



AGENDA

Metropolitan Transportation Engineering
& Construction Cooperative (MTECC)
Thursday, September 14, 2023, 9:00 a.m.
**100 West Cypress Creek Road,
6th Floor, Suite 650
Fort Lauderdale, FL 33309-2181**

REGULAR ITEMS

(All Items Open for Public Comment)

1. Call to Order
2. Approval of Minutes
3. Approval of Agenda
4. Public Comments

ACTION ITEMS

1. **MOTION TO APPROVE:** Approval of the City of Coconut Creek as a member of MTECC.
2. **MOTION TO APPROVE:** The Amended MTECC Operating Fund Budget and Capital Project Fund for fiscal year 2022-23.
3. **MOTION TO APPROVE:** The MTECC Operating Fund Budget and Capital Project Fund for fiscal year 2023-24.
4. **MOTION TO APPROVE:** Legal services agreement with Weiss Serota.
5. Member(s) Request For MTECC Services (if received before the Board meeting)

DISCUSSION ITEMS

1. Executive Director's Report

2. General Counsel's Report

3. Board Comments

NEXT MEETING: November 2, 2023

***MOTION TO ADJOURN**

* Motion Requested

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services (free of charge) should contact Carl Ema, Title VI Coordinator at (954) 876-0033/0052 or emac@browardmpo.org (or via Florida Relay at 711) at least seven days prior to the meeting.

For complaints, questions or concerns about civil rights or non-discrimination please contact: Carl Ema, Title VI Coordinator at the numbers or e-mail above.



**Metro Trans Engineering & Construction
Cooperative (MTECC)**
Meeting Date: 09/14/2023

2.

REQUESTED ACTION:

Approval of Minutes

SUMMARY EXPLANATION/BACKGROUND:

ADDITIONAL INFORMATION/PREPARER:

Attachments

July 13, 2023 MTECC Board Minutes

DRAFT
MEETING MINUTES
METRO TRANSPORTATION ENGINEERING AND
CONSTRUCTION COOPERATIVE (MTECC)
100 WEST CYPRESS CREEK ROAD
6TH FLOOR, SUITE 650
FORT LAUDERDALE, FLORIDA 33309-2181
THURSDAY, JULY 13, 2023, 9:00 A.M.

Members

Chair Andrea McGee, Vice Mayor of Pompano Beach
Vice Chair Caryl Shuham, Commissioner of Hollywood

Staff / Also Present

Lowell Clary, MTECC Interim Executive Director
Matthew Pearl, MTECC Legal Counsel
Christopher Bross, MTECC Staff Support
William Cross, MTECC Staff Support
Christine Fasiska, FDOT District 4
Moirra Jaimes, FDOT
Betsy Jeffers, Marlin Engineering
Roberto Jiminez, Stanley Consultants
Milos Majstorovic, City of Fort Lauderdale
Michael Melendez, CTS Engineering

REGULAR ITEMS

1. Call to Order

The meeting was called to order at 9:00 a.m.

2. Approval of Minutes

Motion made by Vice Chair Shuham, seconded by Chair McGee, to approve. In a voice vote, the **motion** passed unanimously.

3. Approval of Agenda

Motion made by Vice Chair Shuham, seconded by Chair McGee, to approve. In a voice vote, the **motion** passed unanimously.

4. Public Comments

None.

ACTION ITEMS

1. **MOTION TO APPROVE a Resolution approving the following Agreements for General Design and Engineering Services (DES), for a base term of three (3) years with MTECC's sole option to extend for two (2) additional one-year option periods, in the amount not to exceed five million dollars (\$5 million) for each Agreement over the full five-year term:**
 - A. **Motion to Approve Agreement No. 23-02 (A) between MTECC and CHA Consulting, Inc.**
 - B. **Motion to Approve Agreement No. 23-02 (B) between MTECC and CES Engineering, Inc.**
 - C. **Motion to Approve Agreement No. 23-02 (C) between MTECC and Kimley-Horn and Associates, Inc.**
 - D. **Motion to Approve Agreement No. 23-02 (D) between MTECC and Marlin Engineering, Inc.**
 - E. **Motion to Approve Agreement No. 23-02 (E) between MTECC and Stanley Consulting, Inc.**

Motion made by Vice Chair Shuham, seconded by Chair McGee, to approve A through E.

MTECC Executive Director Lowell Clary emphasized that this Resolution does not commit any funds, as contracts and funds will be committed by Work Order as projects come up. Individual project budgets will come back before the Board for approval.

In a voice vote, the **motion** passed unanimously.

2. **MOTION TO APPROVE Resolution to approve a Contract with Clary Consulting Company to provide Lowell R. Clary as the part-time Executive Director for MTECC for the period July 1, 2023 to September 30, 2024.**

Motion made by Vice Chair Shuham, seconded by Chair McGee, to approve. In a voice vote, the **motion** passed unanimously.

DISCUSSION ITEMS

MTECC BUDGET UPDATE

Mr. Clary advised that the members have been provided with the draft budget, which will be presented for adoption at the September 14, 2023 meeting. A significant contingency is built into the budget. No project amounts are included at this time, as they will come to the Board as budget amendments when they are ready.

Mr. Clary added that the Hallandale Beach and Deerfield Beach projects are anticipated to come before the Board in or near November 2023. Mini-procurements for the design

of these two projects are expected to begin in August. He cautioned that this will present a tight schedule. For this reason, the design teams will be given draft scopes following today's MTECC meeting, as the cities have already prepared the scopes.

Following the mini-procurement, there will be project agreements between MTECC and the municipalities, as well as Local Agency Program (LAP) certification agreements. These will be tied together and Work Orders will be drafted for the design consultants.

5. Executive Director's Report

Mr. Clary stated that a finance and accounting firm is being procured by the Broward MPO for MTECC. The next step is procurement of an auditor, which is expected to be presented for approval at the November 2023 meeting. The auditor will be a separate consultant.

Services provided to MTECC from the MPO include Board support, procurement, and finance/accounting. The services will be provided over a three-year time period, during which MTECC may begin to contract directly if they are fully operational within this period.

Mr. Clary noted that upcoming MTECC meetings will address projects within the next cycle, which begins in July 2024. Mr. Clary will meet with the cities of Hollywood, Pembroke Pines, Miramar, Coral Springs, Pembroke Park, Sunrise, and Weston to discuss upcoming projects and the services MTECC can provide. The goal is to bring these municipalities on board as members by December 2023 or January 2024. An inter-local agreement with Fort Lauderdale is also being finalized and will come before the Board at a future meeting.

6. General Counsel's Report

MTECC Legal Counsel Matthew Pearl advised that he is working with Deerfield Beach and Hallandale Beach regarding project administration agreements.

7. Board Comments

There being no further business to come before the Cooperative at this time, the meeting was adjourned at 9:11 a.m.

NEXT MEETING DATE: September 14, 2023



**Metro Trans Engineering & Construction
Cooperative (MTECC)**
Meeting Date: 09/14/2023

1.

REQUESTED ACTION:

MOTION TO APPROVE: Approval of the City of Coconut Creek as a member of MTECC.

WHAT THIS ACTION ACCOMPLISHES:

This adds the City of Coconut Creek as a member of MTECC that allows Coconut Creek to access MTECC services for future projects in Coconut Creek.

SUMMARY EXPLANATION/BACKGROUND:

The City of Coconut Creek expressed interest in becoming a member of MTECC in July 2023. The City of Coconut Creek approved the MTECC Interlocal Agency Agreement at their Commission meeting on August 24, 2023. The endorsement of the MTECC Interlocal Agreement by the City of Coconut Creek is attached as Exhibit A to this action item.

The attached Resolution when approved by the Board will add the City of Coconut Creek as a member of MTECC.

MTECC staff have provided the City of Coconut Creek with the new member package including an invoice for the initial fee of \$50,000 to be paid to MTECC.

The City and Broward MPO are working on a U.S. Department of Housing and Urban Development (HUD) grant for a project in Coconut Creek that could possibly be a near term project for MTECC to support Coconut Creek.

MTECC STAFF RECOMMENDATION(S):

MTECC staff recommends approval of the City of Coconut Creek as a member of MTECC.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Lowell Clary at (850) 212-7772 or lowell.clary@claryconsulting.com.

Attachments

MTECC Approval City of Coconut Creek

RESOLUTION NO. 2023-

A RESOLUTION OF THE BOARD OF THE METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE (“MTECC”) APPROVING THE MEMBERSHIP OF THE CITY OF COCONUT CREEK IN MTECC; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, Pursuant to the Interlocal Agreement for the Creation of the MTECC, as amended and restated by the Founding Members (the “Agreement”), the joining of additional municipal members requires approval of the Board; and

WHEREAS, the City of Coconut Creek, desire to join MTECC; and

WHEREAS, the Board deems it appropriate and in the best interest of the public health, safety and welfare to approve the membership of the City of Coconut Creek in MTECC.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF THE METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed.

Section 2. Approval of MTECC Membership. That the Board hereby approves the membership of the City of Coconut Creek in MTECC.

Section 3. Implementation. That the Executive Director is hereby authorized to take any and all actions necessary to implement the purposes of this Resolution.

Section 4. Effective Date. This Resolution shall become effective upon adoption.

ADOPTED this_day of _____, 2023.

METRO TRANSPORTATION ENGINEERING AND
CONSTRUCTION COOPERATIVE

By _____
Chair

Attest:

By _____
Executive Director

Exhibit A
CITY OF COCONUT CREEK RESOLUTION AND
FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT
FOR THE
CREATION OF THE METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE

FIRST AMENDED INTERLOCAL AGREEMENT FOR THE CREATION OF THE METRO TRANSPORTATION ENGINEERING & CONSTRUCTION COOPERATIVE

This First Amended and Restated Interlocal Agreement for the creation of the Metro Transportation Engineering & Construction Cooperative (the "Agreement") is made and entered into, by and between the Broward Metropolitan Planning Organization (the "BMPO") and the undersigned Florida Municipal Corporations, each a Florida municipality or local government unit of the State of Florida (the "Municipal Members") (collectively the BMPO and Municipal Members shall be referred to as the "Parties").

RECITALS:

WHEREAS, on August 20th, 2015, the Federal Highway Administration, Florida Division and the State of Florida Department of Transportation entered into the Stewardship and Oversight Agreement on Project Assumption and Program Oversight (the "Oversight Agreement"); and

WHEREAS, the Oversight Agreement specifically authorizes the Florida Department of Transportation ("FDOT") to permit certified local agencies to carry out its responsibilities for administering federally funded transportation projects ("Federal Aid Projects"); and

WHEREAS, FDOT may only delegate its responsibility for the administration of Federal Aid Projects to a unit of government that has been certified under the FDOT Local Agency Program (the "LAP"); and

WHEREAS, the rules and requirements for the certification of a local agency are enumerated in the Florida Department of Transportation Local Agency Program Manual (the "Manual"); and

WHEREAS, FDOT has an extensive work program of Federal Aid Projects that fall within the jurisdiction of municipalities across Broward County (the "County"); and

WHEREAS, the Municipal Members desire to leverage their respective resources by creating an entity that may be LAP certified to complete all Federal Aid Projects located within their respective jurisdictions; and

WHEREAS, Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969," authorizes local government units to enter into interlocal agreements for the mutual benefit of governmental units; and

WHEREAS, Section 163.01 (7), Florida Statutes, allows for the creation of a "separate legal entity" constituted pursuant to the terms of the interlocal agreement to carry out the purposes of the interlocal agreement for the mutual benefit of governmental units; and

WHEREAS, the Parties to this Agreement desire to establish the Metro Transportation Engineering & Construction Cooperative ("MTECC") for the purpose of administering both Federal Aid Projects and transportation projects completed without the use of federal funding ("Local Projects"); and

WHEREAS, the BMPO is duly organized and existing under Section 339.175, Florida Statutes. The BMPO has unique experience in multimodal transportation planning and the review, ranking

prioritization, programming, and coordination of municipal transportation projects, which can assist the Municipal Members in efficient and effective decision-making regarding future transportation investments and the use of federal and state and local transportation funding options; and

WHEREAS, Section 339.175, Florida Statutes specifies that the BMPO shall have such powers and privileges that are provided under Section 163.01 and does further authorize the BMPO to coordinate “development activities” in coordination with other local governments; and

WHEREAS, MTECC will administer these Federal Aid Projects in a manner that compliments the implementation of Local Projects; and

WHEREAS, the Parties desired to empower MTECC to accept funds for, and oversee the construction of the Federal Aid Projects as well as Local Projects; and

WHEREAS, the Parties entered into the Interlocal Agreement for the Creation of the Metro Transportation Engineering & Construction Cooperative which was recorded Instrument No. 118179439 with the Clerk of Court for Broward County, Florida in accordance with Chapter 162.01(11) Fla. Stat. on May 31, 2022 (the “Original Agreement”); and

WHEREAS, the parties desire to amend the Agreement to eliminate the prohibition on a member of the MTECC Board serving simultaneously on the BMPO as previously described in Section 8.f. of the Original Agreement.

NOW, THEREFORE, in consideration of the terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

1. **Recitals**. Each and all of the forgoing recitals shall be incorporated herein and acknowledged to be true and correct to the best of the Parties’ knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.

2. **Definitions**. The following terms shall have the meanings prescribed herein.
 - a. **Agreement** means and refers to this instrument, as amended from time to time.
 - b. **BMPO** means and refers to the Broward Metropolitan Planning Organization.
 - c. **BMPO Consultants** means and refers to private contractors engaged by BMPO.
 - d. **BMPO Staff** means and refers to employees of the BMPO.
 - e. **County** means and refers to Broward County.
 - f. **FDOT** means and refers to the Florida Department of Transportation, an agency of the State of Florida created pursuant to Section 20.23, Florida Statutes.
 - g. **Federal Aid Project** means and refers to transportation related projects funded by FDOT through a Local Agency Program (“LAP”) Agreement.
 - h. **Fiscal Year** means and refers to the twelve month period commencing October 1st and concluding September 30th.
 - i. **Founding Members** means and refers to the City of Plantation, the City of Pompano Beach, and the City of Hollywood.

- j. **LAP Agreement** means and refers to a Florida Department of Transportation Local Agency Program Agreement for the planning, design, construction and/or completion of a Federal Aid Project.
- k. **Local Projects** means and refers to any transportation related project that does not utilize federal funding and/or is not undertaken pursuant to a LAP Agreement.
- l. **MTECC** means and refers to Metro Transportation Engineering & Construction Cooperative.
- m. **MTECC Consultants** means and refers to private contractors engaged by MTECC.
- n. **Project Administration Agreement** means and refers to a written agreement between MTECC and a Municipal Member setting forth the responsibilities of their respective rights and responsibilities for the administration of a Federal Aid Project or Local Project.

3. Purpose. The purpose of this Agreement is to consent to and authorize the creation of MTECC, in order to facilitate the planning, design and construction of transportation related projects throughout County.

4. Legal Status; Formation. MTECC shall be a separate legal entity, pursuant to Section 163.01(7), Florida Statutes. This Agreement shall be filed with the Clerk of Court for Broward County, Florida in accordance with Section 163.01(11), Florida Statutes. The date of filing shall be the Organization Date.

5. Membership. Local governmental entities located within the County may enter into and become a Party to this Agreement following the approval of a majority of the members of the Board (as defined in Section 8 below), execution of this Agreement, payment of the Initial Contribution (as set forth in Section 11 below), and adoption of a resolution approving this Agreement and expressing of support for the establishment of and membership in MTECC by the governing body of the joining governmental entity.

6. MTECC Jurisdiction. The jurisdiction of the MTECC shall be the geographic boundaries of Broward County. MTECC shall be permitted to engage in the activities authorized in this Agreement only within the geographic boundaries of its Municipal Members.

7. Powers of MTECC. The Parties agree that MTECC shall exercise any or all of the powers granted under Sections 163.01, Florida Statutes, as may be amended from time to time, to carry out its purpose as defined in Section 3 of this Agreement. These powers include, without limitation, the following:

- a. In its own name to make and enter into contracts;
- b. To employ agencies, employees, or consultants;
- c. To acquire, construct, manage, maintain, or operate buildings, works, or improvements;
- d. To acquire, hold, or dispose of property;
- e. To incur debts, liabilities, or obligations which shall not constitute the debts, liabilities, or obligations of any of the Parties to this Agreement;
- f. To adopt resolutions and policies prescribing the powers, duties, and functions of the officers of MTECC, the conduct of the business of MTECC, and the maintenance of records and documents of MTECC;

- g. To maintain an office at such place or places as it may designate within the County;
- h. To cooperate with or contract with other governmental agencies as may be necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes, necessary to complete the design, development and/or construction of transportation related projects, and to accept funding from federal, state, or local agencies;
- i. To apply for, request, receive and accept gifts, grants, or assistance funds from any lawful source to support any activity authorized under this Agreement.

8. MTECC Governance.

- a. Governing Board of MTECC. MTECC shall be governed by a governing board (the "Board") consisting of three members ("Board Members").
- b. Initial Board Composition. The Parties agree that, upon the execution and recording of this Agreement, the initial membership of the Board shall be comprised of one eligible, voter-elected representative from each of the Founding Members (the "Initial Board Members") as selected by the respective governing bodies of the Founding Members:
 - ii. City of Pompano Beach
 - iii. The City of Plantation
 - iv. The City of Hollywood
- c. Term of Board Members. The term of office for the Initial Board Members shall be as follows:
 - i. Five Year Term: The City of Hollywood.
 - ii. Seven Year Term: City of Plantation, City of Pompano Beach.

The term of each Subsequent Board Member (defined below) shall be four (4) years ("Board Term").

- d. Subsequent Board Composition. Upon the conclusion of the term of office of the Initial Board Members and each subsequent term of office thereafter, eligible individuals shall be appointed to fill the Board seats ("Subsequent Board Members"). Subsequent Board Members shall be selected by the Municipal Members with the longest tenured memberships in MTECC, in descending order until each qualified Municipal Member has had an opportunity to appoint a Board Member (the "Member Rotation"). Municipal Members must be a party to this Agreement in good standing as defined in Section 11 for a minimum of three consecutive (3) years prior to appointing a Board Member. Once each eligible Municipal Member has had the opportunity to appoint a Board Member, appointments to the Board shall repeat in the same order as provided for in this Section. If a Municipal Member elects to forgo its ability to appoint a Board Member, the forgoing Municipal Member shall be deemed to have made an appointment for the purpose of determining the Member Rotation, and the next Municipal Member in the Member Rotation shall appoint a Board Member.

- e. Expansion of Board Membership. The Board may, by majority vote, expand the membership of the Board from three members to five members. Newly created Board seats shall be filled in accordance with Section 8.d.
- f. Board Member Eligibility. Board Members shall be members of the governing body of the appointing Municipal Member. In the event a Board Member ceases to be a member of the governing body of the appointing Municipal Member, or becomes otherwise ineligible to serve on the Board, the appointing Municipal Member shall appoint a replacement official who is a member of the governing body to fulfill the remaining term of the ineligible Board Member.
- g. Removal for Non-Attendance: If any Board Member fails to attend three consecutive meetings or six meetings in any twelve (12) month period, the Board shall notify the appointing Municipal Member and the Municipal Member shall appoint a new qualified individual to serve as Board Member for the remainder of the term.
- h. Decisions of the Board. Decisions of the Board shall be made by majority vote of the Board Members participating in a meeting. The Board may adopt administrative policies related to MTECC operations, as well as rules related to the procedure to be followed during meetings of the Board. In the absence of the adoption of such rules of procedure, the fundamental parliamentary procedures of Roberts Rules of Order shall apply.

9. MTECC Administration.

- a. Executive Director. The Board shall designate a principal administrative officer of MTECC (the "Executive Director"). The Executive Director shall:
 - i. Have the authority to execute contracts, deeds and other documents on behalf of MTECC.
 - ii. Be responsible for the hiring, supervision and removal of MTECC employees and consultants except as specifically defined herein.
 - iii. Ensure compliance with all laws and the provisions of this Agreement.
 - iv. Prepare and submit to the Board an annual budget commencing on October 1st and concluding September 30th of each year.
 - v. Develop policies and procedures that meet the requirements of the applicable contract/funding partner.

10. Authorized Activities of MTECC.

- a. Federal Aid Project Administration.
 - i. LAP Certification. On behalf of the Municipal Members, MTECC may become LAP certified by FDOT and may oversee all aspects of the delivery of Federal Aid Projects within its jurisdiction including, but not limited to: planning, procurement, and construction administration for projects funded and delivered under the LAP. Upon

certification under the LAP, MTECC may contract for the project delivery of Federal Aid Projects on behalf of FDOT.

- ii. Liability of the Parties for Federal Aid Project Completion. The Parties to this Agreement shall not be liable for any cost or expenses associated with the completion of any Federal Aid Project unless expressly agreed to in a Project Administration Agreement. Contractors selected by the Board for the design and construction of Federal Aid Projects shall be required to carry insurance policies with minimum policy limits acceptable to the Board (the "Policies").

b. Local Project Administration.

- i. Provision of Services to Municipal Members. MTECC shall make available to Municipal Members those services necessary to implement the purposes of this Agreement, as defined in Section 3 (the "Services"). The Services shall be performed by BMPO Staff, BMPO Consultants, MTECC Consultants, and MTECC Staff.
- ii. Payment for Services. Municipal Members shall pay for the cost of the Services rendered by BMPO Staff, BMPO Consultants, MTECC Staff and MTECC Consultants (the "Service Fee"). The Service Fee for BMPO Staff and MTECC Staff time shall equal the actual cost of the employee incurred on behalf of MTECC, as documented by time sheets including, but not limited to, salary, benefits, retirement contributions and administrative overhead. Administrative overhead for BMPO staff and MTECC staff shall not exceed 50% of an employee's salary. The Service Fee for Services performed by BMPO Consultants and MTECC Consultants shall be equal to the then current contracted rates. A schedule of Service Fees shall be provided to Municipal Members. Administrative overhead for BMPO Consultants and MTECC Consultants shall not exceed 10% of actual consultant fees.
- iii. Selection of Services. Services shall be procured in accordance with applicable laws that apply to the source of funds that are supporting the services/project. The provision of Services under this Agreement shall be memorialized in a Project Administration Agreement and/or the issuance of task work orders, which shall outline the Services to be completed and the associated Service Fees ("Task Work Orders"). Task Work Orders shall become binding upon the Parties following execution by the Municipal Member and MTECC. All Services to be performed must comply with all applicable Federal, State and local laws, guidelines and procedures.

11. Financial Obligations.

- a. Financial Contribution of Founding Members. Founding Members shall provide the initial funding for the establishment of MTECC. Each Founding Member shall make a non-refundable contribution of One Hundred Thousand Dollars (\$100,000) to MTECC (the "Establishment Contribution"). Founding Members shall tender the Establishment Contribution to MTECC not more than fifteen (15) days of the recording of this Agreement.
- b. Financial Contribution of Municipal Members.

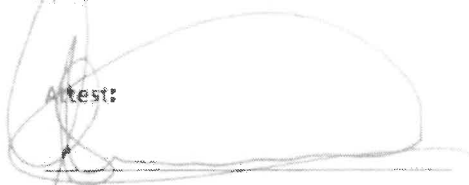
- i. **Initial Contribution.** Non-Founding Municipal Members shall pay a non-refundable initial membership fee in the amount of Fifty Thousand Dollars (\$50,000) (the "Membership Fee") not more than fifteen (15) days of executing this Agreement. A Municipal Member that withdraws from MTECC and subsequently rejoins MTECC shall pay a new Membership Fee upon reentry.
 - ii. **Annual Fee.** All Municipal Members shall pay a non-refundable annual fee for the continued participation in MTECC in an amount set by the Board (the "Annual Fee"). The Annual Fee for each Fiscal Year shall be Twenty-Five Thousand Dollars (\$25,000) unless otherwise established by the Board no later than March 1 prior to the commencement of the next Fiscal Year. The Municipal Members shall pay an Annual Membership Fee for a minimum of five years. Each Annual Fee shall be paid on October 1st of each year (the "Due Date"). Any Municipal Member that fails to remit the Annual Fee within thirty (30) days of the Due Date shall not be considered a member in good standing, shall be ineligible to appoint a Board Member during its next turn in the Member Rotation, and shall forfeit its claim to any funds to be disbursed upon the termination of MTECC. Further, Municipal Members shall not be permitted to avail themselves of Services for projects in the geographical boundaries of the Municipal Member until remittance of the Annual Fee.
 - c. **Limitation of Financial Obligations.** The financial obligations of the Municipal Members shall be limited to the payment of the applicable Establishment Contribution, Membership Fee, Annual Fee as well as any Services Fees authorized by the Municipal Member in accordance with Section 10 of this Agreement.
12. **Term; Termination.** This Agreement shall remain in full force and effect from the date of its recording until dissolved in accordance with this Section. Should a Party terminate its participation in this Agreement, be dissolved, abolished, or otherwise cease to exist, MTECC and this Agreement shall continue until such time as the Parties agree to terminate this Agreement. In the event of the dissolution of MTECC resulting from termination of this Agreement, any funds held by MTECC contributed by Municipal Members ("Municipal Agency Funds") shall be distributed to the Municipal Members that remain a party to this Agreement at the time of dissolution. Municipal Agency Funds shall be disbursed within thirty (30) days of the effective date of the dissolution in a proportionate share to the Establishment Contribution, Membership Fees or Annual Fees paid by such Municipal Members. Funds held by MTECC that have been contributed by FDOT or any other Federal or State agency shall be returned to the appropriate agency.
13. **Withdrawal.** A Party may terminate its involvement in MTECC and its participation in this Agreement upon one hundred eighty (180) days' written notice to the other Parties, provided that there is no LAP Agreement for the completion of a Federal Aid Project or uncompleted Task Work Order for a Local Project within its jurisdiction at the time of the written notice. No Party may terminate its participation in MTECC while a LAP Agreement for the completion of a Federal Aid Project or Task Work Order in its geographic boundaries remains effective. A Party who withdraws will not receive a refund of the Initial Contribution, Membership Fee or Annual Fees.
14. **Consent.** This Agreement and any required resolution or ordinance of an individual Party shall be considered the Parties' consent to the creation of MTECC as required by Sections 163.01, Florida Statutes.

15. Liability / Sovereign Immunity. The Parties hereto shall each be individually and separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under this Agreement. Except as specified herein, the Parties shall each individually defend any action or proceeding brought against their respective agency pursuant to this Agreement and shall be individually responsible for all of their respective costs, attorneys' fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof. The Parties shall each individually maintain throughout the term of this Agreement any and all applicable insurance coverage required by Florida law for governmental entities. Nothing in this Agreement shall be construed to affect in any way the Parties' rights, privileges, and immunities, including the monetary limitations of liability set forth therein, under the doctrine of "sovereign immunity" and as set forth in Section 768.28 of the Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Parties, nor shall anything included herein be construed as consent by the Parties to be sued by third parties in any matter arising out of this Agreement. The Parties are entities subject to Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their employees pursuant to Section 768.28, Florida Statutes.
16. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the Chief Executive and/or elected official for the Party for whom it is intended at the location of their City hall.
17. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by a majority of the Parties.
18. Filing. It is agreed that this Agreement shall be filed with the Clerk of the Circuit Court of Broward County, as required by Section 163.01(11), Florida Statutes.
19. Joint Effort. The preparation of this Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than another.
20. Quarterly Reports. A quarterly report of MTECC shall be completed in accordance with generally accepted Government Auditing Standards by an independent certified public accountant. At a minimum, the quarterly report shall include a balance sheet, statement of revenues, expenditures and changes in fund equity and combining statements prepared in accordance with generally accepted accounting principles. All records such as, but not limited to, construction, financial, correspondence, instructions, memoranda, bid estimate sheets, proposal documentation, back charge documentation, canceled checks, reports, and other related records produced and maintained by MTECC, its employees, and consultants shall be deemed public records, and shall be made available for audit, review or copying by a Party to this Agreement upon reasonable notice.
21. Merger. This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation

from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all Parties to this Agreement.

22. Assignment. The respective obligations of the Parties set forth in this Agreement shall not be assigned, in whole or in part, without the written consent of the other Parties hereto.
23. Severability. If any clause, provision or section of this Agreement is found to be illegal or invalid by any court, the invalidity of such clause, provision or section will not affect the remainder validity of the remainder of the Agreement, and this Agreement will be construed and enforced.
24. Dispute Resolution. If the Parties are unable to resolve an issue about which there may be a disagreement regarding a matter covered in this Agreement or any subsequent Project Administration Agreement or Task Work Order, such dispute will be resolved in the following manner:
 - a. The Parties will meet through the respective municipal manager or administrator and the Executive Director, or their respective designee(s), in an effort to resolve the dispute; and
 - b. If the Parties are still unable to resolve the dispute, the Parties agree to further attempt to resolve the dispute in accordance with the governmental conflict procedures specified in Chapter 164, Florida Statutes, or such other process mutually agreed upon in writing by the Parties involved in the dispute.
25. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
26. Records. The Parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.
27. Governing Law and Venue. This Agreement shall be governed, construed and controlled according to the laws of the State of Florida. Venue for any claim, objection or dispute arising out of the terms of this Agreement shall be proper exclusively in Broward County, Florida.
28. Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in the Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties any right, remedy, or claims under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties.
29. Supremacy. This First Amended and Restated Agreement hereby supersedes and replaces the Original Agreement entered into between the Parties.
30. Effective Date. This Agreement shall become effective upon the execution by the Parties hereto and filing with the Clerk of Court for Broward County.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed the day and year as first stated below.

Attest: 

Witness Name: GREGORY STUART

B. L.

Witness Name: Bryan Calhoun

Broward Metropolitan Planning Organization

By:  9/8/22

Name: FRANK C. ORTIS

Title: Chair

Approved As To Form:

By: 

Name: Albert S. Gabriel

Title: General Counsel



Attest:

Joseph J. Kavanagh, City Clerk

Witness Name: Danielle Nowak

Danielle Nowak

Witness Name: Darnette Grant

Darnette Grant

City of Coconut Creek, Florida

By: Sheila Rose

Name: Karen M. Brooks

Title: Acting
City Manager

24th day of August, 20 23

Approved As To Form:

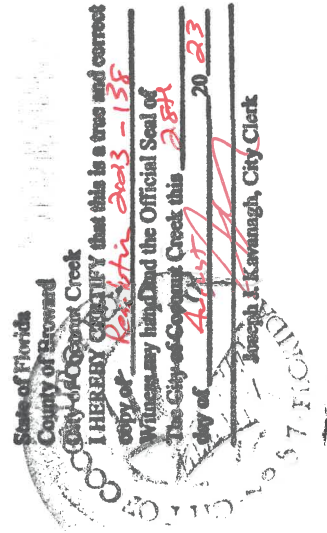
By: Terrill C. Pyburn

Name: Terrill C. Pyburn

Title: City Attorney

RESOLUTION NO. 2023-138

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR THE CREATION OF THE METRO TRANSPORTATION ENGINEERING & CONSTRUCTION COOPERATIVE (MTECC) FOR THE PURPOSE OF ADMINISTERING THE LYONS ROAD PEDESTRIAN LIGHTING PROJECT AND OTHER FEDERAL AID PROJECTS AS NEEDED; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.



WHEREAS, the City of Coconut Creek partnered with the Broward Metropolitan Planning Organization (BMPO) to successfully apply for \$3.9 million in federal appropriation funds for pedestrian lighting on Lyons Road; and

WHEREAS, the BMPO created the Metro Transportation Engineering & Construction Cooperative (MTECC) for the purpose of administering both federal aid projects and transportation projects completed without the use of federal funding; and

WHEREAS, MTECC will administer federal aid projects in a manner that compliments the implementation of local projects and may accept funds and oversee the construction of the federal aid projects as well as local projects; and

WHEREAS, services and benefits of MTECC will include: centralized engineering expertise with design, bid package preparation, construction oversight, inspections, right-of-way, etc.; centralized procurement; efficient and timely project delivery; centralized public involvement team; and the City has the ability to buy only services necessary without the need to maintain staff; and

WHEREAS, participation in this Interlocal Agreement requires a five year commitment, which includes a \$50,000 initial contribution and an annual fee of \$25,000; and

WHEREAS, project costs and responsibilities will be addressed in individual project-based agreements between the Florida Department of Transportation (FDOT), MTECC, and the City.

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

Section 1: That the foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution.

Section 2: That the City Commission has reviewed and hereby approves the Interlocal Agreement between the Broward Metropolitan Planning Organization and the City of Coconut Creek, attached hereto and made a part hereof, to administer both federal aid projects and transportation projects completed without the use of federal funding.

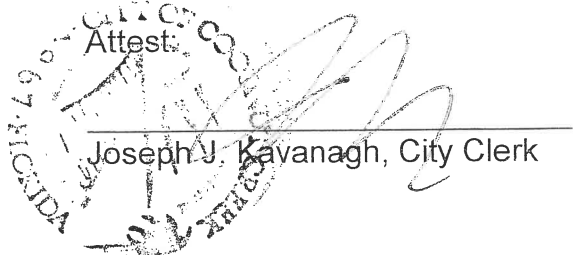
Section 3: That the City Manager, or designee, is hereby authorized to execute the attached agreement between the Broward Metropolitan Planning Board and the City of Coconut Creek, attached hereto and made a part hereof, to administer both federal aid projects and transportation projects completed without the use of federal funding.

Section 4: That if any clause, section, other part or application of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this resolution.

Section 5: That this resolution shall be in full force and effect immediately upon its adoption.

Adopted this 24th day of August, 2023.


Joshua Rydell, Mayor


Joseph J. Kavanagh, City Clerk

Rydell	<u>Aye</u>
Welch	<u>Aye</u>
Railey	<u>Aye</u>
Brodie	<u>Aye</u>
Wasserman	<u>Aye</u>



**Metro Trans Engineering & Construction
Cooperative (MTECC)
Meeting Date: 09/14/2023**

2.

REQUESTED ACTION:

MOTION TO APPROVE: The Amended MTECC Operating Fund Budget and Capital Project Fund for fiscal year 2022-23.

WHAT THIS ACTION ACCOMPLISHES:

This provides the budget authority for MTECC Operating Fund and Capital Project Fund through the end of fiscal year 2022-23 on September 30, 2023.

SUMMARY EXPLANATION/BACKGROUND:

The MTECC Operating Fund Budget and MTECC Capital Project Fund for fiscal year 2022-23 has been a work in progress as this has been the first full year of operations for MTECC. Most items have been running much less than expected as items are being implemented during fiscal year 2022-23.

Summaries of adjustments include the following:

- Revenues have been more than expected due to the addition of the City of Coconut Creek during the year.
- Support functions such as finance and accounting, information technology and related administrative activities are being finalized late in the fiscal year, requiring less expenses than expected during the year.
- Program Management Consultant is on board and budget had been adjusted to match the work order for general support services.
- Project activities have begun for Deerfield Beach and Hallandale Beach requiring an advance from the MTECC Operating Fund to the MTECC Capital Projects Fund. This is funded from a rebate of \$25,000.00 for each project from a portion of the initial fee paid by the members to MTECC.

The key amended line items are highlighted in yellow highlights in the attached Exhibit A on pages 5 and 6. This conforms the fiscal year 2022-23 MTECC Operating Fund and MTECC Capital Projects Fund to expected activity for the year.

MTECC STAFF RECOMMENDATION(S):

MTECC staff recommends approval of the amended MTECC Operating Budget and MTECC Capital Project Fund Budget for fiscal year 2022-23.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Lowell Clary at (850) 212-7772 or lowell.clary@claryconsulting.com.

Attachments

Resolution Approving Amended FY 22-23 MTECC Budget
MTECC Amended FY 22-23 and Proposed FY 23-24 Budget

RESOLUTION NO. 2023-

**A RESOLUTION OF THE BOARD OF THE METRO TRANSPORTATION
ENGINEERING AND CONSTRUCTION COOPERATIVE (MTECC)
AMENDING THE OPERATING BUDGET FOR THE 2022-2023 FISCAL
YEAR; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.**

WHEREAS, the MTECC Board adopted a budget for MTECC operations for the 2022-2023 fiscal year (the “Budget”);

WHEREAS, MTECC desires to amend the Budget to match operating needs for the remainder of fiscal year 2022-23;

WHEREAS, to the extent budget may be available in the annual MTECC Operating Fund, the Board may provide for a rebate of up to \$25,000.00 to each MTECC member to help fund support for the member’s first project supported by MTECC that is a rebate from the initial membership fee paid to MTECC.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF THE METRO TRANSPORTATION
ENGINEERING AND CONSTRUCTION COOPERATIVE, AS FOLLOWS:**

Section 1. Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed.

Section 2. Budget Adopted. That the Board hereby amends the MTECC 2022-2023 Fiscal Year budget in the form attached hereto as Exhibit “A” for the fiscal year 2022-23 Amended Budget Column on pages 6 and 7 of Exhibit A.

Section 3. Member Rebates. That the Board hereby approves a rebate of \$25,000.00 for Project 445529-1 for the City of Deerfield Beach, and a rebate of \$25,000.00 for Project 445527-1 for City of Hallandale Beach, to be transferred from the MTECC Operating Fund to the MTECC Capital Projects Fund, to support the respective projects.

Section 4. Implementation. That the Executive Director is hereby authorized to take any and all actions necessary to implement the amendment to 2022-2023 fiscal year budget and the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall become effective upon adoption.

ADOPTED this ____ day of _____, **2023.**

METRO TRANSPORTATION ENGINEERING AND
CONSTRUCTION COOPERATIVE

By _____
Chair

Attest:

By _____
Executive Director

Metro Transportation Engineering & Construction Cooperative Amended Budget Fiscal Year 2022-23 and Proposed Budget Fiscal Year 2023-2024

Background

The Metro Transportation Engineering & Construction Cooperative (MTECC) was established in 2022 by Interlocal Agreement “ILA” between the founding member municipal members of City of Hollywood, City of Plantation and the City of Pompano Beach under Section 163.01, Florida Statutes in cooperation with the Broward Metropolitan Planning Organization under Section 339.175, Florida Statutes. The founding municipal members appoint a MTECC Board Member from their elected officials that form the MTECC Board. The MTECC Board provides policy direction for the operation of MTECC. MTECC shall be a separate legal entity, pursuant to Section 163.01(7), Florida Statutes. This Agreement was filed and recorded on May 31, 2022, with the Clerk of Court for Broward County, Florida in accordance with Section 163.01(11), Florida Statutes.

MTECC as an organization was created to facilitate the planning, design and construction of transportation related projects throughout the County. Under the ILA, additional municipalities in Broward County may join the MTECC through Interlocal Agreement with MTECC. A municipality must be a member of MTECC for MTECC to provide the planning, design, and construction of transportation related projects in the municipality.

From time-to-time Federal funds become available through the Florida Department of Transportation and the Federal Transit Administration to fund projects that are on municipal roads and other transportation facilities (transitways, sidewalks, bikeways, etc.). Projects funded through Federal funding must comply with Federal laws, regulations and standards which in most cases vary from other projects implemented by municipalities. MTECC was primarily established to specialize in delivering projects that must meet Federal requirements to be efficient in delivering these projects for the member municipality. This prevents the various municipalities from the expense of meeting the Federal requirements on what may be a Federal funded project once or twice every three to five years.

Budget/Fund Structure

Special Revenue Fund

Special Revenue funds include funds that contain revenues which are restricted for specific purposes. The MTECC Operating Fund is created as a Special Revenue Fund. The MTECC Operating Fund supports the administrative operations of MTECC including grants provided by MTECC municipality members under the ILA and the costs to support the following:

- MTECC Board activities and support.
- Executive Director for administrative activities.
- Board Attorney for administrative activities.

- Finance and Accounting for MTECC activities.
- Procurement support activities.
- Contract Management activities
- Board public relations and involvement activities.
- Other administrative support activities.

Capital Project Fund

In the initial budget there are no revenues or projects in the MTECC Capital Projects Fund. As projects are undertaken by MTECC these will be included in the MTECC Capital Project Fund and accounted for as unique projects when grant agreements are executed. Projects in the Capital Projects Fund by their nature may cover multiple years depending on the size and complexity of the project.

Budget Process

The Proposed Budget is provided to develop the proposed budget in the late Spring of each year with the proposed budget presented to the MTECC Board in July of each year to be adopted in September of each year for the subsequent fiscal year October 1 to September 30.

Adopting the Budget

MTECC must adopt a balanced budget. A balanced budget as defined in Florida Statutes 166.241(2) is where the amount available from taxation and other sources, including amounts carried over from prior fiscal years, must equal the total appropriations for expenditures and reserves.

MTECC does not have any taxing authority and relies upon contributions from municipal members and grants for capital projects from partners such as FDOT and the Federal Transit Administration. MTECC will hold a public hearing on the tentative budget that is published for public review at least 5 days before the hearing. The budget becomes effective on October 1. The legal level of adoption is at the Fund Level for the MTECC Operating Fund and at the project level for the Capital Projects Fund.

Amending the Adopted Budget

State law allows changes to the adopted budget at any time throughout the fiscal year and up to 60 days after the fiscal year end (Florida Statutes 166.241(4)). These changes include budget amendments, which increase or decrease the total budget of a fund. Any budget amendments move funds from Budgeted Reserve in the MTECC Operating Fund or at a project level for a capital project in the Capital Projects Fund require MTECC Board approval.

Budget Monitoring

The budget is monitored monthly by the Executive Director to track variances between the actual and budgeted amounts, to identify trends and to estimate end-of-year results. Monthly financial reports are distributed to the MTECC Board members and all MTECC municipal members, Broward MPO, and for each project to the funding partner for the project. The Executive Director shall monitor the MTECC Operating Fund and each project in the Capital Projects Fund to evaluate the adequacy of funds year to date and through the end of the year. The Executive Director shall propose budget amendments to increase or decrease revenues and/or appropriated expenditures to maintain a balanced budget during each fiscal year for the MTECC Operating Fund and each project in the Capital Projects Fund.

Operating Budget Policies

Budgetary basis refers to the reporting of revenues and expenditures or expenses in the financial statements as they are recognized in the accounts. The basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied. All Governmental Funds are accounted for using the modified accrual basis of accounting except that encumbrances are treated as the equivalent of expenditures, as opposed to a reservation of fund balance. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the fiscal period. Expenditures are generally recognized, under the modified accrual basis of accounting, when the related fund liability is incurred. Debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due, using the current financial resources measurement focus of accounting. At year-end, open encumbrance balances lapse.

The Annual Comprehensive Financial Reporting presents the status of the MTECC's finances on a basis consistent with Generally Accepted Accounting Principles (GAAP) (that is, the Governmental Funds use the modified accrual basis of accounting) In order to provide a meaningful comparison of actual results with the budget, the Annual Comprehensive Financial Reporting presents MTECC's operations on a GAAP basis and also shows fund expenditures and revenues on a budget basis for the Special Revenue and Capital Projects Funds. MTECC is required to prepare a balanced budget in which current revenues will be sufficient to support current expenditures.

MTECC Operating Fund Financial Reserve Policies

In general, MTECC should maintain adequate fund balances or reserves to handle unexpected decreases in revenues plus a reasonable level for extraordinary unbudgeted expenditures. For measurement purposes, the minimum target fund balance in the MTECC Operating Fund is the equivalent of 90 days of average expenditure for the MTECC Operating Fund and should be computed annually and remain unappropriated. On an annual basis, projections of reserve requirements and a plan for the use of additions for the current year shall be made in accordance with relevant MTECC policies.

Capital Projects Fund Project Level Financial Reserve Policies

The Executive Director will analyze each project grant amount and establish a reserve amount for each project in coordination with the project team experts, funding partner and municipal member where the project is located. This reserve shall be maintained at the project level of the Capital Projects Fund and used for unexpected expenditures on the project. This reserve shall be monitored monthly and updated as needed to ensure there is adequate funding for each project.

Capital Improvement Policies

MTECC shall coordinate the development of the MTECC Capital Improvement Plan with the development of the MTECC Operating Fund Budget and in coordination with funding partners such as the Broward MPO, FDOT, Federal Transit Administration and MTECC municipal members. MTECC shall have a five-year capital improvement plan that identifies specific projects and project phases by year within the five-year period. Each year, a new year will be added to the five-year capital improvement plan. Future operating expenditures and revenues associated with new capital improvement will be projected and included in the Five-Year Capital Improvement Plan.

MTECC shall capture the expenditures for capital improvement projects by project and at the completion of the project transfer the project value to the municipal member that by agreement will own the project for long-term operations and maintenance.

Revenue Policies

MTECC depends on funding partners to provide grants for the MTECC operations and capital projects being implemented by MTECC. MTECC will include revenues as required by the ILA in the MTECC Operating Budget and any other grants that may be made by MTECC municipal members for MTECC operations. MTECC Capital Projects Funds revenues shall be developed based on executed grant agreements from project funding partners. Legally restricted revenues will be used for the specific purpose dictated by the issuer. To ensure compliance with revenue, reserve and budget policies, MTECC staff shall analyze and prepare reports annually to monitor, project and estimate revenues and expenditures, on an annual basis and forward for the next fiscal year.

Expenditure Policies

Expenditures are a rough measure of MTECC's service output. While many expenditures can be easily controlled, unanticipated service demands may strain our ability to maintain a balanced budget. To ensure the proper control of expenditures and provide for a quick and effective response to adverse financial situations, expenditures and purchase commitments will be made in a form and process that is legal, appropriate, funded, authorized and sufficiently documented. Also, expenditures and purchase commitments will be recorded in an accurate and timely fashion.

Budget In Brief

Actual amounts for fiscal year 2022-2023, through May 2023 includes:

Revenues. The revenues received include initial payments from available for allocation in the fiscal year 2022-23 of \$450,000. It is anticipated that an additional \$50,000 will be received from a new member prior to the fiscal year end September 30, 2023. Coconut Creek agreed to join MTECC at their August 24, 2023, Commission meeting. This totals \$500,000 member city fees in fiscal year 2022-23.

Expenditures. The actual expenditures through May 2023 have been limited to the Insurance payment and payment for activities of the Executive Director. It is anticipated that additional expenses will be incurred for general administrative activities through September 30, 2023. However, the amount required will be much lower than expected in the Adopted Budget for the fiscal year 2022-23.

Budgeted Reserve. The Budgeted Reserve for fiscal year 2022-23 was assumed to be \$200,000, or 78.7 percent of the annual expenditures of the MTECC Operating Fund. We anticipate this amount will be higher than expected due to lower than expected expenditures and higher than expected revenues in fiscal year 2022-23.

Proposed budget amounts for fiscal year 2023-2024 includes:

Revenues. The revenues will involve an assessment to the MTECC member cities (assumes cities of Coconut Creek, Deerfield Beach, Hallandale Beach, Hollywood, Pembroke Pines, Plantation, and Pompano Beach), that is assumed to be \$25,000 per City to total revenues of \$175,000 for fiscal year 2022-23. Any new MTECC members will be assessed a \$50,000 initial year fee for joining MTECC should additional cities join MTECC during fiscal year 2023-24. Fort Lauderdale has an action to join MTECC scheduled for their October 3, 2023, Commission meeting.

Expenditures. The budget expenditures for general administrative activities in fiscal year 2023-24 include the following major categories.

General Administrative

- Board Expense – these include Board preparation, meeting minutes and related support
- MTECC Legal Counsel – general support for Board meetings and administrative activities
- MTECC Executive Director – general support for Board meetings and administrative management and oversight of MTECC activities
- Program Management Consultant –
 - general support for Board meetings and technical support for administrative activities,
 - web development and support,
 - media relations and public involvement support for general MTECC activities
- Finance and Accounting – supports finance and accounting activities for MTECC.
- Insurance – overall insurance coverage for the Board and MTECC activities
- Annual Audit – required annual audit of MTECC activities.
- Other Administrative Expenses – this covers general administrative expenses that made not be addressed in other categories.

MTECC Member Initial Contribution Rebate – The Board may grant up to \$25,000 transfer from the MTECC Operating Fund to the MTECC Project Fund for the first member project to assist with costs to support the member project to the extent that funds are available and at the discretion of the Board.

Budgeted Reserve. The Budgeted Reserve for the MTECC Operating Budget for fiscal year 2023-24 was assumed to be \$138,310, or 45 percent of the annual expenditures of the MTECC Operating Fund.

MTECC Capital Project Fund

Deerfield Beach and Hallandale Beach have officially requested and the MTECC Board has approved moving forward with assistance in the July 2023 Board meeting for MTECC support for LAP projects in state fiscal year 2023-24. The MTECC Projects Fund has been added to the annual budget with an amended amount for fiscal year 22-23 and a tentative allocation for fiscal year 23-24. These will be further brought forward for MTECC Board review and approval to amend in the full project budgets as design that includes associated funding from FDOT/City to fund items such as:

- MTECC Executive Director – items such as project scope development, meetings, negotiations, oversight, reporting, management of consultants and related project specific activities
- MTECC Legal Counsel – project level items such as draft agreements, negotiations, finalizing agreements, and availability for any project level issues.
- MPO Support – project level task orders and procurement processes
- Program Management Consultant
 - PMC Project Manager – project scope development, meetings, negotiations, oversight, management of PMC staff, reporting, etc.
 - PMC Design Consultant Manager – contract/project manager for design consultant on behalf of MTECC – scope development, manage design consultant activities for oversight, coordination, reporting, invoicing, payments, etc.
 - MTECC/City – design reviews at 30%, 60%, 90% plans and acceptance of 100% plans
 - Construction Bid Preparation – assist design consultant will the development of the plans, specifications, special provisions to prepare for construction bid
- Design Consultant – team responsible for the implementation of the design project.

MTECC Operating Fund

Budget Item	Amended Fiscal Year 2022-2023	Proposed Fiscal Year 2023-2024	Notes
Revenues			
Founding Member Contributions			
City of Hollywood	\$100,000	\$25,000	FY 23-34 Set
City of Plantation	\$100,000	\$25,000	By Board
City of Pompano Beach	\$100,000	\$25,000	Assessment
Non-Founding Member Contributions			
City of Deerfield Beach	\$50,000	\$25,000	
City of Hallandale Beach	\$50,000	\$25,000	
City of Pembroke Pines	\$50,000	\$25,000	
City of Fort Lauderdale (pending)		\$50,000	
City of Coconut Creek	\$50,000	\$25,000	
Total Member Contributions	\$500,000	\$225,000	
Interest Earnings	0	\$3,000	
Total Revenues	\$500,000	\$228,000	
Carry Over Prior Year		\$270,310	
Total Available		\$498,310	
Appropriations/Expenditures			
Board Expenses	\$5,000	\$10,000	
Board Attorney	\$12,000	\$48,000	
Executive Director	\$60,690	\$60,000	
Program Management Consultant	\$50,000	\$60,000	
Finance/Accounting	\$20,000	\$65,000	
Insurance	\$8,000	\$10,000	
Annual Audit	\$0	\$12,000	
Procurement	\$20,000	\$10,000	
Public Relations/Involvement	\$0	\$5,000	
Technology	\$3,000	\$10,000	
Other Administrative Expenses	\$1,000	\$20,000	
Total Appropriations/Expenditures	\$179,690	\$310,000	
Advance to MTECC Projects Fund	\$50,000	\$50,000	
Budgeted Reserve	\$270,310	\$138,310	

MTECC Capital Project Fund

Budget Item	Amended Fiscal Year 2022-2023	Proposed Fiscal Year 2023-2024	Notes
Revenues			
Project Grants			
Total Grants	\$0.00	\$0.00	
Advances from MTECC Operating Fund	\$50,000	\$50,000	
Total Revenues	\$50,000	\$50,000	
Carry Over Prior Year	\$0.00	\$0.00	
Total Available	\$50,000	\$50,000	
Appropriations/Expenditures			
Project 445529-1 – Deerfield Beach			
Program Management Consultant	\$25,000		
Design Consultant			
Contingency			
Project Total	\$25,000		
Project 445527-1 – Hallandale Beach			
Program Management Consultant	\$25,000		
Design Consultant			
Contingency			
Project Total	\$25,000		
Total Appropriations/Expenditures	\$50,000	\$0.00	
Transfers to MTECC Operating Fund	\$0.00	\$0.00	
Budgeted Reserve	\$0.00	\$50,000	



**Metro Trans Engineering & Construction
Cooperative (MTECC)**

3.

Meeting Date: 09/14/2023

REQUESTED ACTION:

MOTION TO APPROVE: The MTECC Operating Fund Budget and Capital Project Fund for fiscal year 2023-24.

WHAT THIS ACTION ACCOMPLISHES:

This provides the budget authority for MTECC Operating Fund and the MTECC Capital Project Fund for fiscal year 2023-24.

SUMMARY EXPLANATION/BACKGROUND:

The MTECC Operating Fund Budget and MTECC Capital Project fund for fiscal year 2023-24 continues to be a work in progress as we implement the first two projects to be implemented by MTECC.

This is an exciting time as MTECC begins to provide the services for members within the mission for MTECC for the design of complete streets projects in the cities of Deerfield Beach and Hallandale Beach. In addition, MTECC staff have been advised that the cities of Hollywood and Pembroke Pines plan to request MTECC support for two LAP design projects in the fiscal year for projects that being in state fiscal year 2024-25 starting in July 2024. We are also working on several HUB projects funded through the Federal Transit Administration that should begin in late Spring to Summer 2024 in Fort Lauderdale and Pembroke Pines. One last project under discussion is a possible U.S. Department of Housing and Urban Development grant for the City of Coconut Creek.

This will require a number of budget amendments during the year to add funding grants and city contributions to support the delivery of these projects. These budget amendments plus supporting documents such as the funding grant agreement, project agreement between MTECC and the member, plus negotiated design word orders and related items will be attached to the proposed budget amendments.

The assumed revenues included the City of Fort Lauderdale that has the MTECC Interlocal Agency Agreement on a workshop for September 19, 2023 and the Commission meeting on October 3, 2023.

The proposed Budget has been updated since the prior draft version. The key changes are in yellow highlights on page 5 and 6 of Exhibit A in the fiscal year 2023-24 column.

Thank you for your support and understanding as the budget adjusts during the year to implement the mission of MTECC supporting the delivery of projects on behalf of MTECC members.

MTECC STAFF RECOMMENDATION(S):

MTECC staff recommends approval of the MTECC Operating Budget and MTECC Capital Project Fund Budget for fiscal year 2023-24.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Lowell Clary at (850) 212-7772 or lowell.clary@claryconsulting.com.

Attachments

Resolution Approving MTECC FY 23-24 Budget
MTECC Amended FY 22-23 and Proposed FY 23-24 Budget

RESOLUTION NO. 2023-

**A RESOLUTION OF THE BOARD OF THE METRO TRANSPORTATION
ENGINEERING AND CONSTRUCTION COOPERATIVE (MTECC)
ADOPTING THE MTECC OPERATING BUDGET AND THE MTECC
CAPITAL PROJECTS FUND FOR THE 2023-2024 FISCAL YEAR;
PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.**

WHEREAS, the MTECC Board desires to adopt a budget for MTECC operations for the 2023-2024 fiscal year.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF THE METRO TRANSPORTATION
ENGINEERING AND CONSTRUCTION COOPERATIVE, AS FOLLOWS:**

Section 1. Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed.

Section 2. Budget Adopted. That the Board hereby adopts the MTECC 2023-2024 Fiscal Year budget in the form attached hereto as Exhibit "A".

Section 3. Implementation. That the Executive Director is hereby authorized to take any and all actions necessary to implement the 2023-2024 fiscal year budget and the purposes of this Resolution.

Section 4. Effective Date. This Resolution shall become effective upon adoption.

ADOPTED this_day of _____, 2023.

METRO TRANSPORTATION ENGINEERING AND
CONSTRUCTION COOPERATIVE

By _____
Chair

Attest:

By _____
Executive Director

Metro Transportation Engineering & Construction Cooperative Amended Budget Fiscal Year 2022-23 and Proposed Budget Fiscal Year 2023-2024

Background

The Metro Transportation Engineering & Construction Cooperative (MTECC) was established in 2022 by Interlocal Agreement “ILA” between the founding member municipal members of City of Hollywood, City of Plantation and the City of Pompano Beach under Section 163.01, Florida Statutes in cooperation with the Broward Metropolitan Planning Organization under Section 339.175, Florida Statutes. The founding municipal members appoint a MTECC Board Member from their elected officials that form the MTECC Board. The MTECC Board provides policy direction for the operation of MTECC. MTECC shall be a separate legal entity, pursuant to Section 163.01(7), Florida Statutes. This Agreement was filed and recorded on May 31, 2022, with the Clerk of Court for Broward County, Florida in accordance with Section 163.01(11), Florida Statutes.

MTECC as an organization was created to facilitate the planning, design and construction of transportation related projects throughout the County. Under the ILA, additional municipalities in Broward County may join the MTECC through Interlocal Agreement with MTECC. A municipality must be a member of MTECC for MTECC to provide the planning, design, and construction of transportation related projects in the municipality.

From time-to-time Federal funds become available through the Florida Department of Transportation and the Federal Transit Administration to fund projects that are on municipal roads and other transportation facilities (transitways, sidewalks, bikeways, etc.). Projects funded through Federal funding must comply with Federal laws, regulations and standards which in most cases vary from other projects implemented by municipalities. MTECC was primarily established to specialize in delivering projects that must meet Federal requirements to be efficient in delivering these projects for the member municipality. This prevents the various municipalities from the expense of meeting the Federal requirements on what may be a Federal funded project once or twice every three to five years.

Budget/Fund Structure

Special Revenue Fund

Special Revenue funds include funds that contain revenues which are restricted for specific purposes. The MTECC Operating Fund is created as a Special Revenue Fund. The MTECC Operating Fund supports the administrative operations of MTECC including grants provided by MTECC municipality members under the ILA and the costs to support the following:

- MTECC Board activities and support.
- Executive Director for administrative activities.
- Board Attorney for administrative activities.

- Finance and Accounting for MTECC activities.
- Procurement support activities.
- Contract Management activities
- Board public relations and involvement activities.
- Other administrative support activities.

Capital Project Fund

In the initial budget there are no revenues or projects in the MTECC Capital Projects Fund. As projects are undertaken by MTECC these will be included in the MTECC Capital Project Fund and accounted for as unique projects when grant agreements are executed. Projects in the Capital Projects Fund by their nature may cover multiple years depending on the size and complexity of the project.

Budget Process

The Proposed Budget is provided to develop the proposed budget in the late Spring of each year with the proposed budget presented to the MTECC Board in July of each year to be adopted in September of each year for the subsequent fiscal year October 1 to September 30.

Adopting the Budget

MTECC must adopt a balanced budget. A balanced budget as defined in Florida Statutes 166.241(2) is where the amount available from taxation and other sources, including amounts carried over from prior fiscal years, must equal the total appropriations for expenditures and reserves.

MTECC does not have any taxing authority and relies upon contributions from municipal members and grants for capital projects from partners such as FDOT and the Federal Transit Administration. MTECC will hold a public hearing on the tentative budget that is published for public review at least 5 days before the hearing. The budget becomes effective on October 1. The legal level of adoption is at the Fund Level for the MTECC Operating Fund and at the project level for the Capital Projects Fund.

Amending the Adopted Budget

State law allows changes to the adopted budget at any time throughout the fiscal year and up to 60 days after the fiscal year end (Florida Statutes 166.241(4)). These changes include budget amendments, which increase or decrease the total budget of a fund. Any budget amendments move funds from Budgeted Reserve in the MTECC Operating Fund or at a project level for a capital project in the Capital Projects Fund require MTECC Board approval.

Budget Monitoring

The budget is monitored monthly by the Executive Director to track variances between the actual and budgeted amounts, to identify trends and to estimate end-of-year results. Monthly financial reports are distributed to the MTECC Board members and all MTECC municipal members, Broward MPO, and for each project to the funding partner for the project. The Executive Director shall monitor the MTECC Operating Fund and each project in the Capital Projects Fund to evaluate the adequacy of funds year to date and through the end of the year. The Executive Director shall propose budget amendments to increase or decrease revenues and/or appropriated expenditures to maintain a balanced budget during each fiscal year for the MTECC Operating Fund and each project in the Capital Projects Fund.

Operating Budget Policies

Budgetary basis refers to the reporting of revenues and expenditures or expenses in the financial statements as they are recognized in the accounts. The basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied. All Governmental Funds are accounted for using the modified accrual basis of accounting except that encumbrances are treated as the equivalent of expenditures, as opposed to a reservation of fund balance. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the fiscal period. Expenditures are generally recognized, under the modified accrual basis of accounting, when the related fund liability is incurred. Debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due, using the current financial resources measurement focus of accounting. At year-end, open encumbrance balances lapse.

The Annual Comprehensive Financial Reporting presents the status of the MTECC's finances on a basis consistent with Generally Accepted Accounting Principles (GAAP) (that is, the Governmental Funds use the modified accrual basis of accounting) In order to provide a meaningful comparison of actual results with the budget, the Annual Comprehensive Financial Reporting presents MTECC's operations on a GAAP basis and also shows fund expenditures and revenues on a budget basis for the Special Revenue and Capital Projects Funds. MTECC is required to prepare a balanced budget in which current revenues will be sufficient to support current expenditures.

MTECC Operating Fund Financial Reserve Policies

In general, MTECC should maintain adequate fund balances or reserves to handle unexpected decreases in revenues plus a reasonable level for extraordinary unbudgeted expenditures. For measurement purposes, the minimum target fund balance in the MTECC Operating Fund is the equivalent of 90 days of average expenditure for the MTECC Operating Fund and should be computed annually and remain unappropriated. On an annual basis, projections of reserve requirements and a plan for the use of additions for the current year shall be made in accordance with relevant MTECC policies.

Capital Projects Fund Project Level Financial Reserve Policies

The Executive Director will analyze each project grant amount and establish a reserve amount for each project in coordination with the project team experts, funding partner and municipal member where the project is located. This reserve shall be maintained at the project level of the Capital Projects Fund and used for unexpected expenditures on the project. This reserve shall be monitored monthly and updated as needed to ensure there is adequate funding for each project.

Capital Improvement Policies

MTECC shall coordinate the development of the MTECC Capital Improvement Plan with the development of the MTECC Operating Fund Budget and in coordination with funding partners such as the Broward MPO, FDOT, Federal Transit Administration and MTECC municipal members. MTECC shall have a five-year capital improvement plan that identifies specific projects and project phases by year within the five-year period. Each year, a new year will be added to the five-year capital improvement plan. Future operating expenditures and revenues associated with new capital improvement will be projected and included in the Five-Year Capital Improvement Plan.

MTECC shall capture the expenditures for capital improvement projects by project and at the completion of the project transfer the project value to the municipal member that by agreement will own the project for long-term operations and maintenance.

Revenue Policies

MTECC depends on funding partners to provide grants for the MTECC operations and capital projects being implemented by MTECC. MTECC will include revenues as required by the ILA in the MTECC Operating Budget and any other grants that may be made by MTECC municipal members for MTECC operations. MTECC Capital Projects Funds revenues shall be developed based on executed grant agreements from project funding partners. Legally restricted revenues will be used for the specific purpose dictated by the issuer. To ensure compliance with revenue, reserve and budget policies, MTECC staff shall analyze and prepare reports annually to monitor, project and estimate revenues and expenditures, on an annual basis and forward for the next fiscal year.

Expenditure Policies

Expenditures are a rough measure of MTECC's service output. While many expenditures can be easily controlled, unanticipated service demands may strain our ability to maintain a balanced budget. To ensure the proper control of expenditures and provide for a quick and effective response to adverse financial situations, expenditures and purchase commitments will be made in a form and process that is legal, appropriate, funded, authorized and sufficiently documented. Also, expenditures and purchase commitments will be recorded in an accurate and timely fashion.

Budget In Brief

Actual amounts for fiscal year 2022-2023, through May 2023 includes:

Revenues. The revenues received include initial payments from available for allocation in the fiscal year 2022-23 of \$450,000. It is anticipated that an additional \$50,000 will be received from a new member prior to the fiscal year end September 30, 2023. Coconut Creek agreed to join MTECC at their August 24, 2023, Commission meeting. This totals \$500,000 member city fees in fiscal year 2022-23.

Expenditures. The actual expenditures through May 2023 have been limited to the Insurance payment and payment for activities of the Executive Director. It is anticipated that additional expenses will be incurred for general administrative activities through September 30, 2023. However, the amount required will be much lower than expected in the Adopted Budget for the fiscal year 2022-23.

Budgeted Reserve. The Budgeted Reserve for fiscal year 2022-23 was assumed to be \$200,000, or 78.7 percent of the annual expenditures of the MTECC Operating Fund. We anticipate this amount will be higher than expected due to lower than expected expenditures and higher than expected revenues in fiscal year 2022-23.

Proposed budget amounts for fiscal year 2023-2024 includes:

Revenues. The revenues will involve an assessment to the MTECC member cities (assumes cities of Coconut Creek, Deerfield Beach, Hallandale Beach, Hollywood, Pembroke Pines, Plantation, and Pompano Beach), that is assumed to be \$25,000 per City to total revenues of \$175,000 for fiscal year 2022-23. Any new MTECC members will be assessed a \$50,000 initial year fee for joining MTECC should additional cities join MTECC during fiscal year 2023-24. Fort Lauderdale has an action to join MTECC scheduled for their October 3, 2023, Commission meeting.

Expenditures. The budget expenditures for general administrative activities in fiscal year 2023-24 include the following major categories.

General Administrative

- Board Expense – these include Board preparation, meeting minutes and related support
- MTECC Legal Counsel – general support for Board meetings and administrative activities
- MTECC Executive Director – general support for Board meetings and administrative management and oversight of MTECC activities
- Program Management Consultant –
 - general support for Board meetings and technical support for administrative activities,
 - web development and support,
 - media relations and public involvement support for general MTECC activities
- Finance and Accounting – supports finance and accounting activities for MTECC.
- Insurance – overall insurance coverage for the Board and MTECC activities
- Annual Audit – required annual audit of MTECC activities.
- Other Administrative Expenses – this covers general administrative expenses that made not be addressed in other categories.

MTECC Member Initial Contribution Rebate – The Board may grant up to \$25,000 transfer from the MTECC Operating Fund to the MTECC Project Fund for the first member project to assist with costs to support the member project to the extent that funds are available and at the discretion of the Board.

Budgeted Reserve. The Budgeted Reserve for the MTECC Operating Budget for fiscal year 2023-24 was assumed to be \$138,310, or 45 percent of the annual expenditures of the MTECC Operating Fund.

MTECC Capital Project Fund

Deerfield Beach and Hallandale Beach have officially requested and the MTECC Board has approved moving forward with assistance in the July 2023 Board meeting for MTECC support for LAP projects in state fiscal year 2023-24. The MTECC Projects Fund has been added to the annual budget with an amended amount for fiscal year 22-23 and a tentative allocation for fiscal year 23-24. These will be further brought forward for MTECC Board review and approval to amend in the full project budgets as design that includes associated funding from FDOT/City to fund items such as:

- MTECC Executive Director – items such as project scope development, meetings, negotiations, oversight, reporting, management of consultants and related project specific activities
- MTECC Legal Counsel – project level items such as draft agreements, negotiations, finalizing agreements, and availability for any project level issues.
- MPO Support – project level task orders and procurement processes
- Program Management Consultant
 - PMC Project Manager – project scope development, meetings, negotiations, oversight, management of PMC staff, reporting, etc.
 - PMC Design Consultant Manager – contract/project manager for design consultant on behalf of MTECC – scope development, manage design consultant activities for oversight, coordination, reporting, invoicing, payments, etc.
 - MTECC/City – design reviews at 30%, 60%, 90% plans and acceptance of 100% plans
 - Construction Bid Preparation – assist design consultant will the development of the plans, specifications, special provisions to prepare for construction bid
- Design Consultant – team responsible for the implementation of the design project.

MTECC Operating Fund

Budget Item	Amended Fiscal Year 2022-2023	Proposed Fiscal Year 2023-2024	Notes
Revenues			
Founding Member Contributions			
City of Hollywood	\$100,000	\$25,000	FY 23-34 Set
City of Plantation	\$100,000	\$25,000	By Board
City of Pompano Beach	\$100,000	\$25,000	Assessment
Non-Founding Member Contributions			
City of Deerfield Beach	\$50,000	\$25,000	
City of Hallandale Beach	\$50,000	\$25,000	
City of Pembroke Pines	\$50,000	\$25,000	
City of Fort Lauderdale (pending)		\$50,000	
City of Coconut Creek	\$50,000	\$25,000	
Total Member Contributions	\$500,000	\$225,000	
Interest Earnings	0	\$3,000	
Total Revenues	\$500,000	\$228,000	
Carry Over Prior Year		\$270,310	
Total Available		\$498,310	
Appropriations/Expenditures			
Board Expenses	\$5,000	\$10,000	
Board Attorney	\$12,000	\$48,000	
Executive Director	\$60,690	\$60,000	
Program Management Consultant	\$50,000	\$60,000	
Finance/Accounting	\$20,000	\$65,000	
Insurance	\$8,000	\$10,000	
Annual Audit	\$0	\$12,000	
Procurement	\$20,000	\$10,000	
Public Relations/Involvement	\$0	\$5,000	
Technology	\$3,000	\$10,000	
Other Administrative Expenses	\$1,000	\$20,000	
Total Appropriations/Expenditures	\$179,690	\$310,000	
Advance to MTECC Projects Fund	\$50,000	\$50,000	
Budgeted Reserve	\$270,310	\$138,310	

MTECC Capital Project Fund

Budget Item	Amended Fiscal Year 2022-2023	Proposed Fiscal Year 2023-2024	Notes
Revenues			
Project Grants			
Total Grants	\$0.00	\$0.00	
Advances from MTECC Operating Fund	\$50,000	\$50,000	
Total Revenues	\$50,000	\$50,000	
Carry Over Prior Year	\$0.00	\$0.00	
Total Available	\$50,000	\$50,000	
Appropriations/Expenditures			
Project 445529-1 – Deerfield Beach			
Program Management Consultant	\$25,000		
Design Consultant			
Contingency			
Project Total	\$25,000		
Project 445527-1 – Hallandale Beach			
Program Management Consultant	\$25,000		
Design Consultant			
Contingency			
Project Total	\$25,000		
Total Appropriations/Expenditures	\$50,000	\$0.00	
Transfers to MTECC Operating Fund	\$0.00	\$0.00	
Budgeted Reserve	\$0.00	\$50,000	



**Metro Trans Engineering & Construction
Cooperative (MTECC)
Meeting Date: 09/14/2023**

4.

REQUESTED ACTION:

MOTION TO APPROVE: Legal services agreement with Weiss Serota.

WHAT THIS ACTION ACCOMPLISHES:

This continues Weiss Serota as legal counsel for MTECC with an updated agreement.

SUMMARY EXPLANATION/BACKGROUND:

Weiss Serota is currently serving as legal counsel for MTECC and has been since MTECC began in 2022.

The updated legal services agreement breaks the services up into general administrative and project specific services. The major tasks for the general administrative include:

Administrative Legal Services

- 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.

These services are being provided for a monthly fixed fee of \$4,000 to total \$48,000 per year. This amount is within the annual budget allocation for legal services for administrative activities.

Project Specific Legal Services

In addition, legal services will be available for project specific activities including, but not limited to the below based on hourly rates.

- 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.

MTECC STAFF RECOMMENDATION(S):

No recommendation as MTECC legal services report to the Board.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Lowell Clary at (850) 212-7772 or lowell.clary@claryconsulting.com

Attachments

Weiss Serota Retainer



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.

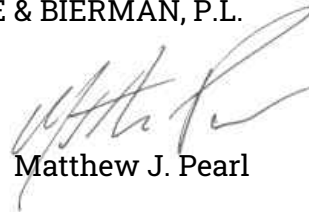
8. **Commencement of Representation.** Upon the Board's approval, we will serve in the capacity as Legal Counsel for MTECC in accordance with the terms of this engagement letter.

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.



Discussion Items 1.

Metro Trans Engineering & Construction Cooperative (MTECC)

Meeting Date: 09/14/2023

REQUESTED ACTION:

Executive Director's Report

SUMMARY EXPLANATION/BACKGROUND:

ADDITIONAL INFORMATION/PREPARER:

Attachments

Executive Director's Report- July

Executive Director's Report- August



MTECC Executive Director Activities

July 2023

Board Activities:

- Prepared and finalized materials for the July MTECC Board meeting
- Attended and presented materials at the July MTECC Board meeting on July 13, 2023

Administrative Activities:

- MTECC Staff Meetings – routine MTECC staff meetings are held virtually to schedule and follow up on key MTECC activities.
- Finance and Accounting Services:
 - Partnered with Broward MPO on the evaluation of proposals for contracted finance and accounting services.
 - Partnered with Broward MPO on the selection of the contracted finance and accounting services.
 - Prepared draft scope of services for a work order to provide basic finance and accounting services for MTECC under the MPO contracted finance and accounting services.
- Program Management Services:
 - Discussed draft scope of services for the general PMC services with WSP Program Manager
- Design Engineering Services (DES) Library:
 - Partnered with the MTECC procurement team to finalize the five DES firm contracts including the fee packages.

Project Activities (official request for MTECC services):

- Deerfield Beach – FDOT LAP Project 445529-1
 - Meeting with Deerfield Beach Team and MTECC Team on July 14, 2023, to discuss roles and responsibilities among the City and MTECC on the project. Agreed on basic roles and responsibilities.
 - Partnered with PMC to finalize draft design project scope of services and sent to City for review and approval.
 - Developed tentative schedule of key activities.

MTECC Board Members

Commissioner**Andrea McGee**

Pompano Beach, FL

Commissioner**Caryl S. Shuham**

Hollywood, FL

Councilmember**Tim Fadgen**

Plantation, FL

General Counsel

Matthew J. Pearl

Interim Executive Director

Lowell Clary



Page 2 of 3

- Hallandale Beach – FDOT LAP Project 445527-1
 - Developed tentative schedule of key activities.
 - Began review of draft design project scope of services
 - Scheduled meeting of Hallandale Beach and MTECC for August 2, 2023.
- MTECC Roles and Responsibilities
 - Developed draft summary of MTECC roles and responsibilities for review internal and then to share with FDOT District 4 on the procurement and project implementation/management for the two ongoing LAP projects.

Future Project Activities:

- **FDOT FY 24-25 LAP Projects** – FDOT requested that MTECC participate in early pre-kickoff meetings with the municipalities that have FDOT LAP projects in FY 24-25 (starts July 1, 2024). Participated in the following pre-kickoff meetings in July:
 - 445534-1/City of Hollywood Pre Kickoff Meeting – During the meeting the City of Hollywood team indicated as a member of MTECC the City intends to request MTECC support on the project design phase.
 - 445535-1/City of Miramar Pre Kickoff Meeting – During the meeting the City of Miramar indicated they would deliver the project design phase through the City as the City is LAP certified and has active LAP projects.
 - 448287-1/Town of Pembroke Park Pre Kickoff Meeting – During the meeting the Town of Pembroke Park was unsure of delivering the project design phase themselves or using MTECC services. Followed up with the City to offer to meet with the Town team to provide an overview of MTECC if desired.
 - 445532-1/City of Weston Pre Kickoff Meeting – During the meeting the City of Weston expressed interest in the DES Library, but were unsure of using MTECC services. Followed up with the City to offer to meet with the City team to provide an overview of MTECC if desired.
 -

MTECC Board Members

Commissioner
Andrea McGee
Pompano Beach, FL

Commissioner
Caryl S. Shuham
Hollywood, FL

Councilmember
Tim Fadgen
Plantation, FL

General Counsel
Matthew J. Pearl

Interim Executive Director
Lowell Clary



Page 3 of 3

- 445531-1/City of Coral Springs Pre Kickoff Meeting – During the meeting the City of Coral Springs was unsure about using MTECC services. Followed up with the City to offer to meet with the City team to provide an overview of MTECC if desired.
- 449690-1/City of Pembroke Pines Pre Kickoff Meeting – The City of Pembroke Pines indicated that as a member of MTECC the City plans to request MTECC support in delivering the project design phase.
- MPO HUB Projects
 - Meeting with City of Fort Lauderdale to discuss planned HUB project. City expressed desire to join MTECC and have MTECC deliver the HUB project. Provided the City with a “new member” package of the Interlocal Agency Agreement and related materials. The MPO has an active project to provide a concept scope for the HUB project that should be complete in late Spring 2024.
 - Internal discussion with MPO staff on a possible HUB project in the City of Pembroke Pines. This will be further discussed with the City of Pembroke Pines in a meeting schedule for August.
- MPO HUD Grant
 - The MPO is finalizing a HUD grant for improvements in the City of Coconut Creek. The City of Coconut Creek expressed a desired to join MTECC and have MTECC deliver the HUD project. Provided the City with a “new member” package that has been expanded to include an MTECC Fact Sheet.

LAP Process – MTECC staff have been in ongoing discussions with FDOT District 4 staff to finalize the roles and responsibilities of the LAP process. Two in-depth meetings are scheduled for August 8 and 10, 2023.

MTECC Board Members

Commissioner
Andrea McGee
 Pompano Beach, FL

Commissioner
Caryl S. Shuham
 Hollywood, FL

Councilmember
Tim Fadgen
 Plantation, FL

General Counsel
 Matthew J. Pearl

Interim Executive Director
 Lowell Clary



MTECC Executive Director Activities

August 2023

Board Activities:

- No Board meeting.

Administrative Activities:

- MTECC Staff Meetings – routine MTECC staff meetings are held virtually to schedule and follow up on key MTECC activities.
- Information Technology – discussions during August to prepare for MTECC information technology needs.
- MTECC Overview – provided an overview presentation to the Broward MPO TAC and CAC on August 23, 2023.
- Finance and Accounting Services:
 - Partnered with staff of Broward MPO to finalize the scope of services for finance and accounting services for MTECC under the MPO contracted finance and accounting services.
 - Meeting with Finance and Accounting team to discuss next steps and follow up.
 - Discussion with accounting system (SAGE) recommended by the contracted Finance and Accounting team to find the best solution that fits within the MTECC available resources.
- Program Management Services:
 - Negotiated with WSP on the scope of services for the general services work order. Removed scope items more focused direct on projects.
 - Reviewed revised scope.
 - Working with Contracting Officer to finalize work order.
 - Requested that WSP develop a preliminary scope of services for Deerfield Beach Project 445529-1 design phase and Hallandale Beach Project 445527-1 design phase for up to \$25,000 each.
- Design Engineering Services (DES) Library:
 - Contracts finalized for all five DES firms.

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Project Activities (official request for MTECC services):

- Deerfield Beach – FDOT LAP Project 445529-1
 - City signed off on draft design project scope of services and sent to FDOT for review and approval.
 - Submitted the draft design project scope of services to the five DES firms for preview prior to the official mini-procurement.
- Hallandale Beach – FDOT LAP Project 445527-1
 - Meeting of MTECC team and Hallandale Beach team on August 2, 2023, to discuss roles and responsibilities, schedule and overall process.
 - In partnership with the PMC submitted the draft design project scope of services and sent to the City for review and approval.
 - City signed off on the draft design project scope of services and sent to FDOT for review and approval.
 - Submitted the draft design project scope of services to the five DES firms for preview prior to the official mini-procurement.
- MTECC Roles and Responsibilities
 - Refined draft summary of MTECC roles and responsibilities for review internal after a detailed discussion with FDOT District 4 on the procurement and project implementation/management for the two ongoing LAP projects.
 - Two meetings with FDOT District 4 LAP Team to review the procurement process (August 8, 2023) and the overall LAP roles and responsibilities among the FDOT, member cities, and MTECC (August 10, 2023).

Future Project Activities:

- **FDOT FY 24-25 LAP Projects** – kickoff meetings with the municipalities that have FDOT LAP projects in FY 24-25 (starts July 1, 2024). Participated in the following kickoff meetings in August:
 - 445534-1/City of Hollywood Kickoff Meeting – participated in a meeting with the City of Hollywood to discuss MTECC and roles and responsibilities on August 2, 2023. participated in the official FDOT kickoff meeting for the project with FDOT, Hollywood and MTECC on August 14, 2023.

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- 449690-1/City of Pembroke Pines Meeting – The City of Pembroke Pines indicated that as a member of MTECC the City plans to request MTECC support in delivering the project design phase. Held a meeting with Pembroke Pines on August 9, 2023, to discuss the LAP project, roles and responsibilities and next steps.
- 448287-1/Town of Pembroke Park – Followed up with the City to offer to meet with the Town team to provide an overview of MTECC if desired.
- 445532-1/City of Weston – Followed up with the City to offer to meet to provide an overview of MTECC if desired.
- 445531-1/City of Coral Springs – Followed up with the City to offer to meet to provide an overview of MTECC if desired.
- MPO HUB Projects
 - Fort Lauderdale. City expressed desire to join MTECC and have MTECC deliver the HUB project. Interacted with the City team on the Interlocal Agency Agreement and related materials. Workshop to present on MTECC September 19, 2023.
 - Pembroke Pines – Discussed the HUB project in the City of Pembroke Pines at meeting on August 9, 2023. Follow up meeting among Broward MPO, MTECC and Pembroke Pines to be scheduled.
- MPO HUD Grant
 - Attended the City Commission meeting for the City of Coconut Creek on August 24, 2023. The Commission approved joining MTECC. The City is excited about the HUD grant for improvements in the City of Coconut Creek. A follow up meeting is scheduled to discuss MTECC, roles and responsibilities at the request of the City on September 13, 2023.

LAP Process – Continue to refine the process in ongoing discussions with FDOT District 4 for roles and responsibilities of the LAP process. Two in-depth meetings held August 8 and 10, 2023.

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