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Metro Transportation Engineering and Construction Cooperative Executive Director Services

Lowell Clary of Clary Consulting Company (Clary Consulting) agrees to provide Executive Director services for the Metro Transportation Engineering and Construction Cooperative (MTECC) for the period July 1, 2023 to September 30, 2024. These services shall include the following services upon agreement and acceptance by the MTECC Board.

Scope of Services:

General Executive Director Services

Task 1 – Support the MTECC Board including preparing for and attending MTECC Board meetings. This will include, but not be limited to the following subtask items:

Task 1.1 – Assist in the preparation of MTECC Board agendas and supporting materials.

Task 1.2 – Approve final agendas and submit to the MTECC Board members ahead of each Board meeting.

Task 1.3 – Attend MTECC Board meetings and support the Board during the meeting.

Task 1.4 – Ensure that MTECC Board meetings are recording and minutes prepared for each Board meeting.

Task 1.5 – Meet with and brief MTECC Board members as needed and based upon request by MTECC Board members.

Task 2 – Manage and Direct MTECC administrative functions including finance and accounting, Board support, procurement, legal and other activities that are not project specific in support of the MTECC mission. This includes, but is not limited to the following subtask items:

Task 2.1 – Manage and direct the MTECC – Broward MPO Support Agreement that provides administrative support for MTECC including finance and accounting, Board support, procurement, and other administrative support activities.

Task 2.2 – Provide direction to and oversight of the contracted finance and accounting team in partnership with the Broward MPO staff.

Task 2.3 – Provide direction to and oversight of the general activities of the procurement team providing by the Broward MPO.

Task 2.4 – Ensure that an annual audit is provided of MTECC activities.

Task 2.5 – Provide direction to and oversight of MTECC Treasury activities in partnership with staff of Broward MPO for payment of approved invoices, deposit of

revenues and management of MTECC funds.

Task 2.6 – Provide direction to develop the proposed annual budget and direction to and oversight of the MTECC adopted annual budget.

Task 2.7 – Provide direction to and oversight of the development of MTECC policies, procedures and forms for the general operations of MTECC activities and services.

Task 2.8 – Support the MTECC Board in the direction and oversight of the MTECC legal services.

Task 2.9 – Provide update to the MTECC Board on key administrative activities as part of periodic MTECC Board meetings during the Executive Director report

Task 3 – General Coordination with MTECC members, partners and the public for overall MTECC activities and services. This includes, but is not limited to the following subtask items:

Task 3.1 – Meet with and support general coordination activities with MTECC members.

Task 3.2 – Meet with and support general coordination with partners such as FDOT District 4, Federal Highway Administration, Federal Transit Administration, Broward County, Broward MPO and others as required.

Task 3.3 – Support and participate in general public involvement and be the public point of contact for MTECC in partnership with staff of Broward MPO

Task 3.4 – Provide update to the MTECC Board on key coordination activities as part of periodic MTECC Board meetings during the Executive Director report

Task 4 – Direction and Management of MTECC General Program Management

Engineering Consultant (PMC) general task work order activities. This includes, but is not limited to the following subtask items:

Task 4.1 – Provide direction to and oversight of the PMC principal and project manager in support of general technical activities to support the mission of MTECC. This includes the development and review, and execution of the annual PMC general task work order.

Task 4.2 – Review and approve invoices for the general task work order activities of the PMC.

Task 4.3 – Ensure timely reporting of the PMC activities and the overall oversight of the PMC contract.

Task 4.4 – Ensure the PMC provides an update to the MTECC Board on PMC activities as part of periodic MTECC Board meetings.

Task 5 – Other General Duties as required to meet the mission of MTECC.

Project Specific Services (Note these services are to be developed as part of a project specific task order to be approved by the Board as part of the overall Project Budget)

Task 6 – Direction to and Oversight of the Project

Task 6.1 – Direct and provide oversight to the MTECC PMC to develop/finalize the Project Scope, Phase Scope (Design or Construction), certification process, and other

required elements in a partnership with the applicable MTECC member and funding partner.

Task 6.2 – Direct and provide oversight to the MTECC PMC and partner with the applicable MTECC member and funding partner to develop the Project Budget and Project Agreement, and present to the MTECC Board for review and approval.

Task 6.3 – Direct and provide oversight to the MTECC procurement team to procure the necessary contractors to deliver the Project Phase.

Task 6.4 – Direct and provide oversight of the MTECC PMC in the management of Project Contractors in the delivery of the applicable Project,

Task 6.5 – Direct and provide oversight of the MTECC PMC in the Project Phase close-out activities including the required oversight and acceptance of the final product by the MTECC member and the funding partner as required by the Project Agreement.

Task 6.6 – Direct and provide oversight of the required Project Phase reporting, audits, and other funding partner grant requirements.

Task 6.7 – Direct and provide oversight of the Project Phase coordination activities with the MTECC member, funding partner, permit agencies, general public and other required activities.

Task 6.8 – Direct and provide oversight of the Project Budget to ensure the Project Phase is delivered within the available funds.

Task 6.9 – In a partnership with the MTECC PMC provide periodic reports to the MTECC Board on the implementation of the Project Phase.

Compensation:

General Executive Director Services:

- **Monthly payment of \$5,000 paid at the first of each month.**
(This monthly payment includes all costs and expenses including any required travel)

Project Specific Services

- **To be developed and approved by the Board on a task order basis as part of the approved Project Budget**
- **Hourly Rates include:**

Lowell Clary, Executive Director	\$360 per hour
Lucas Clary, Support for Executive Director	\$250 per hour
Junior/Administrative Staff – Research, Report/Presentation Support	\$100 per hour

(These hourly rates include all costs and expenses including any required travel)

Miscellaneous

Lowell Clary will serve as the MTECC Executive Director. Additional staff will be added as needed to complete task at the discretion of Lowell Clary in coordination with the MTECC Board and overall MTECC team. Project Specific Tasks will be developed for each Project Phase for the estimated hours and budget.

This Agreement may be cancelled by the MTECC Board or Lowell Clary upon a 90-day written notice. MTECC shall be responsible for the payment of any services provided by Clary Consulting before the cancellation notice.

Wherever any notice or other communication is required or permitted hereunder, such notice or other communication shall be in writing and shall be delivered by hand, or by nationally-recognized overnight express delivery service, or by U.S. registered or certified mail, return receipt requested, postage prepaid, or e-mail or by facsimile with printed confirmation of delivery, to the addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith: CLARY CONSULTING: 2910-D Kerry Forest Parkway, Suite 413, Tallahassee, Florida 32309, Attn: Lowell Clary, E-mail: lowell.clary@claryconsulting.com; MTECC, Trade Center South – 100 West Cypress Creek Road, Suite 650, Fort Lauderdale, FL 33309, Attn: Christopher Bross, E-mail: brossc@browardmpo.org; Attn: Matthew Pearl, E-mail: mpearl@wsh-law.com.

Clary Consulting, in performing the Services set forth above shall comply with all appropriate laws, codes and regulations.

This Agreement shall be construed and governed in accordance with the laws of the State of Florida. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect. Time shall be of the essence in the performance of this Agreement. Clary Consulting shall not be entitled to assign this Agreement.

This Agreement constitutes the entire understanding and agreement between the parties and may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Agreement shall be binding upon the parties hereto and their respective permitted successors and assigns.

Signatures:

Clary Consulting Company

Signature _____ **Date:** _____
Lowell R. Clary, President
Clary Consulting Company

MTECC Board Chair

Signature _____ **Date:** _____
Andrea McGee, Chair

MTECC Legal Review

Approved _____ **Date:** _____
Matthew Pearl, MTECC Board Attorney