

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** September 21, 2021

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Proposed Interlocal Agreement amongst Broward County Metropolitan Planning Organization, City of Hollywood, City of Tamarac, City of Plantation, City of Pompano Beach and City of Dania Beach for the creation of the Metro Transportation Engineering & Construction Cooperative

I have reviewed the above referenced Agreement with the participating Department/Office(s), and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Department of Development Services/Engineering Division
- 2) Type of Agreement – Interlocal Agreement
- 3) Method of Procurement (RFP, bid, etc.) –n/a
- 4) Term of Contract:
 - a) initial – Agreement remains in full force and effect from the date of its recording until it is dissolve pursuant to Section 12 of the Agreement.
 - b) renewals (if any) – n/a
 - c) who exercises option to renew- n/a
- 5) Contract Amount – Initial funding by each founding member is a non-refundable contribution in the amount of \$100,000.00. All municipal members shall pay a non-refundable annual fee for continued participation in the amount of \$25,000.00 unless otherwise established by the Board no later than March 1st prior to the commencement of the next Fiscal Year.
NOTE: The financial obligations of the Municipal Members shall be limited to the payment of the applicable Establishment Contribution, Membership Fee, Annual Fee, as well as any Service Fees authorized by the Municipal Member in accordance with Section 10 of the Agreement.
- 6) Indemnity/Insurance Requirements – Yes, see Section 15 of the Agreement.
- 7) Termination – Agreement remains in full force in effect until dissolved pursuant to Section 12 of the Agreement. A Party may terminate upon 180 days written notice, provided that there is no LAP Agreement for the completion of a Federal Aid Project or uncompleted Task Work Order for a Local Project. A Party that withdraws will not receive a refund of the Initial Contribution, Membership Fee or Annual Fees. **NOTE:** In the event of the

dissolution of MTECC resulting from termination of the agreement, any funds held by MTECC contributed by Municipal Members shall be distributed to the Municipal Members that remain a party to the agreement at the time of dissolution. Distribution is based upon proportionate share.

- 8) Scope of Services – The creation of the MTECC is for the purpose of administering both Federal Aid Projects and transportation projects competed without the use of federal funding (“local projects”).
- 9) Other Significant Provisions: (a) The initial board composition shall be comprised of one eligible voter-elected representative from each of the Founding Member as selected by the respective governing bodies of the Founding Members. Terms are set forth in Paragraph 8.d. of the agreement; b) Unresolved issues shall be addressed pursuant to the dispute resolution procedure set forth in Paragraph 24 of the agreement.

cc: Dr. Wazir Ishmael, City Manager