



MATTHEW J. PEARL
PARTNER
mpearl@wsh-law.com

September 6, 2023

VIA E-mail

Metro Transportation Engineering &
Construction Cooperative (MTECC)
100 W. Cypress Creek Road
6th Floor, Suite 650
Ft. Lauderdale, FL 33309

RE: Legal Counsel Services

Dear Board Members:

We are pleased that the Board of the Metro Transportation Engineering & Construction Cooperative ("MTECC") wishes to engage our Firm as Legal Counsel for MTECC. From our experience, we have found that clients appreciate a frank and open discussion and understanding of the services that we will perform and the basis upon which they will be expected to pay for those services.

This letter is intended to set forth our understanding as to the nature and scope of the legal services we have agreed to render for you, the amount of our fees for those services, the manner in which our fees for those services shall be determined and the terms upon which you will make payment

1. **Nature of Legal Services.** As Legal Counsel for MTECC, we will be responsible for all MTECC legal matters.

2. **Fees for Services.**

a. Flat Fee Component. The Firm will provide general counsel services to MTECC at a flat rate fee of \$4,000.00 per month (totaling \$48,000.00 annually) (the "Flat Fee"). Services covered by the Flat Fee shall include attendance at all MTECC Board meetings, preparation of MTECC meeting agendas, review and preparation agreements for goods or services that are not related to the completion of a specific transportation planning or construction project ("Administrative Agreements"). The Flat Fee includes those general counsel services set forth in Exhibit "A" and excludes legal services related to transportation planning and/or development projects as set forth in Exhibit "B". It is anticipated that Matthew Pearl will have primary responsibility for this matter, and that

he will call upon the services of other Firm attorneys as needed. In the absence of Mr. Pearl, only senior firm attorneys will attend MTECC meetings.

b. **Hourly Services.** The specific service set forth in Exhibit B which are not included in the Flat Fee, will be performed and billed by the firm on an hourly basis at a blended, discounted government rate of \$350.00 per hour for attorneys (the "Hourly Rate"). It is our practice to charge for actual time expended on your behalf, but not less than 2/10ths of an hour for each activity. Both the Flat Fee and Hourly Rate shall increase by the CPI annually on the anniversary date of this agreement.

3. **Costs.** In addition to the fees discussed in paragraph 2, we anticipate that certain expenses may be incurred and advanced on your behalf. These expenses may include filing fees, recording costs, out-of-town travel expenses, delivery charges, long distance telephone charges, photocopies (xerox), special postage (express mail, certified mail and the like), computer research charges, court reporter expenses (including cost of transcript and court reporter's fee for attendance), court costs (such as filing fees, service of process, newspaper publication costs, subpoena costs, witness fees, recording fees, etc.), accounting and appraisal fees, fees and expenses of experts necessary to assist in the preparation and hearing of your case, investigation costs, word processing fees, computer charges and applicable lobbyist registration fees. In addition to our fees for legal services, you agree to pay us for such out-of-pocket expenditures. In the event unusually large costs or advances are anticipated, we reserve the right to require an additional cost deposit from you prior to undertaking the expenditures of funds on your behalf.

4. **Payment of Fees and Costs.** Our invoices will be submitted to you on a monthly basis and each invoice will be due and payable when rendered. You must understand that if any invoice remains unpaid for more than 30 days after it is rendered, we reserve the right, in our discretion (subject to court approval, if necessary), to cease to provide further legal services to you. You will, however, be liable to us for the payment of any fees earned and any costs incurred by us to that time, together with any applicable taxes. In the event we are ultimately required to bring suit to collect any unpaid fees and costs, you understand that you will be required to pay reasonable attorneys' fees as well as legal interest on the amount of any fees and costs due us. You further understand that we have the right to retain any and all files, papers and other property coming into our possession in connection with our engagement without any liability to you until we have been paid all costs, fees and interest due us under this agreement. You also agree to the imposition of a charging lien for any monies due us on all real and personal property that is preserved, protected or obtained as a result of the representation undertaken herein. Interest at the rate of 12% per annum will be added to any invoice which remains unpaid for more than 30 days after it is rendered.

5. **Withdrawal from Representation.** We will serve at the pleasure of the MTECC Board and may be terminated at any time.

6. **Representation of Other Clients.** The MTECC Board acknowledges and accepts that the Firm represents Broward Metropolitan Planning Organization and numerous municipalities within Broward County. We are bound by rules of legal ethics not to represent any client if the representation of that client will be directly adverse to the interests of another client unless each such client consents to such representation after consultation. If this letter is addressed to more than one person, your signature of this letter will constitute such consent from each of you with respect to the matter or matters specifically described in the paragraph of this letter entitled "Nature of Legal Services."

7. **Fees for Other Services.** In the event you ask us to render legal services with respect to other matters, in the absence of a written agreement specifically addressing that representation, the other matters will be handled on an hourly basis, and fees and costs will be payable under the same terms and conditions as provided for in paragraph 2 of this letter.

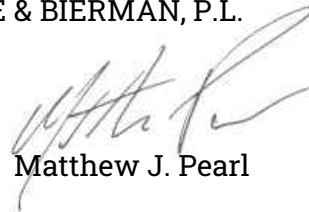
8. **Commencement of Representation.** Upon the Board's approval, we will serve in the capacity as Legal Counsel for MTECC in accordance with the terms of this engagement letter.

We appreciate your confidence in our Firm and we assure you that we will make every effort to perform our services in a prompt and efficient manner.

Very truly yours,

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.

By:



Matthew J. Pearl

AGREED AND ACCEPTED on September __, 2023.

**METRO TRANSPORTATION ENGINEERING &
CONSTRUCTION COOPERATIVE (MTECC)**

By: _____

Print Name: _____

EXHIBIT A

Legal Services Included in the Flat Fee

- General Legal Counseling and advice as generally provided by a chief legal advisor.
- All in-person meetings, telephone calls, emails, teleconferences and video conferences with individual board members, the Executive Director and staff.
- Preparation or review and revision of MTECC Board Resolutions.
- Preparation and review of agenda memorandums and item summaries for agenda items to be heard at meetings of the Board.
- Orientation of newly appointed Board Members.
- Legal research, analysis and drafting memorandums and correspondence responding to routine inquiries.
- Review of administrative policies.
- Drafting, review and revision of Administrative Agreements.
- Amendments to the MTECC formation interlocal agreement.
- Review of procurement documents of multi-year design and construction, engineering and inspection libraries including the general engineering consultant contracts that would be based on future specific work orders for these services.
- Review request for Program Management Consultant services for the annual general services work order.

EXHIBIT B

Legal Counsel Services not included in the Flat Fee.

- Legal Services related to the procurement, funding, design or construction of specific transportation projects (“Project Services”). Project Services include but are not limited to, preparation, review and revision of project specific request for work order documents, Project Administration Agreements; Local Agency Program (LAP) Agreements; Project funding agreements or Subrecipient Agreements; and word orders for professional design, CEI, construction related services.
- All services provided on litigation matters, including adversarial proceedings before any administrative tribunals, courts, mediators, arbitrators and appellate tribunals.
- Special projects. Special projects include any individual task requiring more than 15 hours of research and drafting that would include items such as securing approval of amendments to the MTECC formation interlocal agreement.