

**MEMORANDUM OF UNDERSTANDING (“MOU”) BETWEEN THE BROWARD
METROPOLITAN PLANNING ORGANIZATION AND BROWARD COUNTY FOR
COORDINATION OF THE SAFE STREETS AND ROADS FOR ALL GRANT**

This Memorandum of Understanding (MOU) is made and entered into by and between the Broward Metropolitan Planning Organization, Trade Centre South, 100 West Cypress Creek Road, Suite 650, Fort Lauderdale, FL 33309, (“BMPO”), and Broward County, Florida, 115 S. Andrews Avenue, Room 409, Fort Lauderdale, FL 33301 (“County”). (BMPO and County are hereinafter collectively referred to as “Partners.”)

1. BACKGROUND

The Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”) established the Safe Streets and Roads for All (SS4A) Discretionary Grant Program (BIL Section 24112) and appropriated funds to the United States Department of Transportation (“USDOT”) under Division J, Title VIII of BIL to implement the SS4A Grant Program. The funds are available to provide federal financial assistance to support local initiatives to prevent death and serious injury on roads and streets, commonly referred to as “Vision Zero” or “Toward Zero Deaths” initiatives.

The Partners are the key transportation planning agencies within the jurisdictional boundaries of Broward County (“Action Area”). The Partners jointly applied for the SS4A Grant and received a \$5 million grant from USDOT to develop the Broward Regional Comprehensive Safety Action Plan (“Action Plan”), the purpose of which is to plan and implement projects and strategies to prevent roadway deaths and serious injuries involving pedestrians, bicyclists, public transportation, personal conveyance, micromobility users, commercial vehicle operators, and motorists. The Federal Highway Administration (the “FHWA”) will administer the respective grant agreement on behalf of the USDOT.

The purpose of this MOU is to define the Partners’ roles, responsibilities, and expectations in the implementation of the planning activities set forth in the SS4A grant agreement with USDOT/FHWA (“Grant” or “Grant Agreement”). Furthermore, the Partners enter into this MOU to ensure mutual compliance with and adherence to all applicable federal and state statutory and regulatory requirements, local regulations and requirements, and other related policies and procedures in procurement and production of the Action Plan deliverables.

2. ROLES AND RESPONSIBILITIES

The Partners agree to abide by the defined roles and responsibilities outlined herein. Each Partner plays a critical role in the successful completion of the Action Plan. Awareness and appreciation of each other’s roles is essential for effective cooperation. Joint coordination should extend across all phases of development of the Action Plan.

A. The Partners’ roles are as follows:

1. BMPO will administer the Grant including performing the project management function for consultant services, processing invoices, paying the consultants, and providing progress reports to USDOT/FHWA.

2. BMPO Executive Director will designate a Project Manager (BMPO PM) to lead the administration of the Grant activities. The BMPO PM is responsible for overall coordination with the Consultant and the Partners.
3. BMPO will lead the process to procure services of a consultant team (Consultant) to develop an Action Plan that:
 - a. Provides safety recommendations (policies, countermeasures, and project recommendations) through a variety of safety lenses identified by the Partners. The Action Plan will provide recommendations that will address identified safety needs in Broward County: Complete Streets, Vision Zero, safe speeds, technology, mid-block crossings, lighting, speeding in neighborhoods, high-risk network, railroad safety, school zone, and Quick Build projects. The Action Plan will incorporate Broward County studies that may include but are not limited to the Broward County Low Stress Multimodal Mobility Transportation System Master Plan, Near-Miss Traffic Incident Identification System at Signalized Intersections for Proactive Roadway Safety Analytics and Mobility Enhancement, and Countywide Intersections Study.
 - b. Incorporates the following components that USDOT has identified as necessary elements of a Safety Action Plan:
 - Leadership Commitment and Goal Setting
 - Planning Structure
 - Safety Analysis
 - Engagement and Collaboration
 - Equity Considerations
 - Policy and Process Changes
 - Strategy and Project Selections
 - Progress and Transparency
 - c. Ensure that the Action Plan meets all required criteria from the SS4A USDOT Action Plan Criteria and Implementation Grant Criteria to ensure the Action Plan recommendations qualify for future SS4A implementation grants.
4. BMPO will lead every task in the process with County. County will participate in the tasks and deliverables to develop the Action Plan and provide input for the progress report the BMPO will provide to USDOT/FHWA.
5. The County Administrator will designate Broward County Project Manager (BC PM) as a single point of contact authorized to make decisions and coordinate with County staff regarding the completion of the tasks and deliverables to develop the Action Plan. BC PM will attend and participate in monthly coordination meetings and other meetings as necessary.
6. County will participate in the Consultant selection process by providing representation on the evaluation committee, participating in the short-listing process, and actively participating in the development of the scope of services, project schedule, deliverables, etc., for the Consultant contract, and providing meaningful input throughout the Consultant contract negotiation process.
7. Partners will provide joint review and work toward resolution of comments on all deliverables to be submitted by the Consultant.
8. The BMPO PM is responsible for coordination with the internal BMPO staff. The coordination will include regular internal meetings, gathering input from internal staff, and sharing project

deliverables for internal review and approval. The BC PM is responsible for internal coordination with County staff.

9. Partners will provide transparent, full, and open communication, and will act in the partnership's best interests, as well as the best interest of the other Partner.

B. Oversight and Guidance

1. Monthly Coordination Meetings

- a. BMPO PM will lead monthly coordination meetings with BC PM and Consultant.
- b. BMPO PM and BC PM will confer on the execution of tasks and agree on the assignment of task duties to County staff and Consultant.
- c. Consultant PM will provide timely responses for the preparation, coordination, and review of tasks. BMPO PM will forward prompt requests for input to the BC PM to allow for a timely review and comment period.
- d. BMPO PM, BC PM and Consultant PM will provide updates on the task progress and schedule at the monthly coordination meetings.

2. Oversight Committee

The Partners will establish an Oversight Committee based on direction from USDOT/FHWA as provided in the SS4A Grant Agreement. The Oversight Committee will meet on a quarterly basis and will review the Consultant work products and provide guidance and comments. The membership of the Oversight Committee will include technical staff, and representatives from health industry, law enforcement, business community, and community organizations. Each Partner will appoint staff members to participate on the Oversight Committee.

3. Working Group

The Partners will establish a Working Group to provide technical guidance for the development, implementation, and monitoring of the Action Plan. The Working Group will consist of representatives from jurisdictional owners and technical staff from other local agencies and municipalities. The Working Group will have technical knowledge of transportation and safety issues.

The County Administrator will appoint County staff to the Working Group. BMPO Executive Director will appoint MPO staff.

The Partners will determine the appropriate number of members for the Working Group and determine the agencies that should provide representatives. Each Partner will appoint staff members to participate in the Working Group.

The Working Group may establish subcommittees to focus on specific areas of interest, such as an outreach committee and technical committees with subject matter experts on components of the transportation system, including but not limited to transportation safety, traffic congestion, sidewalks, transit, multimodal facilities, Complete Streets, etc.

C. Funding

1. Funding for the Action Plan consists of a \$5 million SS4A discretionary Grant award from USDOT/FHWA and \$1.25 million in local match to be provided by County. The direction for the

use of SS4A Grant funds shall be governed by the terms of the Grant Agreement with USDOT/FHWA.

2. BMPO will administer the SS4A Grant and comply with all applicable federal requirements for procurement and administration of grant funds, including retaining 10% of the discretionary grant funds to cover costs associated with administering the grant. BMPO must maintain books, records, documents, and all other materials pertinent to work under this MOU in accordance with generally accepted accounting principles and practices.
3. County intends to provide the \$1.25 million in local in-kind match through planning studies that will be conducted by consultants or through in-kind personnel services that the County will be able to document to satisfy the terms of the Grant Agreement. The Partners will jointly confirm with USDOT/FHWA the eligibility of these projects as vehicles for the local match in terms of the content of the studies and the timelines.

D. Progress Reports

1. BMPO will prepare monthly progress reports to accompany invoices for submittal to USDOT/FHWA.
2. County will provide monthly progress reports on the studies funded with the local match to BMPO for inclusion in progress reports that accompany invoices to USDOT/FHWA, per the agreed upon time period in the SS4A Grant Agreement.

E. Data

1. Partners will, to the extent feasible, make available, at no cost to each other, all relevant, readily available, resources such as data and information systems for the other's use, and also share their knowledge of local conditions relevant to the Action Plan to the extent possible.
2. BMPO will lead the collection of data with the Consultant and/or assist in coordinating the review of all data, reports, presentations, maps, video, and figures.
3. All data collection and analysis produced by the Consultant will be readily available for both Partners to use to advance their efforts related to safety and the goals of the Action Plan.

F. Review and Comments

Partners will agree upon proper review periods.

G. Public Involvement

Partners will jointly approve a Public Participation Plan (PPP) developed with the Consultant. Partners will jointly conduct the public involvement efforts and provide resources to supplement the Consultant tasks to develop the Action Plan.

1. The PPP will assign tasks to each Partner.
2. County will provide resources that will include the scheduling of meetings and presentations with Broward County advisory committees. County staff will attend the presentations to Broward County advisory committees, assist in the preparation of presentations, and participate in the presentations, including responding to questions and comments. County staff will also provide staff resources at public involvement events to represent County and provide the County expertise.
3. BMPO will maintain a website for the Action Plan to provide information on the development of the Action Plan and to post the Action Plan's recommendations. Upon completion of the Action

Plan, the Partners will monitor the implementation and impacts of the Action Plan and post updates to the website. Both Partners will provide updates on project status and data to inform performance measures as identified in the Action Plan.

3. DISPUTE RESOLUTION

In the event of a dispute, controversy or claim arising out of or relating to this MOU, or the breach, termination, or invalidity thereof (a “dispute”), the Partners will use their best efforts to settle promptly such dispute through direct negotiation between their designated project managers.

If the Partners are unable to resolve the dispute through direct negotiation within 10 (ten) days, the Partners will present the dispute information to the County Administrator and BMPO Executive Director and abide by their direction and decision.

4. DURATION OF MEMORANDUM OF UNDERSTANDING

This MOU shall be in effect from the date that it is fully executed and will continue until it is terminated by the Partners in writing with the same formality as this MOU.

Continued coordination will be necessary to ensure the implementation of the Action Plan recommendations beyond the end of the term of the MOU. Future coordination may lead to the development of new MOUs or Joint Participation Agreements (JPA) among the Partners and federal, state, regional, or local agencies.

5. AMENDMENTS

Partners may only modify this MOU by mutual written agreement. This MOU and any amendments or modifications to the MOU shall become effective upon execution.

6. SEVERABILITY

If any part of this MOU is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this MOU and the balance of this MOU shall remain in full force and effect.

7. CONCLUSIONS

In signing this MOU, the undersigned understands and accepts the roles and responsibilities assigned to each of the Partners. Each of the Partners agrees to pursue maximum cooperation and communication to ensure that the project fully complies with applicable federal, state and County requirements and results in a minimum duplication of effort and is performed in a cost-effective manner.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this MOU : BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the ____ day of _____, 20__ (Item No. ____), and BROWARD METROPOLITAN PLANNING ORGANIZATION, signing by and through its Board Chair and Executive Director, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
Monica Cepero
County Administrator

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Angela J. Wallace (Date)
Transportation Surtax General Counsel

BMPO

**BROWARD METROPOLITAN
PLANNING ORGANIZATION**

By: _____

Gregory Stuart, Executive Director

By: _____

Frank C. Ortis, Chair

This 13 day of July, 2023.

This 13th day of July, 2023.

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.