



AGENDA

Metropolitan Transportation Engineering
& Construction Cooperative (MTECC)
Thursday, July 13, 2023, 9:00 a.m.
**100 West Cypress Creek Road,
6th Floor, Suite 650
Fort Lauderdale, FL 33309-2181**

REGULAR ITEMS

(All Items Open for Public Comment)

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

ACTION ITEMS

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

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

DISCUSSION ITEMS

MTECC BUDGET UPDATE

5. Executive Director's Report
6. General Counsel's Report
7. Board Comments

NEXT MEETING DATE: September 14, 2023

***MOTION TO ADJOURN**

* Motion Requested

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

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



**Metro Trans Engineering & Construction
Cooperative (MTECC)**
Meeting Date: 07/13/2023

2.

REQUESTED ACTION:

Approval of Minutes

SUMMARY EXPLANATION/BACKGROUND:

ADDITIONAL INFORMATION/PREPARER:

Attachments

June 8, 2023 Draft Board Minutes

DRAFT
MEETING MINUTES
METRO TRANSPORTATION ENGINEERING AND
CONSTRUCTION COOPERATIVE (MTECC)
100 WEST CYPRESS CREEK ROAD
6TH FLOOR, SUITE 650
FORT LAUDERDALE, FLORIDA 33309-2181
THURSDAY, JUNE 8, 2023, 11:00 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 Interim Executive Director
Matthew Pearl, MTECC Legal Counsel
Christopher Bross, MTECC Staff Support
William Cross, MTECC Staff Support
Steve Braun, FDOT
Igor Colmenares, City of Hallandale Beach
Priscilla Cygielnik, City of Deerfield Beach
Patricia Desir, City of Deerfield Beach
Christine Fasiska, FDOT District 4
Ron Fields, WSP USA Inc.
Vanessa Leroy, City of Hallandale Beach
Milos Majstorovic, City of Fort Lauderdale

REGULAR ITEMS

1. Call to Order

The meeting was called to order at 11:00 a.m.

2. Approval of Minutes

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

3. Approval of Agenda

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

4. Public Comments

None.

ACTION ITEMS

1. **MOTION TO APPROVE: Resolution for City of Deerfield Beach request for MTECC services for Project 445529-1 Crystal Lake Drive and NW 45th Street Avenue Access Management Improvements. This project was approved by the Broward MPO through the CSLIP project application, review/evaluation and selection process in the 2018 cycle. The FDOT LAP Project budget for the design phase of the project is \$389,088 in fiscal year 23-24. The budget for construction and construction inspection is fiscal year 2026-27 for \$2,339,520.**

Motion made by Councilmember Fadgen, seconded by Vice Chair Shuham, to approve.

Vice Chair Shuham requested clarification of the project phases included in the two Action Items. Mr. Clary clarified that the motions would apply to the design phases only, both of which are in fiscal year (FY) 2023-2024, which begins on July 1, 2023.

Mr. Clary explained that the Metro Transportation Engineering and Construction Collective (MTECC) will partner with each project's municipality to define the scopes of work. The design pool, also known as the library of services, will be presented for approval at the July MTECC meeting. Once the scopes of work have been identified and drafted, the draft will be provided to these firms. A "mini-procurement" will follow in August or September, at which times the design firms will provide proposals for each specific project. MTECC will then partner with the municipalities to select the firms which will carry out each project. The Local Agency Program (LAP) certification process will be finalized and a LAP agreement will be signed between the Florida Department of Transportation (FDOT) and the city, followed by an administration agreement between the city and MTECC.

Mr. Clary continued that the two agreements may be concurrent, or the administration agreement may slightly precede the LAP agreement. Because FDOT has already begun this year's LAP certification, MTECC will be coming into the middle of this process. For the next cycle, which will begin in July 2024, MTECC will begin the process in fall 2023. This will mean administration agreements for 2024-2025 will be done in advance.

The two proposed projects have gone through the Complete Streets and Other Localized Initiatives (CSLIP) process and have been prioritized by the MPO and agreed to by FDOT.

It was noted that FDOT has adjusted their calendar schedule and would like the LAP agreements with the cities to be complete by October 2023. Mr. Clary advised that

MTECC will try to meet this timeline, although he estimated that the second project, which will be in Hallandale Beach, is slightly behind schedule.

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

- 2. MOTION TO APPROVE: Resolution for the City of Hallandale Beach request for MTECC services for Project 445527-1 Complete Streets on NW 3rd Street from NW 3rd Avenue to North Dixie Highway in Hallandale Beach. This project was approved by the Broward MPO through the CSLIP project application, review/evaluation and selection process in the 2018 cycle. The FDOT LAP Project budget for the design phase of the project is \$569,995 in fiscal year 23-24. The budget for construction and construction inspection is fiscal year 2025-26 for \$623,694 and fiscal year 2026-27 for \$2,141,740.**

Motion made by Vice Chair Shuham, seconded by Councilmember Fadgen, to approve.

It was clarified that the boundaries of this project will extend from 6th Avenue to North Dixie Highway. Mr. Clary confirmed that this correction would be made.

Mr. Clary also noted that the cost amount provided to MTECC from FDOT's Work Program is slightly different.

In a voice vote, the **motion** passed unanimously [as amended].

DISCUSSION ITEMS

- 1. Staff will be presenting for discussion the annual assessment from the member Cities for fiscal year 2023-24 in the amount of \$25,000 per member City to be due at the beginning of the City fiscal year.**

Member cities agreed to support the administrative of MTECC as an interlocal agency created by the member cities. This is documented in the ILA signed by each member city and MTECC. This provides the funding required to continue the administrative operations of MTECC at a very efficient level supporting the overall activities of MTECC in the upcoming fiscal year.

Mr. Clary advised that this Item is already part of the inter-local agreement (ILA). The member cities will be notified so they may include this amount in their budgets.

Vice Chair Shuham requested clarification of the amount of the agreement. Mr. Clary replied that the amount is \$25,000, but may be changed by Board action. He added that Fort Lauderdale has expressed interest in joining MTECC and is included in the budget

document. The inter-local agreement for Fort Lauderdale is expected to come before the Board in July.

2. Staff will be presenting for discussion the proposed FY 2023-24 MTECC Budget.

Mr. Clary stated that the budget is included in the members' informational materials. There are two outstanding payments for the current year, which are in the process of being addressed. Fort Lauderdale is expected to make their payment by the end of the budget year.

Mr. Clary noted that MTECC's spending was significantly less than its budget in the current year, which means a large amount will be carried over into FY 2023-2024. The current year's Board expenses and procurement costs are being provided by the Broward MPO, which will be reimbursed for these payments. They will also pay part of the costs of technology and finance/administration.

At the July 2023 meeting, the Executive Director and Board Attorney will present the Board with a proposed one-year agreement. This will cover FY 2023-2024. Mr. Clary recommended that this be done on a monthly retainer basis. If there is specific project activity, it will be addressed as part of the project budgets.

Some Program Management Consultant costs are built into the current year. This will include General Services, which will cover attendance at Board meetings, helping to scope projects, and general activities. No projects are included on the 2023-2024 budget thus far, but will be added through amendments once their agreements are complete.

Mr. Clary continued that consultant WSP will provide MTECC with its own website in the coming fiscal year. It was asked if there would be a benefit for member cities to provide a link to the MTECC website through their own City websites. Mr. Clary confirmed that this can be done.

3. Staff will be presenting for discussion a draft Project Administration Agreement between MTECC and member City for MTECC project administration services.

Mr. Clary called the members' attention to the draft LAP Project Administration Agreement, noting that he and MTECC General Counsel would like to provide this document to FDOT, as well as the two member cities that are working on projects, for comments. It will then be brought back to the July meeting for approval. Scopes and other details will be added at that time.

Vice Chair Shuham requested clarification of the indemnification included in the LAP agreement. It was clarified that MTECC's agreements with consultants will name the cities

as additionally insured and indemnified by the consultants as well as MTECC. Because MTECC is an intermediary, the goal is to insure any future action is between the beneficiary city and the contractor. The city will own the design and could take direct action against the contractor, if necessary, without involving MTECC in that action.

Vice Chair Shuham also asked if indemnity will fall under the construction contract as well. It was explained that there may be separate attachments for the design and construction phases. Mr. Clary emphasized that MTECC is not providing construction services, but will work with FDOT and member cities on this process. He noted that there may be a time in which MTECC is asked to work with projects located in multiple cities.

4. Executive Director's Report

Mr. Clary stated that MTECC Staff is working on a finance and accounting process. These services are expected to be in order by July or August 2023. He also noted that designs are on target to receive proposals by the following week. Staff is working to determine whether the library of services will include three or five firms. This will most likely depend upon the strength of submittals.

Vice Chair Shuham asked if MTECC will have annual audits. Mr. Clary confirmed that an audit will be procured. He estimated that an auditor would be needed by October or November 2023.

Mr. Clary advised that MTECC may give a presentation to the MPO's Technical Advisory Committee (TAC) in August. They will discuss projects in FY 2024-2025 as well as in 2023-2024, and will encourage interested municipalities to join MTECC.

Vice Chair Shuham asked if MTECC Board members are prohibited from voting on projects brought forward by the cities they represent. Attorney Pearl replied that members may vote on items that affect their cities.

5. General Counsel's Report

None.

6. Board Comments

The Board members discussed the possibility of meeting at 9 a.m., immediately prior to the MPO Board meeting scheduled on the same day.

There being no further business to come before the Cooperative at this time, the meeting was adjourned at 11:27 a.m.

NEXT MEETING DATE: July 13, 2023



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

1.

Meeting Date: 07/13/2023

REQUESTED ACTION:

MOTION TO APPROVE a Resolution approving the following Agreements for General Design and Engineering Services (DES), for a base term of three (3) years with MTECC's sole option to extend for two (2) additional one-year option periods, in the amount not to exceed five million dollars (\$5 million) for each Agreement over the full five-year term:

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- C) Motion to Approve Agreement No. 23-02 (C) between MTECC and Kimley-Horn and Associates, Inc.
- D) Motion to Approve Agreement No. 23-02 (D) between MTECC and Marlin Engineering, Inc.
- E) Motion to Approve Agreement No. 23-02 (E) between MTECC and Stanley Consulting Inc.

WHAT THIS ACTION ACCOMPLISHES:

This action provides the General Design and Engineering Services (DES) pool/library of DES firms that will be under contract and available to provide design and engineering services for future MTECC design project phases at the request of MTECC members.

The procurement process and documents were prepared in coordination with FDOT to ensure the process and firms are qualified to deliver design and engineering services on FDOT LAP projects. Based on this action, MTECC staff will secure DES firm fee packages and finalize DES firm contracts over the next few weeks. No funds will be authorized until a project specific task order has been secured and the Project Budget approved by the MTECC Board as further discussed below.

When a design project phase is identified by a MTECC member and a request made for MTECC services the MTECC team will partner with the MTECC member and grant funding partner to finalize the design scope of services. A draft design project scope of services will be provided to the pool of DES firms early to allow the firms to review this ahead of the formal process below.. We anticipate the time below to take about eight to ten weeks to have a DES

firm on board for a design project phase that includes:

1. MTECC provides the official project scope of services/mini RFQ to the DES pool of firms,
2. DES firms respond with a proposal on the scope of services,
3. Evaluation/ranking of the most qualified firms (MTECC and the MTECC member)
4. Top rank DES firm provides scope of services hours and fee proposal,
5. Negotiate/finalize the DES scope, hours and fee,
6. Prepare draft DES firm design project task order.

The overall Project Budget will be finalized including the DES firm design project task order and presented to the MTECC Board for approval. This will also include a Project Agreement with the applicable MTECC member and the grant funding agreement that supports funding for the design project phase.

This Board action helps to ensure the design project phases move timely and meets all grant requirements.

SUMMARY EXPLANATION/BACKGROUND:

On May 12, 2023, MTECC advertised Request for Qualifications (RFQ) No. 23-02 for General Design and Engineering Services. The advertisement was for the award of multiple indefinite delivery/indefinite quantity (IDIQ) task work order based agreements, with a base term of three years with MTECC's sole option to extend the agreements for two additional one-year periods, with a not to exceed amount of five million dollars per agreement over the full five year term.

On June 14, 2023, MTECC received five (5) Proposals from CHA Consulting, Inc.; CTS Engineering, Inc.; Kimley-Horn and Associates, Inc.; Marlin Engineering, Inc.; and Stanley Consultants Inc.

On June 22, 2023, the Evaluation Selection Committee (ESC), comprised of staff members from the cities of Deerfield Beach, Hallandale Beach, Hollywood, Plantation and Pembroke Pines, met publicly to discuss and evaluate the Proposals received. The ESC recommended that all five Proposals were qualified to be shortlisted for Oral Presentations.

On June 29, 2023, the five Proposers gave Oral Presentations and responded to questions from the ESC. Later that afternoon, the ESC reconvened in a public meeting to discuss and finalize their scoring of the Proposals.

Based on the final scoring and ranking results, the Evaluation/Selection Committee recommends award to (in alphabetical order) CHA Consulting, Inc., CTS Engineering, Inc., Kimley-Horn and Associates, Inc., Marlin Engineering, Inc. and Stanley Consultants Inc.

MTECC STAFF RECOMMENDATION(S):

MTECC staff recommends acceptance of the ESC's recommendation of award and for the MTECC Board to approve Agreements for General Design and Engineering Services with CHA Consulting, Inc., CTS Engineering, Inc., Kimley-Horn and Associates, Inc., Marlin Engineering, Inc. and Stanley Consultants Inc.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Lowell Clary at (850) 212-7772 or lowell.clary@claryconsulting.com or Chris Bross at (954) 876-0064 or brossc@browardmpo.org.

Attachments

Agreement No. 23-02 (A)

Agreement No. 23-02 (B)

Agreement No. 23-02 (C)

Agreement No. 23-02 (D)

Agreement No. 23-02 (E)

Resolution Approving DES



**METRO TRANSPORTATION ENGINEERING
AND CONSTRUCTION COOPERATIVE**

AGREEMENT NO. 23-02 (A)

BETWEEN

METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE

AND

CHA CONSULTING, INC.

FOR

GENERAL DESIGN AND ENGINEERING SERVICES

AGREEMENT NO. 23-02(A)

BETWEEN

**METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION
COOPERATIVE**

AND

CHA CONSULTING, INC.

FOR

GENERAL DESIGN AND ENGINEERING SERVICES

This is an Agreement, by and between METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE, hereinafter referred to as "MTECC"

AND

CHA CONSULTING, INC., a _____, authorized to and doing business in the State of Florida, hereinafter referred to as "CONTRACTOR."

RECITALS

A Request for Qualifications was advertised by MTECC as RFQ No. 23-02, for GENERAL DESIGN AND ENGINEERING SERVICES, and CONTRACTOR was determined to be among the most qualified responsive and responsible respondents;

NOW, THEREFORE, IN CONSIDERATION of the promises, mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree to the Agreement as follows:

**ARTICLE I
SERVICES**

CONTRACTOR covenants and agrees to perform all services and other obligations of CONTRACTOR set forth in the Contract Documents, as defined in the RFQ. The Contract Documents are hereby incorporated and made a part of this Agreement by this reference.

**ARTICLE II
TERM**

The period of performance shall be for an initial term of three (3) years, with MTECC'S sole discretion to extend the agreement for two (2) additional one (1) year option periods for a total term of five (5) years commencing on the date of MTECC's issuance of a Notice to Proceed.

**ARTICLE III
COMPENSATION**

1. MTECC agrees to pay CONTRACTOR compensation as specified in the CONTRACT DOCUMENTS the total not-to-exceed amount of five million dollars (\$5,000,000) over the full term of the Agreement. MTECC shall request Contractor's services on an as needed basis. Individual Work Orders will be issued pursuant to the terms and conditions of the Agreement.

2. MTECC, during any fiscal year, shall not expend money, incur any liability or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void and no money may be paid on such contract.

**ARTICLE IV
NOTICES**

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, email transmission, express delivery service or hand delivery, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

CONTRACTOR:

Attn: _____

MTECC:

Metro Transportation Engineering and
Construction Cooperative
Trade Centre South
100 W. Cypress Creek Road, Suite 650
Fort Lauderdale, FL 33309
Attn: Mr. Lowell R. Clary

WITH COPY TO:

Metro Transportation Engineering and
Construction Cooperative
Trade Centre South
100 W. Cypress Creek Road, Suite 650
Fort Lauderdale, FL 33309
Attn: Mr. Matthew Pearl, General Counsel

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature:

ATTEST:

METRO TRANSPORTATION
ENGINEERING AND
CONSTRUCTION
COOPERATIVE

By

LOWELL CLARY
INTERIM EXECUTIVE DIRECTOR

VICE MAYOR ANDREA MCGEE, CHAIR

_____ DAY OF _____, 2023

Approved as to form by:

CHRISTOPHER BROSS
Contracting Officer

Matthew Pearl, General Counsel

ATTEST:

CHA CONSULTING, INC.

WITNESS

PRESIDENT OR VICE-PRESIDENT

_____ DAY OF _____, 2023

(Corporate Seal)



**METRO TRANSPORTATION ENGINEERING
AND CONSTRUCTION COOPERATIVE**

AGREEMENT NO. 23-02 (B)

BETWEEN

METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE

AND

CTS ENGINEERING, INC.

FOR

GENERAL DESIGN AND ENGINEERING SERVICES

AGREEMENT NO. 23-02(B)

BETWEEN

**METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION
COOPERATIVE**

AND

CTS ENGINEERING, INC.

FOR

GENERAL DESIGN AND ENGINEERING SERVICES

This is an Agreement, by and between METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE, hereinafter referred to as "MTECC"

AND

CTS ENGINEERING, INC., a _____, authorized to and doing business in the State of Florida, hereinafter referred to as "CONTRACTOR."

RECITALS

A Request for Qualifications was advertised by MTECC as RFQ No. 23-02, for GENERAL DESIGN AND ENGINEERING SERVICES, and CONTRACTOR was determined to be among the most qualified responsive and responsible respondents;

NOW, THEREFORE, IN CONSIDERATION of the promises, mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree to the Agreement as follows:

**ARTICLE I
SERVICES**

CONTRACTOR covenants and agrees to perform all services and other obligations of CONTRACTOR set forth in the Contract Documents, as defined in the RFQ. The Contract Documents are hereby incorporated and made a part of this Agreement by this reference.

**ARTICLE II
TERM**

The period of performance shall be for an initial term of three (3) years, with MTECC'S sole discretion to extend the agreement for two (2) additional one (1) year option periods for a total term of five (5) years commencing on the date of MTECC's issuance of a Notice to Proceed.

**ARTICLE III
COMPENSATION**

1. MTECC agrees to pay CONTRACTOR compensation as specified in the CONTRACT DOCUMENTS the total not-to-exceed amount of five million dollars (\$5,000,000) over the full term of the Agreement. MTECC shall request Contractor's services on an as needed basis. Individual Work Orders will be issued pursuant to the terms and conditions of the Agreement.

2. MTECC, during any fiscal year, shall not expend money, incur any liability or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void and no money may be paid on such contract.

**ARTICLE IV
NOTICES**

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, email transmission, express delivery service or hand delivery, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

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Attn: _____

MTECC:

Metro Transportation Engineering and
Construction Cooperative
Trade Centre South
100 W. Cypress Creek Road, Suite 650
Fort Lauderdale, FL 33309
Attn: Mr. Lowell R. Clary

WITH COPY TO:

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Construction Cooperative
Trade Centre South
100 W. Cypress Creek Road, Suite 650
Fort Lauderdale, FL 33309
Attn: Mr. Matthew Pearl, General Counsel

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METRO TRANSPORTATION
ENGINEERING AND
CONSTRUCTION
COOPERATIVE

By

LOWELL CLARY
INTERIM EXECUTIVE DIRECTOR

VICE MAYOR ANDREA MCGEE, CHAIR

_____ DAY OF _____, 2023

Approved as to form by:

CHRISTOPHER BROSS
Contracting Officer

Matthew Pearl, General Counsel

ATTEST:

CTS ENGINEERING, INC.

WITNESS

PRESIDENT OR VICE-PRESIDENT

_____ DAY OF _____, 2023

(Corporate Seal)



**METRO TRANSPORTATION ENGINEERING
AND CONSTRUCTION COOPERATIVE**

AGREEMENT NO. 23-02 (C)

BETWEEN

METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE

AND

KIMLEY-HORN AND ASSOCIATES, INC.

FOR

GENERAL DESIGN AND ENGINEERING SERVICES

AGREEMENT NO. 23-02(C)

BETWEEN

**METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION
COOPERATIVE**

AND

KIMLEY-HORN AND ASSOCIATES, INC.

FOR

GENERAL DESIGN AND ENGINEERING SERVICES

This is an Agreement, by and between METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE, hereinafter referred to as "MTECC"

AND

KIMLEY-HORN AND ASSOCIATES, INC., a _____, authorized to and doing business in the State of Florida, hereinafter referred to as "CONTRACTOR."

RECITALS

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**ARTICLE III
COMPENSATION**

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2. MTECC, during any fiscal year, shall not expend money, incur any liability or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void and no money may be paid on such contract.

**ARTICLE IV
NOTICES**

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WITH COPY TO:

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ENGINEERING AND
CONSTRUCTION
COOPERATIVE

By

LOWELL CLARY
INTERIM EXECUTIVE DIRECTOR

VICE MAYOR ANDREA MCGEE, CHAIR

_____ DAY OF _____, 2023

Approved as to form by:

CHRISTOPHER BROSS
Contracting Officer

Matthew Pearl, General Counsel

ATTEST:

KIMLEY-HORN AND ASSOCIATES, INC.

WITNESS

PRESIDENT OR VICE-PRESIDENT

_____ DAY OF _____, 2023

(Corporate Seal)



**METRO TRANSPORTATION ENGINEERING
AND CONSTRUCTION COOPERATIVE**

AGREEMENT NO. 23-02 (D)

BETWEEN

METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE

AND

MARLIN ENGINEERING, INC.

FOR

GENERAL DESIGN AND ENGINEERING SERVICES

AGREEMENT NO. 23-02(D)

BETWEEN

**METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION
COOPERATIVE**

AND

MARLIN ENGINEERING, INC.

FOR

GENERAL DESIGN AND ENGINEERING SERVICES

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AND

MARLIN ENGINEERING, INC., a _____, authorized to and doing business in the State of Florida, hereinafter referred to as "CONTRACTOR."

RECITALS

A Request for Qualifications was advertised by MTECC as RFQ No. 23-02, for GENERAL DESIGN AND ENGINEERING SERVICES, and CONTRACTOR was determined to be among the most qualified responsive and responsible respondents;

NOW, THEREFORE, IN CONSIDERATION of the promises, mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree to the Agreement as follows:

**ARTICLE I
SERVICES**

CONTRACTOR covenants and agrees to perform all services and other obligations of CONTRACTOR set forth in the Contract Documents, as defined in the RFQ. The Contract Documents are hereby incorporated and made a part of this Agreement by this reference.

**ARTICLE II
TERM**

The period of performance shall be for an initial term of three (3) years, with MTECC'S sole discretion to extend the agreement for two (2) additional one (1) year option periods for a total term of five (5) years commencing on the date of MTECC's issuance of a Notice to Proceed.

**ARTICLE III
COMPENSATION**

1. MTECC agrees to pay CONTRACTOR compensation as specified in the CONTRACT DOCUMENTS the total not-to-exceed amount of five million dollars (\$5,000,000) over the full term of the Agreement. MTECC shall request Contractor's services on an as needed basis. Individual Work Orders will be issued pursuant to the terms and conditions of the Agreement.

2. MTECC, during any fiscal year, shall not expend money, incur any liability or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void and no money may be paid on such contract.

**ARTICLE IV
NOTICES**

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, email transmission, express delivery service or hand delivery, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

CONTRACTOR:

Attn: _____

MTECC:

Metro Transportation Engineering and
Construction Cooperative
Trade Centre South
100 W. Cypress Creek Road, Suite 650
Fort Lauderdale, FL 33309
Attn: Mr. Lowell R. Clary

WITH COPY TO:

Metro Transportation Engineering and
Construction Cooperative
Trade Centre South
100 W. Cypress Creek Road, Suite 650
Fort Lauderdale, FL 33309
Attn: Mr. Matthew Pearl, General Counsel

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature:

ATTEST:

METRO TRANSPORTATION
ENGINEERING AND
CONSTRUCTION
COOPERATIVE

By

LOWELL CLARY
INTERIM EXECUTIVE DIRECTOR

VICE MAYOR ANDREA MCGEE, CHAIR

_____ DAY OF _____, 2023

Approved as to form by:

CHRISTOPHER BROSS
Contracting Officer

Matthew Pearl, General Counsel

ATTEST:

MARLIN ENGINEERING, INC.

WITNESS

PRESIDENT OR VICE-PRESIDENT

_____ DAY OF _____, 2023

(Corporate Seal)



**METRO TRANSPORTATION ENGINEERING
AND CONSTRUCTION COOPERATIVE**

AGREEMENT NO. 23-02 (E)

BETWEEN

METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE

AND

STANLEY CONSULTANTS INC.

FOR

GENERAL DESIGN AND ENGINEERING SERVICES

AGREEMENT NO. 23-02(E)

BETWEEN

**METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION
COOPERATIVE**

AND

STANLEY CONSULTANTS INC.

FOR

GENERAL DESIGN AND ENGINEERING SERVICES

This is an Agreement, by and between METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE, hereinafter referred to as "MTECC"

AND

STANLEY CONSULTANTS INC., a _____, authorized to and doing business in the State of Florida, hereinafter referred to as "CONTRACTOR."

RECITALS

A Request for Qualifications was advertised by MTECC as RFQ No. 23-02, for GENERAL DESIGN AND ENGINEERING SERVICES, and CONTRACTOR was determined to be among the most qualified responsive and responsible respondents;

NOW, THEREFORE, IN CONSIDERATION of the promises, mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree to the Agreement as follows:

**ARTICLE I
SERVICES**

CONTRACTOR covenants and agrees to perform all services and other obligations of CONTRACTOR set forth in the Contract Documents, as defined in the RFQ. The Contract Documents are hereby incorporated and made a part of this Agreement by this reference.

**ARTICLE II
TERM**

The period of performance shall be for an initial term of three (3) years, with MTECC'S sole discretion to extend the agreement for two (2) additional one (1) year option periods for a total term of five (5) years commencing on the date of MTECC's issuance of a Notice to Proceed.

**ARTICLE III
COMPENSATION**

1. MTECC agrees to pay CONTRACTOR compensation as specified in the CONTRACT DOCUMENTS the total not-to-exceed amount of five million dollars (\$5,000,000) over the full term of the Agreement. MTECC shall request Contractor's services on an as needed basis. Individual Work Orders will be issued pursuant to the terms and conditions of the Agreement.

2. MTECC, during any fiscal year, shall not expend money, incur any liability or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void and no money may be paid on such contract.

**ARTICLE IV
NOTICES**

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, email transmission, express delivery service or hand delivery, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

CONTRACTOR:

Attn: _____

MTECC:

Metro Transportation Engineering and
Construction Cooperative
Trade Centre South
100 W. Cypress Creek Road, Suite 650
Fort Lauderdale, FL 33309
Attn: Mr. Lowell R. Clary

WITH COPY TO:

Metro Transportation Engineering and
Construction Cooperative
Trade Centre South
100 W. Cypress Creek Road, Suite 650
Fort Lauderdale, FL 33309
Attn: Mr. Matthew Pearl, General Counsel

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature:

ATTEST:

METRO TRANSPORTATION
ENGINEERING AND
CONSTRUCTION
COOPERATIVE

By

LOWELL CLARY
INTERIM EXECUTIVE DIRECTOR

VICE MAYOR ANDREA MCGEE, CHAIR

_____ DAY OF _____, 2023

Approved as to form by:

CHRISTOPHER BROSS
Contracting Officer

Matthew Pearl, General Counsel

ATTEST:

STANLEY CONSULTANTS INC.

WITNESS

PRESIDENT OR VICE-PRESIDENT

_____ DAY OF _____, 2023

(Corporate Seal)

RESOLUTION NO. 2023-6

A RESOLUTION OF THE BOARD OF THE METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE (MTECC) APPROVING AGREEMENT NO. 23-02 FOR GENERAL DESIGN AND ENGINEERING SERVICES WITH FIVE RECOMMENDED FIRMS INCLUDING: CHA CONSULTING, INC.; CTS ENGINEERING, INC.; KIMLEY-HORN AND ASSOCIATES, INC.; MARLIN ENGINEERING, INC.; AND STANLEY CONSULTING INC.; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, MTECC issued RFQ No. 23-02, soliciting general design and engineering services; and

WHEREAS, the advertisement was for the award of multiple indefinite delivery/indefinite quantity (IDIQ) task work order based agreements, with a base term of three years with MTECC's sole option to extend the agreements for two additional one-year periods, with a not to exceed amount of five million dollars per agreement over the full five year term; and

WHEREAS, on June 14, 2023, MTECC received five (5) Proposals from CHA Consulting, Inc.; CTS Engineering, Inc.; Kimley-Horn and Associates, Inc.; Marlin Engineering, Inc.; and Stanley Consultants Inc.; and

WHEREAS, on June 22, 2023, the Evaluation Selection Committee (ESC), comprised of staff members from the cities of Deerfield Beach, Hallandale Beach, Hollywood, Plantation and Pembroke Pines, met publicly to discuss and evaluate the Proposals received; and

WHEREAS, on June 29, 2023, the five Proposers gave Oral Presentations and responded to questions from the ESC; and

WHEREAS, based on the final scoring and ranking results, the ESC recommends award to (in alphabetical order) CHA Consulting, Inc., CTS Engineering, Inc, Kimley-Horn and Associates, Inc., Marlin Engineering, Inc. and Stanley Consultants Inc.

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

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

confirmed.

Section 2. Agreements Approved. That the Board approves agreements with CHA Consulting, Inc., CTS Engineering, Inc, Kimley-Horn and Associates, Inc., Marlin Engineering, Inc. and Stanley Consultants Inc. for the provision of general design and engineering services for an amount not to exceed \$5,000,000.00 per agreement, in substantially the form attached hereto as Exhibit A (the "Agreement").

Section 3. Implementation. That the Executive Director is hereby authorized to take any and all actions necessary to implement the purposes of this Agreement, including but not limited to the issuance of task work orders within the Board approved budgeted amounts.

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

ADOPTED this_day of _____, 2023.

METRO TRANSPORTATION ENGINEERING AND
CONSTRUCTION COOPERATIVE

By _____
Chair

Attest:

By _____
Executive Director



**Metro Trans Engineering & Construction
Cooperative (MTECC)
Meeting Date: 07/13/2023**

2.

REQUESTED ACTION:

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

WHAT THIS ACTION ACCOMPLISHES:

Approval of this contract will provide MTECC with a part-time Executive Director for the period July 2023 through September 2024.

SUMMARY EXPLANATION/BACKGROUND:

Mr. Lowell R. Clary has been serving as the Interim Executive Director for MTECC since the startup of the entity in September 2022. This action provides the extension of Mr. Clary's services for an additional 15 months to help ensure a smooth startup for MTECC as the organization moves forward with the first MTECC projects being delivered on behalf of MTECC members in this time period. This will also provide continued coordination with current MTECC members, prospective new MTECC members and funding partners to provide a solid basis for the future operations of MTECC. During this time period Mr. Clary and the MTECC Board will review the operations, consider longer-term needs of MTECC and the Executive Director role and responsibilities to build a strong organization to ensure the continued viability of MTECC in support of MTECC members.

The Executive Director services are broken into two parts as follows:

• General Executive Director Services

Task 1 – Support the MTECC Board including preparing for and attending MTECC Board meetings.

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.

Task 3 – General Coordination with MTECC members, partners and the public for overall MTECC activities and services.

Task 4 – Direction and Management of MTECC General Program Management Engineering Consultant (PMC) general task work order activities.

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

Compensation - Clary Consulting will be paid a monthly amount of \$5,000.00 for the part-time Executive Director services starting July 1, 2023. This amount is consistent with the approved

budget for fiscal year 22-23 and the proposed budget for fiscal year 23-24.

- **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 – this will include all major elements directly chargeable to a project such as managing the project consultants, coordination with the MTECC member and funding partner, meeting grant requirements, project implementation and close out, and other key project activities.

Compensation – Each project will include a task order for services required for that project that will be included in the proposed Project Budget that is reviewed and approved by the MTECC member and the MTECC Board prior to implementation.

Termination Provision – Either party may terminate the relationship with a 90-day advance notice without cause.

MTECC STAFF RECOMMENDATION(S):

No recommendation. This is for discussion and a decision by the MTECC Board as the Executive Director serves at the pleasure of the MTECC Board.

ADDITIONAL INFORMATION/PREPARER:

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

Attachments

Resolution Exec. Director Agreement
Executive Director Agreement

RESOLUTION NO. 2023-7

**A RESOLUTION OF THE BOARD OF THE METRO TRANSPORTATION
ENGINEERING AND CONSTRUCTION COOPERATIVE (MTECC)
APPROVING AN AGREEMENT WITH LOWELL CLARY THROUGH CLARY
CONSULTING COMPANY AS INTERIM EXECUTIVE DIRECTOR; AND
PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.**

WHEREAS, the Interlocal Agreement For The Metro Transportation Engineering and Construction Cooperative, as amended and restated by the Founding Members, establishes the position of an Executive Director to serve as the principle administrative officer of MTECC; and

WHEREAS, the Board appointed Lowell Clary as MTECC Interim Executive Director; and

WHEREAS, the Board desires to approve an Executive Director Services Agreement with Clary Consulting Company.

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

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

Section 2. Agreement Approved. That the Executive Director Services Agreement with Clary Consulting Company, in substantially the form attached hereto, is hereby approved.

Section 3. Implementation. That the Chair of the MTECC Board is hereby authorized to execute the Executive Director Services Agreement.

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

ADOPTED this _day of _____, 2023.

METRO TRANSPORTATION ENGINEERING AND
CONSTRUCTION COOPERATIVE

By _____
Chair

Attest:

By .

Executive Director



www.claryconsulting.com

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