

Exhibit K

**EMPLOYMENT AGREEMENT
BY AND BETWEEN**

GREGORY STUART

AND THE

BROWARD METROPOLITAN PLANNING ORGANIZATION

THIS EMPLOYMENT AGREEMENT, ("Agreement") made and entered into on the 28th day of MAY, 2010, by and between **GREGORY STUART** hereinafter called the "Employee") and the **BROWARD METROPOLITAN PLANNING ORGANIZATION** (hereinafter called the "BMPO").

WITNESSETH

The BMPO, an agency created pursuant to federal and state law, has determined to hire Employee as its Executive Director, and the Employee wishes to accept employment as the Executive Director of the BMPO under the terms and conditions set forth herein. The BMPO and Employee desire to provide for certain procedures and requirements regarding the employment of Employee by the BMPO.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the BMPO and Employee agree to the following:

SECTION 1. DUTIES

1.1 BMPO agrees to employ Employee as Executive Director of the BMPO to perform the duties and exercise the powers as provided by federal and state law, the BMPO Rules and Policies, and to perform such other legally permissible and proper duties and functions as assigned by the BMPO Board from time to time.

1.2 As Executive Director, Employee shall carry out the duties and responsibilities of the position. In addition, Employee shall perform, on behalf of the BMPO, such other duties customary to his position as may be set forth in the Rules of the BMPO or as may be reasonably designated by the BMPO Board and/or its Chairperson (provided that the Chairperson notifies the BMPO Board of such other duties after such duties are designated) from time to time.

1.3 Employee agrees to remain in the exclusive employ of the BMPO and shall devote all such time, attention, knowledge and skills necessary to faithfully perform his duties under this Agreement. Employee may, however, engage in educational and professional activities upon receipt of approval by the BMPO Board and/or its Chairperson. The Employee shall accept no other employment during his employment with the BMPO unless agreed to by the BMPO Board and/or its Chairperson (provided that the Chairperson notifies the BMPO Board of such other duties after such duties are designated).

SECTION 2. COMMENCEMENT

2.1 This Agreement shall commence on June 1, 2010, and continue for a period of two (2) years, unless terminated as provided in this Agreement. Employee shall be present and available to perform the duties and functions of BMPO Executive Director on a full time basis no later than June 1, 2010. In the event that Employee's employment with the BMPO terminates as a result of the expiration of the term of the Agreement, Employee shall not be entitled to receive Severance Pay; however, Employee shall be entitled to payment for accrued Paid Time Off "PTO" in accordance with BMPO policies which are applicable to non-bargaining unit employees at that time. However, in no event shall Employee's leave payout exceed 480 hours of accrued PTO.

2.2 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the BMPO Board to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3 of this Agreement.

SECTION 3. TERMINATION BY BMPO AND SEVERANCE PAY

3.1 In the event Employee is terminated by the BMPO Board prior to the end of this Agreement as set forth in Section 2.1 above, at such time that Employee is ready, willing, and able to perform his duties under this Agreement, the BMPO agrees to provide Employee with a lump sum cash payment equal to three (3) months of his then base salary, less federal and state withholding (the "Severance Pay"). In such event, the Employee shall also receive payment for any and all accrued PTO calculated at the rate of pay in effect upon termination in accordance with BMPO policies which are applicable to non-bargaining unit employees at that time. However, in no event shall Employee's leave payout exceed 480 hours of accrued PTO. Severance Pay (and pay for accrued PTO) shall be paid within 30 working days of termination. Provided that Subsection 3.2 is not applicable, the BMPO shall continue to offer access to medical coverage for Employee for six (6) months following the date of termination, in the same manner and basis as Employee is receiving at the time of termination pursuant to Subsection 5.3 below. After the payments and continued medical coverage, which are described above are made, the BMPO shall have no further financial obligation to the Employee.

3.2 In the event Employee is terminated because of a determination of conduct unbecoming a public official, including, but not limited to criminal conduct, the BMPO shall have no obligation to pay the Severance Pay designated in Subsection 3.1 above. If Employee's employment is terminated pursuant to this Subsection 3.2, then the BMPO shall pay to Employee within 30 working days of his termination only accrued PTO due to the Employee as of the date of termination in accordance with BMPO policies which are applicable to non-bargaining unit employees. However, in no event shall Employee's leave payout exceed 480 hours of accrued PTO. After the payment described in the immediately preceding sentence, the BMPO shall have no further financial obligation to Employee pursuant to this Agreement.

3.3 Should Employee be permanently disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of twelve (12) successive weeks beyond any accrued leave, the BMPO Board shall have the right to terminate this Agreement subject to the long-term disability benefits Employee may be entitled to based on BMPO Policy in effect at that time.

SECTION 4. TERMINATION BY EMPLOYEE

4.1 In the event that Employee voluntarily resigns his position, Employee shall give the BMPO at least sixty (60) days written notice prior to the effective date of such resignation. Employee shall not be entitled to receive Severance Pay; however, Employee shall be entitled to payment within thirty 30 working days of the effective date of his resignation for accrued PTO in accordance with BMPO policies which are applicable to non-bargaining unit employees at that time. However, in no event shall Employee's leave payout exceed 480 hours of accrued PTO.

SECTION 5. COMPENSATION

5.1 The initial annual salary of Employee shall be One Hundred Fifty Thousand Dollars (\$150,000.00) per year, which shall be payable in installments at the same time as other employees of the BMPO are paid.

5.2 Employee shall be entitled to receive the same cost of living increases as are granted to other non-bargaining unit BMPO employees, as granted from and after the effective date of this Agreement.

5.3 BMPO agrees to provide to Employee a benefit plan which includes health insurance, disability insurance, dental insurance and life insurance, etc. which shall be in the same manner as provided to other non-bargaining unit BMPO employees. Said payment shall also be in installments at the same time as payments of the annual base salary. Such additional payment is not intended to be in lieu of workers compensation, social security or unemployment compensation requirements of the BMPO.

5.4 In addition to salary increases granted pursuant to Subsection 5.2, the BMPO may evaluate the performance of the Employee to determine any modification to annual salary and/or benefits at least once annually, pursuant to the terms of Section 6 of this Agreement. Any such additional modification to said annual salary and/or benefits shall be based upon the results of the performance evaluation and other facts, and shall be at the BMPO's discretion.

SECTION 6. PERFORMANCE EVALUATION

6.1 The BMPO Board may review and evaluate the performance of the Employee at least once annually. Said review and evaluation shall be in accordance with any specific criteria developed jointly by the BMPO Board or the appropriate committee thereof and Employee. Said criteria may be added to or deleted from as the BMPO Board may from time to time determine, in consultation with the Employee.

6.2 The BMPO Board and Employee may define such goals and performance objectives which they determine are necessary for the proper operation of the BMPO Executive Director's Office and in attainment of the BMPO Board's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. The goals shall be attainable within the time limitations as specified and the appropriations provided.

6.3 In effecting the provisions of this Section, the BMPO Board and Employee mutually agree to abide by the provisions of applicable law.

SECTION 7. HOURS OF WORK

7.1 Employee agrees to remain in the exclusive employ of the BMPO and shall not accept any other employment during the term of this Agreement. This shall not preclude the Employee from engaging in part-time, weekend or vacation time activities, which do not interfere with the performance of his services to the BMPO, and in engaging in part-time consulting services for other persons if the performance of such services is first approved by the Chairperson of the BMPO Board. Employee further agrees to devote that amount of time and energy which is reasonably necessary for Employee to faithfully perform his duties and responsibilities as BMPO Executive Director under this Agreement.

7.2 It is recognized that the Employee must devote a great deal of time outside normal office hours to the business of the BMPO and, in recognition of that fact, the Employee's hours will be flexible within reasonable bounds.

SECTION 8. AUTOMOBILE / CELLULAR PHONE ALLOWANCE AND REIMBURSABLE EXPENSES

8.1 In lieu of mileage reimbursement for use of Employee's personal vehicle for BMPO business, the BMPO shall provide to the Employee a motor vehicle allowance of \$500.00 per month, payable in equal portions along with the Employee's regular paycheck, so as to assist Employee in performing services for the BMPO as the BMPO Executive Director, except that travel by Employee on BMPO business beyond the Broward, Dade or Palm Beach County areas shall be reimbursed additionally in accordance with the BMPO's policy for mileage reimbursement. Employee shall be responsible for any employee payroll taxes imposed upon this Vehicle allowance benefit in accordance with applicable law.

8.2 As the BMPO's Executive Director, the Employee shall be entitled to reimbursement for use of Employee's personal cellular phone for BMPO business in an amount not to exceed \$125.00 per month.

8.3 The BMPO will reimburse the Executive Director for expenses reasonably incurred by him for travel, lodging, meals, entertainment, and out of pocket expenses in connection with BMPO business, subject to compliance with the policies and guidelines of BMPO, federal and state law, including requirements relating to documentation.

SECTION 9. INDEMNIFICATION

9.1 BMPO shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope and performance of duties as BMPO Executive Director. Said indemnification shall extend beyond termination of employment, and the otherwise expiration of this Agreement.

SECTION 10. PERSONAL LEAVE

10.1 Employee shall be entitled to Paid Time Off in the same manner and subject to the same rules as provided to other non-bargaining unit BMPO employees in accordance with the BMPO Personnel Manual. In addition, Employee shall be credited with ten (10) days of paid leave, which Employee may use within one year of the effective date of this Agreement. Any of those ten (10) days of paid leave that are not used in that period will be forfeited by Employee. During the initial year of employment, Employee shall not use more than one week at a time of such paid leave without prior approval of the Chairperson of the BMPO Board. Thereafter, Employee shall not use more than two consecutive weeks of Paid Time Off without prior approval of the Chairperson of the BMPO Board. Employee shall be entitled to a payout of his accrued but unused Paid Time Off upon his termination of employment in accordance with Sections 3 and 4 of this Agreement.

SECTION 11. PROFESSIONAL DEVELOPMENT

11.1 Subject to BMPO policy and state law, the BMPO agrees to pay the reasonable professional dues and subscriptions of Employee necessary for his continuation and participation as a member in national, regional, state, and local professional associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the BMPO.

11.2 Subject to BMPO policy and state law, the BMPO agrees to pay the travel and subsistence expenses of Employee for travel to local, state, and national annual conferences.

11.3 BMPO shall pay Employee's membership for professional organizations, with each membership being subject to annual BMPO budget requirements, including;

- (a) American Planning Organization;
- (b) Transportation Research Board; and
- (c) Membership in other entities as approved by the Chairperson of the BMPO Board.

SECTION 12. PENSION PLAN

12.1 Employee shall be a member of the Florida Retirement System (“FRS”) and shall be entitled to participate in FRS in the same manner and subject to the same rules as provided to other non-bargaining unit BMPO employees in accordance with the BMPO Personnel Manual.

SECTION 13. NOTICE

13.1 Notices pursuant to this Agreement shall be given by Certified Mail, return receipt requested, through United States Postal Service delivery, addressed as follows:

For BMPO

Broward Metropolitan Planning Organization
Governmental Center, Suite 329H
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

With a copy to:

Alan L. Gabriel, Esq.
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301

Employee Gregory Stuart
4131 Bayview Drive
Fort Lauderdale, Florida 33308

Such addresses may be changed by either respective party at any time by giving thirty (30) days prior written notice as herein provided.

SECTION 14. RULES OF CONDUCT

14.1 The Executive Director shall be governed by the rules of conduct, policies and directives from time to time adopted by the BMPO on the same basis as other BMPO employees.

SECTION 15. OTHER TERMS AND CONDITIONS

15.1 If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

15.2 The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

15.3 This Agreement contains the entire agreement of the parties. It may not be changed orally, but only by an amendment in writing signed by the parties hereto.

15.4 This Agreement shall be governed by Florida law, and any dispute, claim or controversy which may arise from this Agreement, the employment relationship between the Employee and the BMPO, and/or the termination of such relationship shall be resolved through binding arbitration in Broward County, Florida. Arbitration under this provision shall be conducted by a single arbitrator in accordance with the then current rules for resolution of employment disputes of the Federal Mediation and Conciliation Service.

15.5 In any dispute which may arise from this Agreement, the employment relationship between the Employee and the BMPO, and/or the termination of such relationship, the prevailing party shall be entitled to recover its/his reasonable attorneys' fees and arbitration costs.

15.6 This Agreement supersedes and replaces any prior employment agreement or any understanding of employment terms between the parties.

15.7 Any calculations or computations required herein shall be made by the BMPO Executive Director or his/her designee.


**[REMAINING PORTION OF THIS PAGE IS INTENTIONALLY
LEFT BLANK. SIGNATURE PAGE FOLLOWS.]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed, in duplicate, on the day and year first written above.

BMPO

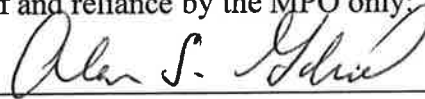
ATTEST:

BROWARD METROPOLITAN PLANNING ORGANIZATION

By: 
Daniel J. Stermer, Chairperson

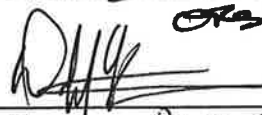
28th day of May, 2010.

Approved as to form and legal sufficiency for the use of and reliance by the MPO only:

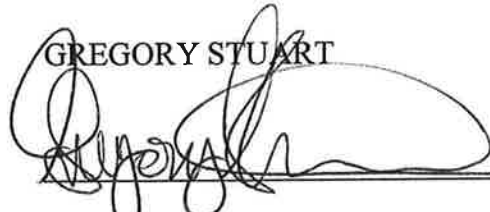

Alan L. Gabriel, Esq.
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.

Witnesses:


Print Name: 


Print Name: DANIEL J. STERMER

EMPLOYEE:

GREGORY STUART

Date: 5/28/10