuartg@browardmpo.org](mailto:stuartg@browardmpo.org)

With a copy to: MPO General Counsel  
Current e-mail: [agabriel@wsh-law.com](mailto:agabriel@wsh-law.com)

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

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

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

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

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

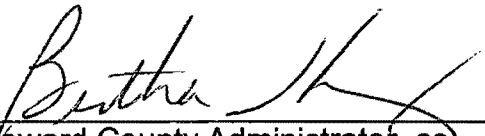
**XXI. Representation of Authority.** Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

**XXII.** Nothing in this Agreement in any way increases the County's obligation to fund municipal projects in any amount beyond which the County is obligated to fund municipal projects as stated in the Interlocal.

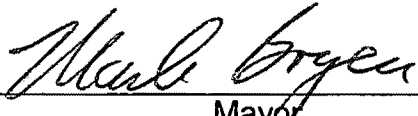
IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, by its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same by Board action on the 10<sup>th</sup> day of April, 2019; and MPO signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the date identified on its signature page.

**BROWARD COUNTY**

ATTEST:

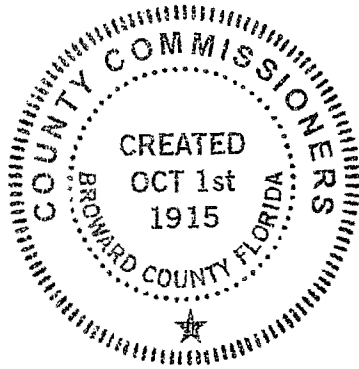
  
Betha H. [unclear]  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

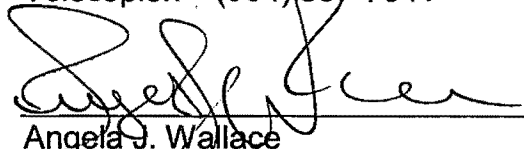
BROWARD COUNTY, by and  
through its Board of County  
Commissioners

By   
Mark Bryer  
Mayor  
25 day of April, 2019

Approved as to form by:

Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue Fort  
Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641



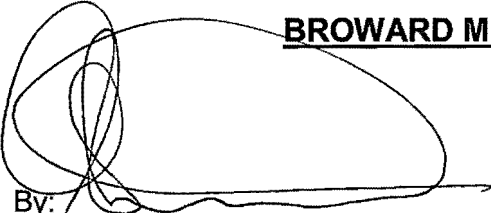
By:   
Angela J. Wallace  
Deputy County Attorney

12<sup>th</sup> day of April, 2019

AJW  
MPO-CountyTransportationSurtaxILA  
04-10-19

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: MPO, by its Board, signing by and through its Chair and Executive Director, attested to and duly authorized to execute same by Board action on the 11<sup>th</sup> day of APRIL, 2019; and COUNTY, signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the date identified on its signature page.

**BROWARD METROPOLITAN PLANNING ORGANIZATION**

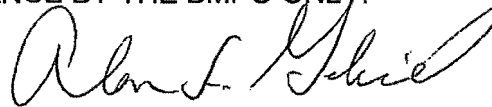
By:   
\_\_\_\_\_  
Gregory Stuart, Executive Director

By:   
\_\_\_\_\_  
Richard Blattner, Chair

This 11 day of APRIL 2019.

This 11 day of APRIL 2019.

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

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

## **Exhibit A – Scope of Services**

### **For Municipal Projects currently contained within the Surtax Financial Plan**

The MPO will annually review, rank and prioritize the eligible the 709 municipal projects included in the exhibit attached to the Interlocal, based on their ability to alleviate congestion and improve connectivity and other measures such as the project's readiness for funding to the full extent consistent with the Interlocal. MPO review will not include Community Shuttle. If the review, ranking, and prioritization criteria change under the Ordinance or Interlocal, as applicable, this Agreement shall be deemed to be automatically amended to incorporate the revised criteria.

The MPO, in order to provide services to the County to meet the initial February 1, 2020, deadline for MPO prioritized municipal projects to be submitted to the County, will, to the greatest extent practical, utilize the existing Complete Streets and Other Localized Initiatives Program (CSLIP) and 2045 Metropolitan Transportation Plan (MTP) project application, review, rank and prioritization processes to develop the Municipal Project Prioritization Process (MP3). Neither CSLIP nor MTP processes directly address the specific intent of the Ordinance to review, rank and prioritize projects based upon their ability to alleviate traffic congestion and enhance connectivity, so modifications to the analysis will be required. The MPO will utilize to the greatest extent possible a modified CSLIP project submittal form (see Attachment 1 to Exhibit A). The MPO anticipates using an on-line application process for municipalities to submit the necessary information to review, rank and prioritize eligible Municipal Projects.

The County's new Mobility Advancement Plans (MAP) administration, organized to oversee and support the Ordinance, will utilize a team of transportation planning experts to evaluate the recommendations based on revenue forecasts, economic analyses, corridor delivery modeling, and other relevant factors. A five-year plan, incorporating Municipal, County, State, and MPO projects that rely on surtax revenues will then be developed and presented to the Oversight Board for eligibility review under Section 212.055(1)(d), F.S., consistent with Section 31 ½ -75, of the Ordinance by July 1, 2020. The five-year MAP plan will act as the basis for annual surtax funding appropriations and are intended to offer all recipients of surtax funds a level of certainty in long-range programming and planning for transportation projects and surtax revenues.

The MPO and County will actively coordinate to ensure recommended municipal projects are included in the five-year MAP plan developed and presented to the Oversight Board for approval of projects and proposed expenditures and ultimately forming the basis for annual appropriations requests to the County Commission.

### **For New Municipal Projects not contained within the Surtax Financial Plan:**

The MPO will work with the County to develop an annual process that allows municipalities to submit eligible projects for MPO review, ranking, and prioritization. This application process will provide an option for municipalities to "swap out" one or more of their existing eligible projects with a new project of similar cost, with the County's written consent. This process will be available commencing with the February 2021 annual municipal projects evaluation cycle.

The County, through MAP Administration, will prepare a budget, annually, to be approved in the

normal course of the County's budget process, which includes municipal projects that have been prioritized by the MPO staff and approved as eligible for funding by the Independent Transportation Surtax Oversight Board, in any given fiscal year. Municipalities will be notified by the MPO and County individually, and collectively, at each stage of the budget processes so they are full, participating partners and will have a level of certainty regarding a five-year project and revenue forecast.

The MPO municipal application for evaluating city projects *not currently contained in the Surtax Plan* must be approved by the County Commission per Article V, Section 31 ½ -75 of the Ordinance. Action on this Agreement satisfies the County approval contemplated in Section 31 ½ -75 of the Ordinance. The application process attached as Attachment 1 to Exhibit A will be modified to create the MP3. Subsequent modifications may be made, as necessary, to address changing conditions in the community or at the federal level, but any modifications thereto must be presented to the County Commission for approval. Changes to the application process shall be jointly presented by the Parties to the Broward City and County Managers Association, and the Broward League of Cities, prior to being presented to the County Commission for formal approval and prior to being implemented.

#### **Project Readiness Checklist**

The MPO will work with the County and municipalities to create a project readiness checklist that may include: (1) a detailed project budget including (a) planning level cost estimates, (b) phased cost estimates for each element of the project, if applicable, (c) details regarding match or other expected revenues to be brought to the project; (2) anticipated project timeline; (3) assessment of shovel-readiness; (4) documentation of anticipated right-of-way availability or acquisition needs; (5) exact location of project (for GIS mapping purposes); (6) resolution of support from the municipality; (7) project contact name, email, phone; (8) need for utility relocations identified and utility ownership noted, and; (9) any other relevant data available to the MPO staff. Portions of this work may be completed prior to review, rank, and prioritization but portions will be post prioritization with emphasis on projects included in the five-year program.

#### **Municipal Projects during Construction**

The County may request MPO staff or their contractors, paid for with transportation surtax proceeds, to be assigned to work and coordinate with project teams throughout corridor construction.

#### **Other**

The Parties will regularly brief the MPO's Board, at least two (2) times per year, and Technical Advisory and Citizens Advisory Committees, at least four (4) times per year, on the status of the MPO's work to review, rank and prioritize municipal projects.

The MPO and County will each designate a staff point of contact for this work to ensure effective communication.

The MPO will assign a Project Manager (PM) to manage the Transportation Surtax Services.

The County may designate one (1) MAP staff member to participate in the interviewing and selection of MPO staff to be paid exclusively with transportation surtax proceeds and contractors to be paid using transportation surtax proceeds.

## ATTACHMENT 1

# Application Question List



**[Text]** - Answer to make question relevant.

**[Text]** - Question type.

**\*#** - Character limit. (see limit number in question)

**List #** - Question has a set list of selectable answers. Selection lists are available at the end of this document. (see list number in question)

### Page 1: Introduction

- Have you reviewed the text above and all information available on the Broward MPO's CSLIP website? **[Yes/No]** -

### Page 2: General Information

- Project name **[Short Answer \*40]** -
- Of the four project categories, select the one that best represents the project. **[Select One: List 1]** -
- Please provide a brief description of the project. **[Short Answer \*200]** -
- Select the agency that you are applying on behalf of. **[Select One: List 2]** -
  - **[If Other]** Which agency? **[Short Answer]** -
- Will your agency be submitting multiple applications this Cycle? **[Yes/No]** -
  - **[If Yes]** Will there be a prioritization of these applications? **[Yes/No]** -
- Is this a joint application? **[Yes/No]** -
  - **[If Yes]** List partner agency(s) **[Short Answer]** -

### Page 3: Applicant Information

- Applicant's name **[Short Answer]** -
- Applicant's email address **[Short Answer]** -
- Will you be the main contact moving forward? **[Yes/No]** -
  - **[If No]** Main contact's name **[Short Answer]** -
  - **[If No]** Main contact's email address **[Short Answer]** -

### Page 4: Facility Location and Limits

- Facility name(s) **[Short Answer]** -
- Project limits **[Short Answer]** -
- Please denote the project's general location. **[Map Location]** -

# Application Question List



## Page 5: Eligibility Verification Criteria

- Facility type [Select One: List 3] -
  - [If Other] Describe the facility type. [Short Answer \*30] -
- Does your agency own the facility for the full extent of this project? [Yes/No] -
  - [If No] Please select the other owner(s). [Select Multiple: List 4] -
    - [If Other] Please denote the owner of the facility [Short Answer] -
- Is the project able to be constructed within the constraints of the Right of Way (ROW)? [Yes/No] -
- Is the applicant prepared to fund the operations and maintenance (O&M) associated with the project? [Yes/No] -
  - [If No] Is another agency prepared to fund the O&M? [Yes/No] -
- Provide a brief description of how community support for this project was gathered and evaluated, including consideration from Title VI and Environmental Justice populations. [Short Answer \*1000] -

## Page 6: Facility Description

- Existing ROW width [Number] -
- Existing number of travel lanes [Number] -
- Proposed number of travel lanes [Number] -
- Existing lane width [Number] -
- Proposed lane width [Number] -
- Existing total roadway width [Number] -
- Proposed total roadway width [Number] -
- Posted speed limit [Number] -
- Design speed [Number] -
- Proposed changes to curb and gutter? [Yes/No] -

## Page 7: Project Elements: Selection

- Select all of the project elements that apply to your project. [Select Multiple: List 5] -

## Page 8: Project Elements: Descriptions

- [If Selected on Page 7] In the space provided under each element, please write a description of the improvements that you are proposing regarding that specific element. Be as descriptive as possible (e.g. lengths, widths, heights, materials, locations, etc.) [Each Selected - Short Answer \*1000]
  - Access Management



# Application Question List



- o ADA
- o Bicycle Lanes
- o Bicycle Rack
- o Bridge (Pedestrian)
- o Bus Infrastructure
- o Bus Shelter
- o Crosswalk
- o Drainage
- o Information Management
- o Intersection Improvements
- o Landscape
- o Lighting (Pedestrian)
- o Median
- o Mobility Hub
- o Multi-Use Path
- o Railroad Crossing
- o Roadway Improvement
- o School Zone (Flashing Signal)
- o Sidewalk
- o Signalization (Pedestrian)
- o Signalization (Traffic)
- o Traffic Calming
- o Utility Coordination/Relocation

## Page 9: Purpose and Need

- The project solves the problem of... [Short Answer \*10000] - EXAMPLE: recent rapid growth in the western section of Broward County and resultant traffic congestion on east-west facilities."
- The project is the best solution because... [Short Answer \*10000] - EXAMPLE: it fulfills the desires of the residents of Broward County and supports economic growth and development, and ensures compatibility between land use policies and transit service.
- The project fulfills Commitment 2040 goals and objectives by... [Short Answer \*10000] - EXAMPLE: providing transit service to improve the ability of residents and workers to get to places faster (move people and goods) and support economic growth and development (create jobs), and get people out of their cars, which lead to reduced congestion and vehicle emissions (strengthen communities).

## Page 10: Project Cost

- Estimated total project cost (use present day cost) [Number] -
- Estimated total construction cost (use present day cost) [Number] -
- Estimated annual O&M costs (use present day cost) [Number] -

# Application Question List



## Page 11: Document Upload

- Project Location Map [Document Upload]
- Existing & Proposed typical section(s) for this project [Document Upload]
- Map(s) denoting the Right-of-Way for the project [Document Upload]
- Resolution from the applicant's governing board approving the specific project [Document Upload]
- Resolution from the governing board that has ownership of the associated right-of-way where the project is proposed approving the specific project [Document Upload]
- Resolution from the responsible governing board confirming commitment to fund the project's O&M [Document Upload]
- Public support [Document Upload]
- Completed FDOT Cost Estimate Form [Document Upload]
- Page(s) from local plan or program that references the project [Document Upload]
- Provide any supporting data and technical analysis referenced in the Purpose and Need. [Document Upload]
- If the project is part of a Broward MPO endorsed corridor study, upload page(s) where the project is referenced. [Document Upload]
- If the project is adjacent to any upcoming or currently underway projects, then provide available documentation verifying adjacent projects. [Document Upload]

## Page 12: End

- By selecting "Agree" below, you are stating that you have filled out this application to the best of your abilities using the most accurate information available to you. If you select "Decline" below, your application may become ineligible for programming through the Complete Streets and other Localized Initiatives Program (CSLIP). [Agree/Disagree] -

# Application Question List



## "Selection List"

### List 1

- Complete Streets
- Safety Security
- Sustainability Initiatives
- Technology Advancements

### List 2

- City of Coconut Creek
- Cooper City
- City of Coral Springs
- City of Dania Beach
- Town of Davie
- City of Deerfield Beach
- City of Fort Lauderdale
- City of Hallandale Beach
- Town of Hillsboro Beach
- City of Hollywood
- City of Lauderdale Lakes
- Town of Lauderdale-by-the-Sea
- City of Lauderhill
- Village of Lazy Lake
- City of Lighthouse Point
- City of Margate
- City of Miramar
- City of North Lauderdale
- City of Oakland Park
- City of Parkland
- Town of Pembroke Park
- City of Pembroke Pines
- City of Plantation
- City of Pompano Beach
- Village of Sea Ranch Lakes
- Town of Southwest Ranches
- City of Sunrise
- City of Tamarac
- City of West Park
- City of Weston
- City of Wilton Manors
- Broward County
- Broward County Transit (BCT)
- South Florida Regional Transportation Authority (SFRTA)

# Application Question List



- Broward County Public Schools
- Other

## List 3

- Road
- Greenway
- Other

## List 4

- FDOT
- Broward County
- Other Agency

## List 5

- Access Management
- ADA
- Bicycle Lanes
- Bicycle Rack
- Bridge (Pedestrian)
- Bus Infrastructure
- Bus Shelter
- Crosswalk
- Drainage
- Information Management
- Intersection Improvements
- Landscape
- Lighting (Pedestrian)
- Median
- Mobility Hub
- Multi-Use Path
- Railroad Crossing
- Roadway Improvement
- School Zone (Flashing Signal)
- Sidewalk
- Signalization (Pedestrian)
- Signalization (Traffic)
- Traffic Calming
- Utility Coordination/Relocation

## **Exhibit B - Funding**

The County will pay the MPO annually by calendar year for Transportation Surtax Services a maximum not to exceed amount of \$518,440, which will escalate at the rate of 5% per calendar year. The County will transfer to the MPO on a quarterly basis throughout the term of the Agreement a maximum not to exceed amount of \$129,610 per quarter (as escalated), due and payable on January 1, April 1, July 1, and October 1 of each year.

In addition to the payments referenced in the above paragraph, within 30 days of complete execution of this Agreement by the Parties, the County will provide a one-time payment to the MPO in the amount of \$494,235 for non-recurring specialized services and start-up costs necessary to complete the Scope of Services (Exhibit A) during the Initial Term of the Agreement (April 1, 2019 to December 31, 2024). At the same time, the County will remit the April 1, 2019, quarterly payment of \$129,610. Only three (3) quarterly payments will be due during calendar year 2019 as the Agreement becomes effective on April 1, 2019. That notwithstanding, the first 5% escalation shall occur in connection with the January 1, 2020 payment.

In the event the Agreement is terminated by either party, MPO shall be paid for services provided and actual costs incurred through the effective date of the termination, the amount due to the MPO for the year in which the termination is effectuated shall be pro-rated through the effective date of termination, and any funds paid by the County in excess of the amount due the MPO shall be refunded by the MPO to the County within ninety (90) days after the effective date of the termination. If the MPO's expenses of fully performing are less than the annual not-to-exceed amount referenced above (as escalated), the Parties shall, during the first quarter of each new calendar year, provide a balance to each other and the County may, with written notification to the MPO, request a refund of excess funds, allow any excess balance to carry forward, or reduce a future quarterly payment by the amount of any excess balance. Any portion of the one-time payment for non-recurring specialized services and start-up costs that have not been spent or allocated by the MPO shall be refunded by the MPO to the County within ninety (90) days after the effective date of the termination or expiration (as applicable) of the Agreement.

The County and MPO will work cooperatively to develop an invoice format acceptable to both Parties to document actual costs. Invoices submitted by the MPO must be reviewed by the County and, within thirty (30) days after submittal by the MPO, the County shall notify the MPO, in writing, as to whether the invoice is accepted by the County. If not accepted, the County's notice shall identify the specific issues to be corrected. The MPO will correct, revise, and resubmit the invoice to the County for further review. The MPO may invoice the County as often as it deems appropriate, but no more frequently than once per month. The County will submit payment for future services to be provided and secured by the MPO, and the MPO will pay its contractors within fifteen (15) days following receipt of payment from the County for service provided by the contractor pursuant to this Agreement. The Parties will each maintain a running balance of all payments to the MPO and MPO invoices submitted to the County. The Parties shall annually, during the first quarter of the new calendar year, provide a balance to each other and the County may, with written notification to the MPO, request a refund of excess funds, allow any excess balance to carry forward, or reduce a future quarterly payment by the amount of any excess balance. In no case shall the MPO provide services, regardless of Scope or other terms of this Agreement, when funds are not available in the MPO's account at the time the services are performed, or the services would exceed the annual budget.

Actual costs are defined as hourly rates of consultants, contractors, and subcontractors, legal services, technology, software as a service, and fixed assets purchased with surtax funds are

the amounts invoiced to the MPO by the contractors, consistent with their MPO contract, for work performed on and/or in support of the Transportation Surtax Services. Timesheet-based hours of work by MPO employees on the Transportation Surtax Services will be multiplied by their then current hourly salary rate multiplied by the MPO's overhead rate. Salaries of MPO staff performing work under this Agreement will be actual salaries, as adjusted from time to time consistent with the MPO compensation policies as may be approved by the MPO Board for the entire organization. The MPO overhead rate is 0.50 and covers costs such as building rents, office furniture, computers, software licenses, office supplies, Information Technology, etc. for employees of the MPO who may provide support for surtax-funded staff and activities.

## **Exhibit C - Insurance**

The MPO to carry at least \$3,000,000 limit in general liability insurance.

Contractors to carry at least \$2,000,000 in commercial comprehensive general liability insurance.

**ITEM #49**

**ADDITIONAL MATERIAL**

**Regular Meeting**

**APRIL 16, 2019**

**SUBMITTED AT THE REQUEST OF**

**OFFICE OF THE COUNTY ATTORNEY**



**MEMORANDUM**

**TO:** Board of County Commissioners

**FROM:** Angela J. Wallace, Deputy County Attorney *AJW*

**DATE:** April 15, 2019

**RE:** **Interlocal Agreement for MPO Transportation Surtax Services; Item 49 on the April 16, 2019, County Commission Agenda**  
**CAO File: 19-026.00**

The Interlocal Agreement between the County and the Broward Metropolitan Planning Organization (MPO) for Transportation Surtax Services was approved by the MPO Board on April 11, 2019 (MPO ILA). The MPO ILA provides for the MPO to review, rank, and prioritize the 709 municipal projects that are included in the Transportation Surtax Plan, approved by the County Commission on October 9, 2018, as referenced in the Transportation Surtax Interlocal Agreement among the County, MPO, and municipalities (2018 Surtax ILA), based upon each project's ability to promote connectivity and alleviate traffic congestion. The MPO ILA includes a five-year initial term with no ability to terminate during that period (absent contractual breach).

In response to requests from municipalities, a previous version of the MPO ILA had removed the 203 municipal rehabilitation and maintenance projects (involving the maintenance or rehabilitation of roads, sidewalks, bike paths, drainage, etc.) from the MPO prioritization process because those projects do not alleviate traffic congestion or enhance connectivity and therefore would not receive a prioritized ranking. Concerns regarding potential legal challenges to the previous version of the MPO ILA prompted this Office to propose language that made the County's obligations contingent upon the occurrence of specific events; the MPO rejected this proposed language. The Office proposed revised language that was approved by the MPO and included in the ILA, which language in our opinion adequately mitigates legal risk while still enabling the MPO to proceed with the start-up activities required to implement the MPO ILA.

Board of County Commissioners  
April 15, 2019  
Page 2

Pursuant to the terms of the 2018 Surtax ILA, the MPO's obligation thereunder is subject to approval of both the MPO ILA and a separate agreement among the County, MPO, and the Municipalities that establishes the methodologies and criteria pursuant to which the MPO will review, rank, and prioritize the applicable projects. It is anticipated that an amendment to the 2018 Surtax ILA will soon be prepared that will, among other things, address those methodologies/criteria and address the process for funding the 203 municipal rehabilitation and maintenance projects.

Please feel free to contact me (extension 7613) or the County Attorney with any questions or concerns regarding this matter.

AJW/hb

c: Bertha Henry, County Administrator  
Bob Melton, County Auditor  
Andrew J. Meyers, County Attorney



Broward County  
REQUEST TO SPEAK AT PUBLIC HEARING

(Please Print)

4/9  
AGENDA ITEM #

Name: Russell Rand

Address: ON FILE  
Street (Apt.) (City) (Zip Code)

Phone: \_\_\_\_\_

Are you representing an organization?  Yes  No

If "YES", name: \_\_\_\_\_

Are you a Registered Lobbyist with Broward County?  Yes  No

Control No. AA-100 (Rev. 10/02)