INTERLOCAL AGREEMENT

BETWEEN THE

BROWARD METROPOLITAN PLANNING ORGANIZATION

AND THE

CITY OF COCONUT CREEK, FLORIDA

FOR

TRANSPORTATION PLANNING SERVICES

THIS INTERLOCAL AGREEMENT ("Agreement") dated this _____ day of _____, 2018, by and between the **BROWARD METROPOLITAN PLANNING ORGANIZATION** ("MPO"), and the **CITY OF COCONUT CREEK**, **FLORIDA**, a municipal corporation organized under the laws of the State of Florida ("City") for transportation services ("Services" or "Transportation Planning 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 Broward MPO as the metropolitan planning organization for the urbanized area within Broward County and the Broward MPO is duly created and operated pursuant to an interlocal agreement between the Florida Department of Transportation and the affected units of general purpose local governments within the urbanized area within Broward County; and

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

WHEREAS, the Broward MPO 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

- **WHEREAS,** it is the purpose and intent of this Agreement, to permit the City and the Broward MPO to make the most efficient use of their respective powers, resources and capabilities by enabling them to cooperate on the basis of mutual advantage and provide a means by which the parties may exercise their respective powers, privileges and authorities that they share in common and that each might exercise separately; and
- **WHEREAS**, the Broward MPO has expertise in metropolitan planning, land use analysis, and experience performing transportation/transit studies; public outreach and engagement, submitting for and obtaining transportation/transit related grants including the associated grant administration; and
- **WHEREAS**, the City is seeking appropriate expertise in metropolitan planning, land use analysis, experience performing transportation/transit studies, public outreach and engagement, submitting for and obtaining transportation/transit related grants, and associated grant administration to better serve its present and future needs; and
- **WHEREAS,** due to the expertise required to reasonably perform the Services and necessary intergovernmental coordination between jurisdictions, the City desires to obtain these Services from the Broward MPO, as may be required from time to time by the City, and the Broward MPO is authorized by Sections 339.175(6)(g) and 163.01, Florida Statutes, to contract with the City for same; and
- **WHEREAS,** the Broward MPO has a library of consultants available if they are unable to complete the work in-house. The library of consultants were competitively procured in accordance with Broward MPO rules and State law; and
- **WHEREAS**, the City and the Broward MPO will mutually agree to and subsequently approve the Scope of Services as specified herein, to perform the Services as may be requested by the City from time to time as outlined herein this Agreement; and
- **WHEREAS**, the designated representative(s) from the City agree to compensate the Broward MPO for services rendered on behalf and at the request of the City; and
- **WHEREAS,** on _______, 2018, the City Commission authorized the Mayor and City Manager to execute this Agreement with the Broward MPO to perform these Transportation Planning Services as hereinafter described; and
- **WHEREAS,** on _______, 2018, the Broward MPO Board authorized the appropriate Broward MPO officials to execute this Agreement with the City to perform these Transportation Planning Services as hereinafter described; and
- **WHEREAS**, the Broward MPO and the City desire to enter into this Agreement to define the transportation services to be provided to the City by the Broward MPO and the duties and obligations of each party to the other are set forth therein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and mutual covenants and undertakings set forth herein, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Broward MPO and City agree as follows:

SECTION 1 DEFINITIONS AND IDENTIFICATIONS

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

- 1.1 "Agreement" -- means this document, Sections 1 through 10, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 "Broward MPO" -- The Broward Metropolitan Planning Organization is the federally designated transportation policy-making board for Broward County, Florida.
- 1.3 "Broward MPO Board" The Broward Metropolitan Planning Organization governing Board.
- 1.4 "City" -- The City of Coconut Creek, Florida, a municipal corporation of the State of Florida.
- 1.5 "Contract Administrator" -- The Broward Metropolitan Planning Organization Executive Director or his/her designee. The primary responsibilities of the Contract Administrator are to coordinate and communicate with the City and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contracted with matters of policy, all parties may rely on the instructions or determination made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.6 "Recitals" -- The Whereas recitals set forth above are true and correct and are incorporated herein.

SECTION 2 PURPOSE AND SCOPE

2.1 PURPOSE. This Agreement is for the purpose of authorizing the Broward MPO to provide Metropolitan Planning Services to the City in exchange for consideration under the terms contained in this Agreement.

2.2 The Broward MPO shall provide Metropolitan Planning Services (the "Services") to the City and the City staff to assist in managing the continuing, cooperative and comprehensive metropolitan planning process for the City. The City shall compensate the Broward MPO for the Services rendered.

2.2.1 General

The Broward MPO shall provide support for transportation and/or related planning activities and services as may be requested from time to time by the City and accepted by the Broward MPO (the "Services"). The Broward MPO shall be compensated by the City for Services rendered. The Services include, but are not limited to, providing assistance to City staff on a work assignment basis in a variety of administrative, technical, graphical, public involvement / engagement and product review activities. The Broward MPO may assist City staff by providing additional resources to accomplish assignments authorized by the City. This Scope of Services outlines tasks that may be assigned to the Broward MPO under one or more general planning contracts and/or work authorizations. The Broward MPO receives grant funding from the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), the Florida Department of Transportation (FDOT) and the State of Florida Commission for the Transportation Disadvantaged (CTD). The Major Type(s) of Work to be performed include, but are not limited to, implementation of the following activities ("Services"):

Major Type(s) Of Transportation Planning Activities

- 2.2.1.1 Section 1.0 Administration
 - 1.1 Administration and Planning Management
 - 1.2 Support for the Transportation Disadvantaged
 - 1.3 Transportation Disadvantage Planning Options
 - 1.4 Public Participation and Education
- 2.2.1.2 Section 2.0 Data Collection and Analysis
 - 2.1 Highway, Traffic and Safety Data
 - 2.2 Transit Surveillance and Development
- 2.2.1.3 Section 3.0 Program and Plan Development
 - 3.1 Long Range Transportation Planning
 - 3.2 Regional Transportation Planning
 - 3.3 Livability Planning
 - 3.4 Transportation Improvement Program
 - 3.5 Congestion Management Process and Corridor Planning
 - 3.6 Freight and Goods Management / Intermodal Planning
 - 3.7 Airport Planning
 - 3.8 Seaport Planning

2.2.2. COMPENSATION

- 2.2.2.1 The amount of compensation payable by the City to the Broward MPO shall be based upon the rates and schedules as set forth in Exhibit "A", attached hereto and made a part hereof, which amount shall be accepted by Broward MPO as full compensation for all such work performed under this Agreement.
- 2.2.2.2 Broward MPO may submit an invoice for compensation, developed and agreed upon by the City and the Broward MPO, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously.
- 2.2.2.3 City shall pay the Broward MPO in accordance with the Florida Prompt Payment Act.
- 2.2.2.4 Payment shall be made to Broward MPO at the address provided in the Notice Section as contained herein.
- 2.2.2.5 Broward MPO agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which Broward MPO receives payment for a period of at least three (3) years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by City.
- 2.2.2.6 As it should become necessary for the City to request the Broward MPO to render any Services as described herein or to perform additional work, such work shall be performed only if set forth in one or more general planning contracts and/or work authorizations as mutually agreed and accepted by both the City and the Broward MPO. Any such additional work agreed to by both parties shall be performed at the same rate in the schedule of fees included in Exhibit "A".
- 2.3 This Agreement shall be conditioned upon the Broward MPO's prior receipt and deposit of the total agreed funds from City as necessary to compensate the Broward MPO for the Services as outlined and approved by the general planning contract(s) and/or work authorizations for related Services.

SECTION 3

BROWARD MPO'S RESPONSIBILITY

- 3.1 The Broward MPO agrees to provide Metropolitan Planning Services to the City pursuant to applicable federal, state and local laws, codes, rules and regulations. "Planning Services" are set forth in Section 2 of this Agreement. The Broward MPO shall also be responsible for the administration and overall coordination required for these Services. The Broward MPO's staff shall provide Services pursuant to this Agreement in a professional, courteous, effective and efficient manner.
- 3.2 OVERSIGHT AND EVALUATION. Broward MPO will coordinate with City so that Broward MPO and City may evaluate the planning assistance not less frequently than annually. Broward MPO will take reasonable care to ensure that planning services meet City's satisfaction. Broward MPO shall use its own employees, personnel, building space, equipment and facilities for performing this Agreement. In providing services under this Agreement, Broward MPO's staff shall not be under the supervision or control of the City except as specified under this Agreement. Broward MPO shall pay all compensation, employee benefits, taxes, insurance, social security, and unemployment insurance for its employees. Broward MPO's staff shall be considered employees of Broward MPO for all purposes, and shall not be considered employees of City for any purpose. All necessary disciplinary actions shall be at the exclusive discretion of and be implemented by Broward MPO.
- 3.3 Broward MPO will manage the funds provided by the City for these Services and in accordance with the terms of this Agreement and by each general planning contract, work authorization for related services and/or Grant Agreement.
- 3.4 Broward MPO shall timely fulfill, or cause to be fulfilled, all of the conditions expressed in this Agreement and as outlined and approved by each general planning contract and/or work authorization.
- 3.5 The Broward MPO shall perform various activities/tasks related to the Services, as detailed in each subsequent general planning contract and/or work authorization for related services.
- 3.6 The Broward MPO shall have no obligation to independently fund the costs of the Services.

SECTION 4 CITY's RESPONSIBILITY

- 4.1 The City shall prepare and submit to the Broward MPO written requests for Services when warranted by the City, together with all related supporting documentation necessary to perform the requested Services consistent with applicable federal, state and local laws, codes, rules and regulations.
- 4.2 The City agrees that the Broward MPO is not responsible for any City liability and is only responsible for providing the City with Services as requested by the City from time to time.

- 4.3. The City agrees, through its City Manager to assign the monies necessary to pay the Broward MPO for the Services as outlined and approved by each general planning contract and/or work authorization for related Services.
- 4.4 The City agrees to furnish the Broward MPO any documents required to satisfy and complete the agreed Services as outlined and approved by each general planning contract and/or work authorization for related Services.
- 4.5 The City agrees that it shall take no actions that would impede or prevent the Broward MPO from complying with the terms of this Agreement or any mutually agreed and accepted general planning contract(s) and/or work authorization(s).

SECTION 5 COMPENSATION

- 5.1 In consideration for the Services provided by the Broward MPO to the City, the City shall reimburse the Broward MPO for all costs incurred by the Broward MPO for the Services described in any mutually agreed and accepted general planning contract(s) and/or work authorization(s), including indirect costs.
- 5.2 The City agrees to compensate the Broward MPO for the Services in the amount as outlined and approved by each general planning contract and/or work authorization for related Services. The Broward MPO 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 Broward MPO when the Services are requested by the City. The Broward MPO acknowledges and accepts the agreed compensation to be reasonable reimbursement to the Broward MPO for the Services described in Section 3 above.
- 5.3 The Broward MPO agrees to invoice the City and the City agrees to make payment to the Broward MPO for the Services rendered to the City as defined in Section 5.2.
- 5.4 Payments from the City shall be made to the Broward MPO at the address provided in the notice section contained herein.

SECTION 6 TERM AND TERMINATION

- 6.1 This Agreement shall be effective upon approval by both the City and Broward MPO and shall continue in full force and effect until Broward MPO performs all obligations and responsibilities, with respect to the one or more general planning contracts, work authorizations, and/or related services accepted by the Broward MPO.
- 6.2 This Agreement shall commence for an initial Five (5) year term, the Effective Date (as defined below) and shall automatically renew for additional four (4) five (5) year terms thereafter,

unless otherwise terminated by either party as provided in this Section.

- 6.3 The parties hereto may extend this Agreement by mutual consent, in writing prior to the expiration of the Term. This provision in no way limits either party's right to terminate this Agreement at any time during the Term.
- 6.4 Either party may terminate this Agreement for convenience at any time with one hundred twenty (120) days prior written notice to the other, to terminate this Agreement without penalty or recourse, in which event the effective termination date of this Agreement will be at the end of the one hundred twenty (120) day period following the date of receipt of the written notice of termination.
- 6.5 In the event of a default by either party, the non-defaulting party shall notify the other party, in writing of the default and of the time to cure the default ("Notice to Cure"). If such default is not cured, or sufficient effort is not made by the defaulting party, as determined solely by the non-defaulting party, to cure said default within thirty (30) business days after the date of the Notice to Cure, the non-defaulting party may terminate this Agreement upon sixty (60) days written notice to the other party.
- 6.6 Upon termination of this Agreement, each party shall turn over to the other party within a reasonable period of time (not to exceed 90 days) all records held by it with respect to this Agreement.

SECTION 7 EFFECTIVE DATE

| The Agreement shall be effective as of | , <u>2018</u> and the City Clerk shall file a |
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| fully executed copy of this Agreement with the | Clerk of the Circuit Court of Broward County |
| Florida, pursuant to Chapter 163, Part 1, Florida S | Statutes. |

SECTION 8 INDEMNIFICATION GOVERNMENTAL IMMUNITY

- 8.1 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 Broward MPO 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.
- 8.2 To the fullest extent permitted by law, the City and Boward MPO 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 9 BOOKS AND RECORDS

- 9.1 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.
- 9.2 Broward MPO shall comply with all public records laws in accordance with Chapter 119, *Fla. Stat.* In accordance with Florida law, Broward MPO agrees to:
 - 9.2.1 Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services;
 - 9.2.2 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;
 - 9.2.3 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 Broward MPO does not transfer the records to the City;
 - 9.2.4 Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Broward MPO or keep and maintain public records required by the City to perform the services. If the Broward MPO transfers all public records to the City upon completion of the services, the Broward MPO shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Broward MPO keeps and maintains public records upon completion of the services, the Broward MPO shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

Section 119.0701(2)(a), Florida Statutes

IF THE BROWARD MPO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE VENDOR'S

DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: 954-973-6774

Email: PublicRecords@coconutcreek.net,

Address: 4800 West Copans Road, Coconut Creek, FL 33063.

- 9.3 RECORDS and FILES. The Broward MPO will temporarily maintain all records and files produced pursuant to this Agreement. At the completion of any land use approval/review action covered by this Agreement, said records and files shall be transferred to the City. At the termination or expiration of this Agreement, all remaining records and files shall be transferred and maintained by the City.
- 9.4 This Section 9 shall survive the expiration or termination of this Agreement.

SECTION 10 GENERAL PROVISIONS

- 10.1 Assignment / Subcontracting. Neither this Agreement nor any right or interest created herein shall be assigned, transferred, or encumbered without the prior written consent of the other party.
- 10.2 *Notices*. Any notices required by this Agreement shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, or alternatively, may be sent by U.S. certified mail, return receipt requested. Notices shall be provided to the following:

As to the City:

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

With a copy to:

City of Coconut Creek Attorney's Office 4800 West Copans Road Coconut Creek, FL 33063

As to the Broward MPO:

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

With a copy to:

Alan L. Gabriel, Esq. Broward MPO General Counsel Weiss Serota Helfman Cole & Bierman, P.L. 200 E. Broward Blvd., Suite 1900 Fort Lauderdale, Florida 33301

- 10.3 Litigation; Venue; Limitation of Actions; Waiver of Jury.
- 10.3.1 This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law. The parties submit to the jurisdiction of Florida courts. The parties agree that proper venue for any suit concerning this Agreement shall be situated exclusively in Broward County, Florida. In any litigation arising under this Agreement, each party shall bear its own costs and attorney fees. To ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
- 10.3.2 In the event of a breach of this Agreement or if enforcement of this Agreement shall be required, the Broward MPO and City agree to reasonably cooperate with each other and take all appropriate and necessary action to secure payment of all applicable compensation or reimbursement of funds, and that no party (the Broward MPO or City) shall be liable to the other for damages; however, a party may be subject to equitable remedies such as mandamus or specific performance.
- 10.4 *Waiver*. It is hereby agreed to by the parties that no waiver of breach or any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any covenant.
- 10.5 Entire Agreement. This Agreement expresses the entire agreement of the parties, and no party shall be bound by any promises or representations, verbal or written, made prior to the date hereof which are not incorporated herein. Any subsequent general planning contract and/or work authorization accepted by the Broward MPO and the City shall be subject to the general terms and conditions of this Agreement.
- 10.6 *Counterparts*. This Agreement may be executed in one or more counterparts, each of which shall be an original, but together such counterparts shall constitute only one instrument.
- 10.7 *Failure to Perform.* Should any party involuntarily fail to perform any of their respective obligations pursuant to this Agreement, this Agreement may be terminated.
- 10.8 Severability. If any section, sentence, clause or phrase of this Agreement is found to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Agreement.

- 10.9 *Further Assurances*. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
- 10.10 *Joint Preparation*. The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligation herein and that the preparation of this Agreement has been their joint effort. The language agreed to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 10.11 *Priority of Provisions*. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirements, or provision of this Agreement, the term, statement, requirement, or provision contained in Sections 1 through 10 of this Agreement shall prevail and be given effect.
- 10.12 *Compliance With Laws*. The parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 10.13 *Amendments*. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City of Coconut Creek City Commission and the Broward MPO Board or others delegated authority to or otherwise authorized to execute same on their behalf.
- 10.14 *Prior Agreements*. This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.
- 10.15 *Representation Of Authority*. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he/she is, on the date he/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.
- 10.16 *Conflicts*. Broward MPO and City shall take all possible steps to try to avoid scheduling conflicts which would prevent Broward MPO's planning staff from attending meetings on behalf of the City. In the event a scheduling conflict arises, each party shall inform the other party so that an agreed upon solution may be reached.

10.17. *Exclusivity*. The parties agree that this is not an exclusive service agreement. The Broward MPO may provide similar services to other entities.

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AGREEMENT BETWEEN THE BROWARD METROPOLITAN PLANNING ORGANIZATION AND THE CITY OF COCONUT CREEK FOR TRANSPORATION PLANNING SERVICES

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Broward MPO, 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 COCONUT CREEK, FLORIDA

| | By:Rebecca A. Tooley, Mayor |
|---|---|
| | day of, 2018 |
| ATTEST: By: Leslie Wallace May, City Clerk (SEAL) | By Mary C. Blasi, City Manager day of, 2018 |
| | APPROVED AS TO FORM AND LEGAL SUFFICIENCY: |
| | By: Terrill C. Pyburn, City Attorney |

AGREEMENT BETWEEN THE BROWARD METROPOLITAN PLANNING ORGANIZATION AND THE CITY OF COCONUT CREEK FOR TRANSPORTATION PLANNING SERVICES

BROWARD MPO

BROWARD METROPOLITAN PLANNING ORGANIZATION

| By: Gregory Stuart, Executive Director | By:Richard Blattner, Chair |
|--|----------------------------|
| Thisday of, 2018. | Thisday of, 2018. |
| APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF AND RELIANCE BY THE BROWARD MPO ONLY: | |
| By: Alan L. Gabriel, BROWARD MPO General Counsel | |

Weiss Serota Helfman Cole & Bierman, P.L.