

INTERLOCAL AGREEMENT

BETWEEN THE

BROWARD METROPOLITAN PLANNING ORGANIZATION

AND THE

CITY OF <INSERT GOVERNMENT>, FLORIDA

FOR

TRANSPORTATION PLANNING SERVICES

THIS INTERLOCAL AGREEMENT (“Agreement”) dated this [redacted] day of [redacted], 2018, by and between the **BROWARD METROPOLITAN PLANNING ORGANIZATION** (“BMPO”), and the **CITY OF <INSERT GOVERNMENT>, FLORIDA**, a municipal corporation organized under the laws of the State of Florida (“City”) for transportation planning services (“Services”).

WITNESSETH:

WHEREAS, Section 339.175, Florida Statutes, provides for the designation of a minimum of one metropolitan planning organization for each urbanized area of the state and the creation and operation of such metropolitan planning organizations pursuant to an interlocal agreement entered into pursuant to Section 163.01, Florida Statutes; and

WHEREAS, the Governor of Florida has designated the BMPO as the metropolitan planning organization for the urbanized area within Broward County and the BMPO is duly created and operated pursuant to an interlocal agreement between the Florida Department of Transportation and the affected units of general purpose local governments within the urbanized area within Broward County; and

WHEREAS, Section 339.175(2), Florida Statutes, provides that the BMPO 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 BMPO; and

WHEREAS, the BMPO is a legally independent government entity distinct from the City and is authorized pursuant to Sections 339.175(6)(g) and 163.01, Florida Statutes, and has the authority to contract with the City for the provision of certain services to accomplish its metropolitan planning and programing duties and administrative functions all within the parameters as specified in this Agreement; and

46 **WHEREAS**, it is the purpose and intent of this Agreement, to permit the City and the
47 BMPO to make the most efficient use of their respective powers, resources and capabilities by
48 enabling them to cooperate on the basis of mutual advantage and provide a means by which the
49 parties may exercise their respective powers, privileges and authorities that they share in common
50 and that each might exercise separately; and
51

52 **WHEREAS**, the BMPO has expertise in metropolitan planning, land use analysis, and
53 experience performing transportation/transit studies; public outreach and engagement, submitting
54 for and obtaining transportation/transit related grants including the associated grant administration;
55 and
56

57 **WHEREAS**, the City is seeking appropriate expertise in metropolitan planning, land use
58 analysis, experience performing transportation/transit studies, public outreach and engagement,
59 submitting for and obtaining transportation/transit related grants, and associated grant
60 administration to better serve its present and future needs; and
61

62 **WHEREAS**, due to the expertise required to reasonably perform the Services and
63 necessary intergovernmental coordination between jurisdictions, the City desires to obtain these
64 Services from the BMPO, as may be required from time to time by the City, and the BMPO is
65 authorized by Sections 339.175(6)(g) and 163.01, Florida Statutes, to contract with the City for
66 same; and
67

68 **WHEREAS**, in addition to the BMPO’s “in house/staff” transportation expertise, the
69 BMPO has ongoing agreements with general transportation planning consultants that will be
70 available to the City under the terms of this Agreement. These consultants were competitively
71 procured in accordance with BMPO rules and State law; and
72

73 **WHEREAS**, the City and the BMPO will mutually agree to and subsequently approve the
74 Scope of Services as specified herein, to perform the Services as may be requested by the City
75 from time to time as outlined herein this Agreement; and
76

77 **WHEREAS**, the City agrees to compensate the BMPO for services rendered on behalf and
78 at the request of the City as outlined herein this Agreement; and
79

80 **WHEREAS**, on _____, 2018, the City Commission authorized the Mayor
81 and City Manager to execute this Agreement with the BMPO to perform these Transportation
82 Planning Services as hereinafter described; and
83

84 **WHEREAS**, on _____, 2018, the BMPO Board authorized the appropriate
85 BMPO officials to execute this Agreement with the City to perform these Services as hereinafter
86 described; and
87

88 **WHEREAS**, the BMPO and the City desire to enter into this Agreement to define the
89 Services to be provided to the City by the BMPO and the duties and obligations of each party to
90 the other are set forth therein.

91
92 **NOW, THEREFORE,** in consideration of the mutual terms, conditions, promises and
93 mutual covenants and undertakings set forth herein, and for such other good and valuable
94 consideration, the receipt and sufficiency of which is hereby acknowledged, the BMPO and City
95 agree as follows:
96

97 **SECTION 1**
98 **DEFINITIONS AND IDENTIFICATIONS**
99

100 For purposes of this Agreement, reference to one gender shall include the other, use of the
101 plural shall include the singular, and use of the singular shall include the plural. The following
102 definitions apply unless the context in which the work or phrase is used requires a different
103 definition:
104

- 105 1.1 “Agreement” -- means this document, Sections 1 through 10, inclusive. Other terms and
106 conditions are included in the exhibits and documents that are expressly incorporated by
107 reference.
108
- 109 1.2 “BMPO” -- The Broward Metropolitan Planning Organization is the federally designated
110 transportation policy-making board for Broward County, Florida.
111
- 112 1.3 “BMPO Board” – The Broward Metropolitan Planning Organization governing Board.
113
- 114 1.4 “City” -- The City of <Insert Government>, Florida, a municipal corporation of the State
115 of Florida.
116
- 117 1.5 “Contract Administrator” -- The Broward Metropolitan Planning Organization Executive
118 Director and the City Manager shall each designate a Contract Administrator. The primary
119 responsibilities of each Contract Administrator is to coordinate and communicate with the
120 other Contract Administrator and to manage and supervise execution and completion of
121 the Scope of Services and the terms and conditions of this Agreement as set forth herein.
122 In the administration of this Agreement, as contracted with matters of policy, all parties
123 may rely on the instructions or determination made by the Contract Administrator;
124 provided, however, that such instructions and determinations do not change the Scope of
125 Services.
126
- 127 1.6 “Recitals” -- The Whereas recitals set forth above are true and correct and are incorporated
128 herein.
129
- 130 1.7 “Services” – The term services shall mean transportation planning service including, but
131 not limited to, metropolitan planning, land use analysis, transportation/transit studies,
132 public outreach and engagement, submitting for and obtaining transportation/transit related
133 grants, and associated grant administration.
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135 **SECTION 2**

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PURPOSE

- 2.1 PURPOSE. This Agreement is for the purpose of authorizing the BMPO to provide Services to the City in exchange for consideration under the terms contained in this Agreement.
- 2.2 The BMPO shall provide Services to the City to assist in managing the continuing, cooperative and comprehensive metropolitan planning process for the City. The City shall compensate the BMPO for the Services rendered as provided in Section 4.

**SECTION 3
 SCOPE OF SERVICES**

3.1 BMPO will provide comprehensive transportation planning services to the City as specified in **Exhibit A**, Scope of Services. The City may, but is not required to, enter into an agreement for any one, or any combination of these Services. The City reserves the right, at its sole discretion, to use the services of another consultant to complete any of these Services included in this Agreement.

**SECTION 4
 AUTHORIZATION OF SERVICES**

- 4.1 When the need for Services for a project occurs, the City may, at its sole discretion, enter into negotiations with the BMPO for such project under the terms and conditions of this Agreement. The City shall initiate said negotiations by providing the BMPO with a task work order request . The BMPO may, at its sole discretion, provide a task work order proposal to the City which shall conform to the requirements of Section 4.2 below.
- 4.2. The task work order proposal provided by the BMPO will include but not be limited to the following negotiated terms:
 - A The Scope of Services;
 - B. The deliverables (e.g. report, drawings, specifications, cost estimates, etc.);
 - C. The time and schedule of performance and term;
 - D. The method and amount of compensation;
 - E The personnel assigned to the Specific Project, including, but not limited to: BMPO’s Project Manager, other staff and consultants, which the City will have the right to reject in its sole discretion; and,
- 4.3 The Community Development Director or other designee of the City Manager is authorized to negotiate and execute task work order proposals that are \$10,000 or less. The City Manager is authorized to negotiate and execute task work order proposals that do not to exceed \$25,000.

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**SECTION 5
COMPENSATION**

5.1 In consideration for the Services provided by the BMPO to the City, the City shall pay or reimburse the BMPO for all costs incurred by the BMPO for the Services described in any mutually agreed and accepted task work order.

5.2 The City agrees to compensate the BMPO for the Services in the amount as outlined and approved by each task work order for related Services. The BMPO will be paid based on the rates and schedules as set forth in Exhibit “A” for these Services. The Parties agree that the City will commence paying the fee(s), as specified in this Section 5, to the BMPO when Services are provided for an approved task work order requested by the City. The BMPO acknowledges and accepts the agreed compensation to be reasonable payment or reimbursement to the BMPO for the Services.

5.3 The BMPO agrees to invoice the City and the City agrees to make payment to the BMPO for the Services rendered to the City as defined in Section 5.2. BMPO shall invoice on a monthly basis and include the task work order, project name if applicable, nature of the services performed, the date the work was performed, the total number of hours of work performed, and the name of the individuals performing same.

5.4 Payments from the City shall be made to the BMPO at the address provided in the notice section contained herein.

5.5 City shall pay the BMPO in accordance with the Florida Prompt Payment Act.

**SECTION 6
BMPO’s RESPONSIBILITY**

6.1 The BMPO agrees to provide Services to the City pursuant to applicable federal, state and local laws, codes, rules and regulations. Services are set forth in Section 2 of this Agreement. The BMPO shall also be responsible for the administration and overall coordination required for these Services. The BMPO’s staff shall provide Services pursuant to this Agreement in a professional, courteous, effective and efficient manner.

6.2 OVERSIGHT AND EVALUATION. BMPO will coordinate with City so that BMPO and City may evaluate the Services provided annually. BMPO will take reasonable care to ensure that Services meet City’s satisfaction. BMPO shall use its consultants as well as its own employees, personnel, building space, equipment and facilities in performing this Agreement. In providing

226 Services under this Agreement, BMPO's staff shall not be under the supervision or control of the
227 City except as specified under this Agreement or as may be described in any mutually agreed and
228 accepted task work order. BMPO shall pay all compensation, employee benefits, taxes, insurance,
229 social security, and unemployment insurance for its employees. BMPO's staff shall be considered
230 employees of BMPO for all purposes, and shall not be considered employees of City for any
231 purpose. All necessary disciplinary actions shall be at the exclusive discretion of and be
232 implemented by BMPO.
233

234
235 6.3 BMPO shall timely fulfill, or cause to be fulfilled, all of the conditions expressed in this
236 Agreement and as outlined and approved by each mutually agreed and accepted task work order.

237 6.5 The BMPO shall perform various activities/tasks related to the Services, as detailed in each
238 subsequent mutually agreed and accepted task work order.
239

240 6.6 The BMPO shall have no obligation to independently fund the costs of the Services.
241
242

243 **SECTION 7**
244 **CITY's RESPONSIBILITY**
245

246 7.1 The City shall prepare and submit to the BMPO written task work order proposal requests
247 for Services when warranted by the City, together with all related supporting documentation
248 necessary to perform the requested Services consistent with applicable federal, state and local laws,
249 codes, rules and regulations.
250

251 7.2 The City agrees that the BMPO is not responsible for any City liability and is only
252 responsible for providing the City with Services as requested by the City from time to time.
253

254 7.3 The City agrees to furnish the BMPO any documents required to satisfy and complete the
255 agreed Services as outlined and approved by each mutually agreed and accepted task work order
256 for related Services.
257

258 7.4 The City agrees that it shall take no actions that would impede or prevent the BMPO from
259 complying with the terms of this Agreement or any mutually agreed and accepted task work
260 order(s).
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263 **SECTION 8**
264 **TERM AND TERMINATION**
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268 8.1 This Agreement shall commence on the date this instrument is fully executed by all parties
269 and shall end five (5) years from the executed date unless and until terminated pursuant to Section

270 6 of this Agreement. Subject to BMPO’s mutual consent, the City reserves the right to renew this
271 Agreement for one (1) additional five-year period under the same terms and conditions. To extend
272 the Agreement, the City, if it so desires, shall submit written notice of its intent to renew this
273 Agreement to the BMPO, a minimum of 90 days prior to the end of the initial five (5) year term.
274 The BMPO may respond to the City within thirty (30) days or it shall be understood that this
275 Agreement shall not be extended.
276

277 8.2 Either party may terminate this Agreement for convenience at any time with one hundred
278 twenty (120) days prior written notice to the other, to terminate this Agreement without penalty or
279 recourse, in which event the effective termination date of this Agreement will be at the end of the
280 one hundred twenty (120) day period following the date of receipt of the written notice of
281 termination.
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283 8.3 In the event of a default by either party, the non-defaulting party shall notify the other party,
284 in writing of the default and of the time to cure the default (“Notice to Cure”). If such default is
285 not cured, or sufficient effort is not made by the defaulting party, as determined solely by the non-
286 defaulting party, to cure said default within thirty (30) business days after the date of the Notice to
287 Cure, the non-defaulting party may terminate this Agreement upon sixty (60) days written notice
288 to the other party.
289

290 8.4 Upon termination of this Agreement, each party shall turn over to the other party within a
291 reasonable period of time (not to exceed 90 days) all records held by it with respect to this
292 Agreement.
293

294 8.5 In the event Services are scheduled to end either by Agreement expiration or by termination
295 by the City (at the City’s Discretion), the BMPO shall continue the agreed upon Services, if
296 requested by the City, until new services can be completely operational. At no time shall this
297 transitional period extend more than 90 days beyond the expiration date of the existing Agreement.
298

299 8.6 In the event this Agreement is terminated for any reason, including Agreement expiration,
300 the BMPO shall be paid for any Services performed to the date the Agreement is terminated; however,
301 upon being notified of the City’s election to terminate, the BMPO shall refrain from performing
302 further Services or incurring additional expenses under the terms of this Agreement, unless
303 otherwise specifically requested by City.
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306 **SECTION 9**
307 **EFFECTIVE DATE**
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309 The Agreement shall be effective as of , 2018 and the City Clerk shall file a
310 fully executed copy of this Agreement with the Clerk of the Circuit Court of Broward County,
311 Florida, pursuant to Chapter 163, Part 1, Florida Statutes.
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314 **SECTION 10**

**INDEMNIFICATION
GOVERNMENTAL IMMUNITY**

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10.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The BMPO and the City are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law.

10.2 To the fullest extent permitted by law, the City and BMPO agree to indemnify and hold the other’s officials, employees and agents harmless from liabilities, damages, losses and costs including, but not limited to, reasonable attorneys’ fees, to the extent caused by their own negligence, recklessness, or intentionally wrongful conduct or of that of other persons employed or utilized by that party in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

**SECTION 11
BOOKS AND RECORDS**

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

11.2 BMPO shall comply with all public records laws in accordance with Chapter 119, *Fla. Stat.* In accordance with Florida law, BMPO agrees to:

11.2.1 Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services;

11.2.2 Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, *Fla. Stat.*, or as otherwise provided by law;

11.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the BMPO does not transfer the records to the City;

11.2.4 Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the BMPO or keep and maintain public records required by the City to perform the services. If the BMPO transfers all public records to the City upon completion of the services, the BMPO shall

360 destroy any duplicate public records that are exempt or confidential and exempt
361 from public records disclosure requirements. If the BMPO keeps and maintains
362 public records upon completion of the services, the BMPO shall meet all applicable
363 requirements for retaining public records. All records stored electronically must be
364 provided to the City, upon request from the City’s custodian of public records, in a
365 format that is compatible with the information technology systems of the City.
366

367 If BMPO does not comply with this Section, the City shall enforce the Agreement
368 provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with
369 state law.

370 Section 119.0701(2)(a), Florida Statutes

371 **IF THE BMPO HAS QUESTIONS REGARDING THE APPLICATION**
372 **OF CHAPTER 119, FLA. STAT., TO THE VENDOR'S DUTY TO**
373 **PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,**
374 **CONTACT THE CITY’S CUSTODIAN OF PUBLIC RECORDS AT:**

375 **Telephone: 954-XXX-XXXX**
376 **Email: PublicRecords@city.net,**
377 **Address: Street,**
378 **<Insert Government>, FL ZIP.**
379

380 11.3 RECORDS and FILES. The BMPO will temporarily maintain all records and files
381 produced pursuant to this Agreement. At the completion of any land use approval/review action
382 covered by this Agreement, said records and files shall be transferred to the City. At the termination
383 or expiration of this Agreement, all remaining records and files shall be transferred and maintained
384 by the City.
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386 11.4 This Section 9 shall survive the expiration or termination of this Agreement.
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389 **SECTION 12**
390 **GENERAL PROVISIONS**
391

392 12.1 *Assignment / Subcontracting.* Neither this Agreement nor any right or interest created
393 herein shall be assigned, transferred, or encumbered without the prior written consent of the other
394 party.
395

396 12.2 *Notices.* Any notices required by this Agreement shall be in writing and shall be (as
397 elected by the party giving such notice) hand delivered by messenger, or alternatively, may be sent
398 by U.S. certified mail, return receipt requested. Notices shall be provided to the following:
399

400 *As to the City:*
401 **City of <Insert Government>**
402 **Attention: City Manager**

403 Street
404 <Insert Government>, FL ZIP

405
406 With a copy to:

407
408 City of <Insert Government>
409 City Attorney's Office
410 Street
411 <Insert Government>, FL ZIP

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413 *As to the BMPO:*

414
415 Broward Metropolitan Planning Organization
416 Attention: Executive Director
417 Trade Centre South
418 100 West Cypress Creek Road, Suite 650
419 Fort Lauderdale, FL 33309-2112

420
421 With a copy to:

422
423 Alan L. Gabriel, Esq.
424 BMPO General Counsel
425 Weiss Serota Helfman Cole & Bierman, P.L.
426 200 E. Broward Blvd., Suite 1900
427 Fort Lauderdale, Florida 33301

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430 12.3 *Litigation; Venue; Limitation of Actions; Waiver of Jury.*

431
432 12.3.1 This Agreement shall be construed and interpreted, and the rights of the parties
433 hereto determined, in accordance with Florida law. The parties submit to the jurisdiction of Florida
434 courts. The parties agree that proper venue for any suit concerning this Agreement shall be situated
435 exclusively in Broward County, Florida. In any litigation arising under this Agreement, each party
436 shall bear its own costs and attorney fees. To ENCOURAGE PROMPT AND EQUITABLE
437 RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO
438 A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

439
440 12.3.2 In the event of a breach of this Agreement or if enforcement of this Agreement shall
441 be required, the BMPO and City agree to reasonably cooperate with each other and take all
442 appropriate and necessary action to secure payment of all applicable compensation or
443 reimbursement of funds, and that no party (the BMPO or City) shall be liable to the other for
444 damages; however, a party may be subject to equitable remedies such as mandamus or specific
445 performance.

447 12.4 *Waiver.* It is hereby agreed to by the parties that no waiver of breach or any of the
448 covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding
449 breach of the same or any covenant.

450
451 12.5 *Entire Agreement.* This Agreement expresses the entire agreement of the parties, and
452 no party shall be bound by any promises or representations, verbal or written, made prior to the
453 date hereof which are not incorporated herein. Any subsequent general planning contract and/or
454 work authorization accepted by the BMPO and the City shall be subject to the general terms and
455 conditions of this Agreement.

456
457 12.6 *Counterparts.* This Agreement may be executed in one or more counterparts, each of
458 which shall be an original, but together such counterparts shall constitute only one instrument.

459
460 12.7 *Failure to Perform.* Should any party involuntarily fail to perform any of their respective
461 obligations pursuant to this Agreement, this Agreement may be terminated.

462
463 12.8 *Severability.* If any section, sentence, clause or phrase of this Agreement is found to be
464 invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no
465 way affect the validity of the remaining portions of this Agreement.

466
467 12.9 *Further Assurances.* The parties hereby agree to execute, acknowledge and deliver and
468 cause to be done, executed, acknowledged and delivered all further assurances and to perform such
469 acts as shall reasonably be requested of them in order to carry out this Agreement.

470
471 12.10 *Joint Preparation.* The parties acknowledge that they have sought and received
472 whatever competent advice and counsel as was necessary for them to form a full and complete
473 understanding of all rights and obligation herein and that the preparation of this Agreement has
474 been their joint effort. The language agreed to express their mutual intent and the resulting
475 document shall not, solely as a matter of judicial construction, be construed more severely against
476 one of the parties than the other.

477
478 12.11 *Priority of Provisions.* If there is a conflict or inconsistency between any term,
479 statement, requirement, or provision of any exhibit attached hereto, any document or events
480 referred to herein, or any document incorporated into this Agreement by reference and a term,
481 statement, requirements, or provision of this Agreement, the term, statement, requirement, or
482 provision contained in Sections 1 through 10 of this Agreement shall prevail and be given effect.

483
484 12.12 *Compliance With Laws.* The parties shall comply with all applicable federal, state,
485 and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities,
486 and obligations pursuant to this Agreement.

487
488 12.13 *Amendments.* No modification, amendment, or alteration in the terms or
489 conditions contained herein shall be effective unless contained in a written document prepared
490 with the same or similar formality as this Agreement and executed by the City of <Insert

491 Government> City Commission and the BMPO Board or others delegated authority to or otherwise
492 authorized to execute same on their behalf.

493
494 12.14 *Prior Agreements.* This document represents the final and complete understanding of
495 the parties and incorporates or supersedes all prior negotiations, correspondence, conversations,
496 agreements, and understandings applicable to the matters contained herein. The parties agree that
497 there is no commitment, agreement, or understanding concerning the subject matter of this
498 Agreement that is not contained in this written document. Accordingly, the parties agree that no
499 deviation from the terms hereof shall be predicated upon any prior representation or agreement,
500 whether oral or written.

501
502 12.15 *Representation Of Authority.* Each individual executing this Agreement on behalf
503 of a party hereto hereby represents and warrants that he/she is, on the date he/she signs this
504 Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on
505 behalf of such party and does so with full legal authority.

506
507 12.16 *Conflicts.* BMPO and City shall take all possible steps to try to avoid scheduling
508 conflicts which would prevent BMPO's planning staff from attending meetings on behalf of the
509 City. In the event a scheduling conflict arises, each party shall inform the other party so that an
510 agreed upon solution may be reached.

511
512 12.17. *Exclusivity.* The parties agree that this is not an exclusive service agreement. The BMPO
513 may provide similar services to other entities.

514 [REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
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**AGREEMENT BETWEEN
THE BROWARD METROPOLITAN PLANNING ORGANIZATION AND THE CITY
OF <INSERT GOVERNMENT> FOR TRANSPORTATION PLANNING SERVICES**

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

CITY

CITY OF <INSERT GOVERNMENT>, FLORIDA

By: _____
Name, Mayor

____ day of _____, 2018

ATTEST:

By: _____
Name, City Clerk

(SEAL)

By: _____
Name, City Manager

____ day of _____, 2018

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: _____
Name, City Attorney

**AGREEMENT BETWEEN
THE BROWARD METROPOLITAN PLANNING ORGANIZATION AND THE CITY
OF <INSERT GOVERNMENT> FOR TRANSPORTATION PLANNING SERVICES**

BMPO

BROWARD METROPOLITAN PLANNING
ORGANIZATION

By: _____
Gregory Stuart, Executive Director

By: _____
Richard Blattner, Chair

This ___ day of _____, 2018.

This ___ day of _____, 2018.

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.