



TPA EXECUTIVE COMMITTEE MEETING AGENDA

DATE: **Thursday, July 14, 2022**
TIME: **2:00 p.m.**
PLACE: **301 Datura Street | West Palm Beach, FL 33401**

Attendees may not enter the TPA workplace if in the previous 5 days, they have tested positive for COVID-19, exhibited symptoms of COVID-19, or been in close contact with someone with COVID-19 and are unvaccinated.

To promote awareness of multimodal options for in-person attendance, a map of transportation facilities and services around the TPA Office is provided on page 3.

Members of the public can also join the meeting virtually in the following ways:

- Via Zoom app using Webinar ID: 882-1419-1999 and Password: 709515
- Via web browser at PalmBeachTPA.org/Exec-Meeting
- Via phone at 1-646-558-8656 using the above Webinar ID and Password
- View a live simulcast at PalmBeachTPA.org/LIVE

Please call 561-725-0800 or e-mail info@PalmBeachTPA.org for assistance joining the virtual meeting.

1. REGULAR ITEMS

- A. Call to Order and Roll Call
- B. Modifications to the Agenda
- C. Review the Committee's Charge

Pursuant to TPA Operating Procedures Section 2.F, the Executive Committee shall:

1. Meet annually to review and recommend updates to the TPA's Strategic Plan for consideration by the Governing Board;
2. Meet as necessary to review and recommend content related to other TPA initiatives (e.g., the 561 Mobility Plan, the Vision Zero Action Plan, transportation surtax funding strategies, and other plans and strategies) for consideration by the Governing Board;
3. Meet as necessary to review and recommend updates to TPA policies and procedures as requested by the Executive Director;
4. Meet as necessary to participate in TPA procurement selection committees as requested by the Executive Director;
5. Meet as necessary to facilitate the process of hiring a new Executive Director, including but not limited to refining the job profile, evaluating candidates, recommending a candidate, negotiating an employment agreement for Board consideration, and recommending an interim director for Board consideration; and
6. Undertake other tasks as may be assigned by the Governing Board.

D. General Public Comments

Members of the public are invited to offer comments or questions as follows:

- A written comment may be submitted at PalmBeachTPA.org/Exec-Comment at any time prior to the commencement of the relevant agenda item.
- A verbal comment may be provided by a virtual attendee using the raise hand feature in the Zoom platform.
- A verbal comment may be provided by an in-person attendee submitting a comment card available at the welcome table.

Note that the Chair may limit comments to 3 minutes or less depending on meeting attendance.

E. MOTION TO APPROVE Meeting Minutes from June 6, 2022

2. ACTION ITEMS

A. MOTION TO RECOMMEND APPOINTMENT of _____ as the TPA Executive Director

During the June 6, 2022, Executive Committee meeting, Mayor Flores and TPA Consultant Bob Slavin were tasked with conducting preliminary interviews with qualified candidates for the Executive Director position to provide the committee with a short list for second interviews.

Members will be given the opportunity to question each of the potential candidates. Candidates will appear virtually and will be allocated 20 minutes of interview time. Cover letters and resumes are attached for the following individuals:

1. Ronnie Blackshear (Interview at 2:15 p.m.)
2. Valerie Neilson (Interview at 2:45 p.m.)
3. Chandra "Chad" Parasa (Interview at 3:15 p.m.)

B. MOTION TO RECOMMEND APPROVAL of an Employment Agreement with _____ as the TPA Executive Director

TPA General Counsel has provided the attached memo outlining the list of terms and conditions to be considered in the final Executive Director Employment Agreement. The draft employment agreement is attached and has been reviewed for legal sufficiency.

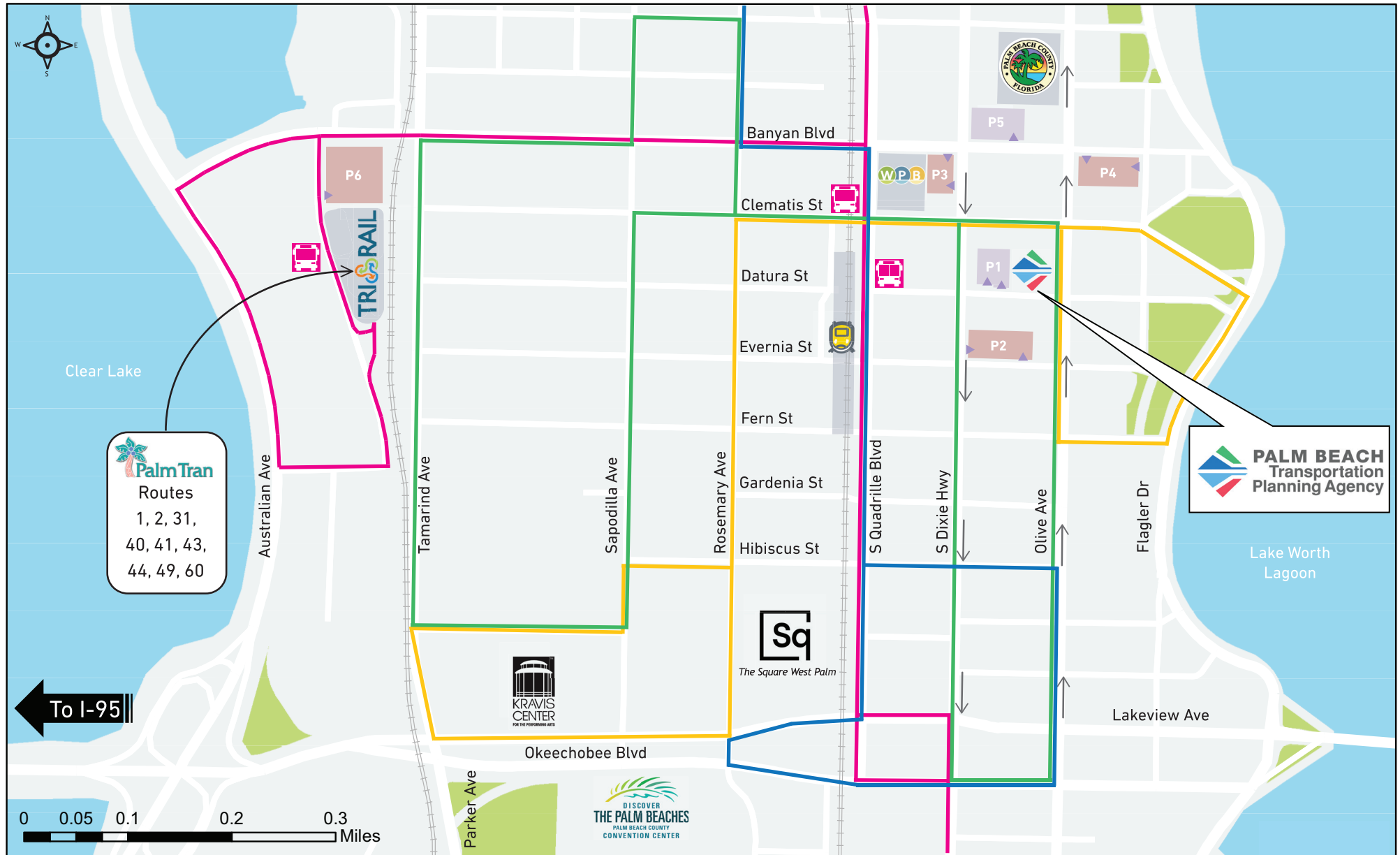
Following committee discussion, a motion to recommend approval of an employment agreement is requested and will be added to the July 21, 2022, Governing Board agenda as an Action Item.

3. INFORMATION ITEMS

There are no information items on this agenda.

4. ADMINISTRATIVE ITEMS

- A. Comments from the Chair and Member Comments
- B. Next Meeting – **August 8, 2022**
- C. Adjournment



Public Parking

Private Parking

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(free with Handicap placard up to 4 hours)



Palm Tran Bus Stop

Palm Tran Route 1



Yellow Trolley

Green Trolley

Blue Trolley



brightline

GoBrightline.com
Brightline Station



Free on-demand rides around
West Palm Beach & Palm Beach
7 days a week. Download the
app to ride.



Robert S. Weinroth, Mayor
TPA Chair
Palm Beach County

Chelsea S. Reed, Mayor
TPA Vice Chair
City of Palm Beach Gardens

Joel Flores, Mayor
At Large Member
City of Greenacres

Maria Marino, Commissioner
At Large Member
Palm Beach County

Michael J. Napoleone, Councilman
At Large Member
Village of Wellington

Paul Gougelman, Esq.
TPA General Counsel
Non-Voting Advisory

NOTICE

This is a meeting of the Palm Beach MPO doing business as the Palm Beach Transportation Planning Agency.

In accordance with Section 286.0105, *Florida Statutes*, if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings, and that, for such purposes, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status. Persons who require a printed copy of the agenda package, require special accommodations under the Americans with Disabilities Act or require translation services for a meeting (free of charge) must call 561-725-0800 or send email to Info@PalmBeachTPA.org at least five business days in advance. Hearing impaired individuals are requested to telephone the Florida Relay System at #711.



**OFFICIAL MEETING MINUTES OF THE
PALM BEACH TRANSPORTATION PLANNING AGENCY (TPA)
EXECUTIVE COMMITTEE**

June 6, 2022

301 Datura Street, West Palm Beach, FL 33401
Meeting was also conducted virtually via Zoom.

These minutes are a summary of the meeting events and may not reflect all discussion that occurred. PDF versions of the agenda, backup material and presentations as well as audio and video recordings are available for review at PalmBeachTPA.org/Executive-Committee

1. REGULAR ITEMS

1.A. Call to Order and Roll Call

CHAIR WEINROTH called the meeting to order at 2:00 p.m.

The recording secretary called the roll. A quorum was present in-person as depicted in the table below.

Member	Attendance	Member	Attendance
Joel Flores	P	Chelsea Reed	A
Maria Marino	A	Robert Weinroth	P
Michael Napoleone	P		

P = Present A = Absent

1.B. APPROVED: June 6, 2022 Agenda

CHAIR WEINROTH noted Commissioner Marino requested permission to participate remotely as she was under the weather.

There were no objections to her virtual participation.

CHAIR WEINROTH noted staff requested the agenda be reordered to hear Information Item 3.A before the action items to accommodate the presenter.

MOTION to Approve the Modified Agenda for June 6, 2022 made by Councilman Napoleone, seconded by Commissioner Marino, and carried unanimously 4-0 as depicted in the table below.

Member	Vote	Member	Vote
Joel Flores	Y	Chelsea Reed	A
Maria Marino	Y	Robert Weinroth	Y
Michael Napoleone	Y		

Y = Yes N = No A = Absent ABST = Abstain

1.C. Review the Committee's Charge

CHAIR WEINROTH stated pursuant to TPA Operating Procedures Section 2.2.F.1, the Executive Committee shall meet annually to review and recommend updates to the TPA's Strategic Plan for consideration by the Governing Board.

1.D. General Public Comments

There were no general public comments received.

1.E. Comments from the Chair and Member Comments

There were no comments received.

1.F. Interim Executive Director's Report

VALERIE NEILSON, TPA Interim Executive Director, provided a presentation, which can be viewed at PalmBeachTPA.org/Executive-Committee.

COMMISSIONER MARINO stated she was available to participate in the Peer Exchange with Austin, TX.

1.G. APPROVED Meeting Minutes from May 3, 2022

MOTION to Approve Meeting Minutes made by Mayor Flores, seconded by Councilman Napoleone, and carried unanimously 4-0 as depicted in the table below.

Member	Vote	Member	Vote
Joel Flores	Y	Chelsea Reed	A
Maria Marino	Y	Robert Weinroth	Y
Michael Napoleone	Y		

Y = Yes N = No A = Absent ABST = Abstain

3. INFORMATION ITEMS**3.A. DISCUSSED: Executive Director Recruitment Update**

BOB SLAVIN, TPA Consultant from Slavin Management Consultants, provided an update on the status of the Executive Director job search. He stated eight (8) applications had been received with seven (7) of them meeting the minimum standard to move forward with preliminary interviews.

There were no public comments on this item.

Member discussion ensued on a brief background of the individuals, next steps, and request for a volunteer to conduct preliminary virtual interviews to create a short list of applicants to move forward with more formal interviews before the full Executive Committee.

Mayor Flores self-nominated himself to participate in the preliminary interview process, seconded by Councilman Napoleone, and carried unanimously 4-0 as depicted in the table below.

Member	Vote	Member	Vote
Joel Flores	Y	Chelsea Reed	A
Maria Marino	Y	Robert Weinroth	Y
Michael Napoleone	Y		

Y = Yes N = No A = Absent ABST = Abstain

CHAIR WEINROTH directed Mr. Slavin to provide an update during the TPA Board's June 16, 2022 meeting on the current status based on preliminary interviews. He expressed the committee's desire to have this process closed out by the July 21, 2022 TPA Board meeting.

BOB SLAVIN requested Executive Committee approval to complete background checks on the potential applicants to help expedited the hiring process.

MOTION to Approve Slavin Management Consultants to execute background checks in an amount not to exceed \$500 per candidate made by Councilman Napoleone, seconded by Mayor Flores, and carried unanimously 4-0 as depicted in the table below.

Member	Vote	Member	Vote
Joel Flores	Y	Chelsea Reed	A
Maria Marino	Y	Robert Weinroth	Y
Michael Napoleone	Y		

Y = Yes N = No A = Absent ABST = Abstain

2. ACTION ITEMS

2.A. **APPROVED: Authorization of the Interim Executive Director to fill Vacancy**

VALERIE NEILSON requested authorization to hire a Planner I on the Program Development team to fill a recent vacancy that was promoted. She noted the job description was provided in the agenda packet.

There was no discussion or public comments on this item.

MOTION to Approve Authorization of the Interim Executive Director to fill Vacancy made by Councilman Napoleone, seconded by Mayor Flores, and carried unanimously 4-0 as depicted in the table below.

Member	Vote	Member	Vote
Joel Flores	Y	Chelsea Reed	A
Maria Marino	Y	Robert Weinroth	Y
Michael Napoleone	Y		

Y = Yes N = No A = Absent ABST = Abstain

2.B. **RECOMMENDED UPDATES: for the TPA's Fiscal Year (FY) 23 Strategic Plan**

VALERIE NEILSON provided a presentation, which can be viewed at PalmBeachTPA.org/Executive-Committee. Valerie stated the Strategic Plan serves to focus the TPA's priorities for the current year. She reviewed the progress made for the FY 22 cycle and the suggested updates for the FY 23 cycle. She noted the changes were reflected in strikethrough/underline format. She stated staff would take the committee's feedback to refine the Plan and present it during the July meeting cycles for review and formal adoption.

There were no public comments on this item.

Member discussion ensued on the suggested updates to the Plan: Goal 1.C - clarification on what constituted as an event participant and respondent; Goal 1.E - staff was encouraged to proactively reach out to local municipalities and partner agencies to offer to present TPA initiatives; Goal 2.B - next steps for mobility vision multimodal corridor studies; Goal 3.B - edit to track status of discretionary grant applications supported; Goal 5.C - opportunities for mobility options instructional videos; and Goal 6.B - to provide a member training to supplement the proposed updated handbook and onboarding video.

CHAIR WEINROTH requested TPA General Counsel to compile a report for the next Executive Committee meeting on the maximum number of TPA Board members allowable and the next steps required if they wished to increase the membership.

MOTION to Recommend Updates for the TPA's FY 23 Strategic Plan made by Mayor Flores, seconded by Commissioner Marino, and carried unanimously 4-0 as depicted in the table below.

Member	Vote	Member	Vote
Joel Flores	Y	Chelsea Reed	A
Maria Marino	Y	Robert Weinroth	Y
Michael Napoleone	Y		

Y = Yes N = No A = Absent ABST = Abstain

4. ADMINISTRATIVE ITEMS

4.A. Next Meeting – July 13, 2022

4.B. Adjournment

There being no further business, the Chair declared the meeting adjourned at 3:01 p.m.

This signature is to attest that the undersigned is the Chair, or a designated nominee, of the TPA Executive Committee and that the information provided herein is the true and correct Minutes for the June 6, 2022, meeting of the Committee, dated this 13th day of July 2022.

Chair Robert S. Weinroth
Palm Beach County Mayor

EXHIBIT A
TPA Executive Committee
Attendance Record

Representative Local Government	Dec '21	Mar '22	Apr '22	May '22	Jun '22
Robert Weinroth, Mayor – TPA CHAIR Palm Beach County	P	P	P	P	P
Chelsea Reed, Vice Mayor – TPA VICE CHAIR City of Palm Beach Gardens	P	P	P	P	E
Joel Flores, Mayor City of Greenacres	P	P	P	P	P
Maria Marino, Commissioner Palm Beach County	P	P	P	P	P
Michael Napoleone, Councilman Village of Wellington	P	P	P	P	P

*** New Appointment

P - Representative Present

ALT- Alternate Present

E - Excused

A - Absent

OTHERS PRESENT

Matthew Masa
Melissa Murray
Valerie Neilson
Margarita Pierce
Cassidy Sparks
Andrew Uhler
Amanda Williams
Bob Slavin
Paul Gougelman

REPRESENTING

Palm Beach TPA
Palm Beach TPA
Palm Beach TPA
Palm Beach TPA
Palm Beach TPA
Palm Beach TPA
Palm Beach TPA
Palm Beach TPA
Palm Beach TPA – Slavin Management Consultants
Palm Beach TPA – Weiss Serota et al.

RONNIE BLACKSHEAR

PERSONAL

Address:

Contact:

EDUCATION

JD
Barry University School of Law, Orlando, Florida

B.S., Computer Science and Urban Studies (Planning)
Ball State University, Muncie, Indiana

SUMMARY OF RELATED EXPERIENCE

2020 - 2020	<u>PASCO METROPOLITAN PLANNING ORGANIZATION</u> New Port Richey, Florida MPO Executive Director
2014 - 2020	<u>POLK COUNTY OFFICE OF PLANNING AND DEVELOPMENT</u> Bartow, Florida Long Range Planning Director
2004 - 2014	<u>HILLSBOROUGH COUNTY DEVELOPMENT SERVICES</u> Tampa, Florida
2009 - 2014	Principal Planner
2004 - 2009	Principal Planner - Zoning
2002 - 2004	<u>HILLSBOROUGH METROPOLITAN PLANNING ORGANIZATION</u> Tampa, Florida Principal Planner
1998 - 2002	Law School
1986 - 1997	<u>PALM BEACH METROPOLITAN PLANNING ORGANIZATION</u> West Palm Beach, Florida Senior Transportation Planner
NA	<u>RINKER MATERIALS CORPORATION</u> West Palm Beach, Florida Systems Analyst

May 12, 2022

Robert E. Slavin, President
Slavin Management Consultants
Norcross, GA

Dear Mr. Slavin,

Attached is my resume for the position of Executive Director – Palm Beach Transportation Planning Agency. My extensive and diversified background, and combined 25-plus years experience in transportation, technology, economic development, government, law, current and long range planning, land use and zoning, and public administration is uniquely suited to the position. Moreover, I believe in defining a position, not just assuming the role of the position.

I possess a combination of technical and legal expertise, business savvy, negotiating skills, and the ability to supervise and manage people and multiple projects. The development of these skills has prepared me to effectively direct the day-to-day operations of the TPA; that is, managing staff, planning programs and activities, serving as a government liaison and directing Metropolitan Planning Organization (MPO) agency operations. I am familiar with MPO planning principles and practices being that I've worked for several MPOs for over 20 years. I began my MPO career with the Palm Beach TPA.

I have a strong foundation in understanding planning law, and local, state and federal rules and regulations. I possess training in conflict resolution, negotiation, and mediation which give me the ability to work with federal, state and local officials to ensure positive working relationships, maintain good community relations and strengthen the TPA's grassroots network.

I have extensive experience and knowledge of transportation planning, zoning and land use, development regulations and policy, and the ability to foresee the impacts of legislative policy (local, state and federal) on local transportation systems and relevant zoning and land use issues.

I have have developed and assisted in the development of multi-modal transportation plans and systems, and prepared state and federal grant applications, agreements and proposals. As a director, team leader and project manager, I have supervised people, projects, and participated in public speaking engagements.

Based on my understanding of the job responsibilities, plus the value I could bring to the TPA and my understanding of the market, my salary expectations would begin at \$175,000 per year.

I welcome the opportunity to meet with you at your convenience. If you have any questions or require any additional information, please contact me. Thank you for your consideration and I look forward to hearing from you.

Sincerely,

Ronnie Blackshear

RONNIE BLACKSHEAR

EDUCATION

Barry University School of Law, Orlando, FL [JD]
Summer Abroad Law Program
McGill University, Montreal, Quebec
Intellectual Property Summer Institute
Franklin Pierce Law Center, Concord, NH

Summer Abroad Law Program
Oxford University - Magdalen College, Oxford, England
Ball State University, Muncie, IN [B.S. (Double Major),
Computer Science, Urban Studies/Planning]
Florida State University, Askew School of Public
Administration – Certified Public/ Supervisory Manager

OBJECTIVE

Secure a challenging leadership position with a growing organization by applying my extensive and diversified experience, creative problem-solving abilities, and management skills to achieve optimum utilization of staff resources while providing superior customer service.

COMPUTER SKILLS

Programming, database management, presentation graphics, desktop publishing, spreadsheet analysis, word processing and systems development.

EXPERIENCE

MPO Executive Director, Pasco Metropolitan Planning Organization, New Port Richey, FL 3/20 – 9/20
Responsible for overseeing, directing, and supervising work of the Pasco Metropolitan Planning Organization (MPO) staff implementing the Unified Planning Work Program (UPWP), Transportation Improvement Program, Long Range Transportation Plan, Transit Development Plan, and Priority Transportation Projects.

Responsible for preparing project scopes of services, allocation of consultant and staff resources, and ensuring compliance with federal and state requirements under the MPO's Planning Program. Build, manage, and lead professional and support staff (i.e., hiring, training, guidance, and supervision) in the development of the MPO's work program and transportation planning products and services. Formulate transportation policies for consideration and adoption by the MPO Board and administer the Staff Services Agreement. Ensure compliance with the "3C" transportation planning process by 1) Serving as primary liaison to the MPO's federal and state partners and other stakeholders in the region; and 2) Overseeing the MPO's fiscal operations and financial health in collaboration with the Florida Department of Transportation (FDOT) ensuring funds received are properly managed; contractual obligations are fulfilled, the UPWP is performed, and administrative and personnel policies of the MPO and FDOT are fully implemented. Manage the MPO Board and Advisory Committees' meeting schedules and agendas.

Long Range Planning Director, Polk County Office of Planning and Development, Bartow, FL 1/14 – 2/20
Served as director of the Comprehensive Planning and Transportation Planning Organization (TPO) divisions. Led staff in administering Concurrency and Entitlements (Development, Infrastructure and Developer Contribution Credit Agreements), and the Consolidated Impact Fee Ordinance. Assisted in the development and implementation of Land Development Code amendments. Supervised professional planners in the preparation, update, and maintenance of the County's Comprehensive Plan, and the short- and long-range multimodal transportation plans. Coordinate Current, Comprehensive and Long Range Planning efforts with related programs of the Land Development and Building Divisions, other County departments and divisions, and local municipal, regional, state and federal agencies groups and individuals. Developed workload and effectiveness indicators, performance measures to evaluate job performance, and efficiency and effectiveness of staff and the Division. Responsible for fiscal accountability and property assigned to the Long Range Planning Division. Evaluate and recommend a course of action for attaining desired objectives for comprehensive, land development and transportation planning to the Director of the Office of Planning and Development.

Principal Planner, Hillsborough County Development Services, Tampa, FL 7/12 – 1/14

Process Development Agreements and Proportionate Share Agreements: Manage and oversee the application intake process and coordinate the peer group review. Finalize Agreements in the form of agenda items for Board review. Track and monitor Agreements, and related data files. Review zoning applications, prepare written reports, and represent the Department at meetings. Review and comment on Comprehensive Plan amendments, Right-of-Way Vacations, and Site Plan applications. Provided transportation planning support for the Community Planning process. Performed other transportation-related duties.

Principal Planner, Hillsborough County Development Services, Tampa, FL 9/09 – 7/12

Represent the department as inter-agency liaison. Provide support for county transportation programs, planning, and policy as directed by the BOCC, County Administration, and Department and Division Director. Conduct and manage special studies and routine programs. Monitor state and federal legislation, and their effect on local government laws and policy.

Manage staff and perform staff evaluations: Plan, assign and evaluate the work of subordinates for effective operation and results. Manage and assist in preparing special projects and studies (inter-local agreements, transportation planning studies, etc.). Manage and administer the Impact Fee Program. Process Development Agreements and Proportionate Share Agreements. Provide staff support for the impact fee program, multi-modal transportation planning and transportation funding. Interpret the Land Development Code and Consolidated Impact Fee Assessment Ordinance. Manage the writing of, and assists in the preparation of Land Development Code and Consolidated Impact Fee Ordinance amendments.

Principal Planner, Hillsborough County Development Services—Zoning, Tampa, FL 4/04 – 9/09

Team leader supervising professional staff. Responsibility includes Fee Waivers, Zoning Interpretations, Variances, Land Development Code Amendments, Development Review Procedures Manual Amendments, Nonconformity Reviews, Special Studies (vary), and Administrative referrals. Liaison to Code Enforcement, Building and Development Services, Development Review and County Attorney's Office. Represent the organization at interdepartmental and intergovernmental meetings. Manage and supervise the work of professional staff by scheduling, assigning and reviewing work, providing training, counseling and evaluating performance. Monitor state and federal legislation affecting local government laws and policy.

Principal Planner, Hillsborough Metropolitan Planning Organization, Tampa, FL

Lead planner for the County's annual Transportation Improvement Program; project manager for Congestion Management System corridor projects; lead planner for the County's freight planning initiative. Assist in the countywide ITS development/deployment initiative. Lead planner for air quality projects. Reviewed transportation planning legislation.

Senior Transportation Planner, Palm Beach Metropolitan Planning Organization, WPB, FL

Evaluated and researched Intelligent Transportation Systems. Wrote computer programs supporting transportation project implementation and provided computer systems analysis support; prepared annual transportation plans; database manager of socioeconomic and demographic data; and prepared and/or presented special reports and studies for/to various government and civic agencies/organizations. Assisted in the development of comprehensive plans, transportation systems and ridesharing initiatives. Prepared state and federal grant applications, agreements and proposals. Reviewed mass transit concurrency applications affecting growth management and regulations regarding alternative travel modes. Supervised the development of numerous transportation studies and projects as project manager. Participated in speaking engagements. Assisted in GIS projects.

Systems Analyst, Rinker Materials Corporation, WPB, FL

Assisted in developing computerized accounting and profit/payroll systems. Analyzed and defined system problems: gathered information from users; developed specifications to enable computer programmers to prepare required programs; analyzed subject-matter operations to be automated; and prepared work diagrams and data flow charts. Assisted in writing computer programs.

VALERIE NEILSON

PERSONAL

Address:

Contact:

EDUCATION

Master of Science in Urban and Regional Planning - 2009
Florida State University

Bachelor of Science in Environmental Studies - 2006
Florida State University

SUMMARY OF RELATED EXPERIENCE

2021 - Present	<u>PALMBEACH TRANSPORTATION PLANNING AGENCY</u> West Palm Beach, Florida Interim Executive Director
2021	<u>CITY OF WEST PALM BEACH, FLORIDA</u> Population 111,006 Deputy Director, Community Redevelopment Agency
2015 - 2021	<u>PALMBEACH TRANSPORTATION PLANNING AGENCY</u> West Palm Beach, Florida Deputy Director of Multimodal Development
2012 - 2015	<u>UNIVERSITY OF MIAMI MILLER SCHOOL OF MEDICINE</u> Miami, Florida BikeSafe Program Manager
2013 - 2014	<u>URBAN HEALTH SOLUTIONS, LLC</u> Miami, Florida Urban Planning Consultant
2008 - 2012	<u>ECOLOGY AND ENVIRONMENT, INC.</u> Wellington, Florida, San Diego, California and Tallahassee, Florida Environmental Planner

Valerie Neilson, AICP

May 25, 2022

Robert E. Slavin, President
Slavin Management Consultants
3040 Holcomb Bridge Road #A1
Norcross, Georgia 30071
slavin@bellsouth.net

Re: Palm Beach Transportation Planning Agency (TPA) Executive Director Cover Letter

Dear Mr. Slavin and Palm Beach TPA Executive Committee:

It has been an honor to serve as the TPA's Interim Executive Director since December 2021. During this time of transition, I have demonstrated executive leadership proactively managing gaps in the organization, building a cohesive team, and increasing collaboration with partner agencies at the local, regional, state, and national level to advance the TPA's goals and objectives. As the TPA's Interim Executive Director, I have focused on hearing the desires and concerns of the TPA Governing Board and responded with specific initiatives to address issues such as rail safety as well as organized peer exchanges and opportunities to learn from industry experts on innovative transportation initiatives and funding opportunities.


During my tenure as Interim Executive Director, I have represented the TPA at the Southeast Florida Transportation Council (SEFTC) and Metropolitan Planning Organization Advisory Council (MPOAC) to collaborate on regional and statewide transportation priorities and plans. I have also reached out to state partners, including FDOT D-4 & D-6 Secretaries, to enhance local and regional collaboration and support funding opportunities for the TPA and our local municipalities, county, and transportation partners. In direct response to the TPA's directives and needs, the following initiatives have been implemented:

- 9th Annual Regional Safe Streets Summit
- Revised TPA Operating Procedures
- 2021 FDOT & TPA Joint Certification
- 2022 Safety Targets & Performance Measures
- FY 2023-2024 Unified Planning Work Program (UPWP) and FDOT Joint Planning Agreement
- 2050 Regional Transportation Plan Memorandum of Understanding

In line with the TPA's Strategic Plan, Vision Zero Action Plan, and Complete Streets Policy, I have presented at numerous public meetings and events to raise public and partner awareness of the TPA and further our vision of a safe, efficient, and connected multimodal transportation system. As the Interim Executive Director, I have strengthened relationships with the economic development community, School District, and League of Cities to increase collaboration in addressing our county's transportation safety and mobility needs. These partnerships will help the TPA refine its Mobility Vision and develop a funding roadmap for implementation.

I am currently the TPA's acting Executive Director and have the most direct knowledge of the agency's issues and needs. In my 7 years working at the TPA I have developed a deep understanding of the agency and strong relationships with local, state, and federal partners. I am passionate about enhancing Palm Beach County's transportation system and making a positive impact in our community. I would be proud to serve in the permanent capacity as the TPA's Executive Director and appreciate your consideration of my application.

Sincerely,


Valerie Neilson, AICP

Valerie Neilson, AICP

Introduction

Professional Planning Executive with proven leadership and management skills bringing innovative transportation planning solutions and implementation strategies to the Palm Beach TPA and partner agencies. Over 13 years of experience in strategic planning, decision making, and management. Influential leader fluent in English and Spanish with excellent communication and relationship building skills.

Education

- **Master of Science in Urban and Regional Planning**, Florida State University 2009
- **Bachelor of Science in Environmental Studies**, Florida State University 2006
- **Associates of Arts Degree in General Studies**, Valencia Community College 2004

Certification

- **American Institute of Certified Planners (AICP)** 2012 - Present

Professional Strengths

- **Leadership** - Directing Day-to-Day Operations, Strategic Planning, and Multidisciplinary Teams
- **Community** - Convening Partners & Stakeholders for Visioning and Consensus Building
- **Funding** - Grant Funding, Contracts, Budgets, and Program Management
- **Administration** - Establishing Policies & Procedures while meeting MPO Statutory Requirements
- **Partnerships** - Strong Federal, State, and Local Affiliations
- **Experience** - Public and Private Sector Experience and Industry Knowledge
- **Bilingual** - Fluent in English and Spanish

Leadership Experience

- Palm Beach County Hispanic & Central Chamber of Commerce Women in Leadership 2022 - Present
- Leadership Palm Beach County 2015 - Present
- Florida Transit Leadership Development Program 2019
- Palm Beach County Leadership Experience Program 2017
- Palm Beach County Excellence in Supervision Training 2015

Community Involvement

- Chair, City of Greenacres Planning Commission 2019 - 2020
- Vice Chair, City of Greenacres Planning Commission 2017 - 2019
- Member, Palm Beach County Emerging Leaders Society 2017 - 2019
- Mentor, Florida Atlantic University School of Urban & Regional Planning Program 2015 - 2016
- Vice-Chair, Healthier Miami-Dade Consortium: Health & Built Environment Committee 2014 - 2015
- Board Member, Florida American Planning Association Gold Coast Section 2013 - 2014
- Board Member, Miami-Dade County Bicycle & Pedestrian Advisory Committee 2013 - 2014

Award Nominations

- Leadership Palm Beach County Excellence Awards - Public Sector Award 2021 Nominee
- Leadership Palm Beach County Excellence Awards - Public Sector Award 2020 Nominee
- Florida Department of Transportation (FDOT) Planning Professional of the Year Award 2020 Nominee
- Leadership Palm Beach County Excellence Awards - Public Sector Award 2018 Nominee

Work Experience

Job Title: Interim Executive Director

Employer: Palm Beach Transportation Planning Agency (TPA)

Address: 301 Datura St., West Palm Beach, FL 33401

Employed: December 27, 2021 - Present; **Hours Worked Per Week:** 40

- Serve a Governing Board of 21 locally elected officials in Palm Beach County transportation.
- Oversee administration of three advisory committees to inform policy for Governing Board actions.
- Educate and inform the Governing Board of transportation planning issues and opportunities.
- Direct TPA day-to-day operations following operating procedures and applicable laws and regulations.
- Provide overall agency leadership and staff management and support across multidisciplinary teams.
- Develop and maintain effective working relationships with elected officials and staff from local municipalities and partner agencies, including FDOT, Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Palm Beach County, Palm Tran, South Florida Regional Transportation Authority (SFRTA), Brightline, Port of Palm Beach, Palm Beach International Airport (PBI), Palm Beach County School District, Palm Beach County League of Cities, and Economic Development Community.
- Coordinate regional transportation planning efforts through the Southeast Florida Transportation Council (SEFTC), a formal partnership of the Miami-Dade, Broward, and Palm Beach Metropolitan Planning Organizations (MPOs), to develop and implement the Regional Transportation Plan.
- Represent the TPA at the Florida Metropolitan Planning Organization Advisory Council (MPOAC) meetings to collaborate on best practices and advance statewide MPO priorities and policy positions.
- Monitor legislation and follows transportation related issues to provide recommendations as needed.
- Direct the development and implementation of the TPA's 1-year Strategic Plan, 2-year Unified Planning Work Program (UPWP), 5-year List of Priority Projects (LOPP) and Transportation Improvement Program (TIP), and 25-year Long Range Transportation Plan (LRTP).
- Supervise the administration and implementation of the Transportation Disadvantaged (TD) planning grant, TD Local Coordinating Board, and TD planning activities for Palm Beach County.
- Serve as contract manager and oversee the administrative and technical details associated with the oversight of contracts. Coordinate with staff, consultants, and contractors to ensure the delivery of quality products, the timely execution of tasks, and the appropriate use of funds.
- Conduct short- and long-term transportation planning to enhance the transportation network of Palm Beach County, including engaging the public, planning systems, prioritizing funding, implementing projects, collaborating with partners, and administering the agency.
- Lead the TPA's mobility vision efforts, including partner agency coordination, educational panel events, workshops, peer exchanges, and development of funding and implementation roadmap.
- Manage the TPA's Complete Streets initiatives, including design guidelines and policy implementation.
- Oversee development and implementation of the TPA's Vision Zero Action Plan as well as assist local municipalities with the adoption of Vision Zero resolutions and creation of local action plans.
- Collaborate with partner agencies on transportation plans and projects to achieve consensus.
- Organize educational events and provide presentations on transportation policy and planning issues.
- Oversee administration and implementation of the TPA's annual grant funding programs.
- Support partner agencies in the application of discretionary grants that advance the TPA's vision.
- Lead staff conducting a wide range of activities including the development and implementation of various plans, transportation planning research, safety practices and performance measures.
- Evaluate employee performance; issue counseling forms/disciplinary actions; manage employee complaints and grievances; and manage the hiring, termination, and promotion of staff.

Job Title: Deputy Director

Employer: City of West Palm Beach Community Redevelopment Agency (CRA)

Address: 401 Clematis St., West Palm Beach, FL 33401

Supervisor: Christopher Roog, Executive Director, (561) 822-1416

Employed: October – December 2021; **Hours Worked Per Week:** 40

- Performed community redevelopment activities; implemented and managed various community programs and projects receiving funds through the CRA.
- Worked with city officials including Mayor, City Commissioners and City Administration, in connection with projects and programs including capital improvements and long-range plans.
- Assisted in facilitating, monitoring, and ensuring that all projects were implemented in accordance with the goals of their respective advisory boards and the CRA.
- Was responsible for planning, budgeting, capital acquisitions, public relations, real estate, and project development negotiations; administering professional service contracts; capital planning; and serving as a liaison to local government, businesses, and property owners.

Job Title: Deputy Director of Multimodal Development

Employer: Palm Beach TPA

Address: 301 Datura St., West Palm Beach, FL 33401

Supervisor: Nick Uhren, PE, Executive Director, (561) 725-0818

Employed: January 2015 – July 2021; **Hours Worked Per Week:** 40

- Served a governing board of 21 elected officials and functioned as the Executive Director's alternate.
- Provided overall agency leadership and directly supervised agency staff and consultant teams.
- Administered 7 consultant contracts totaling \$5 million with over 50 work orders.
- Managed funding and implementation of transit and non-motorized projects in the TIP, including ~\$125 million for pedestrian and bicycle infrastructure, as well as ~\$35 million for local transit capital projects.
- Collaborated with 39 local municipalities, 5 transit providers, 3 counties, and 2 other MPOs across south Florida to advance the TPA's vision and the Regional Transportation Plan's goals and objectives.
- Oversaw development of the public transit and non-motorized components of the TPA's LRTP and led the creation of a "561 Plan" corridor network of enhanced transit desires and first-last mile connections.
- Led the development and monitoring of the TPA's Strategic Plan goals, objectives, and outcomes.
- Spearheaded the creation and adoption of the TPA's Complete Streets Policy and Design Guidelines.
- Administered and served as the Chair Alternate of the MPOAC's Complete Streets Workgroup; developed a Complete Streets Best Practices Summary Report; and presented findings to the MPOAC.
- Assisted with the development and implementation of the TPA's Vision Zero Action Plan.
- Led Multimodal Corridor Studies and Health Impact Assessments to improve safety and transit service.
- Organized over 20 local and regional workshops and events and delivered more than 50 presentations.
- Applied for and was selected to host a U.S. DOT Transit Peer Exchange with national and Florida peers.
- Guided the development of the TPA's Transit Access Plan and Pedestrian and Bicycle Safety Study.
- Oversaw administration of the TPA's Transportation Alternatives (TA) grant program and transit, pedestrian, and bicycle projects funded through the TPA's Local Initiatives (LI) grant program.
- Oversaw the TPA's TD Planning grant activities, deliverables, and administration of the TD LCB.
- Supervised administration of the TPA's Bicycle Trailways Pedestrian Advisory Committee (BTPAC).
- Oversaw the TPA's pedestrian and bicycle counts, data, safety improvements, and planning activities.
- Evaluated employee performance; issued counseling forms/disciplinary actions; managed employee complaints and grievances; and recommended the hiring, termination, and promotion of staff.

Job Title: BikeSafe Program Manager

Employer: University of Miami Miller School of Medicine, 1095 NW 14th Terrace (R-48), Miami, FL 33136

Supervisor: Dr. Gillian A. Hotz, Director of KiDZ Neuroscience Center, (305) 243-4004

Employed: November 2012 – January 2015; **Hours Worked Per Week:** 37.5

- Directly supervised and provided overall leadership and direction to 2 full-time and 2 part-time staff.
- Administered the FDOT Safe Routes to School grant project timelines and deliverables.
- Coordinated and led outreach activities, with a focus on minority and low-income communities.
- Collaborated and built relationships with community partners to advance pedestrian and bicycle safety efforts through the 5 E's: Engineering, Education, Encouragement, Enforcement, and Evaluation.
- Created a Walk and Bicycle Friendly School 5-E Assessment Tool and Recommendations Toolkit.
- Developed bicycle safety educational materials and performed curriculum teacher trainings.
- Analyzed community socioeconomic data and law enforcement crash reports.
- Conducted pre- and post-assessments of students to evaluate educational program effectiveness.
- Collected community input and collaborated with partner agencies to address safety concerns.
- Presented information to school administrators and local government agencies.
- Oversaw content development of the BikeSafe program website, social media, and monthly newsletter.

Job Title: Urban Planning Consultant

Employer: Urban Health Solutions, LLC, 425 NE 22 St., Ste. 401, Miami, FL 33137

Supervisor: Anamarie Ferreira de Melo, Principal and Co-Founder, (305) 250-8555

Employed: December 2013 – May 2014; **Hours Worked Per Week:** 5

- Identified and summarized ongoing studies and initiatives throughout Broward County regarding Complete Streets and greenways corridor planning.
- Determined policies in the Broward County Greenways Master Plan regarding Complete Streets that could be capitalized upon for the Broward County Complete Streets and Greenways Integration Study.

Job Title: Environmental Planner

Employer: Ecology and Environment, Inc., 12300 S. Shore Blvd., Ste. 222, Wellington, FL 33414; 401 W A St., Ste. 775, San Diego, CA 92101; and 1974 Commonwealth Ln., Tallahassee, FL 32303

Supervisor: Sean Ebersold, Principal Consultant & Business Development Lead, (706) 618-7083

Employed: May 2009 – November 2012; **Hours Worked Per Week:** 40

Employed: February 2008 – May 2009; **Hours Worked Per Week:** 20

- Worked on National Environmental Policy Act (NEPA) projects for the Department of Defense (DOD), performing research, attending client and public meetings, and developing Encroachment Action Plans (EAPs), Environmental Assessments (EAs), and Environmental Impact Statements (EISs) to evaluate the environmental and related social and economic effects of DOD proposed actions.
- Conducted land use feasibility studies for the siting of natural gas and renewable energy facilities.
- Prepared public participation materials and traveled to stakeholder locations in Florida, Mississippi, and California to conduct community outreach and scoping meetings as well as stakeholder interviews as part of the NEPA process for the development of EAPs and EISs.
- Led environmental education initiatives, providing timely outreach, managing project timelines, developing outreach strategies, and traveling to stakeholder locations nationally and internationally to meet with school and government officials to promote initiatives, resulting in participation from over 100 countries and more than 2,000 schools.

Valerie Neilson, AICP

May 25, 2022

Robert E. Slavin, President
Slavin Management Consultants
3040 Holcomb Bridge Road #A1
Norcross, Georgia 30071
slavin@bellsouth.net

Re: Palm Beach Transportation Planning Agency (TPA) Executive Director Salary Expectations

Dear Mr. Slavin and Palm Beach TPA Executive Committee:

Thank you for the opportunity to discuss salary and benefits for the position of Executive Director. If selected, I am open to negotiating salary and benefits commensurate with requirements of the position, potential for future growth, and reflective of my accomplishments.

My expectation, should I continue in my current capacity, would be to secure a 5% cost-of-living adjustment (COLA) above my current base salary for Fiscal Year (FY) 2023 (provided to all TPA full-time employees); the same deferred compensation contribution of \$13,750 given to my predecessor; and the same annual accrual leave as all TPA full-time employees, corresponding with my time at the agency since January 2015. This represents a modest increase from my current salary of \$175,000 for the Interim Executive Director position.

FY 2023 Desired Salary:

- Base: \$183,750 (base salary of \$175,000 + 5% COLA for FY 2023)
- Deferred Compensation: \$13,750
- Salary + Additional Cash Benefits: \$197,500

For comparison, below is the former TPA Executive Director's FY 2022 salary and benefits. Also, attached are large Florida MPO Executive Director compensation levels from FY 2021 (July 1, 2020 - June 30, 2021).

FY 2022 Former TPA Executive Director Salary:

- Base: \$201,975
- Deferred Compensation: \$13,750
- Salary + Additional Cash Benefits: \$215,725

I remain open to negotiating salary, benefits, and leave.

Sincerely,



Valerie Neilson, AICP

Comparison of Large Florida MPO Director Compensation Levels Fiscal Year 2021 (July 1, 2020 - June 30, 2021)

Organization	Hire Date	Years in Job	Hosted/ Independent	Pop (M)	Base Salary	Annual Increases	Additional Annual Cash Benefits			Salary + Add'l Cash Benefits
							Deferred Comp	Car Allowance	Phone Allowance	
Miami-Dade TPO	Nov-15	5.6	Hosted	2.8	\$268,320	Raise by board (4% max)	\$11,500	\$6,500	Agency phone	\$287,820
North FL TPO - Jax	Jun-09	12.0	Independent	1.5	\$210,000	COLA, Raise and/or bonus by board	\$18,000	\$7,200	\$0	\$235,200
Broward MPO	Jun-08	13.0	Independent	1.8	\$219,400	COLA, Raise by board	\$0	\$6,000	\$1,500	\$226,900
Metroplan Orlando	Aug-18	2.9	Independent	2.2	\$199,650	Raise and/or bonus by board	\$17,000	\$7,200	\$0	\$223,850
Palm Beach TPA	May-13	8.1	Independent	1.5	\$175,875	COLA, Raise and/or bonus by board	\$12,500	\$0	\$0	\$188,375
Forward Pinellas	Apr-15	6.2	Hosted	1.0	\$156,000	Annual by board	\$0	\$0	\$1,200	\$157,200
Hillsborough MPO	Feb-15	6.4	Hosted	1.4	\$141,953	Annual by board	\$2,170	\$0	\$0	\$144,123
Average/Typical:		7.8	N/A	1.7	\$195,885	Annual by board	<div style="display: flex; align-items: center; justify-content: center;"> ← \$13,000 → </div>			\$209,067

CHAD (CHANDRA) S. PARASA

PERSONAL

Address:

Contact:

EDUCATION

M.S., Civil Engineering, Transportation Engineering - 1995
University of Oklahoma, Norman, Oklahoma

M.S., Mathematics - 2003
Fairfield University, Fairfield, Connecticut

B.S. Civil Engineering - 1989
India

SUMMARY OF RELATED EXPERIENCE

2019 - Present	<u>WICHITA AREA METROPOLITAN PLANNING ORGANIZATION</u> Wichita, Kansas Executive Director
2018 - 2019	<u>LEHIGH VALLEY PLANNING COMMISSION</u> Allentown, Pennsylvania Assistant Director of Transportation and Data
2016 - 2017	<u>PASCO COUNTY & MANATEE COUNTY</u> New Port Richey, Florida Senior Transportation Planner/Multi Modal
2004 - 2015	<u>MID-OHIO REGIONAL PLANNING COMMISSION</u> Columbus, Ohio Transportation Engineer/Modeler
2004	<u>OLSSON ASSOCIATES</u> Kansas City, Kansas/Missouri Assistant Engineer (Transportation/Traffic Engineering)
2000 - 2002	<u>WILBUR SMITH ASSOCIATES</u> New Haven, Connecticut Transportation Analyst
1999 - 2000	<u>CARTER & BURGESS INC.</u> Dallas, Texas Transportation Designer
1995 - 1999	<u>CITY OF HARLINGEN, TEXAS</u> Population 57,000 GIS Analyst/Transportation Planner

Executive Director (position) for the Palm Beach Transportation Planning Agency (TPA)

From: Chad Parasa

To: slavin@bellsouth.net

Date: Saturday, May 14, 2022, 01:15 PM EDT

Dear Mr. Robert Slavin,

I am very interested in the position of the 'Executive Director of the Palm Beach Transportation Planning Agency (TPA)'. Attached my resume & cover letter, for your review and consideration. A summary of my accomplishments are as follows:

Education: My graduate degree from University of Oklahoma has provided solid foundation in traffic engineering and transportation planning. My graduate degree in Mathematics taught me how to analyze complex problems such as traffic shifts, and balance between congestion pricing & demand.

Experience:

- Presently as the Executive Director of WAMPO (Wichita Area Metropolitan Planning Organization), I directly report to 5 elected officials for the Counties and Cities. I seek approvals on action items from 23 board members, who are elected officials for the Counties and Cities within the WAMPO geographic area.
- In the past 25 years as well as presently, I have a proven leadership record by working in collaboration with DOT staff, staff of cities and counties, as well as public representatives.
- I direct my staff towards innovative methods of transportation planning. I am passionate about learning and keeping abreast of emerging technologies, such as autonomous & connected vehicle technologies.
- My transportation planning experience started in 1995, after my graduate school during 1992 to 1995. About 25 years of transportation planning and traffic engineering experience taught me how to implement various solutions to variety of transportation issues.
- I have led various studies and plans that are high profile and controversial at times, I lead with transparency during most critical times.
- My daily functions currently involve knowledge of principles of transportation program development and management, including the relationship between Federal, State, and regional and local transportation planning activities
- My daily functions currently involve knowledge in the principles and practices of budget preparation and administration, as well as development of Work Program
- I direct and supervise my staff so that staff is motivated with the types of tasks they perform, and "evaluate to motivate" is my motto.
- My patience, friendliness, respectfulness, and political neutrality helps me to effectively serve our elected officials and appointed board members, and I travel with an aptitude to develop and maintain relationships with multiple governmental jurisdictions.

I would be greatly thankful to you for an interview opportunity, I am super excited for this position to lead Palm Beach Transportation Planning Agency (TPA).

Thank you for your time and consideration. Best Regards,

Chad Parasa, Executive Director, WAMPO



Resume_Chad_Parasa_2022.pdf

May 14, 2022

FROM:

Mr. Chad Parasa, PE, PTOE

RE: Executive Director for the Palm Beach Transportation Planning Agency (TPA)

Dear Hiring Committee,

I am very interested in the position of the 'Executive Director of the Palm Beach Transportation Planning Agency (TPA)'.

Education: My graduate degree from University of Oklahoma has provided solid foundation in traffic engineering and transportation planning. My graduate degree in Mathematics taught me how to analyze complex problems such as traffic shifts, and balance between congestion pricing & demand.

Experience:

- Presently as the Executive Director of WAMPO (Wichita Area Metropolitan Planning Organization), I directly report to 5 elected officials for the Counties and Cities. I seek approvals on action items from 23 board members, who are elected officials for the Counties and Cities within the WAMPO geographic area.
- In the past 25 years as well as presently, I have a proven leadership record by working in collaboration with DOT staff, staff of cities and counties, as well as public representatives.
- I direct my staff towards innovative methods of transportation planning. I am passionate about learning and keeping abreast of emerging technologies, such as autonomous & connected vehicle technologies.
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- I have led various studies and plans that are high profile and controversial at times, I lead with transparency during most critical times.
- My daily functions currently involve knowledge of principles of transportation program development and management, including the relationship between Federal, State, and regional and local transportation planning activities
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- I direct and supervise my staff so that staff is motivated with the types of tasks they perform, and "evaluate to motivate" is my motto.
- My patience, friendliness, respectfulness, and political neutrality helps me to effectively serve our elected officials and appointed board members, and I travel with an aptitude to develop and maintain relationships with multiple governmental jurisdictions.

I would be greatly thankful to you for an interview opportunity, I am super excited for this position to lead Palm Beach Transportation Planning Agency (TPA).

Thank you for your time and consideration. Best Regards,

Chad Parasa, Executive Director, WAMPO

Chad (Chandra) S. Parasa, P.E., PTOE

Contact info:

Objective:

Seeking the position of 'Executive Director for the Palm Beach Transportation Planning Agency (TPA)'

Education:

M.S., CIVIL ENGINEERING (TRANSPORTATION ENGINEERING, MAJOR) 1992-1995 <i>University of Oklahoma Norman, OK</i>	
M.S., MATHEMATICS <i>Fairfield University Fairfield, CT</i>	MAY 2002-DEC 2003
B.S., CIVIL ENGINEERING	1985-1989, India

Employment:

EXECUTIVE DIRECTOR OF WICHITA AREA MPO

SEPTEMBER 2019-PRESENT

Wichita Area Metropolitan Planning Organization –*WAMPO* www.wampo.org

Wichita, Kansas

- Lead the MPO in Transportation Planning. Lead the development of MTP (Metropolitan Transportation Plan). Develop TIP (Transportation Improvement Program). Develop budget and tasks to run the operations of MPO, by documenting UPWP (Unified Planning Work Program). Lead a diverse team of transportation and regional planning professionals.
- Lead staff in planning, financing, budgeting and administering programs and projects for the WAMPO.
- Work in a multi-functional transportation agency and coordinate department activities with other core functions, including, public transportation, roadway funding, traffic management and regional planning.
- Ensure timely development of transportation studies, plans and programs as required for a Metropolitan Planning Organization.
- Coordinate and foster collaboration amongst a myriad of private and public sector stakeholders at local, state and federal levels.
- Identify and pursue federal funding and other grant opportunities.
- Monitor Traffic Patterns and shifts, monitor congestion levels.
- Lead committees setting goals and direction for 'Safety & Health Committee', 'Active Transportation Committee' and 'Freight Committee'. Project Manager for ongoing studies, 'Emerging Technologies with respect to Transportation', 'Regional Freight Study', and 'Active Transportation Plan'. Manage transportation planning activities for federally mandated MPO (Metropolitan Planning Organization). Direct transportation studies. Responsible for technical oversight of transportation planning, engineering. Supervise travel demand modeling and GIS sections. Develop regional performance metrics. Develop projects prioritization methodology.

ASSISTANT DIRECTOR OF TRANSPORTATION AND DATA

JANUARY 2018- SEPTEMBER 2019

Lehigh Valley Planning Commission – *LVPC* –MPO www.LVPC.org

Allentown, Pennsylvania

- Lead Transportation Planning and GIS departments. Lead technical support for all studies and plans. Project Manager for ongoing studies, the 'Interchange Justification Study', 'Regional Freight Study', and 'Walk-Bike Plan'. Manage transportation planning activities for federally mandated MPO (Metropolitan Planning Organization). Guide Scenario planning initiatives for the 'Regional Comprehensive Plan'. Manage MPO's TIP (Transportation Improvement Program), LRTP (Long Range Transportation Plan). Assist in developing UPWP (Unified Planning Work Program). Direct transportation studies. Responsible for technical oversight of transportation planning, engineering. Supervise travel demand modeling and GIS sections. Responsible for supervising AQ (Air Quality) conformity analysis and EJ (Environmental Justice) analysis. Develop regional performance metrics. Develop projects prioritization methodology.

(May 2022)

Page 1 of 2

SENIOR TRANSPORTATION PLANNER/ MULTI MODAL
Pasco County & Manatee County

NOVEMBER 2016-DECEMBER 2017
New Port Richey, Florida

- Lead and provide policy guidance for planning and zoning. Responsible for managing travel demand forecasting section. Lead and provide technical guidance in transportation studies. Manage Mobility Fee project, transportation impact fee projects. Advise, guide consulting firms & developers with traffic study requirements of the county planning. Provide guidance in transportation projects in conjunction with land use planning. Lead and advise staff in technical model forecasting tasks for MPO as well as Planning department. Manage and Lead tasks related to 'Corridor right of way preservation'. Support all tasks related to 'land use' and 'transportation' integration.
- Manage FSUTMS travel demand model development for Manatee County. Review, evaluate traffic studies. Advise, guide consulting firms & developers with traffic study requirements of the county. Assist in transportation projects funding applications. Assist in Traffic engineering software & ArcGIS applications.

TRANSPORTATION ENGINEER/MODELER

OCTOBER 2004-OCTOBER 2015
Columbus, Ohio

Mid-Ohio Regional Planning Commission (www.morpc.org)

- Responsible for technical analysis especially in travel forecasting applications in transportation studies and air quality conformity analysis. Assist in short range & long range transportation planning. Coordinate interagency consultation for Air Quality model development. Air Quality Analysis using MOVES software model. Produce Air Quality document working in conjunction with FHWA (Federal Highway Administration), EPA (Environmental Protection Agency), OEPA (Ohio Environmental Protection Agency). Traffic growth rates computations. Demographic analysis. Performed various travel demand forecasting modeling application tasks using Cube software.

ASSISTANT ENGINEER (TRANSPORTATION/TRAFFIC ENGINEERING)

JANUARY 2004-SEPTEMBER 2004

Olsson Associates (www.oaconsulting.com)

Kansas City, Kansas/Missouri

- Manage Traffic Impact Studies. Technical proficiency using HCS, Synchro. Manage Traffic Simulation projects using Synchro. Responsible for Travel Demand Modeling using TransCAD, Cube, and Tmodel. GIS applications in Transportation Planning.

TRANSPORTATION ANALYST

AUGUST 2000-APRIL 2002

Wilbur Smith Associates

New Haven, Connecticut

- Toll Studies. Travel Demand Modeling using TransCAD, Tmodel. Traffic Impact Studies using HCS, Synchro. Traffic Simulation using CORSIM, VISSIM.

TRANSPORTATION DESIGNER

JULY 1999-AUGUST 2000

Carter & Burgess Inc.

Dallas, Texas

- Perform engineering and technical tasks for various studies. Corridor Analysis, Traffic Modeling, using CORSIM, HCS, Synchro, Traffic engineering projects tasks.

GIS ANALYST/TRANSPORTATION PLANNER

SEPTEMBER 1995-JULY 1999

City of Harlingen,

Texas – (Harlingen - San Benito Metropolitan Planning Organization)

- Geographic Information System (GIS) support in Transportation Planning. Development of Federally required documents Metropolitan Transportation Plan (MTP), TIP (Transportation Improvement Program)

Other Activities:

AMPO (Association of Metropolitan Planning Organizations) member	Lead various studies & plans that are controversial and high profile.
ITE (Institute of Transportation Engineers) member	President (2001-2002) Greater New Haven Toastmasters
Wichita Area Chamber of Commerce Transportation Coalition member	Area Governor (D2 area, 2002-2003), Division Governor (2003-2004), in District53 Toastmasters
Wichita "Regional Economic Area Partnership" member	Division Governor (2007-2008), District40 Toastmasters
Received 'Star Performance award' by Pasco County, for dedication towards public safety during hurricane Irma, 2017	Lehigh Valley Chamber of Commerce Transportation Committee member

MEMORANDUM

TO: Chairman and Members of the Executive Committee
FROM: Paul Gougelman, General Counsel
SUBJECT: Executive Director Checklist
DATE: July 4, 2022

The following is a list of terms and conditions of the draft Executive Director contract that need to be considered or completed.

Preamble: Name and address of new Executive Director

Section 1.a.: Insert Term of Agreement

Section 1.b.: Possible Extension of Initial Term of Agreement

Section 3.a.: Initial Base Salary

Section 3.c.: Will the new Executive Director become subject to the Florida Retirement System ("FRS"), a tax-free deferred compensation program likely under Section 457 of the Internal Revenue Code, or a combination of both? The Agreement as drafted specifies that the new Executive Director will NOT be under FRS but will be under a 457 deferred compensation plan. This is the approach used by Nick Uhren, and he was receiving \$12,500 per year in deferred compensation.

Section 5.: Most Executive Director's are experienced in the job market and seek an enhanced vacation and sick plan. This needs to be negotiated. The TPA Personnel Rules provide for vacation and sick leave as follows:

B. Vacation Leave

1. Accrual of Vacation Leave a. Vacation leave accrual for full-time employees is as follows:

Employee Tenure	Days Earned Per Year	Hours Earned per Pay Period
Year 1	12 days	3.7 hours
Years 2+	15 days	4.6 hours
Years 6+	18 days	5.5 hours
Years 10+	24 days	7.4 hours

b. Part-time employees . . .

- c. The maximum carried accumulation of vacation leave is 400 hours with the excess being forfeit as of January 1 of the following calendar year.
 - d. Employees will not accrue vacation leave in any biweekly pay period in which more than one-half of their biweekly schedule is reported as Leave Without Pay (LWOP).
 - e. A new employee shall start accruing vacation leave after one (1) full pay period.
2. The Executive Director is authorized to offer an initial balance and/or initial accrual rate to new hires that differs from what is outlined above, based on experience outside the TPA and subject to the above schedule and maximums.
3. Employees will be paid for 100 percent of accrued vacation leave upon termination. In the event of the death of an employee, payment for accrued vacation leave will be made to the employee's beneficiary, estate, or as provided by law. The effective date of payment of all accrued leave will be issued on the next regular pay date following the pay period in which employment terminated.

C. Sick Leave

1. Accrual of Sick Leave
- a. Sick leave is earned biweekly and the accrual rate per pay period is calculated as five (5) percent of an employee's scheduled hours per pay period, not to exceed four (4) hours per pay period.
 - b. The maximum accumulation of sick leave is 480 hours with the excess being forfeit as of January 1 of the following calendar year.
 - c. Employees will not accrue sick leave in any biweekly pay period in which more than one-half of their biweekly schedule is reported as LWOP.
 - d. A new employee shall start accruing sick leave after one (1) full pay period.
2. The Executive Director is authorized to offer an initial balance to new hires that differs from what is outlined above, based on experience outside the TPA and subject to the above maximum.
3. Employees will be paid for ten (10) percent of accrued sick leave upon termination. In the event of the death of an employee, payment for one

hundred (100) percent of accrued sick leave will be made to the employee's beneficiary, estate, or as provided by law. The effective date of payment of all accrued leave will be issued on the next regular pay date following the pay period in which employment terminated.

Section 8.a.: Provides a stipend so that the new Executive Director can obtain a personal cell phone part of which time will be used for TPA business.

Section 8.a.: Provides that the Executive Director will have use of a lap top.

Section 8.b.: Provides that the Executive Director will not have an automobile allowance but can submit for mileage by use of the Executive Director's car.

Section 11.b.: Include the name and address of the Executive Director for notice.

PRG/mb

EMPLOYMENT AGREEMENT – EXECUTIVE DIRECTOR

THIS AGREEMENT is made and entered into this 21st day of July, 2022, between the Palm Beach MPO, d/b/a the Palm Beach Transportation Planning Agency (herein: the “TPA”), an agency created pursuant to federal and state law, through its Governing Board ((herein: the “Governing Board”) whose address is 301 Datura Street, West Palm Beach, Florida, 33401, and _____, whose address is _____, _____ (herein: the “Director” or “Executive Director”). This Agreement implements the desire of the TPA to employ _____ as its Executive Director, and _____'s desire to accept such employment with the TPA. This Agreement sets out the parties' understanding of the general terms and conditions of such employment.

IN WITNESS WHEREOF, IT IS AGREED AS FOLLOWS:

1. TERM.

a. Initial Term. The TPA hereby employs _____ as its Executive Director, and _____ hereby accepts such employment, for a period of _____ years beginning on _____, 2022, and expiring on _____, 202____ (herein: the “Initial Term”).

b. Renewal. Upon completion of the Initial Term specified in Section 1.a above, including any extensions, the TPA shall have the option to renew this Agreement for one subsequent two (2) year term, unless either party provides ninety (90) day advance written notice of intent not to renew the Agreement for a subsequent term. In the event either party gives notice of nonrenewal pursuant to this Section 1.b, this Agreement will expire at the end of the Initial Term. The effect of this renewal provision is that the TPA and the Director shall have an ongoing _____ (____) year Agreement.

2. DUTIES.

a. General Duties. The Director shall be responsible to the Executive Committee and the Governing Board to supervise the TPA staff in performing or to perform:

(1) The general duties and responsibilities outlined in and consistent with the mission of the TPA, its adopted Unified Planning Work Program, TPA Strategic Plan, and all relevant federal, state and local laws;

(2) All duties and responsibilities as set forth in the Interlocal Agreement for Creation of the Metropolitan Planning Organization recorded on October 26, 2015, in Official Records Book 27885, Page 1538, Public Records of Palm Beach, Florida, as amended or superseded from time to time;

(3) All duties and responsibilities as set forth in TPA Operating Procedures adopted on May 19, 2022, as amended or superseded from time to time;

(4) All duties and responsibilities as set forth in TPA Personnel Handbook adopted on July 18, 2019, as amended or superseded from time to time;

(5) All duties and responsibilities as set forth in TPA Procurement Policy adopted on December 14, 2017, as amended or superseded from time to time;

(6) All duties and responsibilities as set forth in TPA Financial Policies adopted on June 16, 2022, as amended or superseded from time to time;

(7) Such additional tasks as may be assigned to the Director from time to time by the TPA; and

(8) The job duties set forth in the Executive Director Job Description, attached hereto as Exhibit “A” and incorporated herein by this reference. The Executive Director Job

Description may be revised from time to time at the discretion of the TPA. At the request of the Director, issues such as compensation may be re-opened for further negotiation by the TPA operating through its Executive Committee and the Director, if the job description is materially amended or amended to add additional job duties.

b. Supervision and Discipline of the Director. The Governing Board by virtue of this Agreement delegates to the TPA Executive Committee the authority to supervise the Director, to approve the Director's time sheets, to evaluate the Director from time to time, to recommend to the Governing Board pay adjustments, to recommend to the Governing Board amendments to this Agreement, and to suspend or discipline the Executive Director, all as may be appropriate from time to time. Extension of this Agreement, termination of this Agreement, or termination of the Director, shall be powers reserved to the Governing Board, as may be appropriate.

Director to Serve as Chief Executive Officer. The Director shall serve as the chief executive officer of the TPA with authority to hire, evaluate, promote, discipline, demote, and/or terminate any TPA employee. The Director shall be employed to perform work pursuant to this Agreement, as a salaried/full-time employee routinely performing at least forty (40) hours of work, usually Monday through Friday, TPA holidays excluded. The Director is responsible for conducting the transportation planning process to enhance the transportation network of Palm Beach County over the short and long-term future, which includes engaging the public, planning the system, prioritizing funding, implementing projects, and collaborating with partners. Additionally, the Director shall perform such other duties customary to the position and as may be reasonably designated by the Governing Board, the Executive Committee, and/or the TPA Chair, from time to time; provided, that such other duties do not constitute a material departure from the general duties and responsibilities set forth and referenced in this Section 2. Except as otherwise provided herein with regard to preparation of the annual evaluation of the Director, the Executive Committee and the Governing Board shall be the sole judge of the performance of the Director; provided, that the Governing Board may from time to time delegate its powers to the TPA Executive Committee.

c. Devotion to Duty. The Director shall remain in exclusive employment of the TPA until termination of this Agreement and shall not accept or become employed by any other employer until said termination. The term "employed" shall not be construed to include occasional teaching, writing, or consulting performed on the Director's time off, not in excess of ten (10) hours per week in a non-conflicting capacity in accordance with the provisions of Section 112.311, *et seq.*, Florida Statutes, and other applicable laws and regulations. During the term of this Agreement, the Director shall not participate in any political campaign or hold office in any political party or organization.

3. SALARY AND BENEFITS.

a. Base Salary. The TPA shall pay the Director an initial gross base salary of \$_____ annually, payable in regular installments each year. Any Cost of Living Adjustments (herein: "COLA") approved by the Governing Board for all TPA employees shall also be applied to the Director's base salary, which upon approval shall become the new base salary of the Director. Payment of the foregoing annual salary shall be made in substantially equal installments on a monthly or bi-weekly basis, in the same manner as paid to general employees of the TPA. If the Director is ever terminated, terminates this Agreement, or is suspended without pay, further payments of wages are terminated or suspended, except as otherwise provided in this Agreement. The foregoing sentence shall survive the termination of this Agreement.

b. Merit Increases. The TPA Executive Committee will conduct an annual performance review and determine if a merit increase is to be recommended to the Governing Board based upon performance and considering national and Florida MPO Executive Director compensation data as well as pay for comparable community positions. A merit increase may be a percentage increase applied to the base salary, as adjusted from time to time, and/or a one-time incentive award, at the discretion of the TPA. The parties recognize that a supplemental one-time payment, at the sole discretion of the TPA Governing Board, is a reasonable manner of recognition for the Director's value to the TPA and superior performance. The parties further recognize that one-time, lump-sum performance bonuses shall be paid consistent with Section 215.425, Florida Statutes, as amended from time to time, and subject to the standards and requirements set forth in any personnel management system prepared from time to time for the TPA, all as amended from time to time or superseded. The Executive Committee will present the proposed merit increase, if any, to the TPA Governing Board for its approval or disapproval in its absolute discretion. Documentation of the performance review shall be placed in the Director's personnel file.

c. Deferred Income. In addition to the base salary, the Director shall earn \$_____ annually in deferred income while employed under this Agreement. The deferred income contribution shall be made in prorated payments during each pay period to a Deferred Income Account chosen jointly by the Director and the TPA. All contributions to and interest earned by this account are governed by and subject to federal and state statutes. The Director's right to such account shall not be affected by the termination of employment with the TPA for any reason whatsoever.

e. Benefits. The Director shall be entitled to all benefits accruing to TPA employees pursuant to the TPA's Personnel Handbook, as amended from time to time, except to the extent modified by this Agreement. In the event that a new fringe benefit is made available to other similarly situated TPA employees, at the request of the Director, this Agreement may be re-opened for negotiation of a possible extension of that benefit to the Director.

4. RULES OF CONDUCT. The Director shall be governed by the policies adopted by the TPA and included in the TPA's Personnel Handbook, as amended or revised from time to time.

5. PAID LEAVE. The Director shall be entitled to Paid Leave in accordance with the TPA's Personnel Handbook, except that Vacation Leave shall be accrued at a rate of _____ days earned per year, and the Director shall be provided an initial Sick Leave balance of _____ weeks (*i.e.* 480 hours). The Director shall be allowed annually to sell back to the TPA a maximum of four (4) weeks of accumulated Vacation Leave in excess of the maximum accumulated amount specified in the TPA's Personnel Handbook, at the hourly salary rate at the time of the sale.

6. PROFESSIONAL DEVELOPMENT. In support of the TPA's interests, the Director shall attend and participate in appropriate professional meetings, conferences, and seminars at the local, state, and national levels with the reasonable expenses for such attendance borne by the TPA in accordance with the TPA's policies and state and federal law. The TPA shall pay membership fees and dues as funded in the discretion of the Governing Board by the annual TPA budget for the Director. Said professional meetings, conferences, and seminars shall be for the purpose of improving the Director's performance of required duties, and to maintain professional knowledge and skills. The Director may hold offices or accept responsibilities in professional organizations in professional organization; provided, that such responsibilities do not interfere with the performance of the required duties as Director.

7. TERMINATION AND SEVERANCE PAY.

a. Termination of Director for Cause. The TPA may terminate the Director “for cause.” In the event that the TPA terminates the Director for cause as set forth above, the Director shall receive no severance payment from the TPA. In the event the TPA terminates the Director for cause then the Director will be given a written copy of the particulars and shall have the right to appear in public before the Governing Board and present evidence and argument concerning said allegations. After such hearing, if a majority of the entire Governing Board finds there is cause to terminate the Director and terminates the Director, then the Director shall not be entitled to severance pay. Said hearing shall be held within sixty (60) days of the notice of termination, unless the TPA and the Director agree to a later date.

For the purpose of this Section 7. a., the term “for cause” shall include any of the following: (i) Malfeasance; (ii) Misfeasance; (iii) Neglect of duty; (iv) Conviction for, or admission to having committed the crime of a misdemeanor or a felony. A plea of *nolo contendere* shall for the purposes of this Agreement be construed to be the admission to having committed the crime of a misdemeanor or a felony. A determination by a court of law withholding judgment for the purposes of this Agreement shall be construed to be the conviction of a misdemeanor or a felony; (v) Unprofessional, unethical, immoral, or fraudulent conduct, if said conduct has a material adverse effect on the TPA’s business or reputation; (vi) Engaging in sexual harassment as admitted to by the Director or as determined by a governmental body or a judicial or administrative forum, after a hearing at which the Director was given an opportunity to be heard in her defense; (vii) a material failure or refusal by the Director to comply with the TPA policies and procedures or directives of the TPA Governing Board or Executive Committee, which failure or refusal is not cured by the Director within thirty (30) days after written notice to the Director from the TPA Governing Board, or Executive Committee, of such failure or refusal; (viii) The Director’s sanctioning of conduct by any TPA employee under the Director’s authority that constitutes a material violation of the TPA policies, procedures, or directives, that is not reprovved by the Director in a reasonable manner within a reasonable period of time after notice to the Director by the TPA Governing Board or Executive Committee; (ix) A material failure or refusal by the Director to faithfully and diligently perform the usual and customary duties of the Director’s employment and to adhere to the provisions of this Agreement, which failure or refusal is not cured by the Director within thirty (30) days after written notice to the Director from the TPA Governing Board, or Executive Committee, of such failure or refusal; (x) Misconduct as defined in Section 443.036(29), Florida Statutes (2022), as amended from time to time. “Misconduct” is defined in Section 443.036(29), as:

irrespective of whether the misconduct occurs at the workplace or during working hours, includes, but is not limited to, the following, which may not be construed *in pari materia* with each other:

(a) Conduct demonstrating conscious disregard of an employer’s interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the employer expects of his or her employee. Such conduct may include, but is not limited to, willful damage to an employer’s property that results in damage of more than \$50, or theft of employer property or property of a customer or invitee of the employer.

(b) Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the employer’s interests or of the employee’s duties and obligations to his or her employer.

(c) Chronic absenteeism or tardiness in deliberate violation of a known policy of the employer or one or more unapproved absences following a written reprimand or warning relating to more than one unapproved absence.

(d) A willful and deliberate violation of a standard or regulation of this state by an employee of an employer licensed or certified by this state, which violation would cause the employer to be sanctioned or have its license or certification suspended by this state.

(e)1. A violation of an employer's rule, unless the claimant can demonstrate that:

a. He or she did not know, and could not reasonably know, of the rule's requirements;

b. The rule is not lawful or not reasonably related to the job environment and performance; or

c. The rule is not fairly or consistently enforced.

2. Such conduct may include, but is not limited to, committing criminal assault or battery on another employee, or on a customer or invitee of the employer or committing abuse or neglect of a patient, resident, disabled person, elderly person, or child in her or his professional care.

b. Termination of Director without Cause and for TPA's Convenience. The TPA, by a majority of the entire Governing Board membership at a properly noticed meeting, may terminate the employment of Director without cause by directing written notice of termination to Director by certified U.S. mail, return receipt requested and postage prepaid or by hand delivery to the Director. Such termination may be accomplished without a disciplinary hearing other than for name clearing purposes.

In the event of such termination while the Director is ready, willing and able to perform the duties of TPA Executive Director, and although the TPA does not need cause for termination as provided in sub-section b., the TPA shall pay Director a sum equal to 20 weeks of severance pay (*i.e.*, calculated based on the then current annual rate of pay divided by 52 weeks times 20 weeks) that the Director would earn for employment pursuant to this Agreement. Consistent with Section 215.425, Florida Statutes (2022), as used in this Section 7.b., the term "severance pay" means the actual or constructive compensation, including salary, benefits, or perquisites, for employment services yet to be rendered which is provided to an employee who has recently been or is about to be terminated. The term does not include compensation for:

1. Earned and accrued annual, sick, compensatory, or administrative leave;

2. Early retirement under provisions established in an actuarially funded pension plan subject to part VII of Chapter 112, Florida Statutes; or

3. Any subsidy for the cost of a group insurance plan available to an employee upon normal or disability retirement that is by policy available to all employees of the unit of government pursuant to the unit's health insurance plan. This subparagraph may not be construed to limit the ability of the TPA to reduce or eliminate such subsidies.

Payment of the severance pay shall be paid to the Director after deductions for income tax, social security, and other applicable payments due, if any. This termination or severance pay shall be paid in lump sum within forty-five (45) days from the notice of termination. Upon termination and payment of the severance pay, it is agreed by the Director and the TPA that the TPA shall be relieved of any further liability to the Director for pay, charges, penalties, damages, compensation or otherwise. Pursuant to Section 215.425(4), Florida Statutes, the Director may not receive severance pay when the Director has been fired for misconduct as defined in Section 443.036(29), Florida Statutes, by the TPA.

c. Termination by Director. In the event that the Director voluntarily resigns before the expiration of the term of the Agreement, the Director shall provide the TPA with ninety (90) days written notice of such resignation. Upon receipt of such notice, the TPA may, at its option,

require the Director to terminate employment at an earlier date than set forth in the resignation notice, but the Director shall be entitled to receive the remaining salary and benefits provided for herein during the aforesaid ninety (90) day notice period. The Director may terminate employment with the TPA by directing *written* notice of termination to the Chairman of the Governing Board by personal, hand delivery or by certified U.S. mail, return receipt requested and postage prepaid. In the event of such termination, the Director shall not be entitled to receive the severance pay. The agrees to give at least sixty (60) calendar days written notice from the date of dispatch of the afore-mentioned notice prior to termination, unless the Governing Board waives all or part of said time period. If the Director gives less than sixty (60) calendar days' notice of her intent to terminate employment, the TPA shall be entitled to retain as liquidated damages any sums that would otherwise be due to the Director as termination compensation or severance pay under Section 5. of this Agreement. This section shall survive the termination of this Agreement.

d. Suspension. The Governing Board or the TPA Executive Committee, reserves the right to suspend the Director with or without compensation under the conditions of the Personnel Policy of the TPA, as amended from time to time. In an emergency situation, the Chair may temporarily suspend the Director until further action may be undertaken by the Executive Committee or the Governing Board. A copy of the TPA regulations relating to discipline and applicable to the Director is Section 3.6 of the Personnel Handbook, as amended from time to time. Notwithstanding the foregoing and in addition thereto, the Director may be temporarily suspended with or without pay from employment while the Governing Board or the Executive Committee, investigates any facts or circumstances which might constitute a basis for a "for cause" termination, for malfeasance, for misfeasance, or for neglect of duty. In the event of any suspension, the TPA shall give the Director written notice thereof stating in reasonable detail the nature of such facts or circumstances it is investigating. Although a suspension pursuant hereto may take place immediately, the Director may contest the suspension and has a right to a prompt hearing within a reasonable period of time before the Governing Board, the Executive Committee, or either bodies' designee, as determined by the TPA.

e. Permanent Disability. If the Director is permanently disabled or is otherwise unable to perform the Director's duties because of sickness, accident, injury, mental incapacity or health for a period of thirty (30) days beyond any accrued sick leave and annual leave, the TPA shall have the option to terminate this Agreement. The Director shall be compensated upon termination as provided in Section 5. b. above. Upon payment of said compensation, the TPA shall be free of all liability to the Director.

f. This section shall survive the termination of this Agreement.

8. AUTOMOBILE AND EQUIPMENT.

a. The TPA shall provide the Director with a laptop computer for business use. Upon termination of this Agreement, the laptop computer shall be returned to the TPA in the same condition as when the computer was issued, normal wear and tear accepted. The TPA shall also provide a monthly stipend of \$_____ for the Director to obtain the Director's own cell phone. The stipend may be amended from time to time by the Executive Committee to reflect market conditions and TPA policy. The stipend may be taxable income pursuant to Internal Revenue Service requirements and if in the discretion of the TPA it is so determined, the Director will be taxed as for this item income prior to payment to the Director. Based on the Director's use of the cell phone for TPA-related business use, the TPA Chair or the Executive Committee may, from time to time, adjust upward or downward the monthly stipend.

b. The DIRECTOR shall receive no automobile reimbursement, but the DIRECTOR is eligible to receive travel reimbursement for TPA-related business travel subject to applicable Federal, State of Florida, and TPA policy requirements and provided that funds have been budgeted in the TPA's annual budget document.

9. INSURANCE COVERAGE. The TPA shall make all life, accidental death, health and short and long term disability insurance coverage which is generally available to the TPA staff available to the Director upon the same terms and conditions; provided, that the meets all health, insurance, and other screening criteria routinely applied to similarly situated employees.

10. INDEMNIFICATION. To the extent permitted by Section 111.07, Florida Statutes, the TPA will provide an attorney to defend any civil action arising from a complaint for damages or injury suffered as a result of any act or omission of action by or of the Director for an act or omission arising out of and in the scope of its employment or function, unless, the Director has acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Defense of such civil action includes, but is not limited to, any civil rights lawsuit seeking relief personally against the Director for an act or omission under color of state law, custom, or usage, wherein it is alleged that the Director has deprived another person of rights secured under the Federal Constitution or laws. Any attorney's fees paid from public funds for the Director who is later found to be personally liable by virtue of acting outside the scope of its employment, or was acting in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, are subject to recovery by the TPA in a civil action against the Director, or as a provision of this Agreement must be promptly remunerated to the TPA by the Director. This section shall survive the termination of this Agreement.

11. NOTICE. Notices, invoices, communications, and payments, hereunder shall be deemed made if given in any of the following forms:

a. By certified U.S. Mail, return receipt requested, postage prepaid, and addressed to the party to receive such notice, invoice, or communication, as set forth below; or

b. By hand delivery to the office of the party to whom such notice, invoice, or communication is being given. All notices, invoices, or communications shall be addressed to a party at the address given below or such other address as may hereafter be designated by notice in writing.

If to the TPA: Chair
Palm Beach Transportation Planning Agency
301 Datura Street
West Palm Beach, FL 33401

If to the Director: _____

c. A notice or communication, under this Agreement, from one party to another party shall be sufficiently given or delivered if dispatched to the party's individual listed in Section 11.b. by hand delivery, or by U.S. certified mail, postage prepaid, return receipt requested.

d. Notices; Addresses; Time. Either party may unilaterally change its addressee or address, by giving written notice thereof to the other party pursuant to this Section 11., but the change is not effective until the change notice is actually received by the other party.

e. Notice given by certified mail, return receipt requested, properly addressed and with postage fully prepaid, is deemed given when deposited in the United States mails within the continental United States, if the notice is thereafter delivered in due course at the address to which properly sent. Notice given by overnight courier, service prepaid, properly addressed is deemed given when deposited with the courier within the continental United States, if the notice is thereafter delivered in due course at the address to which properly sent. Notice given by manual delivery is deemed given only when actually received by the recipient.

12. GENERAL CONTRACTUAL PROVISIONS.

a. The text of this document shall constitute the entire agreement between the parties. This Agreement shall become effective when signed by the last party to the Agreement.

b. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision. Said invalid or unenforceable word, sentence, or term, shall be stricken from this Agreement, and this Agreement shall be read as if said invalid or unenforceable word, sentence, or term, does not exist.

c. This Agreement shall be construed in accordance with the laws of the State of Florida.

d. This Agreement shall not be read or construed more harshly against either party hereto, because both parties have participated in the wording and negotiation of the terms of this Agreement.

e. Venue and the forum for any legal proceedings on this Agreement shall be in the Circuit Court, 15th Circuit, in and for Palm Beach County, Florida, or the U.S. District Court, Southern District of Florida.

e. The paragraph headings are for reference and convenience only and shall have no effect in any construction of this Agreement.

g. This Agreement supersedes all other agreements, either oral or written, between the parties regarding the subject matter hereof. All rights granted to the Director under this Agreement are personal, and neither this Agreement nor any of the rights arising hereunder may be transferred or assigned by the Director, voluntarily or involuntarily, without the consent of the TPA. Notwithstanding the foregoing, the TPA may assign any or all of the duties, responsibilities, rights, or privileges in this Agreement, through legal constructs, including Interlocal Agreements to other agencies of its choosing, contingent on compliance with applicable federal and state laws.

13. PUBLIC ENTITY CRIMES. In accordance with Sections 287.132 and 287.133, Florida Statutes, by entering into this Agreement or performing any Work in furtherance hereof, the Director certifies that said Director, the Director's affiliates, suppliers, and subcontractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date of this Agreement.

14. DISCRIMINATORY VENDOR LIST. The Director hereby certifies that it has not been placed on Florida's Department of Management Services' Discriminatory Vendor List as provided under Section 287.134, Florida Statutes.

15. TITLE VI – NONDISCRIMINATION POLICY STATEMENT. During the performance of this Agreement, the Director agrees for the Director, the Director's assignees and successors in interest states and affirms as follows:

a. Compliance with Regulations. The Director shall comply with the nondiscrimination regulations applicable to federally assisted programs of the U.S. Department of Transportation ("DOT") set forth at 49 CFR Part 21, as they may be amended from time to time (referred to hereinafter as the "Regulations"). Said Regulations are hereby incorporated into and made a part of this Agreement by reference. As required by 49 CFR 26.13, the Director is advised that the TPA shall not discriminate on the basis of race, color, national origin, religion, gender, age or disability in the award and performance of any DOT-assisted contract or in the administration of its DBE ("Disadvantage Business Enterprise") program or the requirements of 49 CFR Part 26. The TPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

b. Nondiscrimination. The Director, with regard to the work performed during this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or familial status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Director shall not participate either directly or indirectly in the discrimination prohibited by the Regulations established at 49 CFR 21, as they may be amended from time to time, including employment practices, if this Agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontractors, including Procurements of Materials and Equipment. In all solicitations made by the Director, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Director of the Director's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or familial status.

d. Information and Reports. The Director shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation ("FDOT"), Federal Highway Administration ("FHWA"), Federal Transit Administration ("FTA"), Federal Aviation Administration ("FAA"), and/or the Federal Motor Carrier Safety Administration ("FMCSA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Director is in the exclusive possession of another who fails or refuses to furnish this information, the Director shall so certify to FDOT, FHWA, FTA, FAA, and/or FMCSA as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance. In the event of the Director's noncompliance with the nondiscrimination provisions of this Agreement, FDOT may impose such contract sanctions as it or FHWA, FTA, FAA, and/or FMCSA may determine to be appropriate, including, but not limited to: 1. Withholding of payments to the Director until the Director complies; and/or 2. Cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions. The Director shall include the provisions of paragraphs a. through e. of this Section in every subcontract, including procurements of materials and leases of equipment, the Director personally enters into as opposed to as an official of the TPA, unless exempted by the Regulations, or directives issued pursuant thereto. This provision does not authorize a subcontract. The Director shall take such action with respect to any subcontract or procurement as FDOT, FHWA, FTA, FAA, and/or FMCSA may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the Director becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Director may request FDOT to enter into such litigation to protect the interests of FDOT, and, in addition, the Director may request the United States to enter into such litigation to protect the interests of the United States.

g. The Director does hereby represent and certify that it will comply with all the requirements imposed by Title VI of the Civil Rights Acts of 1964 and Title VII of the Civil Rights Act of 1968, as they have been and may be modified from time to time (42 U.S.C. 2000d, *et seq.* and 3601 *et seq.*), and all applicable implementing regulations of the U.S.DOT and its agencies.

h. The Director does hereby represent and certify that the Director will comply with all the requirements of the Americans with Disabilities Act (42. U.S.C. 12102, *et seq.*) and all applicable implementing regulations of the U.S.DOT and its agencies.

i. The Director shall report to the Executive Committee all grievance or complaints pertaining to the Director's actions and obligations under this Section to the TPA.

16. CONFLICT OF INTEREST.

a. The Director represents that the Director presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Section 112.311 *et seq.*, Florida Statutes. The Director further represents that no person having any such interest shall be employed to assist in the performance of this Agreement.

b. The Director shall promptly notify the TPA Governing Board's Chair, in writing, by U.S. certified mail, return receipt requested or by hand delivery, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Director's judgment or the quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that the Director may undertake and advise the TPA as to whether the association, interest, or circumstance would constitute a conflict of interest if entered into by the Director. The TPA Board Chair may notify the Director of its opinion as to whether a conflict exists under the circumstances identified by the Director. If, in the opinion of the TPA Governing Board Chair or the TPA's Executive Committee, the prospective business association, interest or circumstance would constitute a conflict of interest by the Director, then the Director shall immediately act to resolve or remedy the conflict. If the Director shall fail to do so, the TPA may terminate this Agreement for cause.

c. The Director shall not enter into any contract, subcontract, or arrangement personal to the Director in connection with its work with the TPA or any property included or planned to be included in the TPA work, with any officer, agent or employee of the TPA or any business entity of which the officer, agent, or employee or the officer's, agent's or employee's spouse or child is an officer, partner, agent, or proprietor or in which such officer, agent or employee or the officer's, agent's or employee's spouse or child, or any combination of them, has

a material interest. "Material Interest" means direct or indirect ownership of one percent (1%) or more of the total assets or capital stock of any business entity.

d. The Director shall not enter into any contract or arrangement personal to the Director in connection with the TPA's work, with any person or entity that was represented before the TPA by any person, who at any time during the immediately preceding two (2) years, was an officer, agent, or employee of the TPA.

e. The Director agrees for itself in the Director's personal capacity and shall insert in all contracts entered into in connection with the TPA work or any property included or planned to be included in the TPA work, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the TPA during his tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof."

17. CONTINGENT FEES. The Director warrants that it has not employed or retained any company or person, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a *bona fide* employee working solely for the Director, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

18. MEMBERS OF CONGRESS. No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

a. The Director agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the TPA, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid to the Director for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Work, the Director shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions or provide notification to the TPA in any other manner the TPA may allow.

c. The Director shall include the two (2) above-stated clauses modified to show the particular contractual relationship, in all subcontracts personal to the Director that it enters into related to the Work.

19. RESTRICTIONS, PROHIBITIONS, CONTROLS, AND LABOR PROVISIONS.

a. Federal Participation. It is understood and agreed that, in order to permit TPA participation in the expenditure of Federal PL Funds, this Agreement may be subject to the approval of FHWA or FDOT. It is understood and agreed that, in order to permit TPA participation in the expenditure of Federal PL Funds, no supplemental agreement of any nature may be entered

into by the parties hereto with regard to the Work to be performed hereunder without the approval of FHWA or as otherwise provided for in this section.

b. Inspection, Review, Approval, and Audit. It is understood and agreed that all rights of the FDOT or FHWA relating to inspection, review, approval, and audit of the work, tracings, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

c. Record-keeping and documentation retention. The DOT and the TPA shall prepare and retain all records in accordance with the federal and state requirements, including but not limited to 2 CFR Part 200, 23 CFR Part 420, 49 CFR Part 18, 49 CFR 18.42, and Chapter 119, Florida Statutes, all as amended from time to time.

d. Prohibited Interests. Neither the TPA nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with this Agreement, in which a member, officer, or employee of the TPA, either during his or her tenure or for one year thereafter, has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquired or had acquired prior to the beginning of his or her tenure any such interest, and if such interest is immediately disclosed to the TPA and such disclosure is entered in the minutes of the TPA, the TPA may waive the prohibition contained in this paragraph; provided, that any such present member, officer, or employee shall not participate in any action by the TPA or the locality relating to such contract, subcontract, or arrangement.

20. NO GOVERNMENT OBLIGATION TO THIRD PARTIES.

a. The Director agrees, absent express written consent of the Federal Government, that the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to any third party contractor, or any sub-recipient, or any other party pertaining to any matter resulting from this Employment Agreement or purchase order related thereto. The Director agrees to include a similar provision in each subcontract (if any) which must be approved by the TPA and which is financed in whole or in part with federal assistance provided by FTA. The foregoing sentence does not authorize a subcontract.

b. Program Fraud and False or Fraudulent Statements. The Director acknowledges that the provisions of the program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, *et seq.*, and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with this Agreement. Upon execution of this Agreement, the Director certifies and affirms the truthfulness and accuracy of any statement it has made, causes to be made, makes, or may make pertaining to the Agreement or the underlying FTA assisted project for which this Agreement or any Work Order is being performed. In addition to other penalties that may apply, the Director acknowledges that if he makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on it to the extent the Federal Government may deem appropriate. The Director also acknowledges that if the Director makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with federal assistance authorized for 49 USC §5307, the Federal Government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n) (1), to the extent the Federal Government deems appropriate. The Director agrees to include the above stated provisions in each subcontract financed in whole or in part with federal assistance provided by the FTA. The Director shall not modify the above stated provisions except to identify the subcontractor who will be subject to the provision.

c. Federal Changes. The Director shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, as they may be promulgated or amended from time to time during the term of this Agreement. The Director's failure to so comply shall constitute a material breach of this Agreement. The Director agrees to include the above stated provision in each subcontract; provided, that this provision shall not be interpreted to authorize a subcontract.

d. Incorporation of FHWA and FTA Terms. This Agreement shall be deemed to include and does hereby incorporate by reference all standard terms and conditions required by the U.S. DOT, FHWA, and FTA, regardless of whether expressly set forth in this Agreement and include, but are not limited to, all of the duties, obligations, terms and conditions applicable to the work arising from this Agreement as described in FTA Circular 4220.1F, and applicable federal law. Anything to the contrary herein notwithstanding, all FHWA and FTA mandated terms shall be deemed to control in the event of a conflict with any other provisions contained in this Agreement. The Director shall not perform any act, fail to perform any act, or refuse to comply with any requirement which would cause the TPA to be in violation of its Joint Planning Agreement with FDOT or any FHWA or FTA terms and conditions applicable to this Agreement. The Director agrees to include the above stated provision in each subcontract financed in whole or in part with FTA assisted funding; provided, that this provision shall not be construed to authorize any subcontract without TPA approval.

e. No Intended Third Party Beneficiaries. The parties acknowledge that this Agreement is not intended to be a third party beneficiary contract, either express or implied, and confers no rights on anyone other than the TPA and the Director, but the Florida Department of Transportation and the U.S. Department of Transportation shall be a beneficiary hereunder.

SECTION 21. UNAUTHORIZED ALIEN WORKERS. The TPA will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a (Section 274a of the Immigration and Nationality Act "INA"). Upon a contractor's employment of unauthorized aliens, the TPA may immediately terminate this Agreement. The Director hereby affirms and represents to the TPA, that the Director is not unauthorized alien worker operating in violation of 8 U.S.C. Section 1324a (Section 274a of the Immigration and Nationality Act "INA").

SECTION 22. CIVIL RIGHTS. The following requirements apply to this Agreement:

a. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC §6102, section 202 of the Americans with Disabilities Act of 1990, as amended, 42 USC §12132, and Federal transit law at 49 USC §5332, as each may be amended from time to time, the Director agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Director agrees to comply with all applicable federal implementing regulations and any other implementing requirements FTA may issue.

The TPA does not discriminate on the basis of race, color, national origin, sex, age, religion, disability and family status. Those with questions or concerns about nondiscrimination, those requiring special assistance under the Americans with Disabilities Act (ADA), or those requiring language assistance (free of charge) should contact [enter Title VI/Nondiscrimination Coordinator or Public Information Office] at (561) 475-2981 or Info@PalmBeachTPA.org.

b. Equal Employment Opportunity:

(1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e, and Federal transit laws at 49 USC §5332, the Director agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60, *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC §2000e note), and with any other applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. The Director agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Director agrees to comply with any implementing requirements Federal Transit Administration may issue.

(2) Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §623 and federal transit law at 49 USC §5332, the Director agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Director agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC §12112, the Director agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Director agrees to comply with any implementing requirements FTA may issue.

SECTION 23. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION. If this Agreement has a value of \$25,000 or more, this procurement is a covered transaction for purposes of 49 CFR Part 29. As such, the Director is required to verify that it nor its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, is excluded or disqualified as defined at 49 CFR 29.940 and 29.945 and does so hereby certify. The Director agrees to comply with and does hereby assure and certify the compliance of each third-party contractor and sub-recipient at any tier, with 49 CFR 29, Subpart C, while its proposal, offer or bid is pending and throughout the period that any agreement arising out of such offer, proposal or bid is in effect. The Director further agrees to include a provision requiring such compliance in its subcontracts or any lower tier covered transaction it enters into.

SECTION 24. CLEAN AIR. The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year. The Director agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401, *et seq.* The Director agrees to report each violation to the TPA and agrees that the TPA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office. The Director further agrees

to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

SECTION 25. CLEAN WATER. If this Agreement is valued at \$100,000 or more, the Director agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 *et seq.* The Director agrees to report each violation to the TPA and agrees that the TPA will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office. The Director also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

SECTION 26. ENERGY CONSERVATION. The Director agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

SECTION 27. SEAT BELTS. The Director will use and promote on-the-job seat belt use policies and programs for itself and other personnel that operate Director-owned, rented or personally operated vehicles, to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging, and to address each in every sub-agreement it enters into related to this Agreement. Specifically, the Director is will to comply with: (a) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note; (b) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; (c) U.S. DOT provisions pertaining to Distracted Driving as set forth in said orders; and Section 316.614, Florida Statutes, as amended from time to time.

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IN WITNESS WHEREOF, the Palm Beach Transportation Planning Agency and the CONSULTANT have hereunto set their hands to this Agreement on this 21st day of July, 2022.

EXECUTIVE DIRECTOR:

TPA:

PALM BEACH METROPOLITAN
PLANNING ORGANIZATION, a/k/a
Palm Beach MPO, d/b/a Palm Beach
TRANSPORTATION PLANNING AGENCY

By: _____
Print Name: _____

By: _____
Robert S. Weinroth, Chair

Date: _____

Date: _____

WITNESS FOR DIRECTOR:

ATTEST FOR TPA:

Print Name: _____

Margarita Pierce, TPA Executive Administrator

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Paul R. Gougelman, Esq.
TPA General Counsel

EXHIBIT A

Executive Director Job Description

EXECUTIVE DIRECTOR

FLSA Classification	Exempt (Administrative)
Reports to	Palm Beach TPA Governing Board
Type	Regular, Full-time
Date Prepared	07/04/2022
Date Modified	N/A

General Statement of Position:

The Executive Director is responsible to the 21-member Palm Beach TPA Governing Board (the "Governing Board") to coordinate closely with partner agencies such as the Florida Department of Transportation (FDOT), Federal Highway Administration (FHWA), Federal Transit Administration (FTA) and other statewide organizations on issues of importance to the transportation community. The Executive Director serves as the chief executive officer of the TPA and implements the mission of the TPA as detailed in its adopted Strategic Plan and Unified Planning Work Program (UPWP).

The Executive Director serves as the face of the TPA and assists the Governing Board in creating and then implementing policy decisions which affect the transportation community in Florida, through engaging partners, making presentations, and participating in a wide variety of public forums. They have direct oversight of the leadership team and the authority to hire, evaluate, promote, discipline, demote and/or terminate TPA employees. The Executive Director is responsible for conducting the transportation planning process to enhance the transportation network of Palm Beach County over the short and long-term future, including engaging the public, planning systems, prioritizing funding, implementing projects, collaborating with partners, and administering the agency.

This work is performed in a high visible public arena, and it requires frequent evening and weekend work.

The Executive Director receives general oversight from the Governing Board. Self-direction and self-motivation are essential attributes for this position.

Position duties include:

- Provide overall staffing and management of the TPA's leadership team and indirectly supervise and support all TPA staff.
- Organize meetings, prepare agendas and supporting materials.
- Provide technical and administrative support in response to decisions resulting from Governing Board meetings.
- Provide leadership through the Governing Board to refine and implement the TPA's transportation vision.
- Advance the TPA's Strategic Plan goals through specific actions and achievement of targeted outcomes.

- Maintain the TPA's Long Range Transportation Plan (LRTP), List of Priority Projects (LOPP) and Transportation Improvement Program (TIP).
- Educate and inform the Governing Board about transportation planning and funding issues and opportunities.
- Develop effective working relationships with local elected officials, MPO staffs, State legislative staffs and elected officials, FDOT, FHWA and FTA staff, Florida League of Cities, Florida Association of Counties, Florida Public Transportation Association, and other state agencies.
- Facilitate the continued evolution of the organization consistent with the vision of the Governing Board.
- Monitor and review proposed Federal and State legislation that may affect transportation, providing comments as needed in writing or verbally
- Act as a resource for the Florida Legislature regarding transportation planning.
- Provide recommendations and drafts legislation as necessary.
- Attends relevant workshops, meetings, and conferences to update the TPA on the latest developments on issues affecting transportation.
- Serves as the principal policy advisor to the TPA on Federal and State transportation planning activities.
- Reviews legislative and policy issues from the perspective of the transportation community.
- Collaborate with regional partners (FDOT, MPOs, transit agencies, county and municipal governments, etc.) to achieve common goals through consensus.
- Administer the day-to-day operations of the TPA pursuant to Governing Board policies and applicable laws and regulations.
- Leads staff conducting a wide range of activities including the development and implementation of various plans, transportation planning research, transportation safety practices and transportation performance measures.
- Monitor legislation and follow transportation related issues, report to the membership and partners on the status of legislation and actively work to support or oppose bills as needed.
- Counsel board members equally and thoroughly to support informed decisions.
- Serve as a contract manager and oversees the administrative and technical details associated with the oversight of contracts. Coordinate with staff and consultants and contractors to ensure the delivery of quality products, the timely execution of tasks and the appropriate use of funds.
- Coordinate and provide presentations on a wide range of transportation policy and planning issues.
- Serve as a technical resource for FDOT, FHWA, FTA, and MPOs.

Minimum Qualifications:

To perform this job successfully, an individual must be able to perform each of the aforementioned essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and Experience:

Seven (7) or more years of progressively responsible supervisory experience in a transportation planning organization combined with a bachelor's degree in transportation planning or engineering, urban or regional planning, public or business administration, or an equivalent combination of education and experience. MPO experience, a master's degree and an AICP or P.E. are preferred.

Certificates, Licenses, Registrations

Must have or maintain a valid Florida Driver's License and maintenance of clean driving record.

Knowledge

- Knowledge and understanding of federal and state transportation planning processes and programs
- State statutes related to transportation planning and programming
- Governmental budgeting and fiscal policy
- Multimodal Transportation Systems

Skills

- Preparing and giving oral presentations.
- Understanding the political aspects of the job while remaining nonpolitical
- Public sector management including oversight of budgeting, finance, and human resources

Abilities

- Build strong relationships with others in the transportation community, government, and interest groups
- Anticipate needs of the membership and proactively initiate solutions while keeping the Governing Board informed
- Manage, lead, and supervise staff
- Function as policy advisor on federal and statewide transportation planning activities
- Responsibly manage multiple and diverse programs and planning activities with a variety of government and private agencies
- Awareness of proposed legislation and rulemaking notices and understanding of their impacts on transportation and work with lobbyists towards the mission and vision of the TPA
- Explain complex issues in "plain speak"
- Lead, encourage and empower employees to achieve at their highest level

Benefits

The TPA offers a competitive salary and excellent benefits package including paid leave and TPA-funded insurance, retirement, transportation, and tuition reimbursements.

Working Conditions

While performing the duties of this job, the employee is subject to the following conditions:

- Environment:
 - The work is generally performed within an office environment.
 - Lighting and temperatures are typically adequate, and there are little hazardous or unpleasant conditions caused by noise levels, atmospheric levels, etc.
 - The noise level in the work environment is typically quiet to moderate.
- Physical Demands:
 - The employee is generally sedentary, but may occasionally be required to stand, walk, stoop, kneel or bend at the waist.
 - The ability to lift and carry 20 pounds as occasionally required.
 - Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.
 - Specific hearing abilities required by this job include the ability to hear and speak to communicate in person, before groups, and over the telephone.
- Work Authorization/Security Clearance
 - The employee must successfully pass a criminal and credit background.
 - The TPA will also verify the identity and employment authorization of individuals hired so the proper completion of Form I-9 is required, which includes the employee providing documents evidencing identity and employment authorization.
 - The TPA is a drug-free workplace as provided in Section 440.101 *et seq.*, Florida Statutes so the employee may be subject to drug and alcohol screens, as permitted by law.

Other Duties

The above information is intended to indicate the general nature and level of work performed by the employee in this position. This description is not intended to contain or be interpreted as a comprehensive inventory of all duties and qualifications required of employees assigned to this position. Duties, responsibilities and activities may change at any time with or without notice.

ACKNOWLEDGEMENT:

By signing below, employee acknowledges receipt of this position description.

PRINTED NAME OF EMPLOYEE

SIGNATURE OF EMPLOYEE

(Date)