



## **AGENDA**

Metropolitan Transportation Engineering  
& Construction Cooperative (MTECC)  
Thursday, July 11, 2024, 9:00 a.m.  
**100 West Cypress Creek Road,  
6th Floor, Suite 650  
Fort Lauderdale, FL 33309-2181**

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### **REGULAR ITEMS**

**(All Items Open for Public Comment)**

1. Call to Order
2. Approval of Minutes
2. Approval of Minutes
3. Approval of Agenda

### **ACTION ITEMS**

1. MOTION TO APPROVE: Approval of the Amended MTECC Operating Fund Budget and Capital Project Fund for fiscal year 2023-24.
2. MOTION TO APPROVE: Tri-Party Agreement between Broward MPO, City of Coconut Creek and MTECC for delivery of Project B-23-CP-FL-0383 - COCONUT CREEK HUD PROJECT - LIGHTING ON LYONS ROAD. This project was a Federal appropriation specific for this project and the grant has been awarded to the Broward MPO through the Federal Department of Housing and Urban Development (HUD) in the amount of \$3,510,000 Federal grant and \$35,000 City funds in a Tri-Party Agreement between the Broward MPO, City of Coconut Creek and MTECC. The Broward MPO will receive \$390,000 of the total Federal grant of \$3,900,000 (resulting in \$3,510,000 for the Tri-Party Agreement amount) for administration of the HUD grant as the grantee.

### **DISCUSSION ITEMS**

1. MTECC Project Status Update
2. Executive Director's Reports
3. PMC Report

4. General Counsel's Report
5. Budget to Actual Report
6. Board Comments

**NEXT MEETING: TBD**

**\*MOTION TO ADJOURN**

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\* 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](mailto: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: 07/11/2024**

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**2.**

**SUMMARY:**

Approval of Minutes

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**Attachments**

Minutes June 6th, 2024

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**DRAFT**  
**MEETING MINUTES**  
**BROWARD METROPOLITAN PLANNING ORGANIZATION**  
**METRO TRANSPORTATION ENGINEERING AND**  
**CONSTRUCTION COOPERATIVE (MTECC)**  
**100 WEST CYPRESS CREEK ROAD**  
**6<sup>TH</sup> FLOOR, SUITE 650**  
**FORT LAUDERDALE, FLORIDA 33309-2181**  
**THURSDAY, JUNE 6, 2024, 9:00 A.M.**

**Members**

Chair Andrea McGee, Vice Mayor of Pompano Beach  
Vice Chair Caryl Shuham, Commissioner of Hollywood  
Tim Fadgen, Councilmember of Plantation

**Staff / Also Present**

Lowell Clary, MTECC Executive Director  
Matthew Pearl, MTECC General Counsel  
Christopher Bross, MTECC Contracting Officer  
Christine Fanchi, MTECC Program Management Consultant  
Julia Ronquillo, MTECC Administrative Support  
Jessica Rubio, Florida Department of Transportation  
Sabrina Aubery, Florida Department of Transportation  
Victoria Peters, Florida Department of Transportation  
William Cross, Broward MPO Deputy Executive Director of Planning and Programming  
Andrew Riddle, Broward MPO  
Paula Prusinski, Broward MPO

**REGULAR ITEMS**

**1. Call to Order**

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

**2. Approval of Minutes**

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

**3. Approval of Agenda**

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

## ACTION ITEMS

### **1. MTECC Project Status Update**

MTECC Executive Director Lowell Clary reported that two cities, Deerfield Beach and Hallandale Beach, will work directly with the Florida Department of Transportation (FDOT) to close out technical support for their projects. Two other cities, Coconut Creek and Pembroke Pines, are anticipating bringing tri-party agreements to MTECC in July 2024. Fort Lauderdale has requested support via Resolution, and MTECC expects to take a tri-party agreement to that city once a scope of work has been finalized.

Mr. Clary continued that the tri-party agreement has a base scope for its project with Coconut Creek. MTECC has also developed a bid option scope. The scope will be refined during the design phase and ensures that if prices come in lower than expected, additional light poles can be installed. The design phase will include a detailed lighting study.

In the case of Pembroke Pines, the MPO has completed a concept scope, which was presented to the city in May 2024. Once the scope has been approved at the city level, the tri-party agreement will be developed. MTECC has again prepared a base scope and bid option scope, as the project in question has a tight budget.

Chair McGee asked if MTECC should include language in its contracts which would allow some costs to be “under the contract” but also paid for exclusively by the municipality. Mr. Clary confirmed that the MTECC’s current contracts have this capability built in, particularly in the case of equipment items. Funding would have to be amended into the agreement because MTECC is delivering the project.

The Fort Lauderdale project is larger than the Coconut Creek or Pembroke Pines projects. It is located on 17<sup>th</sup> Street and will receive funding from a Federal Transit Administration (FTA) grant. The MPO prepared a conceptual scope with assistance from the City, and Fort Lauderdale adopted that scope by Resolution.

Mr. Clary continued that MTECC received a letter from FDOT on two Local Agency Program (LAP) projects FDOT plans to deliver in fiscal years (FY) 2023-2024 and 2024-2025 for Deerfield Beach and Hallandale Beach. It was clarified that FDOT has provided the cities with access to their library of consultants. This is the extent of FDOT’s support of those projects.

A question was asked regarding the potential risk of having two separate procurement strategies. Mr. Clary replied that the only risk is greater administrative effort to manage additional contracts. There will continue to be individual Task Orders. He added that having two procurement systems is not uncommon, pointing out that a city undertaking a project on its own would have to have separate procurement processes for federal and non-federal grants.

A question was also asked regarding feedback from Deerfield Beach and Hallandale Beach, both of which contributed to MTECC shortly after its creation. Mr. Clary replied that these municipalities were agreeable to the process and have indicated they would like to work with MTECC in the future. He noted that Pembroke Pines has proposed a LAP project in FY 2024-2025 on which MTECC will work closely with both FDOT and the City in order to continue to build its processes.

## **2. Proposed Fiscal Year 24-25 Budget**

Mr. Clary advised that while MTECC's proposed FY 2024-2025 budget appears to be tight, they have advanced \$25,000 per project from the General Fund to the Capital Projects Fund per task order. As more projects come on board, these funds will be reimbursed. The funds cannot be counted until their projects are amended into the budget upon adoption of agreement, at which time the advances will be moved back into the General Fund. The budget will not be adopted until September 2024, and will look very different at that time due to the inclusion of projects.

## **3. Executive Director's Report**

Mr. Clary noted that the Executive Director's Report is included in the members' backup materials.

## **4. PMC Report**

It was explained that agreements with Pembroke Pines and other municipalities have been refined in recent months, and meetings have been held with Oakland Park, which will admit some LAP projects in the future. MTECC will need to work with FDOT to determine if they can offer assistance. He felt PMC could be helpful to that city, as they may be experiencing difficulties at staff level.

Mr. Clary noted that the tri-party agreement is a collaborative process. The goal at this stage is to keep these agreements flexible, as they are at the beginning of a project rather than at a construction agreement stage. As this process moves forward, more details will be added to the agreements. He added that Christine Fanchi of MTECC has done an excellent job working with the cities and FDOT to ensure all elements work together, as well as the projects' budgets.

## **5. General Counsel's Report**

None.

## **6. Budget to Actual Report**

Mr. Clary commented that this report is trending well.

## **7. Board Comments**

A question was asked regarding MTECC's structure, including whether Broward County can become a member. Mr. Clary advised that that this would not be a recommendation in the short term, as the County has its own procurement process and requirements, and there may be conflicts between their process and local participation. It would bring an additional layer of complexity to the organization.

It was explained that this question arose because there may be situations in which projects have components, such as road striping, which would occur on the County side, and coordination of the project as a whole could be helpful. Mr. Clary stated that he did not disagree with this type of coordination, and recalled that there had been discussion of having a member of Broward County Staff participate in the selection of a design team.

There was brief discussion of the possibility of a change in meeting dates in the new fiscal year.

There being no further business at this time, the meeting was adjourned at 9:30 a.m.

**NEXT MEETING: July 11, 2024**



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

1.

**Meeting Date:** 07/11/2024

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**REQUESTED ACTION:**

MOTION TO APPROVE: Approval of the Amended 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 Capital Project Fund for the Project B-23-CP-FL-0383 - COCONUT CREEK HUD PROJECT - LIGHTING ON LYONS ROAD, repaying advances from the Operating Fund to the Capital Projects Fund of \$25,000 and adds the entire project budget to the Capital Projects Fund for the project to support implementing the Tri-Party Agreement between Broward MPO, City of Coconut Creek and MTECC (Note this action is pending final action on the Tri-Party Agreement on July 11, 2024.)

**SUMMARY EXPLANATION/BACKGROUND:**

The Annual Budget provides the authority for MTECC's activities in delivering projects on behalf of MTECC members. The amended budget makes the following adjustments: · Project activities supported by \$3,510,000 Federal grant and \$35,000 City funds in a Tri-Party Agreement between the Broward MPO, City of Coconut Creek and MTECC. · Repays the prior advance from the MTECC Operating Fund of \$25,000.00 for the project. The key amended line items are highlighted in yellow highlights in the attached Exhibit A on pages 5, 7 and 8.

**MTECC STAFF RECOMMENDATION(S):**

Recommend approval of the amended 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) 212-7771 and [claryl@mteccfl.org](mailto:claryl@mteccfl.org).

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**Attachments**

Amended Budget FY 23-24

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# **Metro Transportation Engineering & Construction Cooperative Amended 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**

### **Adopted 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 17, 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**

The Adopted Budget included an advance from the Operating Budget to the Capital Projects Fund in fiscal year 2023-24. These funds are held in reserve in the Capital Projects Fund and were allocated for Project 445529-1 – Deerfield Beach and Project 445527-1 – Hallandale Beach. Amendment 1 allocated \$50,000 from the General Fund (Operating Budget) to the Capital Projects Fund for specific projects for the Pembroke Pines HUB and \$25,000 for the Pembroke Pines LAP (FY 24-25) to support MTECC assistance. Amendment 2 will advance \$25,000.00 from the General Fund to the Capital Projects Funds for Project B-23-CP-FL-0383 – Coconut Creek.

These advances will be reimbursed from the Capital Projects Fund to the Operating fund when the Project Agreement is executed with the grantor/cities.

Amendment 3 adds the City of Coconut Creek for Project B-23-CP-FL-0383 in the amounts of \$3,510,000 HUD Funds and \$35,000 City funds. This will also include a reimbursement of the General Fund of the prior advances (\$25,000) to the Capital Project Funds in Amendment 2 above. This includes a one time transfer of the \$35,000 from the Capital Projects Fund to the General Fund for administrative support for delivery of the Project. \$13,000 of these costs are anticipated to be incurred in fiscal year 2023-24 with the remainder as the project is delivered.

Amendment 3 also reflects the anticipated repayment of funds from Deerfield Beach and Hallandale Beach from prior advances (\$25,000 each project.) Note that the Deerfield Beach and Hallandale Beach LAP projects for FY 23-24 are taking a different approach for the design stage under direction of FDOT and the funds advanced will be reimbursed to the MTECC Operating Fund once payments are received on the funds advanced for the project activities.

<b>General Fund Budget Item</b>	<b>Adopted Fiscal Year 2023-24</b>	<b>Amendment 3</b>	<b>Amended Fiscal Year 2023-24</b>
<b>Revenues</b>			
<b>Founding Member Contributions</b>			
City of Hollywood	\$25,000		\$25,000
City of Plantation	\$25,000		\$25,000
City of Pompano Beach	\$25,000		\$25,000
<b>Non-Founding Member Contributions</b>			
City of Deerfield Beach	\$25,000		\$25,000
City of Hallandale Beach	\$25,000		\$25,000
City of Pembroke Pines	\$25,000		\$25,000
City of Fort Lauderdale	\$50,000		\$50,000
City of Coconut Creek	\$25,000		\$25,000
<b>Total Member Contributions</b>	<b>\$225,000</b>		<b>\$225,000</b>
Interest Earnings	<b>\$3,000</b>		<b>\$3,000</b>
<b>Total Revenues</b>	<b>\$228,000</b>		<b>\$228,000</b>
<b>Carry Over Prior Year</b>	<b>\$270,310</b>		<b>\$270,310</b>
<b>Total Available</b>	<b>\$498,310</b>		<b>\$498,310</b>
<b>Appropriations/Expenditures</b>			
Board Expenses	\$10,000		\$10,000
Board Attorney	\$48,000	\$4,000	\$52,000
Executive Director	\$60,000	\$5,000	\$65,000
Program Management Consultant	\$60,000		\$60,000
Finance/Accounting	\$65,000		\$65,000
Insurance	\$10,000		\$10,000
Annual Audit	\$12,000		\$12,000
Procurement	\$10,000	\$4,000	\$14,000
Public Relations/Involvement	\$5,000		\$5,000
Technology	\$10,000		\$10,000
Other Administrative Expenses	\$20,000		\$20,000
<b>Total Appropriations</b>	<b>\$310,000</b>	<b>\$13,000</b>	<b>\$323,000</b>
<b>Advance to Capital Projects Fund</b>	<b>\$75,000</b>		<b>\$75,000</b>
<b>Repayment of Advances</b>		<b>\$75,000</b>	<b>\$75,000</b>
<b>Transfers to General Fund</b>		<b>\$35,000</b>	<b>\$35,000</b>
<b>Budgeted Reserve</b>	<b>\$113,310</b>	<b>\$75,000</b>	<b>\$210,310</b>

<b>Capital Projects Fund Budget Item</b>	<b>Adopted Fiscal Year 2023-24</b>	<b>Amendment 3</b>	<b>Amended Fiscal Year 2023-24</b>
<b>Revenues</b>			
<b>Project Grants</b>			
HUD Grant		\$3,510,000	\$3,510,000
City Grants		\$35,000	\$35,000
City Reimbursements		\$50,000	\$50,000
<b>Total Grants</b>	\$0.00	\$3,595,000	\$3,595,000
<b>Advances from MTECC Operating Fund</b>	\$125,000		\$125,000
<b>Total Revenues</b>	\$125,000	\$3,545,000	\$3,720,000
<b>Carry Over Prior Year</b>	\$0.00		
<b>Total Available</b>	\$125,000	\$3,545,000	\$3,720,000
<b>Appropriations/Expenditures</b>			
<b>Project 445529-1 – Deerfield Beach</b>			
Program Management Consultant	\$25,000		\$25,000
<b>Project Total</b>	\$25,000		\$25,000
<b>Project 445527-1 – Hallandale Beach</b>			
Program Management Consultant	\$25,000		\$25,000
<b>Project Total</b>	\$25,000		\$25,000
<b>Project 449690-1 – Pembroke Pines</b>			
Program Management Consultant	\$25,000		\$25,000
Design Consultant			
Contingency			
<b>Project Total</b>	\$25,000		\$25,000
<b>Project 4334292 – Pembroke Pines</b>			
Program Management Consultant	\$25,000		\$25,000

Design Consultant			
Contingency			
<b>Project Total</b>	<b>\$25,000</b>		<b>\$25,000</b>
<b>Project B-23-CP-FL-0383 – Coconut Creek</b>			
Program Management Consultant	<b>\$25,000</b>	<b>\$250,470</b>	<b>\$275,470</b>
Design Consultant		<b>\$330,564</b>	<b>\$330,564</b>
Contingency		<b>\$228,776</b>	<b>\$228,776</b>
CEI		<b>\$275,470</b>	<b>\$275,470</b>
Construction		<b>\$2,399,720</b>	<b>\$2,399,720</b>
<b>Project Total</b>	<b>\$25,000</b>	<b>\$3,485,000</b>	<b>\$3,510,000</b>
<b>Total Appropriations/Expenditures</b>	<b>\$125,000</b>	<b>\$3,485,000</b>	<b>\$3,610,000</b>
<b>Transfers to General Fund</b>	<b>\$0.00</b>	<b>\$110,000</b>	<b>\$110,000</b>
<b>Budgeted Reserve</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>



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

**2.**

**Meeting Date:** 07/11/2024

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**REQUESTED ACTION:**

MOTION TO APPROVE: Tri-Party Agreement between Broward MPO, City of Coconut Creek and MTECC for delivery of Project B-23-CP-FL-0383 - COCONUT CREEK HUD PROJECT - LIGHTING ON LYONS ROAD. This project was a Federal appropriation specific for this project and the grant has been awarded to the Broward MPO through the Federal Department of Housing and Urban Development (HUD) in the amount of \$3,510,000 Federal grant and \$35,000 City funds in a Tri-Party Agreement between the Broward MPO, City of Coconut Creek and MTECC. The Broward MPO will receive \$390,000 of the total Federal grant of \$3,900,000 (resulting in \$3,510,000 for the Tri-Party Agreement amount) for administration of the HUD grant as the grantee.

**WHAT THIS ACTION ACCOMPLISHES:**

Approval of the Tri-Party Agreement for MTECC services to undertake the implementation of the project for design and construction of the Project.

**SUMMARY EXPLANATION/BACKGROUND:**

The Tri-Party Agreement is the final action for the delivery of the Project. The next steps will include: · Amend the MTECC Budget to add the Project · Amend the PMC Project Oversight Task Order to support Project Management of the design consultant, Design Reviews, Support Bid Package Preparation, Project Management of CEI services and overall technical oversight of the Project on behalf of MTECC. · DES mini-procurement and Project Work Order (selected through competitive process from the DES pool) · Project Summary Plan, Schedule and Budget · Start design services by early Fall 2024. · Routine updates on the project status to all parties of the Tri-Party Agreement.

**MTECC STAFF RECOMMENDATION(S):**

MTECC staff recommends approval of the Tri-Party Agreement between the Broward MPO, City of Coconut Creek, and MTECC to implement Project B-23-CP-FL-0383.

**ADDITIONAL INFORMATION/PREPARER:**

If you have any questions about this item, please contact Lowell Clary at (850) 212-7771 and [claryl@mteccfl.org](mailto:claryl@mteccfl.org).

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**Attachments**

Triparty Agreement  
City of Coconut Creek Resolution



TRIPARTY AGREEMENT

AMONG

BROWARD METROPOLITAN PLANNING ORGANIZATION

And

CITY OF COCONUT CREEK

And

METROPOLITAN TRANSPORTATION ENGINEERING & CONSTRUCTION  
COOPERATIVE

For

LYONS ROAD MOBILITY SAFETY PROJECT

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

AND

**CITY OF COCONUT CREEK**, a Florida municipal corporation hereinafter referred to as “CITY”,

AND

**METROPOLITAN TRANSPORTATION ENGINEERING & CONSTRUCTION COOPERATIVE**, created pursuant to Section 163.01, F.S. hereinafter referred to as “MTECC”

WHEREAS, the BMPO, CITY, and MTECC hereinafter collectively referred to as the “Parties”.

WHEREAS, the BMPO is the Grantee of the Community Project Funding (hereinafter referred to as the “Grant”) from the U.S. Department of Housing and Urban Development (“HUD” or “Grantor”) for the Lyons Road Pedestrian Mobility Safety Project (the “Project”) identified as BMPO project number B-23-CP-FL-0383; and

WHEREAS, the Parties to this Agreement desire to participate cooperatively to utilize the Grant and local funds to implement the Project; and

WHEREAS, the BMPO has set aside \$3,510,000 (“Grant Funds”) to reimburse MTECC’s design and construction of the Project improvements shown in Exhibit “A”, which is located in the City of Coconut Creek; and

WHEREAS, the CITY has agreed to fund \$35,000 of local funds plus costs of CITY requested betterments, and cost overruns with amounts determined by a project related certified cost estimate; and

WHEREAS, this Agreement is intended to define those roles and responsibilities of the Parties with respect to the development, engineering, construction, and maintenance of the Project including, but not limited to, procurement activities, invoicing, review and approval of eligible costs, compliance with grant provisions including conformance with scope, schedule, and budget and related timely reporting, as well as all HUD requirements and related reporting that were not enumerated in this Agreement; and

WHEREAS, BMPO will use the Grant as the mechanism to reimburse MTECC, as MTECC completes specified work documented in progress reports submitted with invoices for this Project; and

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

WHEREAS, the BMPO is responsible for ensuring that the Grant Funds are properly utilized to implement the Project and that Parties comply with Grant requirements; and

WHEREAS, the Parties desire to enter into an Agreement whereby the duties and obligations of each party to the others are set forth therein;

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

ARTICLE 1  
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - Means this document, Articles 1 through 12, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **BMPO Board** – The Broward Metropolitan Planning Organization Board.
- 1.3 **BMPO Contract Administrator** - The BMPO Executive Director, or his/her designee. The primary responsibilities of the BMPO Contract Administrator are to coordinate and communicate with CITY, MTECC, and HUD.
- 1.4 **Grant Agreement** –The Grant Agreement (#B-23-CP-FL-0383) outlines the scope, requirements and funding for the project. The scope may be changed by the CITY upon advanced approval of all parties in writing, The grantor is HUD and grantee is BMPO. Condition to and subject to successful grant obligation by HUD.
- 1.5 **MTECC Contract Officer** - The Executive Director of MTECC, or his/her designee. The primary responsibilities of the MTECC Contract Officer are to coordinate and communicate with the CITY and BMPO and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, the Parties may rely on the instructions or determinations made by the MTECC Contract

Administrator; provided, however, that such instructions and determinations do not change the Project.

- 1.6 **Local Funds** – Refers to the “non-federal” CITY contribution of \$35,000, not funded by HUD under this Agreement.
- 1.7 **Obligation (Grant)** – Refers to the federal government’s legal commitment pursuant to the Grant to pay the federal share of the Project’s cost.
- 1.8 **Project** – The Project consists of the services described in Article 2 hereof.

ARTICLE 2  
PURPOSE AND SCOPE

- 2.1 The purpose of this Agreement is to set out the terms and conditions for MTECC to provide for the design and construction of the Project. The Project’s improvements are shown in Exhibit “A” attached hereto incorporated by reference.
- 2.2 In Fiscal Year 20\_\_, the BMPO will make available \$3,510,000 of funds from the Grant for the implementation of the Project. The Project is for the benefit of the CITY that agrees upon inspection and acceptance by CITY staff of the completed Project, to operate and maintain for the useful life, all Project elements as a condition of the funding. Through this Agreement, the BMPO will utilize the Grant Funds and Local Funds, subject to HUD’s Obligation, to reimburse MTECC to complete the design and construction of the agreed Project improvements.

ARTICLE 3  
BMPO AND CITY REQUIREMENTS

- 3.1 BMPO Requirements – The BMPO will have the following overall requirements for the Project after the obligation of the Federal Grant funds:
  - 3.1.1 Grant Oversight – BMPO shall have the overall responsibility for oversight and administration of the Grant to ensure MTECC implements the Project in accordance with the Grant requirements. This will include, but not limited to, review and approval of procurement documents, progress reports provided by MTECC and follow up on any required issues. BMPO will participate in periodic meetings with the Parties to review the status of Project implementation, activities, and utilization of Grant and Local Funds.
  - 3.1.2 Invoice Review and Approval, Grant Reimbursements and Audits– BMPO shall review the invoices submitted by MTECC for the reimbursement of eligible Grant Agreement expenses in accordance with Section 6. BMPO will make payment to MTECC, in accordance with the BMPO prompt payment policies. BMPO will

submit eligible costs to the HUD for reimbursement. BMPO will conduct or cooperate in any audits of the Project as required by the Grantor or any federal or state agency.

3.1.3 Grant Close-Out – Pursuant to Grant requirements, BMPO shall provide for the overall Grant close out process in partnership with CITY.

3.1.4 Annual Monitoring – BMPO shall monitor the Project as required by the Grantor to ensure project elements are in place and maintained for the useful life of the Project. The CITY agrees to the continued operation of the Project for its originally intended purpose for a minimum of the useful life of the assets. The Grant requires the CITY to provide annual reports to the BMPO on the condition of the assets through the useful life of the Project and be responsible for repayment to HUD should the assets be taken out of service before the useful life is met. The Grant requires the CITY to be responsible for maintenance of the Project and related utilities, facilities, and equipment after completion of the work.

3.2 MTECC Requirements – MTECC shall be responsible for the design, construction, and construction engineering inspection (CEI) of the Project in compliance with all Grant requirements. MTECC will implement these elements within the Federal and grant requirements on behalf of the BMPO and CITY. These elements will include the following major components:

3.2.1 Project Management – MTECC shall provide a project manager to lead the design and construction of the Project including managing the design consultant and the Construction Engineering and Inspection (“CEI”) consultant. Key activities are shown below:

3.2.1.1 Project Lead – Provide overall direction on behalf of BMPO for the implementation of the Project. Responsible for the development of monthly progress and financial reports and invoices for submittal to the BMPO as required in Article 6. The financial reports and invoice format and content of monthly invoice to be approved by the BMPO. Reimbursements will occur on a monthly basis to MTECC.

3.2.1.2 Oversight of Design Consultant – Provide the oversight and management of the MTECC design consultant. Reviews and recommends approval of MTECC design consultant invoices prior to submittal to the BMPO. Manages the design review process. Ensures the designs are complete in accordance with the Project scope. Provides oversight of the development of the plans and specifications for the construction bid process.

3.2.1.3 Oversight of the Construction, and Construction Engineering and Inspection (CEI) Consultant - Provide oversight and management of the construction contract. Provide oversight and management of MTECC CEI consultant who will provide day to day oversight of

the construction contractor (“Contractor”). Reviews and recommends approval of construction contract and CEI consultant invoices prior to submittal to the BMPO. Ensures the CEI provides proper oversight of the construction activities in accordance with the Project plans and specifications. Provides oversight of the construction bid process and overall construction activities. Provides BMPO with documentation of CEI activities and findings in a monthly report signed by professional engineer.

- 3.2.1.4 Progress Reporting - Preparation of monthly progress reports for distribution to BMPO.
- 3.2.1.5 Project Close-Out and Transfer – Provides the direction and oversight of the Project close-out and partners with MTECC to participate in the close-out in accordance with Article 6. After approval of the completed Project, CITY will assume the Project improvements in their respective jurisdictions for operations and maintenance.
- 3.2.2 Procurement – MTECC shall procure the design, construction, and CEI consultants for the Project. MTECC shall ensure that the procurement follows all Federal and grant requirements and provide documentation to BMPO.
- 3.2.3 Project Design – MTECC shall ensure the design meets the scope, budget, and schedule set for the Project under Federal and Grant requirements. The BMPO and CITY may be part of routine project briefings and review of the design for meeting the Project goals. The design will include the development of a complete design in 30%, 60%, and 100% plans with design reviews at each stage. Once the design is complete MTECC and its design consultants will develop the plans, specifications, and preparation for all materials to bid the construction of the Project.
- 3.2.4 Project Construction – MTECC shall ensure the construction meets the scope, budget, and schedule set for the Project under the Federal and Grant requirements in accordance with the design plans and specifications. This will include:
  - 3.2.4.1 CEI – MTECC shall ensure the proper CEI for the overall construction of the Project. This will include oversight of the construction including required materials testing, monitoring of construction activities, and review and recommendations on contractor progress reports (invoices), and project close out.
  - 3.2.4.2 Construction – MTECC will ensure through a qualified contractor the construction of the Project.
  - 3.2.4.3 Project Close-Out and Acceptance – MTECC will provide, through the Project Manager and CEI, the proper oversight and close-out of the construction of the Project. MTECC will coordinate with the BMPO on the close-out and the BMPO will review the materials and when satisfied with the close-out accept the Project from MTECC.

- 3.2.5 Right of Way Certification – MTECC will take the lead in partnership with CITY to secure the certification/easements required to provide the required use of right of way for the Project.
- 3.3 CITY Requirements – The CITY are owners and operators of the Project and the key requirements include:
- 3.3.1 Local Funds– The CITY will pay local funds as defined above to MTECC within 30 days of the execution of this Agreement.
- 3.3.2 Environmental Clearance – The CITY will provide documentation of environmental clearances required for the Project to move forward to the design and construction stage of the Project.
- 3.3.3 Right of Way Certification – The CITY will secure the certification/easements required to provide the required use of right of way for the Project.
- 3.3.4 Responsibility for Project Expenses – The CITY shall be solely responsible for all costs related to the completion of the Project, inclusive of all hard costs, soft costs, administrative fees and related expenditures (“Project Expenses”). Project Expenses may include those expenses deemed reimbursable under the Grant Agreement (“Reimbursable Expenses”) as well as non-reimbursable expenses, which are comprised of any additional work, costs, fees, or expenses related to the Project beyond Reimbursable Expenses (“Non-Reimbursable Expenses”). CITY will not be responsible for any replacement costs associated with any material or equipment theft during construction. MTECC shall prepare requests for reimbursement on behalf of the CITY for submission to the BMPO in the form set forth in the Grant Agreement. Notwithstanding, the CITY shall be responsible for all Project Expenses that are not reimbursed by the BMPO under the Grant Agreement.
- 3.3.4.1 Project Account; Payment of Project Expenses. The CITY shall, prior to the award of a contract/task order to the Contractor for the design or construction of the Project, advance to MTECC an amount equal to 10 percent of the Project Budgeted Expenses included in Exhibit E (the “Operating Contribution”). The Operating Contribution shall be separate from, and above and beyond, the amount of local contribution and in the form of CITY funds. The Operating Contribution shall be held by MTECC in a designated Project Fund, which may be a Sub-fund of the overall MTECC Trust Fund to pay Project Expenses (the “Project Fund”).

- 3.3.4.2 Payment of Project Expenses. The Contractor and consultants shall submit invoices for work on the Project to MTECC. MTECC shall pay all Contractor and consultant invoices from the Project Fund. Concurrent with each Contractor and consultant payment, MTECC shall prepare a request for reimbursement on behalf of the CITY for submission to BMPO in the form set forth in the Grant Agreement. MTECC shall deposit all Reimbursement Payments into the Project Fund. If at any time during the Project, the balance of funds available in the Project Fund are insufficient to pay for Project invoices, MTECC shall notify the CITY and the CITY shall, within fourteen (14) days of receipt of such notice, increase the Operating Contribution in an amount necessary to timely pay such Project invoices.
- 3.3.4.3 Disbursement of Project Account Balance. Within thirty (30) days of the acceptance of the Project by the CITY and payment of all outstanding invoices, MTECC shall transfer any remaining balance of the CITY funded (excludes Grant) Project Fund to the CITY.
- 3.3.4.4 Project Delivery Fee. The CITY shall pay to MTECC, a fee in the amount of \$35,000 for direct Project support (the “Project Delivery Fee”). The Project Delivery Fee is not a budgeted Project Expense and will not be deposited into the Project Fund.
- 3.3.4.5 Betterments. The CITY may request during the design phase for certain additional improvements above and beyond the scope of the Grant. A request for Betterments must be made to MTECC, which has no obligation to accept the request, and all costs are borne by the CITY , which shall be advanced to MTECC at the time the betterment is approved by the CITY and MTECC.
- 3.3.4.6 Stockpile of Project Deliverables. The CITY may, in coordination with MTECC and the Project design, pay using the CITY’s tax-exempt status for select Project Deliverables while ensuring the Project Deliverables are eligible for grant funding to eliminate the payment of State of Florida sales tax on these Project Deliverables. MTECC will reimburse the CITY from eligible grant funds available to MTECC for stockpiled Project Deliverables purchased direct by the CITY that are grant eligible after the receipt of an acceptable invoice from the CITY.
- 3.3.5 Project Operations and Maintenance – The CITY will participate in the review of the Project close-out to ensure the Project elements are complete. The CITY will be responsible and provide for the operations and maintenance of the Project elements in accordance with the Grant requirements.

- 3.3.5.1 Access to Project Site. The CITY shall grant a right of way certification for the Project site, as necessary, permitting ingress and egress to MTECC and any and all Contractors and any other agent or representative of, or engaged by MTECC to facilitate the completion of the Project.
- 3.3.5.2 Ownership of Project Deliverables. The CITY shall, as the third-party beneficiary of the Project Delivery Agreement, be the beneficial owner of all Project deliverables provided by the Contractor, a description of which is attached hereto as Exhibit “C” (the “Project Deliverables”).
- 3.3.5.3 Enforcement of Warranties. The CITY shall be solely responsible for the enforcement of any and all warranties, as applicable, for labor and materials on the Project upon acceptance of the Project.
- 3.3.5.4 Claims for defects. The CITY shall be solely responsible for the prosecution of any and all claims for defects workmanship and/or design services upon acceptance of the Project.
- 3.3.5.5 Maintenance Agreements. The CITY shall be responsible for securing any required Maintenance Agreements where the CITY is responsible for maintenance for applicable elements of the Project Deliverables on right-of-way owned other governmental entities.
- 3.3.6 Permitting – The CITY agrees to review, pay, and expedite approval of all required permits for the improvements within their respective authority and jurisdiction.

#### ARTICLE 4 GRANT PASS THROUGH REQUIREMENTS

Grant Indemnity – CITY failure to reasonably perform its obligations related to the receipt of the Grant Funds shall constitute a material breach of this Agreement. The CITY, to the extent permitted by law, agrees to indemnify and hold the BMPO harmless from any liability, demand, claim, penalty or any other adverse action resulting from breach by CITY, MTECC or its contractor or subcontractor, its obligations related to the receipt of the Grant Funds, including, any demand for return of all or a portion of the Grant Funds (including interest and penalties).

#### ARTICLE 5 TERM

This Agreement shall be effective upon execution by all Parties and shall continue in full force and effect until each Party has performed all obligations and responsibilities under this Agreement,

with respect to the Grant Funds imposed on BMPO by HUD for receipt of federal funds under the Grant for the Project. Upon completion of the Grant, the BMPO will provide a closeout letter to all Parties.

ARTICLE 6  
CONSIDERATION AND PAYMENT

- 6.1 The BMPO shall have no obligation to independently fund the costs of the Project.
- 6.2 Reimbursement of BMPO and MTECC's expenses for the Project funded under the Grant shall be subject to the cost principles set forth in the OMB Final Rule (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230), as well as the applicable provisions of the Grant. The BMPO agrees to reimburse MTECC for its expenditures that are allowable under the Grant for the Project. The BMPO shall charge costs associated with the BMPO's oversight of the Project.
- 6.3 MTECC shall be reimbursed for the eligible costs on a monthly basis for progress on the Project. MTECC shall submit monthly invoices with proper backup documentation in a format provided by BMPO.

Upon receipt of a properly documented invoice, BMPO shall pay MTECC within 30 days utilizing the Grant and Local Match. The invoice shall include payroll records and invoices from MTECC's contractor(s) and proof of payment to contractor(s) to verify that MTECC has incurred the costs set out in its invoice. The BMPO reserves the right to require MTECC to submit additional reasonable documentation to verify that MTECC has incurred the costs set out in its invoice.

If BMPO disputes any items on an invoice for a reasonable cause, BMPO may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deductions shall be documented to MTECC and the Parties agree to timely meet to resolve any such disputes.

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

At the completion of the Project, MTECC shall provide verified actual costs satisfactorily demonstrated to have been expended by all contractors for completion of the Project. Upon satisfactory review and approval of all required documentation from MTECC, the BMPO shall pay the balance of the total contract amount after the costs previously invoiced and reimbursed.

- 6.5 The BMPO's obligation to provide reimbursement to MTECC shall be limited to the availability of grants funds to BMPO from HUD and Local Funds, which are specifically earmarked for the Project. In the event that Grantor shall deny any of BMPO's request for payments relating to the Project, or if Grantor shall request the return of any Grant Funds relating to the Project that have been previously paid, MTECC shall, within sixty (60) days of receiving notice from BMPO of Grantor's denial or request for return of Grant Funds already paid, return to BMPO the funds that Grantor has declined to reimburse or requested to be returned. CITY and MTECC requirement to return funds shall include the payment of any interest or penalties required by Grantor.

ARTICLE 7  
GOVERNMENTAL IMMUNITY AND LIABILITY

- 7.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Parties are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law.
- 7.2 The City and BMPO hereby release and hold harmless MTECC, and its officers and employees, from any liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of any MTECC, its officers contractors or sub-contractors and other persons employed or utilized by MTECC, MTECC's contractors or sub-contractors in the performance of the Project.
- 7.3 MTECC shall require that its contractors indemnify and hold harmless, the City and BMPO, and their officers, employees, and elected officials, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the contractors and other persons employed or utilized by the contractors in the performance of its contract with the MTECC.

ARTICLE 8  
INSURANCE

MTECC is an entity subject to Section 768.28, Florida Statutes, and MTECC shall furnish the BMPO with written verification of liability protection in accordance with state law prior to final execution of this Agreement. MTECC shall ensure that all consultants and contractors provide written verification of insurance to protect Parties as shown in Exhibit "D".

MTECC shall also ensure that all consultants and contractors shall endorse the CITY, BMPO and MTECC as Additional Insureds with a CG 2026 Additional Insured - Designated Person or

Organization endorsement, or its equivalent, to the Commercial General Liability. MTECC shall further ensure that all consultants and contractors shall add the CITY, BMPO and MTECC as additional named obligees to any performance bonds relating to the Project.

ARTICLE 9  
DISPUTE RESOLUTION / TERMINATION

- 9.1 Resolution of Disputes: If the Parties to this Agreement are unable to resolve any issue, under this Agreement, such dispute will be resolved in the following manner:
- (a) First, the disputing parties will meet together through the BMPO Executive Director, the respective CITY Manager or Administrator and the MTECC Contract Officer, or their respective designee;
  - (b) If the disputing parties are still unable to resolve the dispute, the disputing parties agree to further attempt to resolve the dispute in accordance with governmental conflict resolution procedures specified in Chapter 164 or 186, Florida Statutes or such other processes deemed mutually agreeable and appropriate by the parties involved.
- 9.2 This Agreement may not be terminated by the Parties until all requirements of the HUD Grant are met.
- 9.3 This CITY may assume the MTECC requirements in the Agreement, with BMPO concurrence, for reasons including, but not limited to, MTECC's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

ARTICLE 10  
MAINTENANCE OF RECORDS & AUDITS

- 10.1 The Parties shall maintain books, records, documents, and other evidence directly pertinent to work under this Agreement in accordance with generally accepted accounting principles and practices. The Parties shall also maintain for a period of three (3) years from the latter of the date of Grant close-out or expiration of this Agreement the financial information and data used by the Parties in the preparation or support of the proposed or actual costs submitted for reimbursement under this Agreement. Parties agree to permit the BMPO, HUD, the U.S. Department of Housing and Urban Development Secretary and the U.S. Comptroller General, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records and to conduct performance and/or financial audits of Parties' books, records and accounts pertaining to the Grant expenditures for this Project.

- 10.2 The Parties shall be responsible for meeting the audit requirements of the OMB Final Rule (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230), and any further revision or supplement thereto. The Parties agree that the audit will be conducted in accordance with U.S. Government Accountability Office (U.S. GAO) "Government Auditing Standards." Upon the BMPO's request, CITY and MTECC must submit a copy of its audit, completed in accordance with the above-described requirements, within 30 days after completion of the audit, but no later than one year after the end of the audit period.
- 10.3 MTECC and any of its contractors and subcontractors shall preserve and make available, at reasonable times for examination and audit by the BMPO, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by BMPO to be applicable to CITY and MTECC and any of its contractors' and subcontractors' records, MTECC and its contractors and subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by either Party or its subcontractors.

#### ARTICLE 11 NONDISCRIMINATION

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

ARTICLE 12  
MISCELLANEOUS

12.1 Third Party Obligations / Beneficiaries

12.1.1 MTECC shall be liable to third parties with whom it enters into contracts to effectuate the purposes of the grant for the Project. MTECC shall pay directly such parties for all amounts due under said contracts.

12.1.2 Neither CITY nor MTECC intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against any of them based upon this Agreement.

12.2 Notices: Whenever any party desires to give notice to another, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For CITY:

CITY MANAGER  
4800 West Copans Road  
Coconut Creek, FL 33063

With a copy to:

CITY ATTORNEY  
4800 West Copans Road  
Coconut Creek, FL 33063

For MTECC:

Executive Director  
MTECC  
100 West Cypress Creek Road, Suite 650  
Fort Lauderdale, Florida 33309

With a copy to:

Matthew Pearl, Esq  
MTECC General Counsel  
200 East Broward Blvd., Suite 1900  
Fort Lauderdale, Florida 33301

For BMPO:

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

With a copy to:

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

- 12.3 Assignment and Performance: Neither this Agreement nor any right or interest created herein shall be assigned, transferred, or encumbered without the prior written consent of the other party or parties. The references herein to HUD shall include any successor agency or department of the United States Government.
- 12.4 Compliance with Laws: Parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 12.5 Severance: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY, MTECC, or the BMPO elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 12.6 Joint Preparation: Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

- 12.7 Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 12 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 12 shall prevail and be given effect; provided, however, anything in this Agreement to contrary, the Grant and all HUD mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement.
- 12.8 Jurisdiction, Venue, Waiver of Jury Trial: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, BMPO, MTECC, AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS ANY PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**
- 12.9 Amendments: No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by CITY, MTECC, and the BMPO Board or others delegated authority to or otherwise authorized to execute same on their behalf.
- 12.10 Prior Agreements: This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.
- 12.11 Incorporation by Reference: The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. Exhibits referenced herein are incorporated into and made a part of this Agreement.
- 12.12 Representation of Authority: Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he/she is, on the date he/she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: **METROPOLITAN TRANSPORTATION ENGINEERING & CONSTRUCTION COOPERATIVE** through its [\_\_\_\_\_, \_\_\_\_\_], signing by and through its \_\_\_\_\_, authorized to execute same by action on the [\_\_\_\_\_] day of \_\_\_\_\_, 2024, and **CITY OF COCONUT CREEK, FLORIDA**, through its Mayor, signing by and through its City Manager and **BROWARD METROPOLITAN PLANNING ORGANIZATION**, signing by and through its Chair and Executive Director, duly authorized to execute same.

**“City of Coconut Creek”**

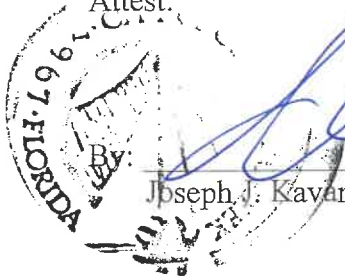
By: Sandra Welch

Sandra L. Welch, Mayor

This 13<sup>th</sup> day of June, 2024.

By: Sheila N. Rose  
Sheila N. Rose, City Manager

Attest:



Joseph J. Kavanagh  
Joseph J. Kavanagh, City Clerk (SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Terrill C. Pyburn  
Terrill C. Pyburn, City Attorney

“MTECC”

By: \_\_\_\_\_  
Andrea McGee, Chair  
\_\_\_\_\_.

By: \_\_\_\_\_  
Lowell R. Clary, Executive Director

This \_\_\_\_ day of \_\_\_\_\_, 2024.

This \_\_\_\_ day of \_\_\_\_\_, 2024

Attest:

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY FOR THE USE OF AND  
RELIANCE BY THE MTECC ONLY:

By: \_\_\_\_\_  
Matthew Pearl, MTECC General Counsel  
Weiss Serota Helfman Cole & Bierman PL

**“BMPO”**

BROWARD METROPOLITAN  
PLANNING ORGANIZATION

By: \_\_\_\_\_  
Gregory Stuart, Executive Director

By \_\_\_\_\_  
Yvette Colbourne, Chair

\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_ day of \_\_\_\_\_, 2024

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY FOR THE USE OF AND  
RELIANCE BY THE BMPO ONLY:

By: \_\_\_\_\_  
Alan L. Gabriel, BMPO General Counsel  
Weiss Serota Helfman Cole & Bierman PL

## **EXHIBITS**

**Exhibit "A" – Project Improvements (To be attached)**

**Exhibit "B" – Reserved**

**Exhibit "C" – Project Deliverables (To be attached)**

**Exhibit "D" – Verification of Insurance (To be attached)**

**Exhibit "E" – Project Budget (To be attached)**

Exhibit "A"

# **B-23-CP-FL-0383 City of Coconut Creek: Lyons Road Pedestrian Lighting Safety Project**

## **PURPOSE**

Request for qualified engineering firms with experience in the pedestrian scale lighting design. The purpose of the Lyons Road Pedestrian Lighting Safety Project (project) is to enhance safety and improve visibility for pedestrians to create a safer and more comfortable environment for bicyclists, pedestrians, and public transportation users. MTECC is requesting proposals on behalf of the City of Coconut Creek for the preparation of construction documents for pedestrian scale lighting along the west side sidewalk of Lyons Road from just north of Atlantic Boulevard to just south of the Sawgrass Expressway. In 2019, FDOT installed the underground lighting infrastructure including pull boxes and conduits to support this project. This project is federally funded through 2023 Community Project Funding provided by the Department of Housing and Urban Development (HUD). Broward Metropolitan Planning Organization (BMPO) is the steward of the Federal-aid funds and is responsible for oversight of federally funded projects on behalf of HUD.

## **SECTION I: SCOPE OF DESIGN SERVICES**

Consultant shall develop construction plans and specifications for new pedestrian scale lighting along the west sidewalk of Lyons Road from 1,200 feet south of NW 6<sup>th</sup> Manor to Winston Park Boulevard with the exception of 900-foot north of Sample Road to Cullum Road (private development) for a total project length of 3.66 miles. All survey, plans, and specifications documents shall be performed and prepared to meet FDOT's latest standards. Improvements will be within Broward County rights-of-way (Atlantic Boulevard to Coconut Creek Parkway and Sample Road and Sawgrass Expressway) and City of Coconut Creek rights-of-way (Coconut Creek Parkway and Sample Road). The consultant shall furnish all services required for the design scope outlined below within nine months from notice to proceed.

### **SURVEY:**

1. Ground Survey will be provided by FDOT from project 436319-1-52-03 Pedestrian Lighting Conduits. Consultant to review and determine if additional pick-up survey is required.

### **DESIGN:**

1. New pedestrian scale lighting to illuminate the sidewalk along the west side of Lyons Road within the project limits to include all cabinets and electrical service points.
  - a. Photometric analysis in conformance with the most current version of FDOT Lighting Design Standards, Section 231 Lighting of the FDOT Design Manual.
  - b. Pedestrian level lighting in accordance with City's design standards. Luminaire to comply with dark sky regulations in addition to all other City and County requirements/codes.
  - c. Pull box and conduit infrastructure already constructed through FDOT project 436319-1-52-03 in 2022. Plans attached. Consultant shall complete a field review prior to initiating design to verify condition of existing lighting infrastructure.
  - d. Evaluation for removal of landscaping to enhance lighting effectiveness may be needed.
  - e. Design shall include recommendations for features that reduce potential for theft of the lighting system conductor with feature-related cost estimates; approval of inclusion of such features is required by Broward County and the City of Coconut Creek.

- e. Designer to consider technologies to improve energy efficiency and reduce maintenance.
2. Consultant shall acquire all necessary permitting for approval of design within Broward County rights-of-way.
3. Consultant shall develop existing utility line mapping for the project influence area for all underground and above ground utilities for conflict resolution. FDOT project files (436319-1-52-03) will be provided but will need to be verified by consultant engineer with latest information. Utility borings may be needed to verify locations of existing utilities.

#### PUBLIC MEETING:

1. Public Involvement will include one public meetings (at 60% design) and one presentation to the City Commission. Public meeting will require presentation board of the light fixture/pole/foundation, and one roll plot of project area to clearly show the new improvements proposed in a color-coded display.

#### PROJECT COORDINATION:

Constant coordination between design consultant, MTECC Program Management Team, City of Coconut Creek, and BMPO Coordinator to deliver the project scope, meet all grant requirements, and make the milestone submittals on schedule. Additionally, coordination with Broward County permitting, Florida Power and Light, and other private developers as required.

1. Finalize Design Scope- 1 hour
2. Kick-off Meeting- 1 hour
3. Bi-Weekly Coordination Meetings- 9M x 2 Meetings – 1 hour
4. Design Review Meetings- 2 review submittals X 2 meetings X 1 hour
5. Public Meeting Prep Meetings- 1 meetings x 1 hour
6. BMPO Grant Coordination Meetings- 3 meetings X 1 hour
7. Broward County Permitting Meetings – 2 meetings X 1 hour

#### SUBMITTALS:

- A. Consultant will be responsible for creating 60% plan submittal, 100% plan submittal, and sealed engineering documents.
- B. Cost estimates for 60%, 100%, and Final to include the latest historical bid item data available, construction inspection, permitting, and other construction costs.
- C. Project Specifications for 100% and Final. Project specifications must meet the intent of the federal grant.

#### **SECTION II - RESPONSE REQUIREMENTS**

- Plans should be submitted on 11x17.
- Design Engineer should follow FDOT Design Manual lighting standards
- Design shall meet the City of Coconut Creek Dark Skies Ordinance
- Request for proprietary products, if applicable should be submitted to the Department for review and approval before incorporating them in design plans.

- Engineer may consider bid alternates to maximize funding and protect City from cost prohibitive construction bidding. If the Agency chooses to use bid alternates, the bid alternate specs must be included in the specifications package and be a part of the plans and estimate.
- Design Engineer shall be familiar with the project budget and year programmed for construction, and partner with MTECC and the City to design the project within budget.

Exhibit "B"

Reserved

## **Exhibit “C” – Project Deliverables**

Engineering Design Consultant Selected	Q3 2024
Engineering Design Notice to Proceed	Q4 2024
60% Design Submittal	Q1 2025
100% Design Submittal	Q2 2025
Final Sealed Documents Submittal	Q3 2025
Permits Acquired (County)	Q1 2025
Procure CEI consultant	Q2 2025
Procure Construction Contractor	Q2 2025
Contractor Notice to Proceed	Q3 2026
Procurement of Light Poles/Fixtures	Q4 2026
Substantially Complete	Q4 2027
Construction Complete	Q1 2028
Project Closeout	Q2 2028

# Exhibit D


<b>CERTIFICATE OF COVERAGE</b>			
<b>Certificate Holder</b>  HalCar Trade Centre, LLC Cardinal Point Management, LLC as Agent 100 West Cypress Creek Road, Suite 840 Fort Lauderdale, Florida 33309	<b>Administrator</b> <span style="float: right;">Issue Date 3/18/24</span>  <b>Florida League of Cities, Inc.</b> <b>Department of Insurance Services</b> <b>P.O. Box 538135</b> <b>Orlando, Florida 32853-8135</b>		
<b>COVERAGES</b> THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT			
COVERAGE PROVIDED BY: <b>FLORIDA MUNICIPAL INSURANCE TRUST</b>			
<b>AGREEMENT NUMBER:</b> FMIT 1316	<b>COVERAGE PERIOD:</b> FROM 10/1/23	<b>COVERAGE PERIOD:</b> TO 10/1/24 12:01 AM STANDARD TIME	
<b>TYPE OF COVERAGE - LIABILITY</b>  <b>General Liability</b> <input checked="" type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury <input checked="" type="checkbox"/> Errors and Omissions Liability <input checked="" type="checkbox"/> Employment Practices Liability <input checked="" type="checkbox"/> Employee Benefits Program Administration Liability <input checked="" type="checkbox"/> Medical Attendants/Medical Directors' Malpractice Liability <input checked="" type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Law Enforcement Liability <input checked="" type="checkbox"/> Underground, Explosion & Collapse Hazard  <b>Limits of Liability</b> * Combined Single Limit Deductible N/A  <b>Automobile Liability</b> <input type="checkbox"/> All owned Autos (Private Passenger) <input type="checkbox"/> All owned Autos (Other than Private Passenger) <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos  <b>Limits of Liability</b>	<b>TYPE OF COVERAGE - PROPERTY</b>  <input type="checkbox"/> <b>Buildings</b> <div style="display: inline-block; width: 45%; vertical-align: top;"> <input type="checkbox"/> Basic Form  <input type="checkbox"/> Special Form                     </div> <input checked="" type="checkbox"/> <b>Miscellaneous</b> <div style="display: inline-block; width: 45%; vertical-align: top;"> <input checked="" type="checkbox"/> Inland Marine  <input checked="" type="checkbox"/> Electronic Data Processing  <input type="checkbox"/> Bond                     </div> <input checked="" type="checkbox"/> <b>Personal Property</b> <div style="display: inline-block; width: 45%; vertical-align: top;"> <input type="checkbox"/> Basic Form  <input checked="" type="checkbox"/> Special Form                     </div> <input checked="" type="checkbox"/> Agreed Amount <input checked="" type="checkbox"/> Deductible \$1,000 <input checked="" type="checkbox"/> Coinsurance 100% <input checked="" type="checkbox"/> Blanket <input type="checkbox"/> Specific <input checked="" type="checkbox"/> Replacement Cost <input type="checkbox"/> Actual Cash Value  <b>Limits of Liability on File with Administrator</b>		
<b>TYPE OF COVERAGE - WORKERS' COMPENSATION</b> <input checked="" type="checkbox"/> Statutory Workers' Compensation <input checked="" type="checkbox"/> Employers Liability <div style="display: inline-block; width: 40%; vertical-align: top;">                         \$1,000,000 Each Accident                          \$1,000,000 By Disease                          \$1,000,000 Aggregate By Disease                     </div> <input type="checkbox"/> Deductible N/A <input type="checkbox"/> SIR Deductible N/A			
<b>Automobile/Equipment - Deductible</b> <input checked="" type="checkbox"/> Physical Damage      NA - Comprehensive - Auto      NA - Collision - Auto      Per Schedule - Miscellaneous Equipment			
<b>Other</b> * The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$3,000,000 for General Liability (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.			
<b>Description of Operations/Locations/Vehicles/Special Items</b> RE: Coverage Verification			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.			
<b>Designated Member</b>  Broward Metropolitan Planning Organization 100 West Cypress Creek Road Suite 650 Fort Lauderdale FL 33309	<b>Cancellations</b>  SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.  <div style="text-align: center;">                           _____                          AUTHORIZED REPRESENTATIVE                     </div>		

Exhibit "E"

**ENGINEER'S COST ESTIMATE**

Project Number: B-23-CP-FL-0383

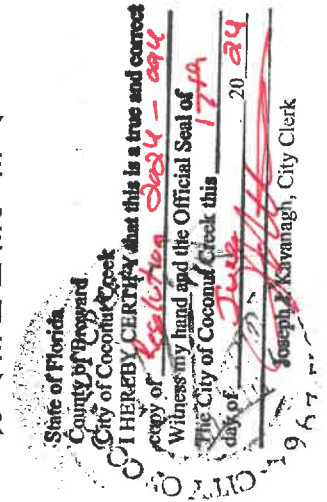
Project Title: Lyons Road Pedestrian Lighting Safety Project

Date: May 2024

Pay Item Number	Pay Item Description	Quantity	Unit	Unit Cost	Total Engineer's Cost
0110 1.1	CLEARING & GRUBBING	1	AC	\$ 33,000.00	\$33,000.00
0715 07 12	LIGHTING LOAD CENTER CABINET, F & I, Primary Voltage	2	LS	\$ 21,000.00	\$42,000.00
0715516315	LIGHT POLE COMPLETE-SPECIAL DESIGN, F&I, POLE TOP MOUNT	146	EA	\$ 14,000.00	\$2,044,000.00
	<b>SUBTOTAL ITEMS</b>				<b>\$2,119,000.00</b>
0101 1	MOBILIZATION (10%)				\$211,900.00
0102 1	MAINTENANCE OF TRAFFIC (MOT) (10%)				\$211,900.00
	PROJECT UNKNOWNNS (10%)				\$211,900.00
	<b>CONSTRUCTION SUBTOTAL</b>				<b>\$2,754,700.00</b>
	MTECC PROGRAM MANAGEMENT (10%)				\$275,470.00
	ENGINEERING DESIGN (12%)				\$330,564.00
	CONSTRUCTION ENGINEERING & INSPECTION (CEI) (10%)				\$275,470.00
	CITY PROCUREMENT OF MATERIALS SALES TAX SAVINGS (7%)	1	LS	\$143,080.00	(\$143,080.00)
	<b>TOTAL (BASE BID)</b>				<b>\$3,493,124.00</b>
0715516315	BID ALT 1- LIGHT POLE COMPLETE- SPECIAL DESIGN, F&I, POLE TOP MOUNT	15	EA	\$ 14,000.00	\$210,000.00
	BID ALT FEES- MOBILIZATION, MOT, UNKNOWNNS, PMC, DESIGN, CEI (62%)	1	LS	\$ 130,200.00	\$130,200.00
	<b>TOTAL</b>				<b>\$3,833,324.00</b>

RESOLUTION NO. 2024-094

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER, OR THEIR DESIGNEES, TO EXECUTE A TRIPARTY AGREEMENT AMONG THE BROWARD METROPOLITAN PLANNING ORGANIZATION (BMPO) AND THE METROPOLITAN TRANSPORTATION ENGINEERING & CONSTRUCTION COOPERATIVE (MTECC) FOR THE LYONS ROAD MOBILITY SAFETY PROJECT IMPROVEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.



**WHEREAS**, the City desires to provide first class amenities to all users of the Lyons Road corridor; and

**WHEREAS**, the Broward Metropolitan Planning Organization (BMPO) is the grantee of the Community Project Funding (hereinafter referred to as the "Grant") from the U.S. Department of Housing and Urban Development ("HUD" or "Grantor") for the Lyons Road Mobility Safety Project (the "Project") identified as BMPO project number B-23-CP-FL-0383; and

**WHEREAS**, the parties to this agreement desire to participate cooperatively to utilize the Grant and local funds to implement the Project; and

**WHEREAS**, the BMPO has set aside \$3,510,000 ("Grant Funds") to reimburse MTECC's design and construction of the Project improvements shown in Exhibit "A," which are located in the City of Coconut Creek; and

**WHEREAS**, the City has agreed to fund \$35,000 of local funds plus costs of City-requested betterments, and cost overruns with amounts determined by a project-related certified cost estimate; and

**WHEREAS**, this agreement is intended to define those roles and responsibilities of the parties with respect to the development, engineering, construction, and maintenance of the Project, including, but not limited to, procurement activities, invoicing,

review and approval of eligible costs, compliance with grant provisions including conformance with scope, schedule, and budget and related timely reporting, as well as all HUD requirements and related reporting that were not enumerated in this agreement; and

**WHEREAS**, the BMPO will use the Grant as the mechanism to reimburse MTECC, as MTECC completes specified work documented in progress reports submitted with invoices for this Project; and

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

**WHEREAS**, the BMPO is responsible for ensuring that the Grant Funds are properly utilized to implement the Project and that the parties comply with Grant requirements; and

**WHEREAS**, the parties desire to enter into an agreement whereby the duties and obligations of each party to the others are set forth therein.

**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. All exhibits attached hereto are incorporated herein and made a specific part of this resolution.

**Section 2:** That the City Commission hereby accepts the future budgeting and funding resources projected to be necessary for maintenance contingency and supports the Lyons Road Mobility Safety Project.

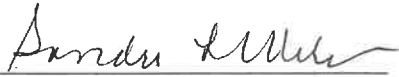
**Section 3:** That the Mayor and City Manager, or their designees, are hereby authorized to execute the Triparty Agreement among the BMPO, MTECC, and the City for the Lyons Road Mobility Safety Project, attached hereto and made a part hereof.

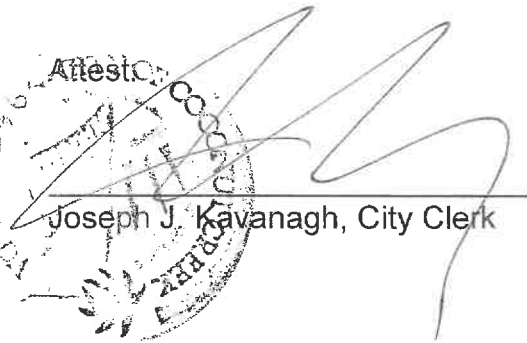
**Section 4:** That if any clause, section, other part or application of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in


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 13th day of June, 2024.

  
Sandra L. Welch, Mayor

  
Joseph J. Kavanagh, City Clerk



Welch      Aye  
Railey     Aye  
Rydell     Aye  
Brodie     Aye  
Wasserman Aye

**FY 2023 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-23-CP-FL-0383**

**Grantee Name:** Broward Metropolitan Planning Organization  
**Grantee Address:** 100 W. Cypress Creek Rd., Suite 650, Fort Lauderdale, FL 33309  
**Grantee's Unique Entity Identifier (UEI):** L9D2JZDVN3Z3  
**Grantee's Employer Identification Number (EIN)** 272291340  
**Federal Award Identification Number (FAIN)** B-23-CP-FL-0383  
**Assistance Listing Number and Name** 14.251 Economic Development Initiative,  
Community Project Funding, and Miscellaneous Grants  
**Period of Performance/Budget Period Start Date** Date of grant obligation  
**Period of Performance/Budget Period End Date** August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and Broward Metropolitan Planning Organization (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-328) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

**ARTICLE I. Definitions**

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

**ARTICLE II. Total Grant Amount**

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$3,900,000 available to the Grantee.

**ARTICLE III. Award-Specific Requirements**

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

#### **ARTICLE IV. General Federal Requirements**

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

#### **ARTICLE V. Drawdown Requirements**

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

#### **ARTICLE VI. Program-Specific Reporting Requirements**

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

#### **ARTICLE VII. Project Closeout**

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability

requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

#### **ARTICLE VIII. Default**

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

**ARTICLE IX. HUD Contact Information**

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGrants@hud.gov.

**This agreement is hereby executed on behalf of the Grantee and HUD as follows:**

**GRANTEE**

**Broward Metropolitan Planning Organization**

(Name of Organization)

BY: \_\_\_\_\_

(Signature of Authorized Official)

Gregory Stuart, Executive Director  
(Typed Name and Title of Authorized Official)

August 7, 2023  
(Date)

**HUD**

BY: \_\_\_\_\_

Nadab Bynum,  
Acting Deputy Assistant Secretary for Economic Development

\_\_\_\_\_  
(Date)

**APPENDIX 1 – Project Narrative**

The approved narrative has been attached to the end of the grant agreement.

**APPENDIX 2 – Approved Budget**

The approved budget has been attached to the end of the grant agreement.

**APPENDIX 3 – Grantee’s Indirect Cost Rate Information**

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	%	_____
_____	%	_____

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

## APPENDIX 4 –

### Award Term and Condition for Grantee Integrity and Performance Matters

#### Reporting of Matters Related to Grantee Integrity and Performance

##### *1. General Reporting Requirement*

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

##### *2. Proceedings About Which Grantee Must Report*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
  - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - (4) Any other criminal, civil, or administrative proceeding if:
    - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### *3. Reporting Procedures*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

### *4. Reporting Frequency*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

### *5. Definitions*

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

**APPENDIX 5 – Specific Award Conditions**  
NONE.

## APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

*d.* Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

*e.* Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

*f.* Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

*g.* Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

**APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons**

The following award term and condition, which is required by 2 CFR part 175, applies as written:

*a. Provisions applicable to a grantee that is a private entity.*

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

*b. Provision applicable to a grantee other than a private entity.*

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

*c. Provisions applicable to any grantee.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

*d. Definitions. For purposes of this award term:*

1. “Employee” means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

## Appendix 1 – Project Narrative

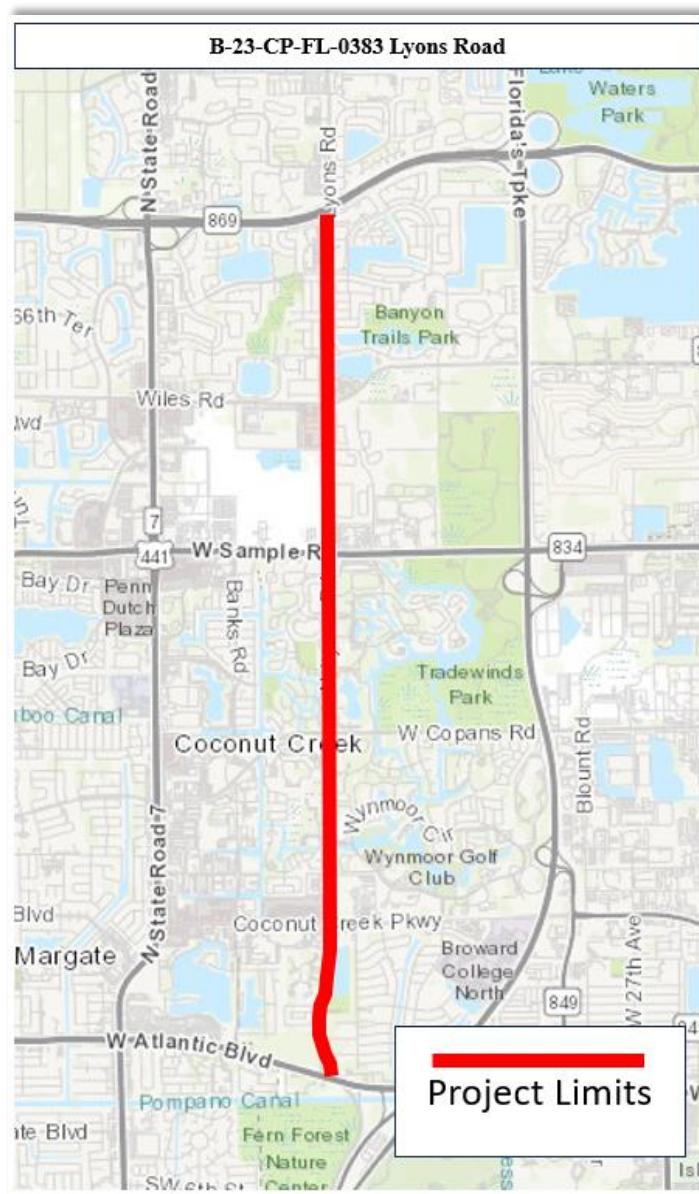
Project Name: Lyons Road Pedestrian Mobility Safety Project (B-23-CP-FL-0383)

### I Project Purpose

The purpose of the Lyons Road Pedestrian Mobility Safety Project (project) is to enhance safety and improve visibility for pedestrians, creating a safer and more comfortable environment for bicyclists, pedestrians, and public transportation users.

### II Project Activities

The Broward Metropolitan Planning Organization (BMPO) will administer and deliver the project improvements, which includes planning, design, engineering, and construction activities of the pedestrian-scale lighting for Lyons Road from Atlantic Boulevard to the Sawgrass Expressway as shown in the map.



The Project activities include conducting a thorough site analysis to determine optimal lighting placements, developing a design that meets appropriate lighting standards, engineering to ensure proper electrical infrastructure, and construction, management of roadway construction activities (Construction Engineering and Inspection or CEI), and oversight to install the lighting fixtures efficiently and effectively according to design specifications. The project administrative activities include but not limited to preparing and submitting documents, procurement activities, creating and monitoring project budget and timeline, conducting regular progress meetings, monitoring grant funds and expenditures, reimbursements, coordinating with contractors and vendors, ensuring compliance with grant requirements and regulations, managing project documentation and record-keeping, and preparing and submitting timely progress reports.

***The Community Project Funding (CPF) from the U.S. Department of Housing and Urban Development (HUD) will be used for the following primary project activities: Grant and Contract Administration, Engineering, Construction Engineering and Inspection, and Construction.***

### **III Project Goal, Outcomes, and Performance Measures, and Timeline**

The Project's goal of the installation of pedestrian-scale lighting along sidewalks on Lyons Road is to enhance safety and improve visibility for pedestrians, creating a more safe, secure, and inviting environment for walking, biking, and taking public transit.

#### **A. Anticipated outcomes from the project may include the following:**

- Improved pedestrian safety by reducing the risk of crashes and increasing visibility during nighttime hours.
- Enhanced sense of security and comfort for pedestrians, bicyclists, and transit users, promoting increased pedestrian, bicycle, and transit activity and reducing pedestrian and bicycle level of traffic stress (B/P LTS, as described in Florida Department of Transportation's (FDOT) 2023 Multimodal Quality / Level of Service Handbook).
- Increased accessibility for pedestrians, including individuals with disabilities, by providing well-lit sidewalks.

#### **B. Performance measures for the project may include the following:**

- Reduction in pedestrian-related crashes and incidents along Lyons Road.
- Increase in pedestrian activity and usage of the sidewalk network after the installation of lighting.
- Increase safety and access, enabling disadvantaged individuals to reach jobs and other opportunities.
- Pedestrian feedback regarding the perceived safety, sense of security, and comfort provided by the lighting.
- Compliance with lighting standards and regulations (e.g., FDOT).
- Evaluation of cost-effectiveness, considering the installation and maintenance expenses.

**C. Project Timeline:**

The project timeline below includes an anticipated schedule of activities within approximately 60 months. Please be advised that the project completion timeline provided is an estimate and may be subject to unforeseen delays due to factors beyond our control, including procurement, material availability, and installation challenges. A formal schedule will be provided upon selection and engagement of a qualified contractor to facilitate effective project planning and coordination.

<b>Begin Month</b>	<b>End Month</b>	<b>Activity</b>
0	1	Project start.
1	5	Subrecipient Agreement
5	9	Solicit bids for consultant services.
9	10	Sign contract with consultant.
10	24	Begin design and engineering.
24	24	Complete design and engineering.
24	30	Begin process to procure lighting fixtures.
30	32	Start construction.
32	56	Complete installation of lighting fixtures.
56	58	Complete construction.
59	60	Project closeout.

**IV Environmental**

Broward County, Florida is assisting the BMPO, as the Responsible Party in the NEPA Environmental Review process that will be completed before commencement of the Project and prior to reimbursement of incurred costs. (Article IV. General Federal Requirements, Grant Agreement)

**V Subrecipient**

The following subrecipient has been identified to carry out the following roles, responsibilities, and functions:

Name of subrecipient: Metro Transportation Engineering & Construction Cooperative (MTECC)

Unique Entity Identifier (UEI): X74SMMNCDC95

The subrecipient will be responsible for all engineering, design, CEI, and construction activities for the Project.

## Appendix 2 – Project Budget

Project Name: Lyons Road Pedestrian Mobility Safety Project (B-23-CP-FL-0383)

The following estimate of probable costs outlines the anticipated expenses for the implementation of the Lyons Road Pedestrian Mobility Safety Project.

<b>Estimate of Probable Costs</b>		
<b>Description</b>	<b>Cost (CPF)</b>	<b>Cost (Non-CPF)</b>
Grant and Contract Administration	390,000.00	-
Engineering & Construction Engineering Inspection	700,000.00	35,000.00
Construction	2,810,000.00	-
<b>Total</b>	<b>3,900,000.00</b>	<b>35,000.00</b>



**Metro Trans Engineering & Construction  
Cooperative (MTECC)**  
**Meeting Date: 07/11/2024**

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**1.**

**SUMMARY:**

MTECC Project Status Update

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**Attachments**

MTECC Project Status Update

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## Project 4455291- DEERFIELD BEACH: Crystal Lake/45<sup>th</sup> Street- Sidewalks/Lighting

Funding FDOT LAP- FY23/24 - \$384,088 (Design) FY 26/27 - \$2,339,520 (Construction)

- City request MTECC support - PMC work order up to \$25,000.
- Project Scope developed/reviewed/approved by City/MTECC.
- Independent Fee Estimate developed/reviewed/approved by City/MTECC.
- Project has moved to FDOT design services to the City based on direction from FDOT.
- City notified MTECC they would provide internal services.
- PMC work order being closed out and invoice prepared for City to reimburse for prior services on the Project.

## Project 4455271- HALLANDALE BEACH: NW 3<sup>rd</sup> Avenue Complete Streets

Funding FDOT LAP- FY23/24 - 569,995 (Design) FY 26/27 - \$2,765,434 (Construction)

- City request MTECC support - PMC task order up to \$25,000.
- Project Scope developed/reviewed/approved by City/MTECC.
- Independent Fee Estimate developed/reviewed/approved by City/MTECC.
- Project Scope developed/reviewed/approved by City/MTECC.
- Independent Fee Estimate developed/reviewed/approved by City/MTECC.
- Project has moved to FDOT design services to the City based on direction from FDOT.
- City notified MTECC they would provide internal services.
- PMC work order being closed out and invoice prepared for City to reimburse for prior services on the Project.

## Project 4334293- PEMBROKE PINES: Mobility Hub Pembroke Pines

Funding FTA- FY24/25 - \$2,361,000 plus City/Developer funding \$495,000 (Design, Construction, CEI)

- City requested MTECC support - PMC task order up to \$25,000.
- Project Scope developed/reviewed/approved by City/MPO/MTECC.
- Independent Fee Estimate developed/reviewed/approved by City/MPO/MTECC.
- Tri-Party Agreement developed/reviewed/final draft being finalized between City/MPO/MTECC.
  - Likely City action in late August or September
  - Likely MTECC Board in September or October
  - Likely MPO Board in September or October
- MPO working to finalize grant agreement between MPO and FTA
- MTECC Mini-procurement for design services in October 2024

### **Project B23-CP-FL0383- COCONUT CREEK: Pedestrian Lighting Lyons Road**

Funding HUD- FY24/25 - \$3,510,000, City \$35,000 (Design, Construction, CEI)

- City requested MTECC support – PMC task order up to \$25,000.
- Project Scope developed/reviewed/approved by City/MPO/MTECC.
- Independent Fee Estimate developed/reviewed/approved by City/MPO/MTECC.
- HUD grant agreement approved between HUD and MPO.
- Tri-Party Agreement developed/reviewed/final draft approved by City/MPO/MTECC.
  - City approved June 13, 2024
  - MTECC Board agenda July 11, 2024
  - MPO Board agenda July 11, 2024
- MTECC Mini-procurement for design services in July 2024
- Start design in September or October 2024

### **Project 449690-1- PEMBROKE PINES: Multi-Use Path**

Funding LAP- FY24/25 - \$965,285 (Design) FY 27/28 - \$7,495,223 (Construction)

- City request MTECC support – PMC task order up to \$25,000.
- Project Concept reviewed by MTECC staff. Final concepts expected in July 2024.
- Project Concepts to City Council in June 2024.
- Next Steps:
  - New procurement for DES library for LAP projects Fall of 2024
  - Draft Design Scope of Work,
  - Develop Independent Fee Estimate
  - Start of project design assumed early Spring 2025.

### **Project (Number)- FORT LAUDREDALE: SE 17th Street Mobility Hub**

Funding FTA- FY24/25 \$6,804,000 (Design, Construction, CEI)

- Concept approved by City of Fort Lauderdale Commission in May 2024
- Next Steps:
  - City Letter to request MTECC support in process – informed City Commission must approve resolution to request MTECC services project specific – likely late August or early September
  - When received, review/approval by MTECC Board- September or October
  - MTECC advance funds up to \$25,000 for PMC task order
  - Draft project scope of work for design services
  - Develop Independent Fee Estimate
  - Finalize grant agreement between FTA and MPO.
  - Develop Tri-Party Agreement between City/MPO/MTECC – likely November 2024
  - Begin mini-procurement for design services in December 2024



**Metro Trans Engineering & Construction  
Cooperative (MTECC)**  
**Meeting Date: 07/11/2024**

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**2.**

**SUMMARY:**

Executive Director's Reports

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**Attachments**

May 2024 Report  
June 2024 Report

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## MTECC Executive Director Activities

### May 2024

#### Board Activities:

- No Board meeting.
- Developed materials for June 6, 2024 Board meeting

#### Administrative Activities:

- MTECC Staff Meetings – routine MTECC staff meetings are held virtually (April 2, 18 and 30) to schedule and follow up on key MTECC activities.
- Finance and Accounting Services:
  - Routine update for MTECC transactions in the accounting system.
  - Processing of payments on a timely basis for invoices after review and approval by Project Manager, Chair and Executive Director.
  - Update of Budget to Actual Statement for April and inclusion for Board Meeting.
- Audit Services – The Audit Team will present to the Board at the July Board meeting.
- Program Management Services:
  - MTECC Internet
    - PMC getting sub contract complete to bring internet on-line
  - Meetings with Deerfield Beach and Hallandale Beach.
  - Coordination of activities with PMC during May.
- MTECC Roles and Responsibilities
  - Tri-Party Agreement
    - Finished final Tri-Party Agreement for Coconut Creek. To be approved by City June 13. Note this is for a USHUD grant.
    - Reviewed updates of the “standard” Tri-Party Agreement document that pertains to FTA grants using the Pembroke Pines document as the template.

#### MTECC Board Members

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**Commissioner**  
**Andrea McGee**  
Pompano Beach, FL

**Commissioner**  
**Caryl S. Shuham**  
Hollywood, FL

**Councilmember**  
**Tim Fadgen**  
Plantation, FL

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**General Counsel**  
Matthew J. Pearl

**Interim Executive Director**  
Lowell Clary



## Page 2 of 3

- Design Engineering Services (DES) Library:
  - Meeting with FDOT and FHWA on May 6, 2024, to discuss questions and comments on the DES library documents.
  - Meeting with FDOT District 4 staff in follow up after meeting with FHWA

### Project Activities (official request for MTECC services):

- **Deerfield Beach – FDOT LAP Project 445529-1 (design FY 23-24)**
  - PMC active under Task Order for this project up to \$25,000.
  - Waiting on FDOT for final approvals on DES procurement approach to move the project forward.
- **Hallandale Beach – FDOT LAP Project 445527-1 (design FY 23-24)**
  - PMC active under Task Order for this project up to \$25,000.
  - Waiting on FDOT for final approvals on DES procurement approach to move the project forward.
- **Pembroke Pines – FDOT LAP Project 449690-1 (design FY 24-25)**
  - PMC active under Task Order for this project up to \$25,000.
  - Initial discussions of the project scope and planning for early project steps. MPO was finishing up preliminary scope development in partnership with the City and to provide to MTECC in May 2024.
- **Pembroke Pines – FTA/MPO Project 4334292 (design FY 24-25)**
  - PMC active under Task Order for this project up to \$25,000.
  - Identified FTA grant funding for project, and developer funding (\$450,000 for Pedestrian crossing)
    - Environmental review completed.
  - MPO staff is focused on securing the FTA grant
  - Tri-Party Agreement in development.
  - Schedule:
    - Finalized Budget and Scope
    - Tri-Party Agreement
      - In development
    - Design services mini-procurement starts after City approval.
    - Design starts by November 2024

### MTECC Board Members

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**Commissioner**  
**Andrea McGee**  
Pompano Beach, FL

**Commissioner**  
**Caryl S. Shuham**  
Hollywood, FL

**Councilmember**  
**Tim Fadgen**  
Plantation, FL

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**General Counsel**  
Matthew J. Pearl

**Interim Executive Director**  
Lowell Clary



- **Coconut Creek HUD Project – Lighting on Lyons Road - MPO HUD Grant**
  - PMC active under Task Order for this project up to \$25,000.
  - Environmental is cleared by MPO team
  - Tri-Party Agreement in discussion with City and MPO teams.
  - Schedule:
    - Finalized scope and budget May
    - HUD Grant Executed May
    - Tri-Party Agreement
      - City for June13 Commission meeting
      - MTECC for July 2024 Board meeting
      - MPO for July 2024 Board meeting
    - Design mini-procurement starts after City Commission approval in June
    - Design starts by September 2024.

**Future Project Activities: .**

- **MPO HUB Projects**
  - Fort Lauderdale. City Commission approved the concept scope of services.
  - Followed up on letter to City team that is the format to request MTECC services.
- **City of Oakland Park** – Meeting with City of Oakland Park. Good discussion and the City seems very interested in MTECC assistance.

**MTECC Board Members**

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**Commissioner**  
**Andrea McGee**  
Pompano Beach, FL

**Commissioner**  
**Caryl S. Shuham**  
Hollywood, FL

**Councilmember**  
**Tim Fadgen**  
Plantation, FL

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**General Counsel**  
Matthew J. Pearl

**Interim Executive Director**  
Lowell Clary



## MTECC Executive Director Activities

### June 2024

#### Board Activities:

- Completed development of materials for June 6, 2024, Board meeting.
- Participated at June 6, 2024, Board meeting.
- Next Board meeting July 11, 2024.

#### Administrative Activities:

- MTECC Staff Meetings – routine MTECC staff meetings are held virtually (June 11 and 25) to schedule and follow up on key MTECC activities.
- Finance and Accounting Services:
  - Routine update for MTECC transactions in the accounting system.
  - Processing of payments on a timely basis for invoices after review and approval by Project Manager, Chair and Executive Director.
  - Discussion and steps to add project budget to actual for the statement presented at July Board meeting.
- Audit Services – The Audit Team will present to the Board at the July Board meeting.
- Program Management Services:
  - MTECC Internet
    - Meeting to discuss finalizing the MTECC internet with the goal to be finished by July 31, 2024.
  - Steps to phase out Work Orders for Deerfield Beach and Hallandale Beach FY 23-24 LAP projects as these are moving to FDOT consultants and the City for delivery for the project design.
  - Coordination of activities with PMC during June.
- MTECC Roles and Responsibilities
  - Tri-Party Agreement
    - Continued work to finalize the “standard” Tri-Party Agreement document that pertains to FTA grants using the Pembroke Pines document as the template.

#### MTECC Board Members

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**Commissioner**  
**Andrea McGee**  
Pompano Beach, FL

**Commissioner**  
**Caryl S. Shuham**  
Hollywood, FL

**Councilmember**  
**Tim Fadgen**  
Plantation, FL

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**General Counsel**  
Matthew J. Pearl

**Interim Executive Director**  
Lowell Clary



## Page 2 of 3

- Design Engineering Services (DES) Library:
  - FDOT call and letter requesting separate design library be procured for LAP projects.
  - Initial meeting with FDOT June 24, 2024 to kick off the process for the new procurement.
    - Meetings will be held every two weeks to keep the process moving forward.
    - Goal is to issue the new design library no later than September 30, 2024 and to have the LAP design library on board no later than end of calendar 2024.

## Project Activities (official request for MTECC services):

- **Deerfield Beach – FDOT LAP Project 445529-1 (design FY 23-24)**
  - Phasing out PMC Work Order and stopping MTECC support for the design phase and will work with City on the construction phase.
- **Hallandale Beach – FDOT LAP Project 445527-1 (design FY 23-24)**
  - Phasing out PMC Work Order and stopping MTECC support for the design phase and will work with City on the construction phase.
- **Pembroke Pines – FDOT LAP Project 449690-1 (design FY 24-25)**
  - PMC active under Task Order for this project up to \$25,000.
  - Initial discussions of the project scope and planning for early project steps. MPO was finishing up preliminary scope development in partnership with the City and to provide to MTECC in May 2024.
  - Goal is to have the design started by early Spring 2025.
- **Pembroke Pines – FTA/MPO Project 4334292 (design FY 24-25)**
  - PMC active under Task Order for this project up to \$25,000.
  - Identified FTA grant funding for project, and developer funding (\$450,000 for Pedestrian crossing)
    - Environmental review completed.
  - MPO staff is focused on securing the FTA grant
  - Tri-Party Agreement in development and being finalized. Sent to City for review in late June with a follow up meeting July 8, 2024, to finalize the agreement.

## MTECC Board Members

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**Commissioner**  
**Andrea McGee**  
Pompano Beach, FL

**Commissioner**  
**Caryl S. Shuham**  
Hollywood, FL

**Councilmember**  
**Tim Fadgen**  
Plantation, FL

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**General Counsel**  
Matthew J. Pearl

**Interim Executive Director**  
Lowell Clary



**Page 3 of 3**

- Schedule:
  - Budget and Scope finalized in early June.
  - Tri-Party Agreement to be approved by City, then MTECC and MPO – tentative in September.
  - Design services mini-procurement starts after City approval.
  - Design starts by November 2024
- **Coconut Creek HUD Project – Lighting on Lyons Road - MPO HUD Grant**
  - PMC active under Task Order for this project up to \$25,000.
  - Schedule:
    - Tri-Party Agreement
      - Approved by City Commission June 13.
      - MTECC July 11, 2024 Board meeting
      - MPO for July 11, 2024 Board meeting
    - Design mini-procurement starts after City Commission approval in July
    - Design starts by September 2024.

**Future Project Activities:**

- **MPO HUB Projects**
  - Fort Lauderdale. City Commission approved the concept scope of services.
  - Followed up on letter to City team that is the format to request MTECC services. – Meeting being scheduled to discuss as they are struggling on the letter.
- **City of Oakland Park** – Setting up follow up meeting to discuss next steps with City of Oakland Park.

**MTECC Board Members**

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**Commissioner**  
**Andrea McGee**  
Pompano Beach, FL

**Commissioner**  
**Caryl S. Shuham**  
Hollywood, FL

**Councilmember**  
**Tim Fadgen**  
Plantation, FL

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**General Counsel**  
Matthew J. Pearl

**Interim Executive Director**  
Lowell Clary



**Metro Trans Engineering & Construction  
Cooperative (MTECC)**  
**Meeting Date: 07/11/2024**

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**3.**

**SUMMARY:**  
PMC Report

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**Attachments**

PMC Report

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## PROGRESS REPORT- PMC SERVICES

**TO:** Lowell Clary, Executive Director, MTECC  
**FROM:** Christine W. Fanchi, P.E., WSP Project Manager  
**PROJECT:** PROGRAM MANagements SERVICES  
**SUBJECT:** Summary Project Progress Report  
**PERIOD:** **May 1, 2024 to June 28, 2024**  
**DATE:** June 28, 2024  
**WO NUMBER:** TWO #1, RFQ 23-01

---

### Task 1: PROJECT MANAGEMENT

- Overall on-going coordination with MTECC
- Contract coordination and subconsultant coordination
- 5/14/2024, 5/28/2024, 6/11/2024, 6/25/2024- MTECC Team Progress Meeting and follow-up
- 6/6/2024 Attend MTECC Board Meeting

### Task 2: MEMBER CITY/LAP COORDINATION

- Coordination with City of Coconut Creek regarding project documents
- Coordination of Pembroke Pines Mobility Hub cost estimate
- 5/16/24- City of Coconut Creek Project Meeting

### Task 3: WEBSITE DEVELOPMENT

- Development of website on-going

### Task 4: PROCUREMENT SUPPORT

- No action this period

### Task 5: TECHNICAL SUPPORT

- Revise Coconut Creek Estimate into bid alternatives and finalize for agreement
- Revise Pembroke Mobility Hub Estimate into bid alternatives and finalize for agreement
- Finalize Deliverables Schedule for Coconut Creek and Pembroke Mobility projects
- Meeting with BMPO Staff to coordinate project status on SE 17<sup>th</sup> Street & Pembroke Shared Use Path projects
- Technical Review and comment of SE 17th Street Project Concept Plans and transmit comments
- Technical Review and comment of Pembroke Shared Use Path Concept Plans and transmit comments



**Metro Trans Engineering & Construction  
Cooperative (MTECC)**  
**Meeting Date: 07/11/2024**

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**4.**

**SUMMARY:**

General Counsel's Report

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**Attachments**

Attorney Activity Report

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## MEMORANDUM

To: MTECC  
From: Matthew Pearl  
Date: June 27, 2024  
Re: Attorney Activity Report

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### Project Related:

- Follow Up On Issues Re Implementation of Ft. Lauderdale HUB project.
- Created Project Tri-party project agreements for Projects funded through the United States Department of Housing and Urban Development.
- Follow Up on Issues Re Oakland Park Re Membership.
- Prepare a Tri-Party Agreement between MTECC, the BMPO and the City of Pembroke Pines for the development of mobility hub project.
- Prepare a Tri-Party Agreement between MTECC, the BMPO and the City of Coconut Creek for the development of mobility hub project.
- Attend To Matters Re FDOT Approval of LAP Certification

### Administrative:

- Prepare for and attend bi-weekly staff meetings regarding ongoing MTECC administrative matters and status of FDOT approval of agreement structures.
- Prepared Board Agenda
- Create Policy Re Remote Participation



**Metro Trans Engineering & Construction  
Cooperative (MTECC)**  
**Meeting Date: 07/11/2024**

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**5.**

**SUMMARY:**

Budget to Actual Report

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**Attachments**

Actual to Budget - Capital

Actual to Budget - Operating

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MTECC Capital Projects Fund

Actuals vs Budget

As of Date: 5/31/2024

	Budget	Actual	Variance
<b>Fund Balance - Beginning</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Project 445529-1 – Deerfield Beach</b>			
Revenues			
MTECC Operating Fund Interfund Transfer	\$ 25,000.00	\$ 25,000.00	\$ -
City Contributions			
<b>Total Project Revenues</b>	<b>\$ 25,000.00</b>	<b>\$ 25,000.00</b>	<b>\$ -</b>
Expenditures			
Program Management Consultant	\$ 25,000.00	\$ -	\$ 25,000.00
<b>Project Total Expenditures</b>	<b>\$ 25,000.00</b>	<b>\$ -</b>	<b>\$ 25,000.00</b>
<b>Project 445527-1 – Hallandale Beach</b>			
Revenues			
MTECC Operating Fund Interfund Transfer	\$ 25,000.00	\$ 25,000.00	\$ -
City Contributions			
<b>Total Project Revenues</b>	<b>\$ 25,000.00</b>	<b>\$ 25,000.00</b>	<b>\$ -</b>
Expenditures			
Program Management Consultant	\$ 25,000.00	\$ 419.13	\$ 24,580.87
<b>Project Total Expenditures</b>	<b>\$ 25,000.00</b>	<b>\$ 419.13</b>	<b>\$ 24,580.87</b>
<b>Project 449690-1 – Pembroke Pines</b>			
Revenues			
MTECC Operating Fund Interfund Transfer	\$ 25,000.00	\$ 25,000.00	\$ -
FDOT/City LAP Project Grant			
City Contributions			
<b>Total Project Revenues</b>	<b>\$ 25,000.00</b>	<b>\$ 25,000.00</b>	<b>\$ -</b>
Expenditures			
Program Management Consultant	\$ 25,000.00	\$ -	\$ 25,000.00
Design Consultant			
Contingency			
<b>Project Total Expenditures</b>	<b>\$ 25,000.00</b>	<b>\$ -</b>	<b>\$ 25,000.00</b>
<b>Project 4334292 – Pembroke Pines</b>			
Revenues			
MTECC Operating Fund Interfund Transfer	\$ 25,000.00	\$ 25,000.00	\$ -
FDOT/City LAP Project Grant			
City Contributions			
<b>Total Project Revenues</b>	<b>\$ 25,000.00</b>	<b>\$ 25,000.00</b>	<b>\$ -</b>
Expenditures			
Program Management Consultant	\$ 25,000.00	\$ 3,610.23	\$ 21,389.77
Design Consultant			
Contingency			
<b>Project Total Expenditures</b>	<b>\$ 25,000.00</b>	<b>\$ 3,610.23</b>	<b>\$ 21,389.77</b>
<b>Project B-23-CP-FL-0383 – Coconut Creek</b>			
Revenues			
MTECC Operating Fund Interfund Transfer	\$ 25,000.00	\$ 25,000.00	\$ -
FDOT/City LAP Project Grant			
City Contributions			
<b>Total Project Revenues</b>	<b>\$ 25,000.00</b>	<b>\$ 25,000.00</b>	<b>\$ -</b>
Expenditures			
Program Management Consultant	\$ 25,000.00	\$ -	\$ 25,000.00
Design Consultant			
Contingency			
<b>Project Total Expenditures</b>	<b>\$ 25,000.00</b>	<b>\$ -</b>	<b>\$ 25,000.00</b>
<b>Capital Projects Fund Totals</b>			
Revenues	\$ 125,000.00	\$ 125,000.00	\$ -
Expenditures	\$ 125,000.00	\$ 4,029.36	\$ 95,970.64
<b>Net Position - Reserved</b>	<b>\$ -</b>	<b>\$ 120,970.64</b>	<b>\$ 95,970.64</b>

**MTECC Operating  
Actuals vs Budget  
As of Date:**

**5/31/2024**

	Year To Date		
	Budget	Actual	Variance
Fund Balance - Beginning	\$ 270,310.00	\$ 465,627.69	\$ 195,317.69
Revenues			
Local Government Unit Grant - Transportation	\$ 225,000.00	\$ 175,000.00	\$ (50,000.00)
Interest	\$ 3,000.00	\$ 3,448.11	\$ 448.11
Total Revenues	\$ 228,000.00	\$ 178,448.11	\$ (49,551.89)
<b>Total Available</b>	<b>\$ 498,310.00</b>	<b>\$ 644,075.80</b>	<b>\$ 145,765.80</b>
Expenditures			
General Government			
Financial and Administrative			
F&A-Executive	\$ 95,000.00	\$ 43,521.01	\$ 51,478.99
F&A - Accounting	\$ 65,000.00	\$ 47,361.01	\$ 17,638.99
F&A - Auditing	\$ 12,000.00	\$ 10,000.00	\$ 2,000.00
F&A - Procurement	\$ 10,000.00	\$ 8,802.46	\$ 1,197.54
F&A Insurance	\$ 10,000.00	\$ 6,353.28	\$ 3,646.72
F&A Information Technology	\$ 10,000.00	\$ 2,270.49	\$ 7,729.51
Legal Counsel	\$ 48,000.00	\$ 32,000.00	\$ 16,000.00
Program Management			
Comprehensive Planning	\$ 60,000.00	\$ 45,000.62	\$ 14,999.38
<b>Total Expenditures</b>	<b>\$ 310,000.00</b>	<b>\$ 195,308.87</b>	<b>\$ 114,691.13</b>
<b>Inter-fund group transfers out</b>	<b>\$ 50,000.00</b>	<b>\$ 100,000.00</b>	<b>\$ (50,000.00)</b>
<b>Total MTECC Operating Fund</b>	<b>\$ 360,000.00</b>	<b>\$ 295,308.87</b>	<b>\$ 210,456.93</b>
<b>Excess (deficiency) of revenues over (under) expenditures</b>	<b>\$ 138,310.00</b>	<b>\$ 348,766.93</b>	<b>\$ 210,456.93</b>



**Metro Trans Engineering & Construction  
Cooperative (MTECC)**  
**Meeting Date: 07/11/2024**

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**6.**

**SUMMARY:**

Board Comments

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