

**INTERLOCAL AGREEMENT  
FOR THE  
EXCHANGE OF SERVICES  
BY AND BETWEEN  
BROWARD COUNTY  
AND THE  
BROWARD METROPOLITAN PLANNING ORGANIZATION**

THIS AGREEMENT, ("Agreement") made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the Broward Metropolitan Planning Organization (hereinafter called the "MPO"), and the Board of County Commissioners of Broward County, a political subdivision of the state of Florida (hereinafter called the "COUNTY").

**W I T N E S S E T H**

WHEREAS, Section 339.175(2), Florida Statutes, provides for the designation of a metropolitan planning organization for each urbanized area of the state and the creation and operation of such metropolitan planning organization(s) pursuant to an interlocal agreement entered into pursuant to Section 163.01, Florida Statutes; and

WHEREAS, the Governor of Florida has designated the MPO as the metropolitan planning organization for the Broward urbanized area and the 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 government within the Broward urbanized area; and

WHEREAS, Section 339.175 (2), Florida Statutes, provides that the MPO shall be considered separate from the state or the governing body(ies) of a local government(s) that is represented on the governing board of the MPO; and

WHEREAS, the MPO is a legally independent governmental entity distinct from Broward County government, and has the authority to contract with the COUNTY for the provision and exchange of certain services within the parameters as defined in this Agreement; and

WHEREAS, the MPO wishes to obtain certain administrative support services from the COUNTY to assist the MPO staff in managing the continuing, cooperative and comprehensive transportation planning process mandated by state and federal law and is authorized by Sections 339.175(5)(h) and 163.01, Florida Statutes, to contract with the COUNTY for the provision of same; and

WHEREAS, the COUNTY wishes to obtain certain services from the MPO in order to fulfill its obligations in providing for the continuing, cooperative and

comprehensive transportation planning process mandated by state and federal law and the interlocal agreement that created the MPO; and

WHEREAS, in 1977, the COUNTY and the MPO entered into an agreement to provide for staff services to the MPO which, together with its subsequent amendments (collectively the "1977 Staffing Agreement"), no longer fits the needs of the MPO, and which the parties hereto wish to terminate, and substitute with this Agreement; and

WHEREAS, the COUNTY has the authority to enter into this Agreement and to provide access to certain administrative services within the parameters as defined in this Agreement;

NOW, THEREFORE, in order to define the parameters of the exchange of services to be provided the MPO and the COUNTY, each to the other, the parties in consideration of these mutual covenants hereby agree as follows:

## **1. RECITALS**

The above recitals are true and correct, and are incorporated herein by reference.

## **2. DEFINITIONS**

- a. "COUNTY": shall mean Broward County, Florida.
- b. "County Administrator": shall mean the Broward County Administrator, or the designee of the County Administrator.
- c. "Executive Director": shall mean the Executive Director of the MPO, or designee of the Executive Director.
- d. "FDOT": shall mean the Florida Department of Transportation.
- e. "FHWA": shall mean the United States Federal Highway Administration.
- f. "Fringe Benefits": shall mean those benefits attendant employment that may be offered to an employee; including without limitation: (i) health, life, dental, and long term disability insurance coverages, (ii) wellness program, (iii) unemployment compensation benefits, and (iv) leave accruals.
- f. "MPO": shall mean the Broward Metropolitan Planning Organization designated by the Governor.
- g. "MPO Funds": shall mean any and all MPO federal, state and local monies granted to, or other funds received by, the MPO, which shall be held, as applicable, in a segregated account(s) for the benefit of the MPO and its activities.
- h. "MPO Staff": shall mean the staff of the MPO, including as applicable the Executive Director.
- i. "UPWP": shall mean the adopted Broward Unified Planning Work Program required by Federal regulations.
- j. "1977 Staffing Agreement": shall mean the "AGREEMENT Between THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION

And BROWARD COUNTY, FLORIDA For STAFF SERVICES” entered into by the parties on October 26, 1977, together with all amendments thereto.

### **3. MPO INDEPENDENCE; MPO STAFF**

COUNTY recognizes and acknowledges that the MPO is an independent governmental entity.

Accordingly, following the transitional process detailed below, the Executive Director of the MPO shall serve under the direction, supervision and control of the MPO governing board (“MPO Board”). The Executive Director, with the consent of the MPO Board, shall employ such personnel as may be necessary and authorized by the MPO Board. Following the transitional hiring process detailed below, the MPO shall be the employer of MPO Staff. Nothing contained in this Agreement shall cause the COUNTY to be considered the employer or joint-employer of any MPO Staff.

- a. **Transition of Current MPO Employees.** The parties acknowledge and agree that, pursuant to the 1977 Agreement, all current employees of the MPO are COUNTY employees. In order to provide for the hiring of the independent MPO Staff as anticipated by this Agreement, following the Commencement Date of this Agreement as provided below in Paragraph 6, the MPO currently intends (subject to modifications by the MPO Board) to undertake the following steps to hire MPO Staff:
  - (i) Adopt and implement the MPO’s own personnel policy(ies), including hiring, firing, job classifications, recruitment, retention, promotion, emotion, supervision, discipline, evaluation, salary adjustments and employment Fringe Benefits. These MPO policies shall be separate and independent of the COUNTY’s personnel policies.
  - (ii) Advertise to the general public the availability of MPO Staff positions pursuant to direction from the MPO Board.
  - (iii) Interview applicants, including, but not limited to, such current COUNTY employees which may choose to apply for available MPO positions, and tender offers of employment (including terms and conditions of employment) to selected candidates. Selected candidates will have the choice to either accept or reject the MPO offer of employment.

- (iv) Employment of independent MPO Staff pursuant to the above procedure will be completed not later than the Commencement Date (July 11, 2010), at which time the MPO shall be deemed to be the employer of all MPO Staff, including any prior COUNTY employees who have accepted offers of employment from the MPO.
- (v) The MPO intends to offer employment positions to approximately 17 persons. It is anticipated that a number of current COUNTY employees assigned to the MPO, subject to position requirements and qualifications, resource needs, budget constraints and the above transitional employment offer/acceptance process, will apply for and ultimately accept employment with the MPO.
- (vi) COUNTY employees that have not been offered a position or have not accepted an offer of employment with the MPO will continue to be COUNTY employees. Such COUNTY employees may seek other employment opportunities either within the COUNTY employment system, or elsewhere.

Following completion of the above transitional steps, and except as provided below, subject to Federal and State grant regulations, the MPO shall be responsible for all employment costs related to MPO Staff including, but not limited to, salaries, wages or other compensation, insurance benefits, retirement benefits, unemployment and COBRA payments with respect to changes in personnel for MPO Staff.

Receipt of Fringe Benefits services through the COUNTY, or other services pursuant to this Agreement, shall not cause the MPO Staff to become employees of the COUNTY, nor come under the control, supervision or direction of the COUNTY.

- b. **COUNTY Obligation for Accrued Compensation.** MPO and COUNTY agree that accrued vacation, holiday and sick leave hours, and compensatory time (comp time) if any, shall be transferred, consistent with the adopted MPO Policy Manual, for those employees who are offered and accept employment with the MPO as outlined above. The COUNTY will be responsible to pay for the employee's accrued vacation, holiday and sick leave hours, if any, which do not transfer, consistent with COUNTY policy for those employees who are offered and accept employment with the MPO. MPO and COUNTY agree that the COUNTY will compensate each of its employees who are not offered or who do not accept an offer of employment with the MPO for all accrued vacation, holiday

and sick leave hours, and compensatory time (comp time) if any, consistent with COUNTY policies.

- c. MPO Staff shall continue to participate in the Florida Retirement System unless the employee is presently participating in another retirement system. Upon the Commencement Date of this Agreement, the MPO shall be solely responsible for any and all required employer contributions to the Florida Retirement System or other applicable retirement system on behalf of the MPO Staff.
- d. COUNTY shall provide access to personnel records and other documents requested by the MPO regarding said employees during regular business hours, with a copy of all permanent personnel and other records relating to COUNTY employees who have accepted MPO positions.
- e. The COUNTY shall be responsible for the payment and cost of any and all claims, demands, liabilities, costs (i.e. attorneys fees), expenses, causes of action(s), lawsuits, disputes, grievances, charges, complaints or proceedings arising from or resulting from incidents that occurred prior to and upon the Commencement Date. This provision shall be interpreted on an occurrence basis, not a claim made basis. For any claim in which events related to such a claim occurred both prior to and after the Commencement Date, MPO and COUNTY shall be responsible for the payment and costs related to such claim based upon a pro rata share, which shall be calculated by determining the percentage that the event occurring prior to and after the Commencement Date compared to the totality of the events.
- f. MPO shall be responsible for the payment and cost of any and all claims, demands, liabilities, costs (i.e. attorney's fees), expenses, causes or action(s), lawsuits, disputes, grievances, charges, complaints or proceedings arising from or resulting from incidents that occur after the Commencement Date for MPO Staff. This provision shall be interpreted on an occurrence basis not claims made basis.

#### **4. MPO PROVISION OF TRANSPORTATION PLANNING SERVICES TO COUNTY**

The MPO recognizes that the County is an important partner of the MPO in providing for the continuing, cooperative and comprehensive transportation planning process mandated by state and federal law.

Accordingly, the MPO shall provide to COUNTY, at no cost to the COUNTY, on-going transportation planning services, as identified in the MPO's adopted Broward UPWP, including, without limitation:

- a. Assist in the review of Broward County Land Use Plan amendments and Trafficways Plan amendments for impacts on the existing and planned regional transportation system including roadway level of service analysis.
- b. Assist the COUNTY in updating and evaluating the Transportation and Capital Improvement Elements of the County Comprehensive Plan including the comprehensive plan map series.
- c. Participate in COUNTY initiatives and studies, such as the Climate Change Task Force, which are related to regional transportation.
- d. Assist the COUNTY in evaluating development impacts on the regional transportation network, as requested by the COUNTY, such as updates of the COUNTY's TRIPS system, identifying roadway capacities and analysis of development mitigation proposals.
- e. Provide staff support for the Scenic Highways program including planning for the SR A1A greenway.
- f. Support or assist with other planning and funding activities related to transit, bicycle, pedestrian, roadway, transportation and land use, airport, seaport, freight and goods and intelligent transportation planning systems, as specified in the MPO's UPWP.

The COUNTY may request MPO preparation of non-UPWP funded special transportation related studies in support of COUNTY Mission Statements, which services shall be subject to future agreement by the parties.

## **5. COUNTY PROVISION OF ADMINISTRATIVE SUPPORT SERVICES TO MPO**

The COUNTY shall provide the following administrative support services to the MPO, and the MPO Staff, to assist in managing the continuing, cooperative and comprehensive transportation planning process for the Broward urbanized area:

- a. Accounts - The COUNTY shall establish a cost center within the budgetary system of the COUNTY for the MPO, and shall provide, at no cost to the MPO and in accordance with generally accepted accounting procedures, for the financial management of federal, state and local monies granted to, or other funds received by, the MPO. Any and all such MPO monies shall be held, as applicable, in a segregated account(s) for the benefit of the MPO and its activities ("MPO Funds").
- b. Deposits to, and Reimbursement of, MPO Funds - The COUNTY recognizes that expenses will be paid from the MPO Funds prior to receipt of revenue from federal, state and local grants to the MPO which are

drawn down on a reimbursement basis. COUNTY shall provide the cash flow necessary to enable MPO expenses to be paid, within the MPO budgeted amounts expending such funds, in a timely manner.

Upon receipt of quarterly spending reports from the COUNTY, the MPO shall review the spending reports presented, and then submit bills to the appropriate federal, state and local grantors for program expenditures reflected in the presented reports. The MPO shall forward reimbursement payments to the MPO Funds upon its receipt of such federal, state and local grant funds. Beginning in fiscal year 2010-11, the MPO assumes full financial liability for any difference between the expenses made in any fiscal year from the MPO Funds and the reimbursements provided by the grantors. In the event of such financial liability, as specified in the Interlocal Agreement for Creation of the Broward County Metropolitan Planning Organization, dated March 7, 2000, Article 5, Section 5.02(3), "the MPO membership shall be jointly and severally liable for liabilities..."

In order to allow for the COUNTY, within its own budget process, to account for the MPO budget and to ensure conformance with this Agreement, the MPO shall annually prepare and submit to the COUNTY basic, annual MPO cost information that is: (i) consistent with the MPO's adopted UPWP, (ii) necessary to perform the functions of the MPO as mandated by federal and state law, and (iii) likely to be expended by the MPO within the next fiscal year. This information shall be provided in conformance with the COUNTY's budget schedule. Submittal of this MPO cost and budget information shall be for the information of the COUNTY only, and shall not authorize the COUNTY to approve, or disapprove, or otherwise modify the MPO UPWP.

- c. COUNTY Provision of COUNTY Administrative Infrastructure for Human Resource Benefits and Services - While the parties recognize and agree that the MPO Staff are not COUNTY employees, the MPO desires that the COUNTY provide the MPO and the MPO Staff with access to the County administrative infrastructure for those certain personnel support services, at the sole expense of the MPO, unless indicated otherwise in this Agreement, that are available to similarly-classified COUNTY employees, including Fringe Benefits. These benefits and services will be provided to MPO Staff on the same terms and conditions as similar County employees. The MPO agrees to abide by any benefit decisions or determinations by the COUNTY's Human Resources Division.

COUNTY will administer participation, but not represent the MPO in the Florida Retirement System ("FRS"), nor represent the MPO in any other programs or services as are provided in the MPO personnel policies that are not already a part of the COUNTY policies or programs.

COUNTY shall not represent the MPO in any unemployment claim, nor be liable for any related costs, including but not limited to COBRA. COUNTY, with respect to FRS and unemployment, through MPO's access to COUNTY administrative infrastructure, will forward MPO payments to the respective agencies through COUNTY'S payroll system.

The MPO Staff, at the sole expense and discretion of the MPO, shall be permitted to participate in the COUNTY's medical examination/drug screening program, on the same terms and conditions as are offered by the COUNTY to other COUNTY departments or divisions.

As necessary, the Executive Director, or designee, shall provide the COUNTY's Human Resources Director (or designee) with such information as is necessary for the COUNTY to implement the COUNTY provision of COUNTY administrative infrastructure for Human Resource benefits and services as indicated in this Agreement.

- d. Central Services - The COUNTY shall, at no charge to the MPO, provide the MPO with support services in the same manner as provided to COUNTY departments with respect to only the following: accounting, payroll, purchasing, budget, audit, real time reporter services for MPO Board meetings only; "Information Technology" (defined herein as desktop computer support with current standard County operating system and software configuration; limited network access including internet service; server space on an as requested basis with basic security services including intrusion prevention and back-ups; and, ordinary access to the County's IT Service Desk for general support); training and development courses/programs offered by the COUNTY (based on available space); and interior building maintenance and public communications services (excluding development of editorial content).

Installations of equipment, software and other considerations that impact the COUNTY's Information Technology infrastructure shall be allowed on a 'request by request' basis, subject to COUNTY's internal security requirements.

- e. Other Services To Be Reimbursed - The COUNTY may, at the COUNTY's discretion, provide other services including but not limited to fleet services and telephone services to the MPO, but all costs of same will be billed to the MPO in the same manner as other COUNTY departments or divisions are billed. Other than current existing office furniture, equipment and supplies after the Commencement Date of this Agreement, the COUNTY will not provide the MPO any supplemental office supplies or equipment. The COUNTY will arrange for replacement of standard desktop computers and standard telephone equipment based on a request from the MPO at MPO expense. The MPO may purchase access to the COUNTY's self-



insurance programs for worker's compensation and general liability and will be billed in the same manner as other agencies are billed.

In addition, to the extent permitted under the COUNTY's procurement system and the resulting COUNTY contracts for the provision of goods or services, the COUNTY shall permit the MPO to purchase products or services pursuant to such COUNTY contracts at the request of the MPO.

- f. Facilities - The COUNTY shall, at no charge to the MPO, continue to provide the MPO with its current office space in the Broward County Government Center, as described in the annexed floor plan, attached hereto as Exhibit "A." Parking spaces, conference rooms and storage areas presently provided to the MPO will continue to be provided by the COUNTY in the same manner as is provided to the MPO as of the Commencement Date of this Agreement. In the event that the MPO should require additional office space in the future, the MPO may request additional space from the COUNTY. The COUNTY will determine whether the requested additional space is available, and will provide the MPO with an offer indentifying: (i) the square footage available, and (ii) the COUNTY proposed cost of the office space to be paid for by the MPO for such additional space (on a 'gross' \$/SF basis, including all parking or ancillary costs). The MPO shall be under no obligation to accept or otherwise lease such additional space offered by the COUNTY.

In addition, the COUNTY, at no charge, shall provide facilities to the MPO for the meetings of the MPO governing board in the COUNTY Commission Chambers at COUNTY's Governmental Center, or similar facilities. The facilities shall be made available for the MPO Board's monthly meetings, as well as for such additional meetings (up to a maximum of 4 workshops annually) as the MPO Board may determine to hold.

Scheduling, and facility requirements, shall be coordinated by the Executive Director, or designee and such COUNTY personnel as the COUNTY shall direct. The COUNTY will provide the MPO, at no cost, live cable casting and web casting of MPO Board meetings only if held in Room 422 or Room 430 of the Broward County Government Center during normal business hours. MPO will be responsible for overtime costs incurred for meetings held after 5:00 PM. The MPO, at its sole cost, shall pay for, and coordinate, the services for the closed captioning (which is required by Federal law) for the cable cast. (All broadcasts are subject to approval of the cable provider). The MPO shall be permitted to participate and 'piggyback', at its sole expense, on the COUNTY's present contract for such services.

- g. COUNTY General Funding – The COUNTY shall budget for the use of the MPO, the following amounts from the COUNTY's general funds:
- (i) a general fund amount of \$253,720 for FY09-10, which supports two (2) MPO Staff positions (including Fringe Benefits which shall not be reimbursed to the COUNTY pursuant to Paragraph 5c above); and
  - (ii) a general fund amount of \$160,000 for FY10-11, which will support one (1) MPO Staff position (including Fringe Benefits which shall not be reimbursed to the COUNTY pursuant to Paragraph 5c above);
  - (iii) no general fund amount shall be considered for FY11-12, or thereafter.
- h. Annual Funding and Audit – COUNTY will, at no charge to the MPO, include the MPO in the COUNTY's annual audit. The parties agree to provide to each other and any other third party all information necessary to complete said audit.

Notwithstanding the foregoing, the parties agree that the MPO, as a distinct legal entity, shall bear the ultimate responsibility to ensure that all required financial reporting has been done.

## **6. DURATION AND TERMINATION**

This Agreement shall have a term of one year, which will automatically renew from year to year unless the governing body of one of the parties rescinds or terminates this Agreement prior to the Commencement Date as provided herein. The initial one year term of this Agreement shall commence as of July 11, 2010 (the "Commencement Date"), and shall continue unless either party terminates this Agreement by providing at least ninety (90) days written notice to the other party. The parties may rescind or terminate this Agreement, with or without cause and/or for convenience by:

- a. Obtaining approval from the governing body of the party wishing to terminate or rescind this Agreement; and
- b. Providing ninety (90) days written notice to the other party to this Agreement.

## **7. INDEMNIFICATION**

COUNTY and MPO are state agencies or subdivisions as defined in Section 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of

their respective agents, officers or employees to the extent permitted by law. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing in this Agreement shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

## **8. DISPUTE RESOLUTION**

In the event that a dispute arises between the MPO and the COUNTY over the terms and conditions contained herein and such dispute cannot be resolved by the Executive Director of the MPO and the COUNTY administrator, or their respective designees, the parties agree to further attempt to resolve the dispute in accordance with the governmental conflict resolution procedures specified in Chapter 164, Florida Statutes, or such other processes deemed mutually agreeable and appropriate by the parties involved.. Any resolution in favor of the MPO or the County shall be set forth in a written amendment in accordance with Section 10b below.

## **9. MISCELLANEOUS**

- a. Merger - This Agreement constitutes the entire agreement between the MPO and the COUNTY and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous staffing agreements, promises, negotiations or representations. Any other staffing agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.
- b. Amendments - No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Agreement.
- c. 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 changed in writing in the manner provided in this section. For the present, the parties designate the following as the respective places for giving of notice:

FOR COUNTY:

County Administrator, or designee  
Broward County Governmental Center, Room 409  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301

With a copy to:

Office of the Broward County Attorney  
Suite 423, Governmental Center  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301

FOR MPO:

Gregory Stuart,  
Executive Director BMPO  
Governmental Center, Suite 329H  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

With a copy to:

Alan L. Gabriel, Esq.  
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, Florida 33301

- d. Non-assignable - Neither party shall assign, subcontract or transfer any rights or delegate any duties arising under this Agreement without prior written consent of the other party.
- e. Governing Law and Venue - This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of, or relating to, this agreement shall be in Broward County, Florida.
- f. Compliance with Laws - The COUNTY and the MPO shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- g. Severance - In the event this Agreement or 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 COUNTY or MPO elects to terminate this Agreement. The election to terminate this Agreement

based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

- h. Third Party Beneficiaries - Neither the COUNTY nor MPO 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 COUNTY or MPO based upon this Agreement.
- i. Representation of Authority – Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs the 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.
- j. 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.
- k. Materiality and Waiver of Breach - COUNTY and MPO agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and, that each is, therefore, a material term hereof. COUNTY's or MPO's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

## **10. EFFECTIVE DATE**

This Agreement shall be effective upon the filing of a fully executed copy of this Agreement with the Clerk of the Circuit Court of Broward County, Florida, pursuant to Section 163.01(11), Florida Statutes. COUNTY shall record this Agreement.

Upon the Commencement Date of this Agreement, the 1977 Staffing Agreement shall be terminated, and shall no longer be of any further force or effect.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the parties have made and executed this Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2010, and MPO, signing by and through its Chair, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward  
County Board of County Commissioners

BY \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2010.

Approved as to Insurance  
Requirements by  
RISK MANAGEMENT DIVISION

By \_\_\_\_\_

Approved as to form by  
Office of County Attorney  
for Broward County, Florida  
JEFFREY J. NEWTON, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By \_\_\_\_\_  
(Date)  
Assistant County Attorney

INTERLOCAL AGREEMENT FOR THE EXCHANGE OF SERVICES BY AND  
BETWEEN BROWARD COUNTY AND THE BROWARD METROPOLITAN PLANNING  
ORGANIZATION

MPO

ATTEST:

BROWARD METROPOLITAN PLANNING  
ORGANIZATION

By: \_\_\_\_\_  
Daniel J. Stermer, Chairman

\_\_\_\_\_ day of \_\_\_\_\_, 2010.

Approved as to form and legal sufficiency for  
the use of and reliance by the MPO only:

\_\_\_\_\_  
Alan L. Gabriel, Esq.  
Weiss Serota Helfman Pastoriza  
Cole & Boniske, P.L.