

**AGREEMENT
BY AND BETWEEN THE
PALM BEACH METROPOLITAN PLANNING ORGANIZATION AND
THE TREASURE COAST REGIONAL PLANNING COUNCIL
FOR PLANNING SERVICES
(Land Use & Transportation Relationships along SR 7)**

This Agreement is made as of this _____ day of _____, 2009, by and between the Palm Beach Metropolitan Planning Organization, an entity created pursuant to the provisions of Chapters 163 and 339, Florida Statutes, (hereinafter referred to as the MPO) and the Treasure Coast Regional Planning Council, an entity created pursuant to the provisions of Chapters 163 and Chapter 186, Florida Statutes, (hereinafter referred to as the RPC).

WITNESSETH

WHEREAS, the MPO has requested the services of the RPC in connection with planning, design and implementation issues related to improving the relationship between land use and transportation planning, including multi-modal techniques and strategies, transit-oriented development, long-range planning, the development of transit-oriented site plans and concept plans, public education, fiscal and social analysis of projects and programs, the development of interagency projects and programs, multi-modal transportation districts and planning tools, and the development of public/private partnerships as set forth in the Scope of Services attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the RPC's primary focus in its performance of this Agreement will be on the land use/transportation relationships in Palm Beach County along State Road 7, generally located between a ¼-mile north of Glades Road south to the Palm Beach County line; and

WHEREAS, the MPO agrees to fund the costs associated with the performance of services by the RPC in accordance with the Scope of Services identified in Exhibit "A" to this Agreement; provided, however, that this funding obligation is contingent upon the Florida Department of Transportation's (hereinafter "FDOT") approval of this Agreement, a determination by FDOT that said costs are "eligible project costs" for which the MPO will be reimbursed, and FDOT's approval of each requisition or invoice submitted by the MPO to FDOT for reimbursement under the MPO's Joint Participation Agreement with the FDOT dated December 12, 1980 ("JPA").

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and obligations set forth herein, the MPO and RPC agree as follows:

Section 1. **Incorporation of Facts.** The facts set forth above, in the preamble to this Agreement, are true and correct and incorporated into and made a part of this Agreement by reference.

Section 2. **Purpose.** The purpose of this Agreement is to set forth the various duties, rights, and obligations of the parties regarding RPC's provision of services to the MPO.

Section 3. **Representatives.** The MPO's representative during the performance of this Agreement is Randy Whitfield, Director of the MPO, whose telephone number is (561) 684-4170. The RPC's representative during the performance of this Agreement is Michael Busha, Executive Director, whose telephone number is (772) 221-4060.

Section 4. **Effective Date, Term, and Renewal.** This Agreement shall take effect upon _____, and shall remain in full force and effect for a period of two (2) years, expiring on _____, 2011, unless sooner terminated as provided herein.

Section 5. **Services.**

A. The RPC shall perform the work and provide the services, as described in the Scope of Services (also referred to herein as the "Scope") attached hereto as Exhibit "A" and incorporated into and made a part of this Agreement, following the MPO's issuance of a Notice to Proceed. The total not to exceed cost of the services as described is Two Hundred Twenty-Seven Thousand, Five Hundred Dollars (\$227,500.00). The MPO's and the RPC's representatives will mutually agree in writing as to the specific locations to be analyzed.

B. Prior to the issuance of a Notice to Proceed, the parties' representatives shall establish a timeline for the performance of each task, the expected delivery date for any deliverables(s), and the not to exceed cost of each task identified in the Scope of Services. The work shall be performed or completed in accordance with the detailed task requirements referenced in the Scope of Services. The cost of each task, including all expenses, shall not exceed the amount established by the parties' representatives for that task, and the sum of the total cost of the performance of all of the tasks identified in the Scope of Services, inclusive of all expenses shall be equal to or less than the maximum amount set forth in Section 6 of this Agreement. All memoranda, deliverables data, reports, and the like shall be delivered or completed in accordance with the requirements of the MPO.

C. During the term of this Agreement, upon the MPO's request, RPC representatives will meet with the MPO's staff, officials, members of the public, and other local governmental entities, and participate in meetings of the MPO's Board at the times and places required by the MPO to discuss the status and outcome of the work or Scope, as well as the need for revision to a particular task(s) or the performance of additional work. Such meeting(s) and public participation activities, shall be a part of the cost established for each task, and no additional compensation will be due the RPC for the activities described in this paragraph.

Section 6. **Payments.** The maximum or not to exceed contract amount to be paid by the MPO to the RPC under this Agreement is Two Hundred Twenty-Seven Thousand, Five Hundred Dollars (\$227,500.00), including any out-of-pocket or reimbursable expenses.

A. The RPC will bill the MPO for services rendered. Each billing shall not exceed the amount established by the parties for the work or task(s) performed, the amount established for that fiscal year of the Agreement and the maximum or total not to exceed contract amount. All expenses incurred by the RPC during its performance of the Agreement shall be included in the task(s) amount established by the parties for the services. The MPO shall not reimburse the RPC for any expenses, including travel costs, incurred by RPC in its performance of the services.

B. Invoices received from the RPC will be reviewed and approved by the MPO's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Palm Beach County Finance Department for payment. Invoices shall cite the contract number and shall contain an original signature of an authorized RPC official. Invoices will normally be paid within thirty (30) days following the MPO's representative approval. Payments will be remitted to the RPC at the address set forth in Section 32 of this Agreement or such other address as is designated in writing by the RPC to the MPO.

C. No expenses incurred by the RPC in its performance of the services are eligible for reimbursement.

D. In order for each party to close its books and records, the RPC will clearly state "final invoice" on its last and final billing. This certifies that all services have been properly performed and all charges and costs have been invoiced to the MPO. Since this account will thereupon be closed, any and other future charges, if not properly included on this final invoice, are waived by the RPC.

Section 7. Reports and Ownership of Documents.

A. All written and oral information provided by the MPO to the RPC shall be considered a public record open to public inspection unless the MPO simultaneously with the providing of such information to the RPC, specifically and in writing, indicates that certain information is not in the public domain or not previously known and the basis for it being excluded from public review and inspection. All drawings, maps, sketches, programs, data-base reports, and other data developed under this Agreement shall be the shared property of the MPO and other agencies providing funding but may be reused by the MPO or RPC.

B. Notwithstanding anything in this Agreement to the contrary, both parties agree to comply with the provisions of Florida's Public Records Law. The MPO and RPC reserve the right to unilaterally cancel this Agreement, should the other party hereto refuse to allow public access to any documents, papers, letters or other material subject to the provisions of Chapter 119, F.S.

Section 8. No Agency Relationship. Nothing contained in this Agreement nor any contract of the RPC's shall create an agency relationship between the MPO and the RPC. Neither party shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other party, or its officers, employees, servants or agents. In addition, nothing contained herein shall be construed as a waiver of sovereign immunity by either party or a waiver of the liability limits set forth in Section 768.28, F.S.

Section 9. Termination. This Agreement may be terminated by the RPC upon thirty (30) days written notice to the MPO's representative in the event of substantial failure by the MPO to perform in accordance with the terms of this Agreement through no fault of the RPC. It may also be terminated, in whole or in part, by the MPO, with cause upon five (5) days written notice to the RPC and without cause and for the convenience of the MPO upon ten (10) days written notice to the RPC. Notwithstanding the forgoing or anything in this Agreement to the contrary, termination by the MPO shall not become effective

until written notice of termination has actually been received by the RPC at its address set forth in this Agreement or other address designated in writing by the RPC in a notice to the MPO. The RPC shall not be entitled to any anticipated lost profits on uncompleted work or other damages as a result of the MPO's termination of this Agreement for convenience. The RPC shall be paid for services rendered to the MPO's satisfaction through the date of termination except, that if the RPC is in default the MPO shall have a right of set off against the amount that would otherwise be payable to the RPC to compensate the MPO for any actual damages suffered because of the RPC default(s). After receipt of a Termination Notice and except as otherwise directed by the MPO, the RPC shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to MPO.
- D. Continue and complete all parts of the work that have not been terminated.

Section 10. **Prohibition of Discrimination.** The RPC represents and warrants that neither it nor its employees will discriminate in the performance of this Agreement and that all of its employees and applicants for employment shall be treated equally and without regard to race, sex, sexual orientation, color, religion, disability, age, marital status, national origin, or ancestry.

Section 11. **Insurance.** It shall be the responsibility of the RPC to provide evidence of the following minimum amounts of insurance coverage or legal liability protection:

A. RPC shall procure and maintain through the term of this Agreement, Worker's Compensation & Employers Liability insurance up to the statutory limits specified in Section 440.02, Florida Statutes. The Worker's Compensation insurance shall extend to all employees of the RPC and, if required by law, shall also extend to volunteers of RPC.

B. Without waiving the right to Sovereign Immunity as provided by Section 768.28, Florida Statutes, RPC and MPO agree that the limits of insurance coverage which the RPC is to procure and maintain through the term of this Agreement for Commercial General Liability and Business Automobile Liability shall be at least the coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence or such monetary waiver limits as may, from time to time during the term of this Agreement, be set forth in the Florida's sovereign immunity statute, which MPO recognizes as acceptable regarding General Liability and Automobile Liability. The RPC reserves the right to self-insure for the coverage limits set forth above.

C. Certificates of Insurance, evidencing that required insurance coverages have been procured by RPC and delivered to the MPO and are attached hereto as Exhibits "B" and "C." If the RPC has elected to self-insure during the term of this Agreement it shall provide evidence thereof in a form deemed satisfactory to MPO and have received MPO's approval thereof prior to terminating RPC's insurance

coverage. The signed Affidavit or Certificate of Insurance evidencing the required Commercial General Liability insurance coverage shall contain an “additional insured endorsement” naming the Palm Beach Metropolitan Planning Organization, as an additional insured.

When obtaining new insurance the RPC shall endeavor to obtain Certificate(s) of Insurance containing a statement that unequivocally provides that not less than ten (10) days written notice to MPO will be given prior to cancellation of coverage thereunder. In the event RPC is unable to provide Certificate(s) of Insurance that satisfy the notice requirements of this paragraph, the MPO’s Executive Director may, on a case by case basis and for good cause shown (e.g., RPC is unable to furnish a certificate of insurance that complies in all respects with the notice requirements after diligently attempting to obtain such a certificate), waive or vary these notice requirements.

All insurance must be acceptable to and approved by MPO and Palm Beach County as to form, types of coverage, and acceptability of the insurers providing coverage. Notwithstanding anything to the contrary in this Agreement, the Certificates of Insurance which have been obtained by the RPC and furnished to MPO attached hereto as Exhibits “B” and “C” are hereby approved as of the time of submittal, as satisfying the requirements for insurance that the RPC is required to obtain under this Agreement.

Section 12. **Personnel.** RPC represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the MPO nor shall they be considered as joint employees or volunteers of the MPO.

All of the services required hereunder shall be performed by the RPC or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

RPC warrants that all professional services shall be performed by skilled and competent personnel to the highest professional standards in the field.

Section 13. **Availability of Funds.** The MPO’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the MPO and Palm Beach County’s Board of County Commissioners. In addition, the MPO shall not be obligated to perform or pay for any services provided or to be provided under this Agreement, including reimbursement of costs and expenses: 1) if FDOT has not approved this Agreement; 2) if FDOT determines that any of the services provided or to be provided, including reimbursement of costs or expenses are not “eligible project costs” for which the MPO will be reimbursed; 3) if FDOT shall not approve any requisition or invoice submitted by the MPO to FDOT for reimbursement under the MPO’s JPA with FDOT; or 4) if FDOT shall terminate or cancel its JPA with the MPO or fail to fully fund its obligations thereunder.

Section 14. **Conflict of Interest.** RPC represents that it 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, Florida Statutes. RPC further represents that no person having any such interest shall be employed for said performance.

The RPC shall promptly notify the MPO's representative, in writing, by certified mail, of all potential conflicts or interest for any prospective business association, interest, or other circumstance which may influence or appear to influence RPC's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that RPC may undertake and request an opinion of MPO as to whether the association, interest, or circumstance would, in the opinion of MPO, constitute a conflict of interest if entered into by RPC. MPO will endeavor to notify RPC of its opinion by certified mail within thirty (30) days of receipt of notification by RPC. If, in the opinion of MPO, the prospective business association, interest, or circumstance would not constitute a conflict of interest by RPC, MPO shall so state in the notification and RPC may, at its option, enter into said association, interest, or circumstance.

Section 15. **Independent Contractor Relationship.** RPC is and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor and not an employee, agent, or servant of MPO. All persons engaged in any of the work or services performed pursuant to this Agreement shall, at all times and in all places, be subject to RPC's sole direction, supervision, and control. RPC shall exercise control over the means and manner in which it and its employees perform the work, and in all respects, RPC's relationship and the relationship of its employees to MPO shall be that of an Independent Contractor and not as employees or agents of the MPO.

RPC does not have the power or authority to bind the MPO in any promise, agreement, or representation.

Section 16. **Contingent Fees.** The RPC warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for RPC, 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 RPC, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Section 17. **Access and Audits.** RPC shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, RPC shall maintain such records until notified by the MPO that the litigation or claims have been concluded and resolved. The MPO, the Florida Department of Transportation (also referred to herein as "FDOT") and the U.S. Department of Transportation Federal Highway Administration shall have access to and RPC shall make available its books, records, and documents related to the performance of this Agreement, for the purpose of inspection or audit, during normal business hours at RPC's place of business.

Section 18. **Preparation of Documents, Certifications and Reports.** Should the MPO be required by FDOT or an agency of the Federal government to provide any certifications, documents or reports related in any manner to this Agreement, RPC will cooperate and assist the MPO with the preparation of such.

Section 19. **FDOT Funded Project.** This Agreement is funded in whole or in part by funds

received from FDOT by the MPO. The expenditure of such funds is subject to the terms and conditions of a Joint Participation Agreement (JPA) between the MPO and the FDOT dated December 12, 1980. The RPC shall not perform any act, fail to perform any act or refuse to comply with MPO requests which would cause the MPO to be in violation of any term or condition of its JPA with FDOT or cause FDOT to refuse to approve a requisition or invoice for payment or reimbursement submitted by the MPO. RPC will immediately remedy any deficiency or violation found by the MPO upon notice of such from the MPO, or alternatively, and in addition to any other right to terminate this Agreement, RPC may terminate this Agreement by providing written notice to the MPO. In the event of termination, the RPC will be paid by the MPO for services satisfactorily rendered through the effective date of termination; provided, that, no circumstance(s) exists which would limit or restrict the MPO's obligation to pay, as set forth in this Agreement, including but not limited to those described in Section 13. The MPO's obligation to pay the RPC is contingent upon the MPO's receipt of funds from the FDOT for the purposes of this Agreement.

Section 20. **Authority to Practice.** RPC hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to MPO's representative upon request.

Section 21. **Assignment.** Neither this Agreement, nor any interest herein, shall be assigned, subcontracted, conveyed, transferred, or otherwise encumbered, in whole or in part, by RPC without the prior written consent of MPO.

Section 22. **Indemnification.** To the extent permitted by law, the RPC agrees to protect, defend, reimburse, save, indemnify and hold the MPO, its successors or assigns, and directors, officers, employees, servants and agents, free and harmless at all times from and against any and all suits, actions, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature related to arising out of the RPC's performance of this Agreement, and whether directly or indirectly caused, occasioned or contributed to, in whole or in part, by reason of any act, omission, fault or negligence, whether active or passive, of the RPC or anyone under its direction or control, or on its behalf. RPC's hold harmless and indemnity obligations shall apply to the fullest extent permitted by law, but shall not apply to liability caused by the negligence or willful misconduct of the MPO.

RPC further agrees to protect, reimburse, save, defend, indemnify and hold harmless the MPO, its successors and assigns, and its directors, officers, agents, servants and employees from and against any claim, demand, cause of action, loss, liability, interest, attorney fees, costs, and expense of whatsoever kind or nature arising out of any conduct or misconduct of the RPC not included in the paragraph above and for which the MPO or its officers, directors, servants, agents or employees are alleged to be liable.

Section 23. **Application of Federal Law.** The RPC hereby acknowledges that Federal laws, regulations, policies and related administrative practices may be applicable to the RPC's activities under this Agreement. The RPC agrees that this Agreement may be modified by the MPO, upon notice to the RPC and without further act of the parties, to conform to the most recent Federal laws, regulations, policies and related administrative practices made applicable to the MPO and the purposes of this

Agreement, as a result of the MPO's status as a grant recipient of Federal funds from the Federal Highway Administration.

Section 24. **Remedies.** This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. No person or entity other than the RPC or MPO shall have any rights in this Agreement or any remedy against either the RPC or MPO for a violation of any of the terms and conditions set forth herein or pertaining in any way to the services to be rendered by the RPC to the MPO hereunder.

Section 25. **Enforcement Costs.** Any costs or expenses, including reasonable attorney fees, associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties.

Section 26. **No Waiver.** No waiver of any provisions of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.

Section 27. **Captions.** The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 28. **Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

Section 29. **Severability.** Should any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement.

Section 30. **Entirety of Agreement and Modifications.** MPO and RPC agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

Section 31. **Survivability.** Any provision of this Agreement which is a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

Section 32. **Notice.** Notices, invoices, communications, and payments hereunder shall be deemed made if given in any of the following forms: (i) by registered or certified envelope, postage

prepaid, and addressed to the party to receive such notice, invoice, or communication (ii) by overnight courier service addressed to the party to receive such notice, invoice, or communication or (iii) 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 MPO:

Randy Whitfield, Director
Palm Beach Metropolitan Planning Organization
160 Australian Avenue, Suite 201
West Palm Beach, FL 33406
Phone: (561) 684-4170
Fax: (561) 233-5664

If to RPC:

Michael Busha, Executive Director
Treasure Coast Regional Planning Council
301 East Ocean Boulevard, Suite 300
Stuart, FL 34994
Phone: (772) 221-4060
Fax: (772) 221-4067

IN WITNESS WHEREOF, RPC and MPO have hereunto set their hands the day and year above written.

ATTEST:

PALM BEACH METROPOLITAN
PLANNING ORGANIZATION

By: _____
Executive Secretary

By: _____
Chair

WITNESS:

TREASURE COAST REGIONAL PLANNING
COUNCIL

Signature

By: _____
Chair

By: _____
Michael Busha

Approved as to Form and
Legal Sufficiency

By _____
County Attorney

Approved as to Terms
and Conditions

By _____
Executive Director, MPO

Exhibit “A”
SCOPE OF SERVICES

SR 7/U.S. 441 TRANSIT-SUPPORTIVE LAND USE PLANNING AND URBAN DESIGN ASSISTANCE

BACKGROUND AND PURPOSE

The Treasure Coast and South Florida Regional Planning Councils (RPCs) have worked together with the State Road 7 Collaborative in Broward County since 2003 to forge a consistent redevelopment vision for the SR 7 corridor. The RPCs conducted nine design charrettes for 14 cities which provided data and analysis to support local land-use and land development regulation changes supportive of urban redevelopment and transit on the corridor. The future right-of-way width of State Road 7, and whether to expand the existing six lanes with two additional lanes for transit, was discussed at length among the cities during the charrettes. Most cities along the corridor in Broward, due to limited right-of-way widths in most older communities, preferred to keep the existing six lane section of SR-7.

Since the completion of the State Road 7 corridor analysis in Broward, the Florida Department of Transportation, in coordination with Palm Beach County/MPO, Broward County/MPO, the RPCs and local municipalities, has conducted a Network Needs Assessment as part of the Western Broward and Palm Beach County Mobility Study. The Study Area focus of the Network Needs Assessment was west of Florida’s Turnpike between Sample Road and Yamato Road. The assessment considered 17 test scenarios to provide mobility in western Broward and Palm Beach Counties and indicated the SR 7 corridor would require at least two additional travel lanes. However, the Western Broward and Palm Beach County Mobility Study Oversight/Policy Committee recommended three scenarios for future roadway sections of SR 7 between the Sawgrass Expressway and Glades Road: a “four-plus-two” scenario and two “six-plus-two” scenarios, all with two dedicated lanes for transit.

The purpose of this proposal is to outline a scope of services that would develop a detailed analysis of land uses, development regulations, and community visioning all relative to transit-supportive redevelopment and relevant to the Network Needs Assessment in Palm Beach County. These analyses and undertakings are intended to develop a unified vision for SR 7 in Palm Beach and Broward Counties.

I. Scope of Services

The Treasure Coast Regional Planning Council (RPC) will work with the Palm Beach Metropolitan Planning Organization (MPO), Florida Department of Transportation (FDOT), local governments, local transit providers, and interested parties to provide planning and urban design services for the evaluation, planning and conceptual design of a transit-supportive corridor plan for State Road 7.

Study Area

The Study Area to be considered includes all parcels directly abutting the State Road 7 corridor within a ½-mile from the centerline of State Road 7/ U.S. 441 from a ¼-mile north of Glades Road to a ¼-mile south of the Hillsborough Canal (approximately three miles). Additionally, the detailed urban design and land-use analysis will extend beyond the ½ mile east and west of SR 7 to evaluate mobility routes and connections into existing origins and destinations and neighborhood centers along with key potential future origins or destinations.

Intergovernmental Coordination

1. The proposed study will include all jurisdictions, local and state agencies, and transit agencies within the defined study area. All identified partners (including but not limited to Palm Beach County/MPO; FDOT; City of Boca Raton and areas of West Boca) will be encouraged to participate in all pre-planning, planning, and urban design workshops, steering committees, technical advisory committees, and presentations.
2. The RPC will invite key stakeholders (including but not limited to elected officials; community leaders; residents and business owners; and county/municipal staff), and partners to participate in one-on-one interviews with the study team to identify study goals, provide input and plan public participation opportunities and strategies.
3. The RPC will prepare a Memorandum of Understanding for each identified partner to ensure that the purpose and expectations of the proposed study are understood and clearly defined.

A. Existing and Future Land Use Assessment

\$17,500

1. The RPC will conduct an existing and future land use assessment to determine the types and base levels of densities and intensities of use and their suitability for supporting transit use along the corridor, including at existing and currently planned transit stop locations. The assessment will include recommendations for future land use changes, as needed, to make transit a viable modal choice along SR 7 both within each county and between the two counties.
2. The assessment will include an evaluation of existing, proposed, and potential transit services, stop locations, and projects along the SR 7 corridor in relation to existing and future land use and with reference to MPO local and regional long range transportation plans (LRTPs), transit agency transit development plans (TDPs), and other relevant plans and programs.

B. Alternative Thoroughfare Typical Sections

\$10,000

1. The RPC will evaluate various thoroughfare typical sections and design options for the roadway, building upon the FDOT Transportation Needs Assessment as recommended by the Policy Oversight Committee. All thoroughfare typical sections shall comply with Florida

Department of Transportation / State Highway System standards per the FDOT Plans Preparation Manual and appropriate standards and criteria. The RPC will present the alternative typical sections for SR 7 to the FDOT Typical Section Committee prior to presenting to the public or inclusion in report documents.

2. The alternative typical roadway sections will include, at a minimum, the location and width of the following components: minimum right-of-way, auto travel lanes, dedicated transit lanes, median, sidewalk, border, and bicycle lane section with an emphasis on maintaining the existing pavement width.

C. Public Facilities and Level of Service (LOS) Analysis **\$12,500**

1. The RPC will conduct a base evaluation of available public facilities within the study area subject to concurrency or an adopted LOS standard in each local government's comprehensive plan, including potable water, sanitary sewer, parks and recreation, and public school facilities. The evaluation will identify available capacity for each type of facility and committed capacity.
2. The RPC will conduct an evaluation of existing and proposed development and redevelopment alternatives to determine if adequate public facilities exist or are scheduled.
3. The proposed thoroughfare typical sections shall be fully evaluated by FDOT for compliance with adopted LOS standards and effectiveness in addressing the travel demand. The previously completed Network Needs Assessment shall serve as a foundation for this evaluation.

The base evaluation and alternative public facilities analysis shall be conducted in a professionally accepted manner needed to satisfy Rule 9J-11, F.A.C.

D. Market Overview **\$22,500**

Prior to conducting the urban design charrette and public workshops, a professionally acceptable market overview shall be conducted for the study area to determine the range of uses that could reasonably be expected to be developed and absorbed within a five- to ten-year horizon. Population estimates (as procured by census data and projections and provided by a selected market analyst) through the twenty-year horizon will also be utilized as appropriate to inform the planning process. By providing realistic market expectations, this element of the study is vital for local governments to prioritize and phase land-use changes, land development regulations changes, and capital improvement allocations.

E. Urban Design and Visioning **\$145,000**

As has been noted, the Study Area consists of a roughly three-mile linear section in southern Palm Beach County.

This scope of services recognizes previous planning efforts in Broward County along the SR 7 Corridor. Developing a unified vision for the corridor in Broward and Palm Beach counties requires that the Palm Beach County segment be analyzed as rigorously as Broward County has in the past. Therefore, the scope of services includes the following:

Palm Beach County SR 7 Charrette
(Hillsborough Canal to ¼ mile north of Glades Road)

The RPC will conduct a seven-day public design charrette, with supporting public meetings and presentations, to identify transit-supportive development and redevelopment opportunities within a ½-mile east and west of State Road 7 in the study area. These opportunities will be recorded in a Charrette Master Plan, which will include recommended implementation strategies. With guidance from the Charrette Steering Committee, the RPC will perform the following sub-tasks:

- a. Receive from MPO a fully detailed base map and relevant plans and reports; attend up to three pre-charrette meetings with participating local governments and agencies to discuss the charrette; commence preliminary logistical planning. Estimated timeframe: task to begin within first month.
- b. Establish a Charrette Steering Committee of no more than ten individuals who are appointed by the MPO, participating agencies, and/or local governments; request from the participating agencies additional site information, as needed. Estimated timeframe: task to begin within first month.
- c. Conduct due diligence review of relevant planning documents from local governments and agencies, including Comprehensive Plans, Land Development Regulations, Corridor Plans, MPO Long-Range Transportation Plans, Transit Development Plans, and other project and program planning documents as appropriate). Estimated timeframe: task to begin within second month.
- d. Conduct due diligence review of existing conditions, utilizing the land use map data assembled in Task C along with adopted zoning designations, existing structures and uses, and development proposals for key parcels within the study area. Estimated timeframe: task to begin within second month.
- e. Conduct a series of public meetings with the Charrette Steering Committee members. Conduct a series of 30-minute interviews with business and property owners, elected officials, and residents/citizen leaders. Review supplemental project information; finalize charrette logistics. Estimated timeframe: task to begin within third month.
- f. Initiate charrette process on a selected Saturday; arrive with an eight- to ten-person design team. The design team will include as needed: architects, town planners, engineers, graphics & GIS specialists, economic and housing consultants, traffic experts, and other

expert consultants deemed necessary due to the nature of this project. Conduct a public workshop session from 10:00 AM to 3:00 PM. This session will consist of a kick-off presentation to elected officials, area residents and property owners; a design workshop in an appropriate format to reveal design issues and generate design ideas (the ratio of consultants to workshop participants at table sessions shall be no greater than 1:10, with one roaming presenter and local government or agency staff providing assistance to each table upon request), and a presentation of design ideas by the public. Estimated timeframe: charrette public event to be scheduled within three to four months after initiation, depending on dates selected by charrette steering committee.

- g. During the six days following the Saturday charrette public event (from Sunday, (month) (day), 2009 through Friday, (month) (day), 2009), RPC will create, refine, and illustrate an overall master plan for the study area as well as a conceptual plan for each project within the study area, with one or more explanatory sketches and diagrams, as appropriate.
- h. On the Friday following the Saturday charrette public event (Friday, (month) (day), 2009– 6:00pm – 9:00pm), a presentation of work in progress will be conducted for the MPO, local governments, participating agencies, and residents.

At all presentations, an appropriate auditorium with the required audio (sound system) and visual (8’ x 8’ screen) equipment shall be provided by the MPO.

F. Evaluation of Land Development Regulations **\$20,000**

Upon completion of Task G, the RPC will conduct an assessment of the existing land development regulations for each local government and include a summary of any necessary future land use modifications and implementing land development regulations that may be needed to implement the plan. This assessment will include projected costs to complete a future land use plan amendment and land development regulation update, if applicable.

G. Traffic Study **N/A**

The FDOT will conduct a traffic study building upon the FDOT Transportation Needs Assessment as recommended by the Policy Oversight Committee to measure the impacts to the proposed future roadway sections as influenced by urban design, land-use, and multi-modal transit options outlined in the master plan and Project Report. Traffic analysis shall occur concurrent with the development of land use and urban design master plans with a final traffic study reflecting the results of these efforts.

II. Project Deliverables

- 1. Deliverables. RPC shall provide the MPO with the following deliverables as final work products:
 - a. Study Area Map and Boundary Confirmation

- b. Establish a Project Steering Committee
- c. Memorandum of Understanding with Previously Identified Partners
- d. Existing and Future Land Use Assessment
- e. Existing and Future Transit Stop Assessment
- f. Development of Alternative Thoroughfare Sections for SR 7
- g. Public Facilities Availability Assessment
- h. Market Potential Study
- i. Urban Design Charrette
 - i. Conceptual master plan (1) for the study area, rendered in color at an appropriate scale and suitable for publication.
 - ii. Perspective sketches or diagrams (as many as needed) illustrating significant plan features or explaining design ideas consistent with the respective plan. Each sketch or diagram will be rendered in color or black and white, at an appropriate size, and suitable for publication.
 - iii. Street Sections: (as many as needed) illustrating in diagrammatic form the relationships among the various elements within, and adjacent to the right of way. Each section will be rendered in color or black and white, at an appropriate size, and suitable for publication.
 - iv. PowerPoint Presentations: All presentations (kick-off, work-in-progress, final) will be available in PowerPoint format immediately after they are presented. The presentation of work-in-progress will contain initial draft recommendations and will be available on Friday evening, at the conclusion of the work-in-progress presentation.
- j. Land Development Regulation Review
- k. Project Report
 - i. The Final Project Report (booklet) will summarize items a through k (above) and include a project narrative and conceptual design ideas and analysis consistent with traditional urban form for improving transit options within the corridor. The report will also outline priority items and methods for their

implementation. The implementation recommendations will include a discussion of modal options, appropriate transit technologies and operational characteristics, preliminary overview of capital and operations costs, and various sources of funding. The report will also summarize the findings of all traffic analyses and studies developed during the master-planning process.

- ii. Three color copies and one electronic copy (PDF format) of the Draft Project Report will be provided to Palm Beach County/MPO, and FDOT staff for distribution. Three color copies and one electronic copy (PDF format) of the Final Project Report will be provided to the Palm Beach County/MPO, and FDOT staff for distribution. The report shall be in color and suitable for publication and reproduction. The report shall be available ten to twelve weeks after the charrette and workshops.
- iii. The RPC will deliver work-in-progress reports and presentations and final reports and presentations to all requisite agencies and local governments upon request.

NOTE: Any changes to municipal comprehensive plan(s), CRA redevelopment plan(s), or any other policies necessary for the implementation of the charrette master plan and project report are not part of this contract.

2. **Format of Deliverables:** RPC shall provide the MPO and FDOT with final work products in the following format:
 - a. RPC shall print written documents on paper, as appropriate, and shall also provide digital copy of such documents in an appropriate format (QuarkXpress or pdf).
 - b. RPC shall provide graphic documents, including drawings, diagrams, maps, perspective renderings, or other comparable materials as requested in a digital format suitable for reproduction. Individual printed copies will also be available at the cost of reproduction.
 - c. RPC shall provide the MPO and FDOT with a digital copy of all the PowerPoint presentations used for this project.
 - d. The MPO may request additional copies of deliverables upon payment to RPC of the actual reproduction cost.

III. Fees and Reimbursable Expenses

1. **Fees:** The total fee for RPC Transit-Supportive Land Use Planning and Urban Design Assistance, as described in the scope above, shall be \$227,500 (two-hundred twenty-seven thousand, five-hundred dollars). Funding for this effort will come from the Palm Beach

County/MPO, and FDOT. Funding may also be secured from private sources expected to be affected by transit improvements on the SR 7 Corridor in Palm Beach counties. Additional in-kind participation is anticipated by affected local governments. The total fee includes travel, out of pocket expenses (printing and reproduction costs) film processing, mail, couriers, and other costs related to the professional services we are providing.

- 2. Payment Schedule:** The fee payments to the RPC shall be according to the following schedule:

\$34,125: Fifteen percent (15%) of the professional fees at the full and complete execution of this contract.

\$113,750: Fifty percent (50%) of the professional fees upon completion of the Palm Beach County SR 7 Charrette.

\$56,875: Twenty-five percent (25%) of the professional fees upon submittal of Draft project report and findings.

\$22,750: Ten percent (10%) of the professional fees upon submittal of final, revised project report.

IV. Anticipated Timeline

JUNE 2009:

Sign contract and begin Pre-Charrette work and analysis

JULY/AUGUST 2009:

Pre-Charrette phase (establish and meet with Charrette Steering Committee, pre-charrette interviews, logistics, etc)

SEPTEMBER/OCTOBER 2009:

Conduct seven-day SR 7 Charrette in southern Palm Beach County

DECEMBER 2009/JANUARY 2010:

Deliver DRAFT of completed Charrette report, findings, and recommendations

MARCH/APRIL 2010:

Deliver FINAL completed Charrette report, findings, and recommendations