

RESOLUTION NO.

R-2018-286

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, SUPPORTING THE BROWARD METROPOLITAN PLANNING ORGANIZATION'S ("MPO") APPLICATION FOR FEDERAL TRANSIT ADMINISTRATION FUNDING FOR MOBILITY HUBS, INCLUDING THE HOLLYWOOD BLVD./STATE ROAD 7 MOBILITY HUB PROJECT, AND UPON THE MPO BEING AWARDED THE GRANT FUNDING, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A SUBRECIPIENT AGREEMENT IN THE AMOUNT OF \$900,000.00 WITH THE MPO FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT BY THE CITY.

WHEREAS, the Broward Metropolitan Planning Organization ("MPO") is a direct recipient of a Federal Transit Administration ("FTA") Grant for Mobility Hubs, including the Hollywood Blvd/State Road 7 Mobility Hub project, which includes a planning phase and a design, permitting and construction phase; and

WHEREAS, the FTA Grant award to MPO takes place in two phases, with the first phase being the award for a Planning Study which serves as a basis for the second phase for Design/Construction with a Grant Award to MPO in the amount of \$900,000; and

WHEREAS, the MPO has completed the planning study phase, attached as Attachment "1", and is pursuing the second phase for the grant funding, which upon award of funding, MPO will provide the City, as a subrecipient of the grant, the \$900,000.00 grant funds to be utilized by the City to complete the design, permitting and construction of the improvements identified in the planning study; and

WHEREAS, the second phase of the grant requires that the City support the MPO's pursuit of the grant funding under the second phase; and

WHEREAS, upon award of funding, the City will be required to execute a Subrecipient Agreement in substantially the form as set forth in Attachment "2"; and

WHEREAS, the Subrecipient Agreement and incorporated documents (see Attachment "3", FTA Master Agreement) require the City to follow the FTA Grant language in the performance, reporting and billing of the work, and the project must be completed by March 2022; and

WHEREAS, upon completion of the project, the City will be responsible for the maintenance of the improvements located in the Florida Department of Transportation's right-of-way; and

WHEREAS, the Mobility Hub improvements identified in the planning study will include patterned crosswalks, pedestrian scale lighting, two bus shelters and one pedestrian bridge at the 441 Linear Park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it supports the Broward Metropolitan Planning Organization's application for Federal Transit Administration design and construction phase funding for the Hollywood Blvd/State Road 7 Mobility Hub Project Financial Management Number 433492.2.

Section 3: That upon the award of the grant funding to the MPO, it authorizes the appropriate City officials to execute a Subrecipient Agreement in substantially the form attached, together with such non-material changes as may be subsequently agreed to by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

CITY SUPPORT OF GRANT APPLICATION AND ENDORSEMENT FOR EXECUTION
OF MPO SUBRECIPIENT AGREEMENT FTA GRANT FOR HOLLYWOOD BLVD/SR7
MOBILITY HUB

PASSED AND ADOPTED this 20 day of September, 2018.

ATTEST:


PATRICIA A. CERNY, MMC
CITY CLERK


JOSH LEVY, MAYOR

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the use and reliance
of the City of Hollywood, Florida only.


DOUGLAS R. GONZALES
CITY ATTORNEY

PLANNING FRAMEWORK

The Planning Framework presented in this section provides an organizing strategy for undertaking infrastructure improvements in the Hollywood/SR7 area, with a particular emphasis on near-term priorities for investment. The Framework enables consideration of both the near-term and the long-term so that investments in early phases do not preclude more 'visionary' future objectives for the area, but instead establish a strong foundation for subsequent phases of coordinated investment in the coming years.

Though the FDOT roadway reconstruction project that is nearing completion will have as-yet-undetermined effects on prevailing movement patterns, Framework development included reviewing study area activities and circulation patterns between travel modes within the intersection and the immediate vicinity for multimodal connectivity. The functionality of bike/pedestrian connections considering in-progress SR7 improvements and anticipated future private development was also reviewed. The Framework is consistent with the City's current rezoning efforts and long-term redevelopment aspirations, and with pending Complete Streets and other improvements to bicycle and pedestrian connectivity on nearby secondary routes.

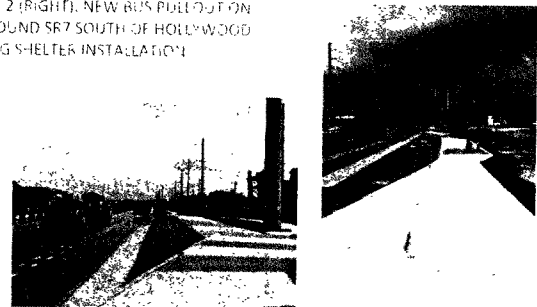
The Planning Framework builds on past planning efforts and an understanding of existing planning area conditions, as described in the preceding **Planning Context**. It is also informed by early stakeholder input and is consistent with the findings of the preceding **Market Analysis**. It guides the application of specific Hub Elements in defined Focus Areas, as described later in this section. The Framework serves therefore as a "pivot point" between a general discussion of City and agency aspirations and the identification of specific investments that support these aspirations, documented in the **Near-Term Priority Projects** and **Implementation Strategy** sections to follow.

This section presents the following:

- **Framework Principles** related to Mobility, Safety and Placemaking that guided development of the physical Framework.
- **Hub Elements** presented for stakeholder consideration, also organized as they relate to Mobility, Safety and Placemaking.
- **Framework Layers** that describe the anticipated underlying development pattern in the Hub area, and potential investments to the public realm and multimodal opportunities that could support a vibrant Hub location.
- **Focus Areas** that break the planning area into discrete segments for purposes of project identification and phasing.
- **Project Priorities** identified during a work session with the City of Hollywood on June 29, 2017 for incorporation into a design concept and cost estimate for near-term implementation.

FIGURE F-1 (LEFT): NEW BUS PULL-OUT ON NORTHBOUND SR7 NORTH OF HOLLYWOOD, AWAITING SHELTER INSTALLATION

FIGURE F-2 (RIGHT): NEW BUS PULL-OUT ON SOUTHBOUND SR7 SOUTH OF HOLLYWOOD AWAITING SHELTER INSTALLATION



FRAMEWORK PRINCIPLES

Mobility

- Encourage/promote multimodal travel
- Facilitate easier use of the transit system

Safety

- Increase safety of all users
- Separation of modes

Placemaking

- Activate the public realm
- Serve as an entry point for the City of Hollywood
- Support (re)development efforts

HUB ELEMENTS

Examples of potential elements to include in the Hollywood/SR7 Hub area were presented and discussed with local stakeholders at a June 29, 2017 work session to establish local priorities for the Planning Framework.

Mobility

Figure F-3 provides examples of potential improvements to enhance multimodal mobility in Hub areas, and in particular amenities for transit users and support for transfer and first-mile/last-mile connections.

Safety

Figure F-4 provides examples of potential improvements to enhance safety for pedestrians and bicyclists in Hub areas, through separation of modes and highlighting areas set aside for non-motorized movement.

Placemaking

Figure F-5 provides examples of potential improvements related to urban design, which can enhance both the pedestrian and driver experience and establish a strong and positive community identity.

Planning Framework

FIGURE F-3 MOBILITY ELEMENTS

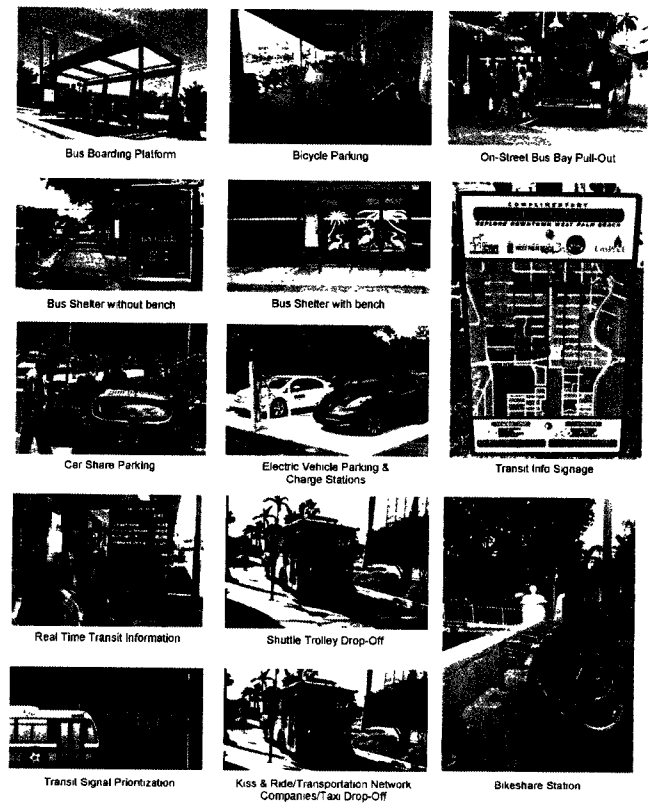


FIGURE F-4. SAFETY ELEMENTS

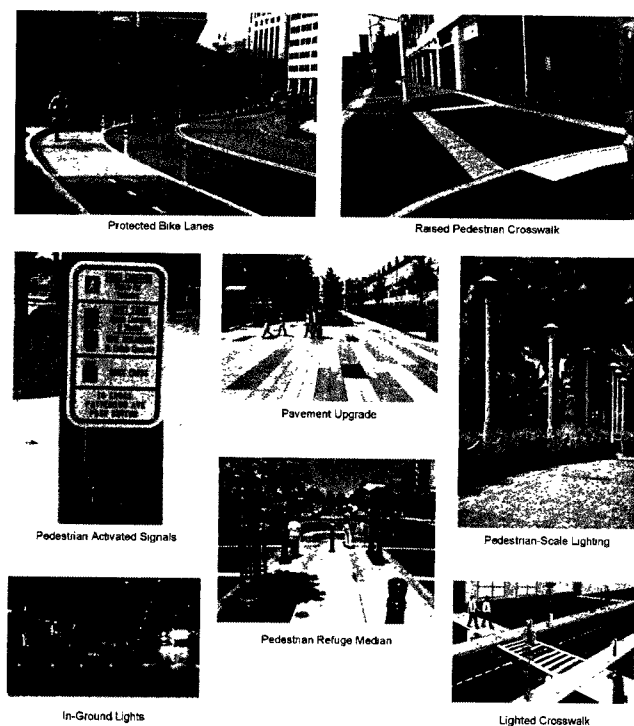
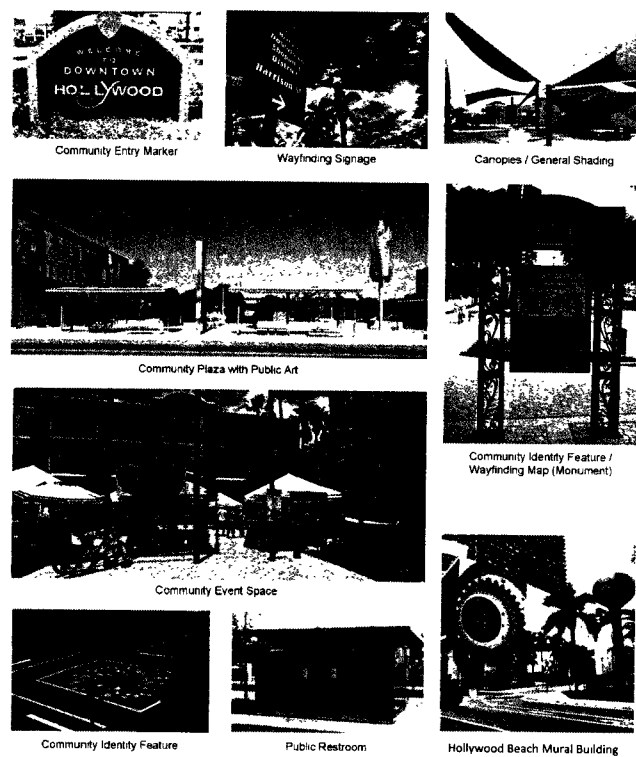


FIGURE F-5. PLACEMAKING ELEMENTS



FRAMEWORK LAYERS

The Framework layers depicted in Figures F-6 and F-7 on the following pages reinforce the interconnected nature of the underlying land use and development pattern, the environment within the public right-of-way, the various types and modes of movement, and the elements that support these modes. The Framework provides a *conceptual* depiction of potential improvements to guide more detailed design efforts in conjunction with the Hub elements.

DEVELOPMENT PATTERN AND PUBLIC REALM

Figure F-6 depicts the following:

- **Land Uses**, reflecting the development pattern that is anticipated in the near-term, building from the new linear open space along SR7 extending north from Hollywood. While the Hub area will remain larger scale and commercial in orientation south of Hollywood, opportunities for new multifamily development and limited mixed use development to the north are possible in the near- to mid-term.
- **Key Development Sites**, including the importance of applying design standards and access management at key corner sites at the primary intersection and Hollywood frontage, and ensuring that they redevelop in a way that prioritizes pedestrian movement and transit access.
- **Key Open Space Opportunities**, including maintaining sight lines and establishing a consistent community identity at the corners of intersections within the Hub area. This could include limited easements or acquisition to provide an expanded public right-of-way for aesthetic and transit-related improvements.
- **Potential Public Realm Investments**, including *conceptual* locations for community identity elements, transit information signage and local wayfinding features.

MULTIMODAL OPPORTUNITIES

Figure F-7 depicts the following:

- **Key Movements at three scales:**
 - Regional auto and transit movements along the primary arterial network;
 - Local auto movements to access neighborhoods to the northwest, northeast and southwest at a finer grain; and
 - Local pedestrian and bike movements, reflecting the finest grain mobility network of both local daily activity and transit users accessing commercial areas to the south.
- **Multimodal Opportunities at the primary and four secondary intersections:**
 - Regional transfer-oriented bus stops at the primary intersection, including the potential to consolidate stop locations, thus reducing the number of transfer movements to be accommodated in the future.
 - Local bus stops at secondary intersections that serve local residents, employees and shoppers.
 - Enhanced pedestrian crossings in proximity to bus stops, to increase the visibility of the pedestrian network and encourage crossing at clearly delineated locations.
 - Access coordination over the long-term, anticipating future opportunities to support multimodal transfers between BCT buses and community shuttles, transportation network companies (such as Uber and Lyft) and kiss-and-ride drop-offs through agreements with adjacent private property owners.

FIGURE F-6 DEVELOPMENT PATTERN AND PUBLIC REALM

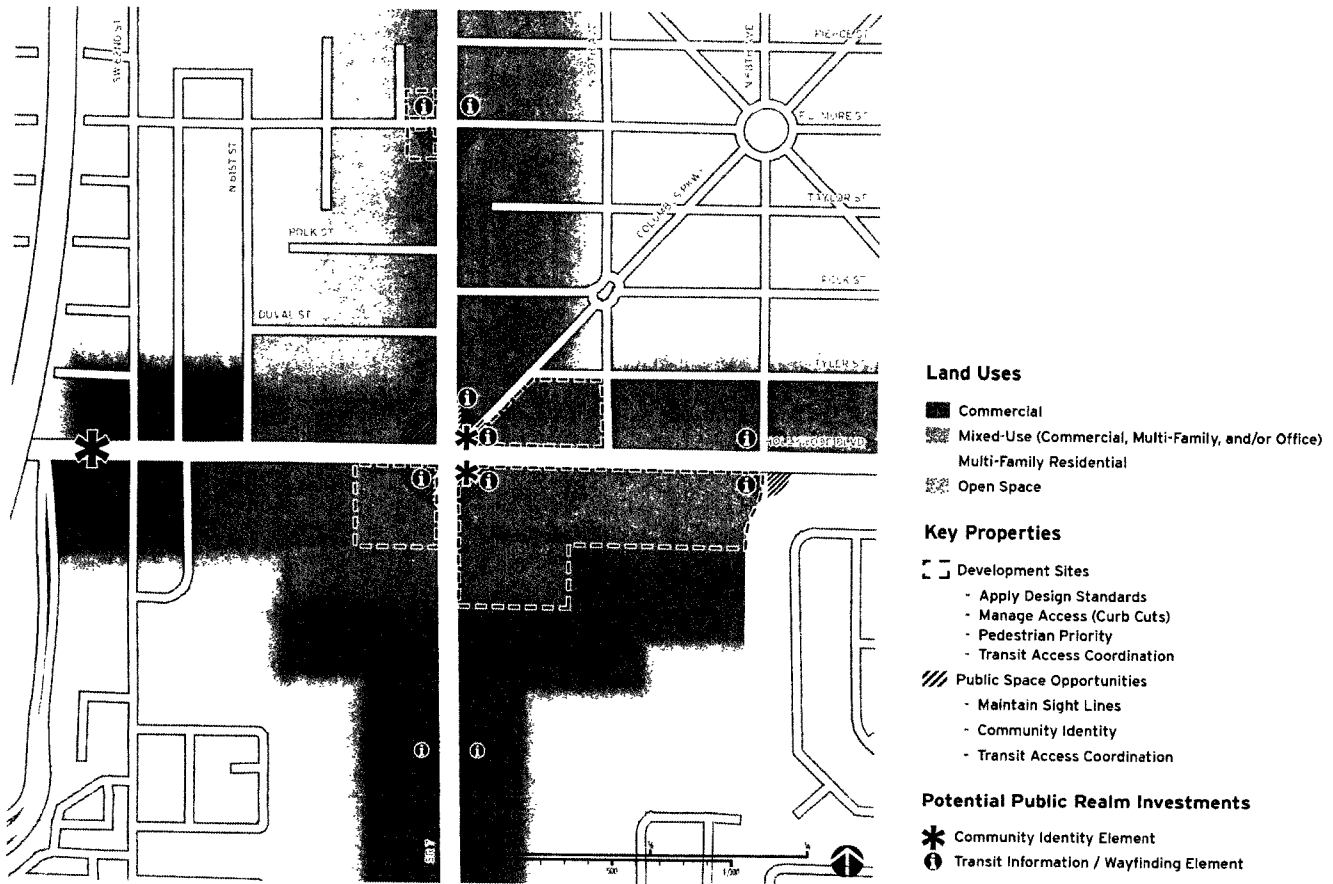
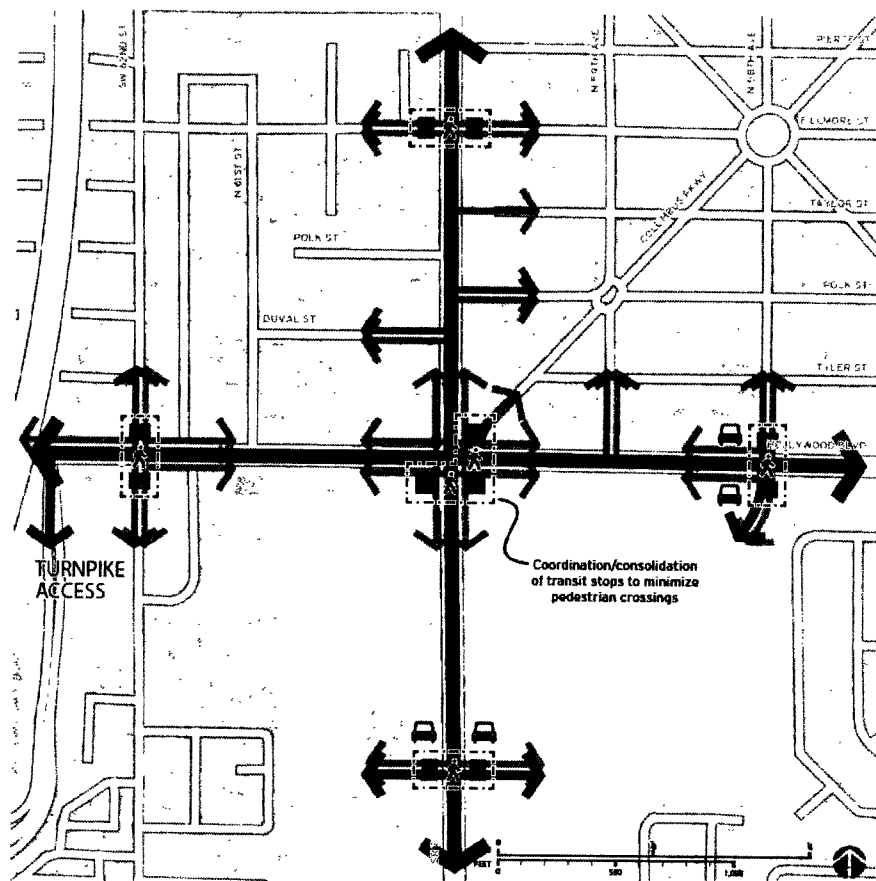


FIGURE F-7. MULTIMODAL OPPORTUNITIES



Key Movements

- Regional Auto and Transit
- Local Auto
- Local Pedestrian / Bike

Multimodal Opportunities

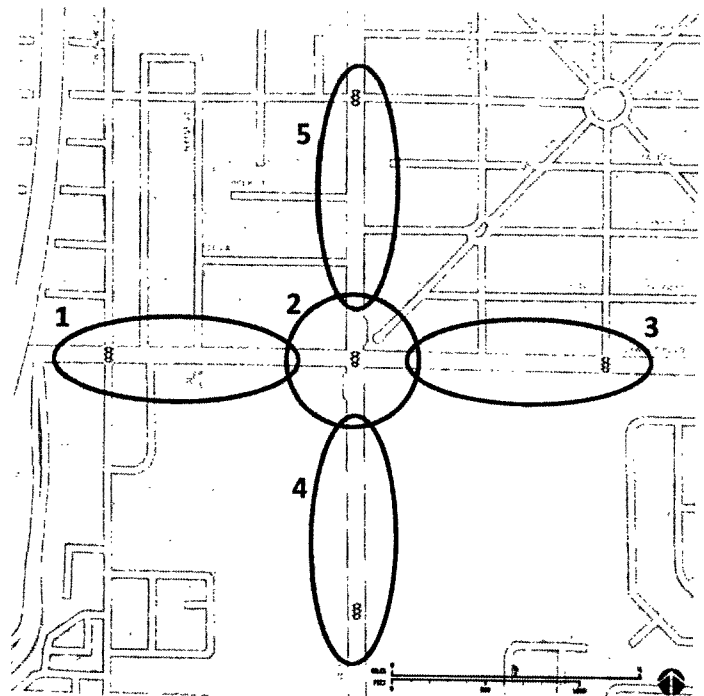
- Enhanced Pedestrian Crossing
- Local Bus Stop
- Regional/Transfer Bus Stop
 - Local to Local
 - Local to Breeze/95-Express
- Access Coordination
 - Off-street zone convenient to boarding area at curb
 - Transportation Network Companies (TNQ)
 - Community Shuttle
 - Kiss-n-Ride

FOCUS AREAS

To facilitate discussion of potential improvements and coordination of implementation efforts between the MPO, the City of Hollywood and other cooperating agencies, the Hub area was divided into five “focus areas” as depicted in Figure F-8.

1. **Hollywood West** encompasses the Hollywood corridor from Florida’s Turnpike to the intersection with SR7.
2. **Intersection** encompasses the primary intersection of SR7 and Hollywood Boulevard.
3. **Hollywood East** encompasses the Hollywood corridor from the SR7 intersection to the intersection with North 58th Avenue.
4. **SR7 South** encompasses the SR7 corridor from the southerly signalized entrance into the new Walmart-anchored commercial development to the SR7 intersection.
5. **SR7 North** encompasses the SR7 corridor from the SR7 intersection to the newly signalized intersection with Fillmore Street.

FIGURE F-8 PROJECT FOCUS AREAS



PROJECT PRIORITIES

A work session was convened with the Broward MPO, City of Hollywood, consulting team and other invited agencies on June 29, 2017. At the work session the Planning Framework and Hub Elements were presented and discussed.

The City also provided information regarding a newly updated City logo that will be deployed in various ways to establish a consistent City identity (see Figure F-9), and requested that near-term design concepts consider how to incorporate the new logo and identity theme as part of Hub improvements.

FIGURE F-9: UPDATED CITY OF HOLLYWOOD LOGO DESIGN



The work session resulted in the establishment of project priorities for near-term implementation. It was determined that Focus Area 1 and Focus Area 4 will be addressed in the future, as development opportunities arise and a planned FDOT study of the Florida's Turnpike interchange gets underway. The near-term priorities listed here for Focus Areas 2, 3 and 5 are addressed in more detail in the **Near-Term Priority Projects and Implementation Strategy** sections to follow.

FOCUS AREA 2

Provide a **shade structure at the northeast corner** to serve transit riders at the nearby stops on the northeast corner

- Bench seating underneath
- Bike rack nearby
- Consider incorporating a low wall/buffer and a kiosk
- Consider incorporating the new City logo colors in the shade panel design
- The structure could potentially also serve as a shaded seating area on days when food truck vendors would use the cul-de-sac roundabout (see below)

Potential near-term coordinating projects (by others):

- BCT/City: Consider relocating the westbound nearside bus shelter closer to the corner (and shade structure)
- BCT/City: Consider enhancements to existing/reinstalled shelters at both northeast corner stops (convert to add a transit map/info panel and/or additional side shade panel and/or solar-powered night lighting)
- City: Consider "temporary" vertical panels at intersection corners incorporating the new City logo and a possible trellis for climbing plantings (shield utility boxes at southeast corner, protect vertical dropoff edge at southwest corner, augment grassy patch with trees at northwest corner)
- FDOT/City: Address standing water issues at roundabout
- City: Coordinate and promote a "food truck day" at the northeast corner (perhaps weekly)

FOCUS AREA 3

Pedestrian safety improvements to Hollywood/58th signalized intersection (or potentially to a “mid-block” crossing location closer to the private entrance drive into Walmart center between Panda and gas station)

- In-ground pedestrian-activated lighting across Hollywood (at the west leg of the intersection if at 58th)
- Color-enhanced crosswalks at all curb cuts and legs of intersection in vicinity of bus stops (running east-west only, not across Hollywood)
- Locate eastbound and westbound local bus stops to align better with each other across Hollywood, and near lighted crosswalk (potentially punch through the existing planted median)

Potential near-term coordinating projects (by others):

- BCT: Consider enhancements to existing/reinstalled shelters at local bus stops serving 58th (convert to add a transit map/info panel and/or additional side shade panel and/or solar-powered night lighting)
- City: Consider upgraded paving at both bus shelters, to coordinate with linear park paving palette
- City: Consider installing logo banners at lighting along Hollywood, extending east toward downtown
- City: Consider installing pole-mounted City logo wayfinding signage directing visitors to Tri-Rail, downtown, Young Circle park, waterfront heading east, and to Florida’s Turnpike heading west

FOCUS AREA 5

Pedestrian scale lighting along the linear park from Hollywood to Fillmore, installed between the public sidewalk and curving path to serve both

Pedestrian scale lighting serving both local Fillmore bus stops

Widen curving path if feasible to 10+ feet wide from Hollywood to Fillmore (potentially by adding a colored concrete stripe)

Ramp connection at north end of bus pullout if feasible to give bike riders access to curving path going northbound

Pedestrian safety improvements to Fillmore/SR7 signalized intersection

- In-ground pedestrian-activated lighting across SR7 (at the north leg of the intersection)
- Color-enhanced crosswalks at the east and west legs of intersection (not across SR7)
- Locate local bus stops at nearside for southbound and farside for northbound to align with the lighted crossing
- Include a bike rack at both northbound (in park) and southbound bus stops

Potential near-term coordinating projects (by others):

- BCT: Consider enhancements to existing/reinstalled shelters at both local Fillmore bus stops (convert to add a transit map/info panel and/or additional side shade panel and/or solar-powered night lighting)
- City: Consider upgraded paving at both bus shelters, to coordinate with linear park paving palette and ideally in an expanded shelter/plaza area at northwest Fillmore corner (potentially via an easement or use agreement)
- City: Consider installing logo banners at pedestrian-scale lighting along park

SUBRECIPIENT AGREEMENT
BETWEEN
BROWARD METROPOLITAN PLANNING ORGANIZATION
And
CITY OF HOLLYWOOD
For
HOLLYWOOD BOULEVARD / STATE ROAD 7
MOBILITY HUB PROJECT

This is an Agreement made and entered into by and between: **BROWARD METROPOLITAN PLANNING ORGANIZATION**, created pursuant to Section 339.175, Florida Statutes, hereinafter referred to as "BMPO,"

AND

CITY OF HOLLYWOOD, a political subdivision of the State of Florida, hereinafter referred to as "City.

WHEREAS, the BMPO is a Direct Recipient in the Miami Urbanized Area of federal assistance from the Federal Transit Administration ("FTA"); and

WHEREAS, the BMPO has set aside \$900,000 ("Grant Funds") to reimburse the City for design and construction of improvements in the Hollywood Boulevard / State Road 7 Mobility Hub area (the "Project"), which is located in the City; and

WHEREAS, the BMPO will use an FTA Grant Agreement as the mechanism to reimburse the City, as it completes specified milestones for this Project. FTA approval of the Grant Agreement is anticipated in Fiscal Year 2019, at which time the Grant Agreement will be an exhibit to this Agreement; and

WHEREAS, the BMPO is willing to utilize the Grant Funds to fund the Project which will be administered by the BMPO and implemented by City; and

WHEREAS, the BMPO is responsible for ensuring that the Grant Funds are properly utilized to implement the Project and that the City complies with FTA's Section 5307 grant requirements; and

WHEREAS, the City desires to promote transit-focused amenities to elevate the role of transit within the Program area, along with crossing and wayfinding elements that are responsive to varying needs for residents, local employees, shoppers, etc., dependent upon the location in the Hollywood Boulevard / State Road 7 Mobility Hub area; and

WHEREAS, on _____, 2018, the City Commission passed and adopted Resolution No. R-_____ which authorized the appropriate City officials to execute this Agreement with the BMPO; and

WHEREAS, on _____, 2018, the BMPO Board authorized the appropriate BMPO officials to execute this Agreement with the City; and

WHEREAS, BMPO and City desire to enter into an Agreement whereby the duties and obligations of each party to the other are set forth therein.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the BMPO and City agree as follows:

ARTICLE 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 word or phrase is used requires a different definition:

- 1.1 **Agreement** - means this document, Articles 1 through 11, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **BMPO Board** – The Broward Metropolitan Planning Organization Board.
- 1.3 **BMPO Contract Administrator** - The BMPO Executive Director, or his/her designee. The primary responsibilities of the BMPO Contract Administrator are to coordinate and communicate with City.
- 1.4 **City Contract Administrator** - The City Manager of the City , or his/her designee. The primary responsibilities of the City Contract Administrator are to coordinate and communicate with BMPO 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 contrasted with matters of policy, all parties may rely on the instructions or determinations made by the City Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5 **Project** - The Project consists of the services described in Article 2.

ARTICLE 2
PURPOSE AND SCOPE

- 2.1 The purpose of this Agreement is to set out the terms and conditions for the City to provide management of the design and construction of streetscape improvements in the Project Area as identified in the Hollywood / State Road 7

Mobility Hub Master Plan Planning Framework (Technical Memo 4), Project Elements (Technical Memo 5), and Implementation Strategy (Technical Memo 6) in partnership with the BMPO which include:

- a. Patterned Crosswalks
 - b. Pedestrian Scale Lighting
 - c. Up to two new bus shelters or additional shelters
 - d. Pedestrian bridge or culvert connecting SR7 linear park
 - e. Wayfinding Signage
- 2.2 The Project Area is located in the area of the intersection of Hollywood Boulevard and State Road 7 in Hollywood, Florida.
- 2.3 In Fiscal Year 2019, the BMPO will make available \$900,000 of flex funds from the Federal Transit Administration ("FTA") for the implementation of the Hub recommendations. The City will by accepting these FTA funds, agree to the maintenance of all new Hub elements as a condition of the funding. Through this Agreement, the BMPO will reimburse the City for completing the design and leading the construction of the agreed Mobility Hub improvements. The reimbursement will occur on a monthly basis as the City provides invoices and progress reports to document its progress.
- 2.4 Further, the City will leverage various funding sources to the extent feasible, targeting alternate funding sources, including local funds, for improvements that are not eligible for FTA funding.
- 2.5 The City will be responsible for administering and managing the Project in a manner satisfactory to the BMPO and consistent with the concepts for streetscape improvements and implementation recommendations developed as part of the Project.

ARTICLE 3 GRANT PASS THROUGH REQUIREMENTS

- 3.1 Section 5307 Grant - City agrees to comply with all the terms and conditions set forth in Section 5307 grant agreement and the FTA Master Grant Agreement. A copy of the Grant agreement executed by BMPO will set out the allocation of Section 5307 funds for the Project ("Grant Agreement") and upon execution will be attached hereto as Exhibit "A", and the FTA Master Grant Agreement ("Master Agreement") is located at <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-master-agreement-fiscal-year-2018>. City

acknowledges that this Master Agreement may be amended by FTA from time to time and City agrees to abide by any and all such amendments. In consideration for BMPO's payment to City of the Section 5307 grant funds, City shall perform the Project in compliance with each and every applicable term and condition set forth in the Grant Agreement and the Master Agreement.

- 3.2 Grant Obligations - City shall comply with the applicable Section 5307 grant requirements applicable to Project, including, but not limited to compliance with requirements relating to the source of the local share, accounting, records retention, audit provisions, Disadvantaged Business Enterprise (DBE) requirements, competitive procurement, Florida's Prompt Payment Act, Davis Bacon Act requirements, and Buy America requirements. BMPO may enforce against City any right that FTA may enforce against BMPO pertaining to the provision of FTA funds to City from the BMPO under the Section 5307 grant.
- 3.3 Federal Requirements - In addition to the obligations of the Section 5307 grant, City must comply with any and all laws, statutes, rules, regulations, circulars, directives, and requirements of the federal and state government that relate to or in any manner affect the performance of public transit services and/or the Project grant funds under this Agreement. These regulations, circulars, and directives include, without limitation, the following:

FTA Circular No. 4220.1F "Third Party Contracting Guidelines"; 49 CFR Part 19, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; Office of Management and Budget (OMB) 2 CFR Chapter I, Chapter II, Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award; PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARD at the following links:

i. (<https://www.gpo.gov/fdsys/granule/CFR-2017-title2-vol1/CFR-2017-title2-vol1-part200>);

ii. FTA Circular for Award Management Requirements

(<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/regulations-and-guidance/fta-circulars/58051/5010-1e-circular-award-management-requirements-7-21-2017.pdf>),

and any amendments or revisions to the foregoing.

Anything in this Agreement to the contrary, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. City shall not perform any act, fail to perform any act, or refuse to comply with any BMPO requests which would cause BMPO to be in violation of the FTA terms and conditions related to the Grant Agreement or the Master Agreement, as may be amended by the FTA from time to time.

- 3.4 Progress and Financial Reports - City shall prepare narrative Progress Reports and Financial Reports on forms approved by the BMPO describing the progress of the work and expenditures for the Project funded under the Section 5307 grant on a monthly basis. The Progress Report must contain the following information: (1) description of the work completed during the prior period; (2) tasks expected to be completed during the next period; (3) explanations of any problems or delays encountered or anticipated; and (4) any other detail that may be reasonably requested by BMPO.

The Financial Reports must include, at a minimum, the information as described on the form attached as Exhibit "B".

Properly completed Progress and Financial Reports must be delivered to BMPO no later than 20 calendar days after the conclusion of each one (1) month period as set forth above. Progress and Financial Reports are deliverables under this Agreement and must be reviewed and accepted by the BMPO prior to the BMPO's approval and payment of City's invoices.

- 3.5 Grant Indemnity – City's failure to reasonably perform its obligations related to the receipt of the Project Grant Funds shall constitute a material breach of this Agreement. City, to the extent permitted by law, agrees to indemnify and hold the BMPO harmless from any liability, demand, claim, penalty or any other adverse action resulting from breach by the City of its obligations related to the receipt of the Project Grant Funds, including, any demand for return of all or a portion of the Pilot Project Grant Funds (including interest and penalties). In the event there are changes made to the Grant Agreement after execution by BMPO and FTA, or the execution of this Agreement, the parties agree to amend this Agreement as necessary to comply with those changes. If for any reason the City fails or is unable to utilize or expend the subject Grant Funds consistent with this Agreement within three (3) years from the effective date of this Agreement, the BMPO may, within its reasonable discretion and without penalty, elect to cancel or terminate this Agreement.

ARTICLE 4 TERM

- 4.1 This Agreement shall be effective upon execution by both parties and shall continue in full force and effect until City performs all obligations and responsibilities, with respect to the funds set forth in Exhibit "A", imposed on BMPO by FTA for receipt of federal funds under the Section 5307 grant for the Project or December 31, 2024, whichever occurs first.

- 4.2 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.

ARTICLE 5
CONSIDERATION AND PAYMENT

- 5.1 Pursuant to this Agreement, the BMPO has transferred \$900,000 from its FHWA funds to pay for those activities/tasks described in the Project funded under the FTA Section 5307 grant. The total FTA share for this Project is an amount not to exceed \$900,000, for actual costs incurred, including administrative costs payable to the BMPO and City. In the event the Project costs exceed the Grant amount, the increase in the Project costs will be the sole responsibility of the City.
- 5.2 The BMPO shall have no obligation to independently fund the costs of the Project.
- 5.3 Reimbursement of the BMPO's and City's expenses for the Project funded under the Section 5307 grant shall be subject to the cost principles set forth in Part 200 – Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Award at the following links:
i. (<https://www.gpo.gov/fdsys/granule/CFR-2017-title2-vol1/CFR-2017-title2-vol1-part200>);
ii. (<https://www.gpo.gov/fdsys/pkg/CFR-2017-title2-vol1/pdf/CFR-2017-title2-vol1-part200.pdf>);
and The Federal Register at:
(<https://www.federalregister.gov/documents/2017/05/17/2017-09909/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>);
as well as the applicable provisions of the Section 5307 grant. The BMPO agrees to reimburse City for its expenditures that are allowable under the Project grant. The BMPO shall charge costs directly associated with the BMPO's oversight of the Project.
- 5.3.1 Indirect Costs: A state or federally approved indirect cost rate may be applied to the Project for the benefit of the BMPO. If the BMPO does not have a federally approved indirect cost rate, a rate up to the de minimis indirect cost rate of 10% of modified total direct costs may be applied. The BMPO may opt to request no indirect cost rate, even if it has a federally approved indirect cost rate.
- 5.4 The City shall be reimbursed for the costs associated upon the satisfactory completion of the following milestones, as reasonably determined by the BMPO in its sole discretion:

- a. Consultant Submittal of 60% plans- consultant fees to date
- b. Consultant submittal FDOT for permitting- consultant fees to date
- c. Project advertised for bids- plans approved for permit by FDOT-consultant and other fees to date
- d. Construction contract awarded – consultant fees to date no retainage
- e. Construction progress payments- every month- payment to contractor, plus consultant fees
- f. Final completion- Final payment including retainage paid to contractor, consultant final invoice.

Public outreach communication, and project/design management associated with completion of this milestone shall be documented and an allowable cost shall be made to the City under this milestone.

Completion of the construction phases will be deemed to have occurred when the City submits all receipts, approved permits, certificate of completion, if any, copies of all permits with all required sign-offs, and all other necessary documentation indicating the construction phase has been completed in a satisfactory manner. Final required sign-off shall include a professional engineer's signing and sealing that the Project is complete and operational, in substantial conformance with the plans and specifications.

At the completion of the Project, the CITY shall provide verified actual costs satisfactorily demonstrated to have been expended by the City for completion of the Project, in an amount not to exceed Nine Hundred Thousand and 00/100 Dollars (\$900,000). Upon satisfactory review and approval of all required documentation from the City, the BMPO shall pay the balance of the total contract amount after the costs reimbursed for the preceding milestones. Public Outreach, communication, and project/design/construction management associated with completion of this milestone shall be documented and an allowable cost under this milestone.

- 5.5 Upon receipt of City's properly documented invoice BMPO shall pay City the applicable federal share of the invoice within 30 days. City's invoice shall include evidence that City has paid its local share contribution, if applicable, payroll records and invoices from City's contractor(s) and proof of payment to contractor(s) to verify that City has incurred the costs set out in its invoice. The BMPO reserves the right to require City to submit additional reasonable documentation to verify that City has incurred the costs set out in its invoice and that the amount of the

invoice does not exceed the applicable federal share of the allocation of Section 5307 grant funds, less the BMPOs administrative costs under the Project grant.

- 5.6 If BMPO disputes any items on an invoice for a reasonable cause, BMPO may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deductions shall be documented to City and the parties agree to timely meet to resolve any such disputes.
- 5.7 The BMPO's obligation to provide reimbursement to City shall be limited to the availability of funds to BMPO from FTA which are specifically earmarked for the Project. In the event that FTA shall deny any of BMPO's request for payments relating to the Project, or if FTA shall request the return of any funds relating to the Project that have been previously paid, City shall, within sixty (60) days of receiving notice from BMPO of FTA's denial or request for return of funds already paid, return to BMPO the funds that FTA has declined to reimburse or requested to be returned. City's requirement to return funds shall include the payment of any interest or penalties required by FTA.
- 5.8 Payment shall be made to City at:

Hollywood, Florida

ARTICLE 6 GOVERNMENTAL IMMUNITY

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.

ARTICLE 7 INSURANCE

City is an entity subject to Section 768.28, Florida Statutes, and City shall furnish the BMPO with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

ARTICLE 8 TERMINATION

- 8.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved party identifying the breach.
- 8.2 This Agreement may be terminated for cause for reasons including, but not limited to, City's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.
- 8.3 Should either party involuntarily fail to perform any of their respective obligations pursuant to this Agreement, this Agreement may be terminated.
- 8.4 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement.

ARTICLE 9 MAINTENANCE OF RECORDS/AUDITS

- 9.1 City shall maintain books, records, documents, and other evidence directly pertinent to work under this Agreement in accordance with generally accepted accounting principles and practices. City shall also maintain for a period of three (3) years from the latter of the date of Section 5307 grant close-out or expiration of this Agreement the financial information and data used by City in the preparation or support of the proposed or actual costs submitted for reimbursement under this Agreement. City agrees to permit the BMPO, FTA, the U.S. DOT Secretary and the U.S. Comptroller General, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records and to conduct performance and/or financial audits of City books, records and accounts pertaining to the Section 5307 grant expenditures for this Project.
- 9.2 City shall be responsible for meeting the audit requirements of Part 200 – Uniform Administrative Requirements, Cost Principles, And Audit Requirements For

Federal Award (<https://www.gpo.gov/fdsys/granule/CFR-2017-title2-vol1/CFR-2017-title2-vol1-part200>), and any further revision or supplement thereto. City agrees that the audit will be conducted in accordance with U.S. Government Accountability Office (U.S. GAO) "Government Auditing Standards." Upon the BMPO's request, City must submit a copy of its audit, completed in accordance with the above-described requirements, within 30 days after completion of the audit, but no later than one year after the end of the audit period.

- 9.3 City and any of its contractors or subcontractors shall preserve and make available, at reasonable times for examination and audit by the BMPO, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by City to be applicable to City's and its subcontractors' records, City and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by City or its subcontractors.
- 9.4 Failure or refusal by the City to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the BMPO.

Section 119.0701(2)(a), Florida Statutes

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

Custodian of Records: Kathy Singer
Mailing address: BMPO
100 West Cypress Creek Road, Suite 650
Fort Lauderdale, Florida 33309
Telephone number: (954) 876-0043
Email: singerk@browardmpo.org

ARTICLE 10
NONDISCRIMINATION

- 10.1 In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 52 U.S.C. Section 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S. C. Section 12132, Federal transit law, 49 U.S.C. Section 5332, and implementing regulations; AUTHORITY will not discriminate against any employee, applicant for employment, or contractor hired, or any passenger provided transit service because of race, color, religion, national origin, ancestry, sex, age, or disability.
- 10.2 Contract Assurance: Neither City nor any of its contractors or subcontractors may discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. City shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of this US Department of Transportation-assisted Agreement. Failure by City to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or any other remedy allowed by law.

ARTICLE 11
MISCELLANEOUS

11.1 THIRD PARTY OBLIGATIONS / BENEFICIARIES

11.1.1 City shall be liable to third parties with whom it enters into contracts to effectuate the purposes of the Section 5307 grant for the Project. City shall pay directly such parties for all amounts due under said contracts consistent with the Florida's Prompt Payment Act.

11.1.2 Neither City nor the BMPO intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.2 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until

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changed in writing in the manner provided in this section. For the present, the parties designate the following:

For City:

Wazir Ishmael, City Manager
City of Hollywood
2600 Hollywood Blvd.
Hollywood, Florida 33020-4807

With a copy to:

Douglas R. Gonzales, City Attorney
City of Hollywood
2600 Hollywood Blvd.
Hollywood, Florida 33020-4807

For BMPO:

Executive Director
Broward Metropolitan Planning Organization
100 West Cypress Creek Road, Suite 650
Fort Lauderdale, Florida 33309

With a copy to:

Alan L. Gabriel, Esq.
BMPO General Counsel
200 East Broward Blvd., Suite 1900
Fort Lauderdale, Florida 33301

11.3 ASSIGNMENT AND PERFORMANCE¹

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. The

references herein to the Federal Transit Administration or FTA shall include any successor agency or department of the United States Government.

11.4 COMPLIANCE WITH LAWS

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.

11.5 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or the BMPO elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

11.6 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses 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. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

11.7 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, requirement, or provision of Articles 1 through 11 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 11 shall prevail and be given effect; provided, however, anything in this Agreement to contrary, the Master Agreement and all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement.

11.8 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder,

shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, the BMPO AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.9 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 Hollywood City Commission and the BMPO Board or others delegated authority to or otherwise authorized to execute same on their behalf.

11.10 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.

11.11 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. Exhibits "A" and "B" as referenced herein are incorporated into and made a part of this Agreement.

11.12 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.

11.13. MULTIPLE ORIGINALS

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Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: **CITY OF HOLLYWOOD** through its CITY COMMISSIONERS, signing by and through its Mayor, authorized to execute same by Commission action on the ____ day of _____, 2018, and **BROWARD METROPOLITAN PLANNING ORGANIZATION**, signing by and through its Chair and Executive Director, duly authorized to execute same.

"CITY"

CITY OF HOLLYWOOD, a municipal
corporation of the State of Florida

By: _____
JOSH LEVY, MAYOR

__ This ____ day of _____, 2018.

Approved By: _____
Cintya Ramos, Director of
Financial Services

Attest:

By: _____
Patricia A. Cerny, MMC, City Clerk (SEAL)

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the use and reliance
of the City of Hollywood, Florida, only.

By: _____
Douglas R. Gonzalez, City Attorney

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8.20.18

SUBRECIPIENT AGREEMENT BETWEEN BROWARD METROPOLITAN PLANNING
ORGANIZATION AND THE CITY OF HOLLYWOOD FOR THE HOLLYWOOD
BOULEVARD / STATE ROAD 7 MOBILITY HUB PROJECT

"BMPO"

BROWARD METROPOLITAN
PLANNING ORGANIZATION

By: _____
Gregory Stuart, Executive Director

By: _____
Richard Blattner, Chair

____ day of _____, 2018

____ 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 PL

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EXHIBIT LIST

Exhibit "A" -- Grant Agreement (to be attached)

Exhibit "B" -- Financial Report Form (to be attached)