

SUBRECIPIENT AGREEMENT

Between

BROWARD METROPOLITAN PLANNING ORGANIZATION

And

BROWARD COUNTY

For

FARE INTEROPERABILITY PILOT PROJECT
PROJECT ID: FL-95-X064

SUBRECIPIENT AGREEMENT

Between

BROWARD METROPOLITAN PLANNING ORGANIZATION

And

BROWARD COUNTY

For

FARE INTEROPERABILITY PILOT PROJECT
PROJECT ID: FL-95-X064

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

BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

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

WHEREAS, the BMPO transferred Federal Highway Administration Surface Transportation funds in the amount of \$500,000 from the Federal Highway Administration (FHWA) to the FTA for distribution for the purpose of providing funding for the Fare Interoperability Pilot Project ("Grant Funds"); and

WHEREAS, the BMPO submitted the application to the FTA for the Fare Interoperability Pilot Project, Project ID Number: FL-95-X064; and

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

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

WHEREAS, the Broward County Board of County Commissioners authorized the

appropriate COUNTY officials to execute this Agreement with the BMPO; and

WHEREAS, on May 8, 2014, the BMPO Board authorized the appropriate BMPO officials to execute this Agreement with the COUNTY; and

WHEREAS, BMPO and COUNTY 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 COUNTY 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 COUNTY and FTA.
- 1.4 **County Contract Administrator** - The Director of the Broward County Transportation Department, or designee of the Director. The primary responsibilities of the County 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 County 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 3.

ARTICLE 2

PURPOSE AND SCOPE

The purpose of this Agreement is to set out the terms and conditions applicable to BMPO's transfer of FTA Section 5307 grant funds to COUNTY, as the subgrantee, for the Fare Interoperability Pilot Project ID Number: FL-95-X064; and as described in the grant application submitted to FTA ("Pilot Project").

ARTICLE 3 GRANT PASS THROUGH REQUIREMENTS

- 3.1 Section 5307 Grant - COUNTY agrees to comply with all the terms and conditions set out in Section 5307 grant agreement and the FTA Master Grant Agreement. A copy of the Grant agreement executed by BMPO which sets out the allocation of Section 5307 funds for the Pilot Project ("Grant Agreement") is attached hereto as Exhibit "A", and the FTA Master Grant Agreement ("Master Agreement") is located at <http://www.fta.dot.gov/documents/20-Master.pdf>. COUNTY acknowledges that this Master Agreement may be amended by FTA in the future and COUNTY agrees to abide by any amendments. In consideration for BMPO's payment to COUNTY of the Section 5307 grant funds, COUNTY shall perform the Pilot 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 - COUNTY shall comply with the applicable Section 5307 grant requirements applicable to Pilot 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, Davis Bacon Act requirements, and Buy America requirements. BMPO may enforce against COUNTY any right that FTA may enforce against BMPO pertaining to the provision of FTA funds to COUNTY from the BMPO under the Section 5307 grant.
- 3.3 Federal Requirements - In addition to the obligations of the Section 5307 grant, COUNTY 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 Pilot 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 Circular A-87, Revised, "Cost Principles Applicable to Grants and Contracts with State and Local Governments"; FTA "Best Practices Procurement Manual"; 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. COUNTY 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.

- 3.4 Progress and Financial Reports - COUNTY shall prepare narrative Progress Reports and Financial Reports on forms approved by the BMPO describing the progress of the work and expenditures for the Pilot Project funded under the Section 5307 grant during each of the three-month periods ending on March 31, June 30, September 30, and December 31. 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 three 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 COUNTY's invoices.
- 3.5 Grant Indemnity - COUNTY's failure to reasonably perform its obligations related to the receipt of the Pilot Project Grant Funds shall constitute a material breach of this Agreement. COUNTY, 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 COUNTY of its obligations related to the receipt of the Pilot 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.

ARTICLE 4 TERM

- 4.1 This Agreement shall be effective upon approval by both parties and shall continue in full force and effect until COUNTY 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 Pilot Project or December 31, 2015, 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 \$500,000 from its FHWA funds to pay for those activities/tasks described in the Pilot Project funded under the FTA Section 5307 grant. The total FTA share for this Pilot Project is an amount not to exceed \$500,000, for actual costs incurred, including administrative costs payable to the BMPO and COUNTY. In the event the Pilot Project costs exceed the Grant amount the increase in the Pilot Project costs will be the sole responsibility of the COUNTY.
- 5.2 The BMPO shall have no obligation to independently fund the costs of the Project.
- 5.3 Reimbursement of the BMPO's and COUNTY's expenses for the Pilot Project funded under the Section 5307 grant shall be subject to the cost principles set forth in the Office of Management and Budget Circular A-87, Revised, "Cost Principles Applicable to Grants and Contracts with State and Local Governments," as well as the applicable provisions of the Section 5307 grant. The BMPO agrees to reimburse COUNTY for its expenditures that are allowable under the Pilot Project grant, provided, however, that the total amount of administrative expense reimbursements to the COUNTY shall not exceed five percent (5%) of the Section 5307 grant for the Pilot Project. The BMPO shall charge costs directly associated with the BMPO's oversight of the Pilot Project in an amount not to exceed five percent (5%) of the Pilot Project Grant amount i.e. \$500,000.
- 5.4 Upon receipt of COUNTY's properly documented invoice BMPO shall pay COUNTY the applicable federal share of the invoice within 30 days. COUNTY's invoice shall include evidence that COUNTY has paid its local share contribution, if applicable, payroll records and invoices from COUNTY's contractor(s) and proof of payment to contractor(s) to verify that COUNTY has incurred the costs set out in its invoice. The BMPO reserves the right to require COUNTY to submit additional reasonable documentation to verify that COUNTY 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 5% for the BMPOs administrative costs under the Pilot Project grant.
- 5.5 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 COUNTY and the parties agree to timely meet to resolve any such disputes.

- 5.6 The BMPO's obligation to provide reimbursement to COUNTY shall be limited to the availability of funds to BMPO from FTA which are specifically earmarked for the Pilot Project. In the event that FTA shall deny any of BMPO's request for payments relating to the Pilot Project, or if FTA shall request the return of any funds relating to the Pilot Project that have been previously paid, COUNTY 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. COUNTY's requirement to return funds shall include the payment of any interest or penalties required by FTA.
- 5.5 Payment shall be made to COUNTY at:

Broward County Board of County Commissioners
Broward County Transit Division
Attention: Accounts Receivable Grants
1 North University Drive, Suite 3100A
Plantation, FL 33324

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 COUNTY are state agencies or political subdivisions as defined in Chapter 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

BROWARD COUNTY is an entity subject to Section 768.28, Florida Statutes, and BROWARD COUNTY 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, COUNTY'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 COUNTY shall maintain books, records, documents, and other evidence directly pertinent to work under this Agreement in accordance with generally accepted accounting principles and practices. COUNTY shall also maintain for a period of three (3) years from the date of Section 5307 grant close-out the financial information and data used by COUNTY in the preparation or support of the proposed or actual costs submitted for reimbursement under this Agreement. COUNTY 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 COUNTY books, records and accounts pertaining to the Section 5307 grant expenditures.
- 9.2 COUNTY shall be responsible for meeting the audit requirements of the "Single Audit Act Amendments of 1996," 31 U.S.C. Section 7501 et seq., in accordance with OMB Circular A-133, Revised, "Audits of States, Local Governments, and Non-Profit Organizations," the latest OMB A-133 Compliance Supplement for U.S. DOT and any further revision or supplement thereto. COUNTY 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, COUNTY 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 COUNTY 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 COUNTY to be applicable to COUNTY's and its subcontractors' records, COUNTY 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 COUNTY or its subcontractors.

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 COUNTY 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. COUNTY 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 COUNTY 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

11.2 THIRD PARTY OBLIGATIONS / BENEFICIARIES

- 11.2.1 COUNTY shall be liable to third parties with whom it enters into contracts to effectuate the purposes of the Section 5307 grant for the Pilot Project. COUNTY shall pay directly such parties for all amounts due under said contracts.
- 11.2.2 Neither COUNTY 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.

11.3 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:

FOR COUNTY:

Director
Broward County Transit Division
One North University Drive, Suite 3100A
Plantation, FL 33324

FOR BMPO:

Executive Director
Broward Metropolitan Planning Organization
100 West Cypress Creek Road, Suite 850
Fort Lauderdale, FL 33309

With a copy to:
Alan L. Gabriel, Esq.
BMPO General Counsel
200 East Broward Blvd., Suite 1900
Fort Lauderdale, FL 33301

11.4 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the 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.

11.5 COMPLIANCE WITH LAWS

COUNTY 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.

11.6 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 COUNTY 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.

11.7 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.

11.8 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.

11.9 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 COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.10 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 Broward County Board of County Commissioners and the BMPO Board or others delegated authority to or otherwise authorized to execute same on their behalf.

11.11 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.

11.12 INCORPORATION BY REFERENCE

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

11.13 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.

11.14. MULTIPLE ORIGINALS

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]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: **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 _____, 2014, and **BROWARD METROPOLITAN PLANNING ORGANIZATION**, signing by and through its Chair and Executive Director, 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 _____, 20____

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By Frank Vasquez 6/12/14
Signature (Date)

By Sharon V. Thorsen 6/12/14
Senior Assistant County Attorney (Date)

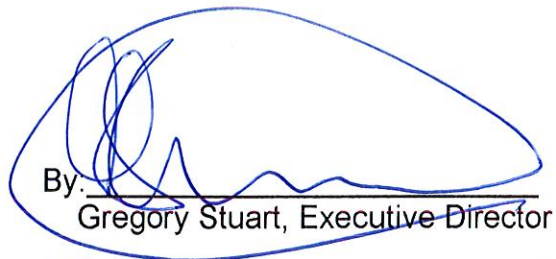
Print Name and Title above

Risk Management Division
Frank Vasquez
Risk Insurance and Contracts

APPROVED:

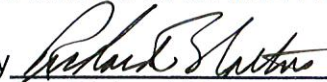
Noel M. Pfeffer 6/12/14
Deputy County Attorney

SUBRECIPIENT AGREEMENT BETWEEN BROWARD METROPOLITAN PLANNING
ORGANIZATION AND BROWARD COUNTY FOR FARE INTEROPERABILITY PILOT
PROJECT PROJECT ID: FL-95-X064

By: 
Gregory Stuart, Executive Director
8th day of May, 2014


BMPO:

BROWARD METROPOLITAN
PLANNING ORGANIZATION

By: 
Richard Blattner, Chair

8th day of May, 2014

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 Pastoria
Cole & Boniske, P.L.

Part 9: Agreement

Exhibit "A"

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-20, October 1, 2013)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Grantee named below, the Grantee affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(19), October 1, 2013,
<http://www.fta.dot.gov/documents/20-Master.pdf>
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: FL-95-X064-00

Grantee: BROWARD METROPOLITAN PLANNING ORGANIZATION

Citation of Statute(s) Authorizing Project: 49 USC 5307 - Urbanized Area Formula (FHWA xfer FY 2007 fwd)

Estimated Total Eligible Cost (in U.S. Dollars): \$500,000

Maximum Total FTA Amount Awarded (in U.S. Dollars): \$500,000

Amount of This FTA Award (in U.S. Dollars): \$500,000

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DBE Firm	Prev Billed	Billed this period	YTD Billed	Cummulative total % of task prev billed	% complete this period	YTD % complete
Company A	\$ -	\$ -	\$ -	0.0%	0.0%	0.0%
Company B	\$ -	\$ -	\$ -	0.0%	0.0%	0.0%
	\$ -	\$ -	\$ -	0.0%	0.0%	0.0%
	\$ -	\$ -	\$ -	0.0%	0.0%	0.0%
	\$ -	\$ -	\$ -	0.0%	0.0%	0.0%
	\$ -	\$ -	\$ -	0.0%	0.0%	0.0%
	\$ -	\$ -	\$ -	0.0%	0.0%	0.0%
	\$ -	\$ -	\$ -	0.0%	0.0%	0.0%
	\$ -	\$ -	\$ -	0.0%	0.0%	0.0%
	\$ -	\$ -	\$ -	0.0%	0.0%	0.0%
Total	\$ -	\$ -	\$ -	0.0%	0.0%	0.0%

Cost Summary and Progress Report

Task No: 1
Task Name: Enter Task Name

Budget	\$1.00
Prev Billed	\$0.00
This Billing	<u>\$0.00</u>
Remaining	\$1.00
% Complete	0%

This Billing Details:

Salary Costs	\$0.00	
Other Direct	\$0.00	Enter decription
	\$0.00	Enter decription
	<u>\$0.00</u>	Enter decription
This Billing	\$0.00	

Progress Report:

Provide a narrative of the progress of the task in this space, ensuring that your explanation applies to the fees listed in the task for this billing. Make sure the narrative is viewable by resizing the cell if needed.

Task No: 2
Task Name: Occupational Safety Handbook

Budget	\$1.00
Prev Billed	\$0.00
This Billing	<u>\$0.00</u>
Remaining	\$1.00
% Complete	0%

This Billing Details:

Salary Costs	\$0.00	
Other Direct	\$0.00	Enter decription
	\$0.00	Enter decription
	<u>\$0.00</u>	Enter decription
This Billing	\$0.00	

Progress Report:

Provide a narrative of the progress of the task in this space, ensuring that your explanation applies to the fees listed in the task for this billing. Make sure the narrative is viewable by resizing the cell if needed.

Total This Billing **\$0.00**