

1
2 **INTERLOCAL AGREEMENT**

3
4 **BETWEEN THE**

5
6 **BROWARD METROPOLITAN PLANNING ORGANIZATION**

7
8 **AND THE**

9
10 **CITY OF HALLANDALE BEACH, FLORIDA**

11
12 **FOR**

13
14 **TRANSPORTATION PLANNING AND RELATED SERVICES**

15
16
17 THIS INTERLOCAL AGREEMENT (“Agreement”) dated this _____ day of
18 _____, 2024, by and between the **BROWARD METROPOLITAN PLANNING**
19 **ORGANIZATION** (“BMPO”), and the **CITY OF HALLANDALE BEACH, FLORIDA**, a
20 municipal corporation organized under the laws of the State of Florida (“City”) for transportation
21 planning services (“Services”).

22
23 **WITNESSETH:**

24
25 **WHEREAS**, Section 339.175, Florida Statutes, provides for the designation of a minimum
26 of one metropolitan planning organization for each urbanized area of the state and the creation and
27 operation of such metropolitan planning organizations pursuant to an interlocal agreement entered
28 into pursuant to Section 163.01, Florida Statutes; and

29
30 **WHEREAS**, the Governor of Florida has designated the BMPO as the metropolitan
31 planning organization for the urbanized area within Broward County and the BMPO is duly created
32 and operated pursuant to an interlocal agreement between the Florida Department of
33 Transportation and the affected units of general purpose local governments within the urbanized
34 area within Broward County; and

35
36 **WHEREAS**, Section 339.175(2), Florida Statutes, provides that the BMPO shall be
37 considered a legally independent governmental entity distinct from the state or the governing
38 bodies of the local governments represented on the governing board of the BMPO; and

39
40 **WHEREAS**, the BMPO is a legally independent government entity distinct from the City
41 and is authorized pursuant to Sections 339.175(6)(g) and 163.01, Florida Statutes, and has the
42 authority to contract with the City for the provision of certain services to accomplish its
43 metropolitan planning and programing duties and administrative functions all within the
44 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 for general transportation planning and related services that will
70 be available to the City under the terms of this Agreement. These agreements 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 _____, 2024, the City authorized the Mayor and City
81 Manager to execute this Agreement with the BMPO to perform these Transportation Planning
82 Services as hereinafter described; and
83

84 **WHEREAS**, on _____, 2024 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 12, 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 Hallandale Beach, Florida, a municipal corporation of the State of
115 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 and professional
131 services including, but not limited to, metropolitan planning, land use analysis,
132 transportation/transit studies, public outreach and engagement, submitting for and
133 obtaining transportation/transit related grants, grant administration, strategic management
134 services and other related transportation professional services.
135

136 1.8 “Task Work Order” means the individual work assignments as mutually agreed by the
137 City and the BMPO which shall include at a minimum Scope of Services with a detailed task
138 breakdown, the number of hours and personnel categories necessary to complete the task,
139 the final work product, including deliverables, and the time frame for completing the
140 Services.

141
142 **SECTION 2**
143 **PURPOSE**
144

145 2.1 PURPOSE. This Agreement is for the purpose of authorizing the BMPO to provide
146 Services to the City in exchange for consideration under the terms contained in this Agreement.
147

148 2.2 The BMPO shall provide Services to the City to assist in managing the continuing,
149 cooperative and comprehensive metropolitan planning process for the City. The City shall
150 compensate the BMPO for the Services rendered as provided in Section 5.
151

152 **SECTION 3**
153 **SCOPE OF SERVICES**
154

155 3.1 BMPO may, but is not required to enter into task work order(s) for any one, or any
156 combination of the Services, as defined in Section 1.7. The BMPO reserves the right, in its sole
157 discretion, to use BMPO staff, BMPO consultants and contractors or any combination thereof to
158 provide any of these Services included in this Agreement.
159

160 3.2 The City may, but is not required to, enter into task work order(s) for any one, or any
161 combination of these Services. The City reserves the right, at its sole discretion, to use the services
162 of another consultant or contractor to complete any of these Services included in this Agreement.
163

164 **SECTION 4**
165 **AUTHORIZATION OF SERVICES**
166

167 4.1 When the need for Services for a project occurs, the City may, at its sole discretion, enter
168 into negotiations with the BMPO for such project under the terms and conditions of this
169 Agreement. The City shall initiate said negotiations by providing the BMPO with a task work
170 order request. The BMPO may, at its sole discretion, provide a task work order proposal to the
171 City which shall conform to the requirements of Section 4.2 below.
172

173 4.2. The task work order proposal provided by the BMPO will include but not be limited to the
174 following negotiated terms:
175

- 176 A. The Scope of Services;
- 177 B. The deliverables (e.g. report, drawings, specifications, cost estimates, etc.);
- 178 C. The time and schedule of performance and term;
- 179 D. The method and amount of compensation;

180 E The personnel assigned to the Specific Project, including, but not limited to: BMPO's
181 Project Manager, other staff and consultants, which the City will have the right to reject in
182 its sole discretion; and,
183

184 4.3 Task work order proposals will be negotiated and executed by the City Manager or other
185 designated City staff, authorized to enter into agreements for the compensatory amount for each
186 negotiated task work order.
187

188 **SECTION 5**
189 **COMPENSATION**
190

191 5.1 In consideration for the Services provided by the BMPO to the City, the City shall pay or
192 reimburse the BMPO for all costs incurred by the BMPO ("Compensation") for the Services
193 described in any mutually agreed and accepted task work order. The Compensation shall be
194 determined pursuant to Exhibit "A", attached hereto and incorporated herein.
195

196 5.2 The City agrees to compensate the BMPO for the Services in the amount or Compensation
197 as outlined and approved by each task work order and pursuant to Exhibit "A" for related Services.
198 The Parties agree that the City will commence paying the fee(s), as specified in this Section 5, to
199 the BMPO when Services are provided at the then current rates and schedules in place at that time
200 for each approved task work order requested and approved by the City. The BMPO acknowledges
201 and accepts the agreed compensation to be reasonable payment or reimbursement to the BMPO
202 for the Services.
203

204 5.3 The BMPO agrees to invoice the City and the City agrees to make payment to the BMPO
205 for the Services rendered to the City as defined in Section 5.2. BMPO shall invoice on a monthly
206 basis and include the task work order, project name if applicable, nature of the services performed,
207 the date the work was performed, the total number of hours of work performed, and the name of
208 the individuals performing same.
209

210 5.4 Payments from the City shall be made to the BMPO at the address provided in the notice
211 section contained herein.
212

213 5.5 City shall pay the BMPO in accordance with the Florida Prompt Payment Act.
214

215 **SECTION 6**
216 **BMPO's RESPONSIBILITY**
217

218 6.1 The BMPO agrees to provide Services to the City pursuant to applicable federal, state and
219 local laws, codes, rules and regulations. Services are set forth in Section 4 of this Agreement. The
220 BMPO shall also be responsible for the administration and overall coordination required for these
221 Services. The BMPO's staff shall provide Services pursuant to this Agreement in a professional,
222 courteous, effective and efficient manner.
223

224 6.2 OVERSIGHT AND EVALUATION. BMPO will coordinate with City so that BMPO and
225 City may evaluate the Services provided annually. BMPO will take reasonable care to ensure that
226 Services meet City’s satisfaction. BMPO may, in its sole discretion, use its consultants as well
227 as its own employees, personnel, building space, equipment and facilities in performing this
228 Agreement. In providing Services under this Agreement, BMPO’s consultants and staff shall not
229 be under the supervision or control of the City except as specified under this Agreement or as may
230 be described in any mutually agreed and accepted task work order. BMPO shall pay all
231 compensation, employee benefits, taxes, insurance, social security, and unemployment insurance
232 for its employees. BMPO’s staff shall be considered employees of BMPO for all purposes, and
233 shall not be considered employees of City for any purpose. All necessary disciplinary actions shall
234 be at the exclusive discretion of and be implemented by BMPO.
235

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

238 6.4 The BMPO shall perform various activities/tasks related to the Services, as detailed in each
239 subsequent mutually agreed and accepted task work order.
240

241 6.5 The BMPO shall have no obligation to independently fund the costs of the Services.
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).
261

262 **SECTION 8**
263 **TERM AND TERMINATION**
264

265 8.1 This Agreement shall commence on the date this instrument is fully executed by all parties
266 and shall end five (5) years from the executed date unless and until terminated pursuant to Section
267 8 of this Agreement. Subject to the mutual consent of the City and the BMPO this Agreement

268 may renew for two (2) additional five-year periods under the same terms and conditions. To extend
269 the Agreement, either party, if it so desires, may submit written notice of its intent to renew this
270 Agreement to the other, a minimum of 90 days prior to the end of the initial five (5) year or an
271 extended term. The other party may respond to the requesting party within thirty (30) days or it
272 shall be understood that this Agreement shall not be extended.
273

274 8.2 Either party may terminate this Agreement for convenience at any time with one hundred
275 twenty (120) days prior written notice to the other, to terminate this Agreement without penalty or
276 recourse, in which event the effective termination date of this Agreement will be at the end of the
277 one hundred twenty (120) day period following the date of receipt of the written notice of
278 termination.
279

280 8.3 Notwithstanding the foregoing, the City and the BMPO acknowledge that certain Services
281 provided for in conjunction with the Agreement pursuant to mutually agreed Task Work Orders
282 may be ongoing and yet to be completed, in such instance, the term of the Agreement shall remain
283 in effect until such time as those Services have been completed and accepted by the parties hereto
284 in accordance with this Agreement and that specific Task Work Order(s).
285

286 8.4 In the event of a default by either party, the non-defaulting party shall notify the other party,
287 in writing of the default and of the time to cure the default (“Notice to Cure”). If such default is
288 not cured, or sufficient effort is not made by the defaulting party, as determined solely by the non-
289 defaulting party, to cure said default within thirty (30) business days after the date of the Notice to
290 Cure, the non-defaulting party may terminate this Agreement upon sixty (60) days written notice
291 to the other party.
292

293 8.5 Upon termination of this Agreement, each party shall turn over to the other party within a
294 reasonable period of time (not to exceed 90 days) all records held by it with respect to this
295 Agreement.
296

297 8.6 In the event this Agreement is terminated for any reason, including Agreement expiration,
298 the BMPO shall be paid for any Services performed to the date the Agreement is terminated;
299 however, upon being notified of the City’s election to terminate, the BMPO shall refrain from
300 performing further Services or incurring additional expenses under the terms of this Agreement,
301 unless otherwise specifically requested by City.
302

303 **SECTION 9**
304 **EFFECTIVE DATE**
305

306 The Agreement shall be effective as of 4th of December, 2024, and the City Clerk shall file a fully
307 executed copy of this Agreement with the Clerk of the Circuit Court of Broward County, Florida,
308 pursuant to Chapter 163, Part 1, Florida Statutes.
309

310 **SECTION 10**
311 **INDEMNIFICATION**
312 **GOVERNMENTAL IMMUNITY**
313

314 10.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor
315 shall anything included herein be construed as consent to be sued by third parties in any matter
316 arising out of this Agreement or any other contract. The BMPO and the City are state agencies or
317 political subdivisions as defined in Section 768.28, Florida Statutes, and shall be fully responsible
318 for the acts and omissions of their agents or employees to the extent permitted by law.
319

320 10.2 To the fullest extent permitted by law, the City and BMPO agree to indemnify and hold
321 the other's officials, employees and agents harmless from liabilities, damages, losses and costs
322 including, but not limited to, reasonable attorneys' fees, to the extent caused by their own
323 negligence, recklessness, or intentionally wrongful conduct or of that of other persons employed
324 or utilized by that party in the performance of this Agreement. The provisions of this section shall
325 survive the expiration or earlier termination of this Agreement.
326

327 **SECTION 11**
328 **BOOKS AND RECORDS**
329

330 11.1 Each party shall retain all records related to this Agreement and any Services provided
331 hereunder in accordance with the State of Florida public records retention law and applicable
332 Federal rules and regulations. Each party shall have access to such records, for the purposes of
333 inspection and audit, until such time as the law allows said records to be destroyed.
334

335 11.2 BMPO shall comply with all public records laws in accordance with Chapter 119, *Fla.*
336 *Stat.* In accordance with Florida law, BMPO agrees to:
337

338 11.2.1 Keep and maintain all records that ordinarily and necessarily would be required by
339 the City in order to perform the services;
340

341 11.2.2 Upon request from the City's custodian of public records, provide the City with a
342 copy of the requested records or allow the records to be inspected or copied within
343 a reasonable time at a cost that does not exceed the costs provided in Chapter 119,
344 *Fla. Stat.*, or as otherwise provided by law;
345

346 11.2.3 Ensure that public records that are exempt or confidential and exempt from public
347 records disclosure are not disclosed except as authorized by law for the duration
348 of the Agreement term and following completion of the Agreement if the BMPO
349 does not transfer the records to the City;
350

351 11.2.4 Upon completion of the services within this Agreement, at no cost, either transfer
352 to the City all public records in possession of the BMPO or keep and maintain
353 public records required by the City to perform the services. If the BMPO transfers
354 all public records to the City upon completion of the services, the BMPO shall

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

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

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

366 **IF THE BMPO HAS QUESTIONS REGARDING THE APPLICATION**
367 **OF CHAPTER 119, FLORIDA STATUTES, TO THE BMPO DUTY TO**
368 **PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,**
369 **CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT:**

370
371 **Telephone: (954)457-1489**

372 **Email: cityclerkoffice@cohb.org**

373 **Address: 400 S. Federal Highway**
374 **Hallandale Beach, FL 33009**

375
376 11.3 RECORDS and FILES. The BMPO will temporarily maintain all records and files
377 produced pursuant to this Agreement. At the completion of any land use approval/review action
378 covered by this Agreement, said records and files shall be transferred to the City. At the termination
379 or expiration of this Agreement, all remaining records and files shall be transferred and maintained
380 by the City.

381
382 11.4 This Section 11 shall survive the expiration or termination of this Agreement.
383

384 **SECTION 12**
385 **GENERAL PROVISIONS**

386
387 12.1 ASSIGNMENT / SUBCONTRACTING. Neither this Agreement nor any right or
388 interest created herein shall be assigned, transferred, or encumbered without the prior written
389 consent of the other party.
390

391 12.2 NOTICES. Any notices required by this Agreement shall be in writing and shall be (as
392 elected by the party giving such notice) hand delivered by messenger, or alternatively, may be sent
393 by U.S. certified mail, return receipt requested. Notices shall be provided to the following:
394

395 *As to the City:*

396
397 City of Hallandale Beach
398 Attention: City Manager
399 400 S. Federal Highway
400 Hallandale Beach, FL 33009
401

402 With a copy to:

403
404 City of Hallandale Beach
405 City Attorney's Office
406 400 S. Federal Highway
407 Hallandale Beach, FL 33009
408

409 *As to the BMPO:*

410
411 Broward Metropolitan Planning Organization
412 Attention: Executive Director
413 Trade Centre South
414 100 West Cypress Creek Road, Suite 650
415 Fort Lauderdale, FL 33309-2112
416

417 With a copy to:

418
419 Alan L. Gabriel, Esq.
420 BMPO General Counsel
421 Weiss Serota Helfman Cole & Bierman, P.L.
422 200 E. Broward Blvd., Suite 1900
423 Fort Lauderdale, Florida 33301
424

425 12.3 LITIGATION; VENUE; LIMITATION OF ACTIONS; WAIVER OF JURY.
426

427 12.3.1 This Agreement shall be construed and interpreted, and the rights of the parties
428 hereto determined, in accordance with Florida law. The parties submit to the jurisdiction of Florida
429 courts. The parties agree that proper venue for any suit concerning this Agreement shall be situated
430 exclusively in Broward County, Florida. In any litigation arising under this Agreement, each party
431 shall bear its own costs and attorney fees. To ENCOURAGE PROMPT AND EQUITABLE
432 RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO
433 A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
434

435 12.3.2 In the event of a breach of this Agreement or if enforcement of this Agreement shall
436 be required, the BMPO and City agree to reasonably cooperate with each other and take all
437 appropriate and necessary action to secure payment of all applicable compensation or
438 reimbursement of funds, and that no party (the BMPO or City) shall be liable to the other for
439 damages; however, a party may be subject to equitable remedies such as mandamus or specific
440 performance.

441
442 12.4 WAIVER. It is hereby agreed to by the parties that no waiver of breach or any of the
443 covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding
444 breach of the same or any covenant.

445
446 12.5 ENTIRE AGREEMENT. This Agreement expresses the entire agreement of the
447 parties, and no party shall be bound by any promises or representations, verbal or written, made
448 prior to the date hereof which are not incorporated herein. Any subsequent general planning
449 contract and/or work authorization accepted by the BMPO and the City shall be subject to the
450 general terms and conditions of this Agreement.

451
452 12.6 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each
453 of which shall be an original, but together such counterparts shall constitute only one instrument.

454
455 12.7 FAILURE TO PERFORM. Should any party involuntarily fail to perform any of their
456 respective obligations pursuant to this Agreement, this Agreement may be terminated.

457
458 12.8 SEVERABILITY. If any section, sentence, clause or phrase of this Agreement is found
459 to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in
460 no way affect the validity of the remaining portions of this Agreement.

461
462 12.9 FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge
463 and deliver and cause to be done, executed, acknowledged and delivered all further assurances and
464 to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

465
466 12.10 JOINT PREPARATION. The parties acknowledge that they have sought and received
467 whatever competent advice and counsel as was necessary for them to form a full and complete
468 understanding of all rights and obligation herein and that the preparation of this Agreement has
469 been their joint effort. The language agreed to express their mutual intent and the resulting
470 document shall not, solely as a matter of judicial construction, be construed more severely against
471 one of the parties than the other.

472
473 12.11 PRIORITY OF PROVISIONS. If there is a conflict or inconsistency between any
474 term, statement, requirement, or provision of any exhibit attached hereto, any document or events
475 referred to herein, or any document incorporated into this Agreement by reference and a term,
476 statement, requirements, or provision of this Agreement, the term, statement, requirement, or
477 provision contained in Sections 1 through 12 of this Agreement shall prevail and be given effect.

478

479 12.12 COMPLIANCE WITH LAWS. The parties shall comply with all applicable federal,
480 state, and local laws, codes, ordinances, rules, and regulations in performing its duties,
481 responsibilities, and obligations pursuant to this Agreement.

482
483 12.13 AMENDMENTS. No modification, amendment, or alteration in the terms or
484 conditions contained herein shall be effective unless contained in a written document prepared
485 with the same or similar formality as this Agreement and executed by the City of <Insert
486 Government> City Commission and the BMPO Board or others delegated authority to or otherwise
487 authorized to execute same on their behalf.

488
489 12.14 PRIOR AGREEMENTS. This document represents the final and complete
490 understanding of the parties and incorporates or supersedes all prior negotiations, correspondence,
491 conversations, agreements, and understandings applicable to the matters contained herein. The
492 parties agree that there is no commitment, agreement, or understanding concerning the subject
493 matter of this Agreement that is not contained in this written document. Accordingly, the parties
494 agree that no deviation from the terms hereof shall be predicated upon any prior representation or
495 agreement, whether oral or written.

496
497 12.15 REPRESENTATION OF AUTHORITY. Each individual executing this
498 Agreement on behalf of a party hereto hereby represents and warrants that he/she is, on the date
499 he/she signs this Agreement, duly authorized by all necessary and appropriate action to execute
500 this Agreement on behalf of such party and does so with full legal authority.

501
502 12.16 CONFLICTS. BMPO and City shall take all possible steps to try to avoid
503 scheduling conflicts which would prevent BMPO's planning staff from attending meetings on
504 behalf of the City. In the event a scheduling conflict arises, each party shall inform the other party
505 so that an agreed upon solution may be reached.

506
507 12.17. EXCLUSIVITY. The parties agree that this is not an exclusive service agreement. The
508 BMPO may provide similar services to other entities.

509
510 [REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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**AGREEMENT BETWEEN
THE BROWARD METROPOLITAN PLANNING ORGANIZATION AND THE CITY
OF HALLANDALE BEACH, FL. FOR TRANSPORTATION PLANNING AND
RELATED 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 HALLANDALE BEACH, FLORIDA

By: _____
Joy Cooper, Mayor

____ day of _____, 2024

ATTEST:

By: _____
Jenorgen M. Guillen, MMC, City Clerk

By _____
Dr. Jeremy Earle, City Manager

____ day of _____, 2024

(SEAL)

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Jennifer Merino, City Attorney

**AGREEMENT BETWEEN
THE BROWARD METROPOLITAN PLANNING ORGANIZATION AND THE CITY
OF HALLANDALE BEACH, FL. FOR TRANSPORTATION PLANNING AND
RELATED SERVICES**

BMPO

BROWARD METROPOLITAN PLANNING
ORGANIZATION

By: _____
Gregory Stuart, Executive Director

By: _____
Yvette Colbourne, Chair

This ___ day of _____, 2024.

This ___ day of _____, 2024.

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"
COMPENSATION

Compensation shall be conditioned upon prior written mutually agreed task work order authorization(s) determined as follows:

1. **BMPO**

- a) By Project/Grant/ Activity -- Calculated by estimated or budgeted staff hours, then current salary cost of employee, including overhead, plus an agreed administrative fee; or
- b) Administrative overhead fee based upon total project/activity cost or grant amount.

2. **BMPO THIRD PARTY CONTRACTS**

- a) The City shall pay for the actual cost of services rendered by BMPO Consultants and Contractors for those services that are required by Project/Grant/Activity.
- b) The cost shall include, but not be limited to salary, benefits and administrative overhead. The service fee for services performed by BMPO Consultants and Contractors shall be equal to the BMPO then current contracted rates.

OR

- 3. AS MAY BE OTHERWISE MUTUALLY AGREED AND DETERMINED ON A PROJECT BY PROJECT BASIS.