TREASURE COAST REGIONAL PLANNING COUNCIL

MEMORANDUM

To: Council Members
From: Staff
Date: July 12, 2019

Subject: Interlocal Agreement with Indian Trail Improvement District
Complete Streets Mobility Plan

Introduction
The purpose of this item is to request Council approval to execute an Interlocal Agreement with the Indian Trail Improvement District (ITID) to develop the Complete Streets Mobility Plan.

Analysis
The ITID provides roadway, stormwater drainage, and park services in the unincorporated area of Palm Beach County known as “The Acreage.” With the advent of development in the surrounding areas, especially the new City of Westlake, ITID anticipates significant impacts to their existing road network, which is primarily unpaved. They have requested the services of the Council to develop a multi-layered Complete Streets Mobility Plan to address these issues, improve resident mobility, and preserve community character.

The scope of services in the attached Interlocal Agreement includes identifying key transportation facilities and planned improvements; identifying community assets and destinations; gathering public input on needs and priorities; developing network maps for vehicular, transit, and school bus; freight, bicycle, pedestrian, and equestrian facilities; developing cost estimates and implementation priorities; and communicating with adjacent local governments and relevant agencies. Council’s fee for this work is $117,500.

Recommendation
Staff recommends approval of the attached Interlocal Agreement with the Indian Trail Improvement District.

Council Action – July 19, 2019
Commissioner Smith from Martin County moved approval of the staff recommendation. Councilmember Marino from the City of Palm Beach Gardens seconded the motion, which carried unanimously.

Attachment
INTERLOCAL AGREEMENT
BY AND BETWEEN
INDIAN TRAIL IMPROVEMENT DISTRICT
AND
TREASURE COAST REGIONAL PLANNING COUNCIL

This INTERLOCAL AGREEMENT is entered in this _____ day of __________, 2019 by and between INDIAN TRAIL IMPROVEMENT DISTRICT, an Independent Special District of the State of Florida (herein referred to as “ITID”), and TREASURE COAST REGIONAL PLANNING COUNCIL (herein referred to as “TCRPC”), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

W I T N E S S E T H:

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969”, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the need and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into Interlocal Agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Board of Supervisors of Indian Trail Improvement District desires to evaluate and assess its transportation facilities to promote the safe and convenient mobility of residents and patrons of the District.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties hereto agree as follows:

SECTION 1. PURPOSE AND SCOPE

A. The purpose of this Interlocal Agreement is for ITID to contract with the TCRPC to assist ITID with preparing a Mobility Plan, more particularly defined in the attached Attachment “A”, to identify, evaluate, and recommend priorities for road improvement projects within the ITID boundaries.

B. The ITID and TCRPC agree to act in a spirit of mutual cooperation and good faith in the implementation of the Agreement and its purpose.
SECTION 2. GENERAL TERMS AND CONDITIONS

A. This Agreement shall commence upon execution by the last of the parties. The TCRPC shall work on the elements of the project as identified in the Scope of Services, attached hereto and incorporated herein as Attachment “A”.

B. The ITID and TCRPC agree to be governed by applicable local, state and federal laws, rules and regulations.

C. Modifications of this Agreement may be requested by any party. Changes, which are mutually agreed upon, shall be valid only when reduced to writing, duly signed by each party and attached to the original Agreement.

D. The ITID agrees to:

1. Provide all files, data, and information that are available as requested by the TCRPC.
2. Provide access to professional services of relevant firms under contract to ITID related to transportation, stormwater, planning, and other relevant specialties.
3. Process all requests for reimbursement in a timely manner

SECTION 3. CONTRACT PRICE/FUNDING/CONSIDERATION

A. TCRPC shall provide the agreed services for an amount not to exceed ONE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($117,500.00), payable according to the Fee Disbursement Schedule attached hereto as Attachment “A”. The amount to be paid by ITID may be reduced by funding provided by other agencies; however, no such reduction is assured.

B. Payment will be made in accordance with the Fee Disbursement Schedule in the Scope of Services and the terms of the Local Government Prompt Payment Act, Chapter 218, Part VII, F.S..

SECTION 4. TERMINATION

This Agreement may be cancelled by the TCRPC upon thirty (30) days prior written notice to the ITID in the event of substantial failure by the ITID to perform in accordance with the terms of this Agreement through no fault of the TCRPC; provided the ITID shall fail to cure same within that thirty (30) day period. It may also be terminated, in whole or in part, by the TCRPC without cause upon thirty (30) days prior written notice to the ITID. It may also be terminated, in whole or in part, by the ITID, with or without cause, immediately upon written notice to the TCRPC. Unless the TCRPC is in breach of this Agreement, the TCRPC shall be paid for services rendered in accordance with the requirements of this Agreement through
the date of termination. After receipt of a Termination Notice and except as otherwise
directed by the ITID the TCRPC 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 progress, completed work, and other materials related to the
terminated work to the ITID.
D. Continue and complete all parts of the work that have not been terminated.

SECTION 5. PERSONNEL

The TCRPC represents that it has, or will secure at its own expense, all necessary personnel
required to perform the services under this Agreement except as otherwise noted in the scope of
services. Such personnel shall not be employees of or have any contractual relationship with the
ITID.

All of the services required hereunder shall be performed by the TCRPC 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.

The TCRPC agrees that it is responsible to the ITID, to the maximum amounts set forth by Sec.
768.28, Florida Statutes, for the negligent acts and omissions of subcontractors and of persons
either directly or indirectly employed by the TCRPC. Nothing contained herein shall create any
contractual relationship between any subcontractor and the ITID.

SECTION 6. INSURANCE

A. Prior to the execution of this Agreement by the ITID, the TCRPC shall provide certificates
evidencing insurance coverage as required hereunder. All insurance policies shall be issued
by companies authorized to do business under the laws of the State of Florida. The
Certificates shall clearly indicate that the TCRPC has obtained insurance of the type, amount,
and classification as required for strict compliance with this section and that no material
change or cancellation of the insurance shall be effective without thirty (30) days prior
written notice to the ITID’s representative. Compliance with the foregoing requirements shall
not relieve the TCRPC of its liability and obligations under this Agreement.

B. The TCRPC shall maintain, during the life of this Agreement, commercial general liability
insurance in the amount of $500,000 per occurrence to protect the TCRPC from claims for
damages for bodily and personal injury, including wrongful death, as well as from claims of
property damages which may arise from any operations under this Agreement, whether such
operations be by the TCRPC or by anyone directly or indirectly employed by or contracting
with the TCRPC.

C. The TCRPC shall maintain during the life of this Agreement, comprehensive automobile
liability insurance in the minimum amount of $500,000 combined single limit for bodily
injury and property damages liability to protect the TCRPC from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including, but not limited to, leased and rented automobiles whether such operations be by the TCRPC or by anyone, directly or indirectly, employed by the TCRPC.

D. **Insurance Certificate:** Indian Trail Improvement District shall be listed as an additional insured for the above Commercial, Automobile and Liability insurance coverage and a certificate of insurance reflecting same shall be delivered to Indian Trail Improvement District, which certificate of insurance shall be maintained on a continuing basis throughout the Term of this Agreement.

E. **Policy Endorsement:** Indian Trail Improvement District shall be named as Additional Insured with a CG 2026 Additional Insured–Designated Person or Organization Endorsement to District Engineer's Commercial General Liability Insurance Policy. The Additional insured Endorsement shall read "Indian Trail Improvement District, an Independent Special District of the State of Florida, its Officers, Employees and Agents". Additional Insured Endorsements coverage shall be provided on a primary basis. A copy of the Policy Endorsement(s) shall be provided to District.

**SECTION 7. REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement will be held in Palm Beach County, State of Florida. 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.

**SECTION 8. INDEMNIFICATION**

Each party to this Agreement agrees, to the extent permitted by law, to save, defend, reimburse, indemnify, and hold harmless the other parties, and the other parties respective officers, employees, servants or agents from each party’s own negligence or willful misconduct and from any and all claims, demands, damages, liabilities, causes of actions, legal or administrative proceeds, judgments, interest, attorney’s fees, costs and expenses arising in any manner directly or indirectly in connection with or incidental to the performance of this Agreement. Nothing in this provision shall be construed as consent by the parties to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes.

**SECTION 9. AVAILABILITY OF FUNDS**

The ITID performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the Board of Supervisors of Indian Trail Improvement District.
SECTION 10. DELAYS AND EXTENSIONS OF TIME

The TCRPC shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the TCRPC or its subcontractors and without their fault or negligence. Such causes include but are not limited to: acts of god; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the TCRPC’s request, the ITID shall consider the facts and extent of any failure to perform the work and, if the TCRPC’s failure to perform was without its or its subcontractors fault or negligence the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the ITID’s rights to change, terminate, or stop any or all of the work at any time.

If the TCRPC is delayed at any time in the process of the work by any act or neglect of the ITID or its employees, or by any other consultant employed by the ITID or by changes ordered by the ITID or any cause beyond the TCRPC’s control, or by delay authorized by the ITID pending negotiation or by any cause which the ITID shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the ITID may decide.

SECTION 11. REPRESENTATION AND NOTICE

In carrying out the terms of this Agreement, as more fully set forth in Attachment A, the ITID representative shall be the ITID Executive Director. TCRPC representatives and/or employees shall report to the ITID representative for day to day reporting.

All notices provided under or pursuant to the Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

For ITID:

Executive Director – Burgess Hansen
13476 61st North; West Palm Beach, FL 33412

For TCRPC:

Executive Director – Thomas Lanahan
421 SW Camden Avenue, Stuart, FL 34994

SECTION 12. RECORD KEEPING

A. All records submitted by the TCRPC shall be kept for three years after the termination of this Agreement and shall be sufficient and complete to verify compliance with the requirements of this Agreement.
B. The TCRPC shall allow access to its records during normal business hours and upon reasonable and advance requests of the ITID, its employees and agents.

SECTION 13. PUBLIC RECORDS

TCRPC shall comply with Florida's Public Records Act, and specifically section 119.0701, Florida Statutes, by agreeing to:

(a) Keep and maintain all public records required by the ITID to perform the service under this Agreement.

(b) Upon request from the ITID custodian of public records, provide the ITID with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the ITID.

(d) Upon completion of the contract, transfer, at no cost, to the ITID all said public records in possession of the TCRPC or keep and maintain public records required by the ITID to perform the service. If the TCRPC transfers all public records to the ITID upon completion of the contract, the TCRPC shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the TCRPC keeps and maintains public records upon completion of the contract, the TCRPC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the ITID, upon request from the ITID’s custodian of public records, in a format that is compatible with the information technology systems of the ITID.

IF THE TCRPC HAS A QUESTION REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, RELATING TO THE TCRPC DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BURGESS HANSON AT 561-793-0874, bhanson@indiantrail.com, Indian Trail Improvement District; 13476 61st North; West Palm Beach, FL 33412

SECTION 14. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The TCRPC shall deliver to the ITID’s representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the ITID under this Agreement.

All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the ITID’s expense shall be and remain the ITID’s property and may be reproduced and reused at the discretion of the ITID.
The ITID and the TCRPC shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations, made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

SECTION 15. INDEPENDENT CONTRACTOR RELATIONSHIP

The TCRPC 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 the ITID. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the TCRPC’s sole direction, supervision, and control. The TCRPC shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the TCRPC’s relationship and the relationship of its employees to the ITID shall be that of an Independent Contractor and not as employees or agents of the ITID.

The TCRPC does not have the power or authority to bind the ITID in any promise, agreement or representation other than as specifically provided for in this Agreement.

SECTION 16. CONTINGENT FEES

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

SECTION 17. NON-DISCRIMINATION

The TCRPC warrants and represents that all of its employees are treated equally during employment without regard to race, color, creed, religion, sex, national origin, political affiliation, age, marital status, family status, pregnancy, disability, sexual orientation, gender identity, or any other category provided by law and it shall not discriminate or permit discrimination against any employee or applicant for employment on such basis. TCRPC and ITID agree that no person shall be excluded from participation in, or be denied the benefits of, or otherwise be subjected to discrimination or retaliation on the basis of race, color, creed, religion, sex, national origin, political affiliation, age, marital status, family status, pregnancy, disability, sexual orientation, or gender identity under any activity or program carried out in the performance of this Agreement.
SECTION 18. SEVERABILITY

Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Interlocal Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Interlocal Agreement.

SECTION 19. ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the parties. This Agreement may be modified and amended only by written instrument executed by parties hereto.

SECTION 20. VENUE

To the extent allowed by law, the venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

SECTION 21. ATTORNEY’S FEES

Any costs or expense (including reasonable attorney’s fees) associated with the enforcement of the terms and for conditions of this Agreement shall be borne by the respective parties, however, this clause pertains only to the parties to this Agreement.

SECTION 22. DELEGATION OF DUTY

Nothing contained herein shall deem to authorize the delegation of the constitutional or statutory duties of the officers of the ITID or the TCRPC.

SECTION 23. FILING

This Agreement and any subsequent amendments thereto shall be filed by the ITID with the Clerk of the Circuit Court of Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

SECTION 24. EFFECTIVE DATE

This Agreement shall become effective upon its approval by the last of the ITID Board, and the Treasure Coast Regional Planning Council Executive Director, the due execution thereof by the proper officers of the TCRPC and the ITID.

SECTION 25. COOPERATION WITH STATE INSPECTOR(S) GENERAL

TCRPC understands that pursuant to Section 20.055(5), Florida Statutes, state officers, employees, agencies, special districts, boards, commissions, contractors, and subcontractors must cooperate with Inspector(s) General of the State of Florida in regard to any investigation, audit, inspection, review, or hearing and agrees to comply accordingly.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ATTEST: INDIAN TRAIL IMPROVEMENT DISTRICT, an Independent Special District of the State of Florida

By: ___________________________   By: ___________________________
    Name: Betty Argue
    Title: ITID Board President

    Mary M. Viator
    Secretary

[District Seal]

ATTEST: TREASURE COAST REGIONAL PLANNING COUNCIL

By: ___________________________   By: ___________________________
    Phyllis Castro
    Thomas J. Lanahan
    Accounting Manager
    Executive Director

FILED WITH CLERK OF CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA
THIS _______ DAY OF ____________, 2019

Sharon R. Bock, Esq., Clerk & Comptroller

By: ___________________________________
    Assistant Clerk
ATTACHMENT A

SCOPE OF SERVICES
FOR PLANNING ASSISTANCE REGARDING
COMPLETE STREETS MOBILITY PLAN
FOR THE INDIAN TRAIL IMPROVEMENT DISTRICT

JULY 11, 2019

PROJECT DESCRIPTION:

The Indian Trail Improvement District (ITID) seeks to engage the Treasure Coast Regional Planning Council (TCRPC) to develop a multi-layered Complete Streets Mobility Plan. The Scope of Services will include the following: (1) identify key transportation facilities and planned improvements within and adjacent to the ITID; (2) identify community assets and destinations; (3) gather public input regarding facility needs and priorities; (4) develop network maps identifying desired improvements for vehicular, public transit, school bus, freight delivery, bicycle, pedestrian, and equestrian facilities; (5) develop cost estimates and recommended implementation priorities for five-, ten- and twenty-year planning timeframes; and (6) communicate ITID facility needs and priorities to potential partner local governments and agencies.

The Palm Beach Transportation Planning Agency (TPA) is anticipated to be a funding partner in this effort. Specific portions of the work to be provided by TCRPC through TPA funding will be addressed in a separate agreement between the TPA and TCRPC.

The key elements of TCRPC planning services shall include:

- Data collection and analysis related to existing, planned and anticipated transportation improvements in and around the ITID boundaries;
- Coordination with Palm Beach Transportation Planning Agency (TPA) for production of a Complete Streets Mobility Plan consistent with TPA plans and policies;
- Coordination with adjacent local governments, including Palm Beach County, West Palm Beach, Palm Beach Gardens, Loxahatchee Groves, Royal Palm Beach, and Westlake as well as the Florida Department of Transportation;
- GIS mapping of transportation network layers, including roadway, public transit, school bus circulation, freight/truck routes, bicycle, pedestrian, and equestrian;
• Stakeholder meetings and public workshops to gather public input and present general findings and recommendations;

• Recommended improvements, with general cost estimates, for near-term, moderate, and long-term planning horizons (generally arranged for five, ten, and twenty-year timeframes) and evaluation of various implementation approaches; and

• Presentations to the ITID Board of Supervisors to gain input and direction regarding the proposed Complete Streets Mobility Plan.

SCOPE OF SERVICES

Task 1: Project Coordination Meetings

Project Meetings

TCRPC will facilitate all project coordination meetings needed for project development and as requested by the ITID. The project kickoff meetings will ensure clarity and consistency among all team members of the project mission and goals. TCRPC will also encourage other agency meetings including representatives from:

- Indian Trail Improvement District;
- Florida Department of Transportation (FDOT);
- Palm Beach Transportation Planning Agency (TPA);
- Palm Beach County; and
- Other agencies and local governments as appropriate.

Two project kickoff meetings, one with the ITID and TPA and a second with the ITID, TPA, and other agency representatives, will be scheduled in the first month following execution of the interlocal agreement. TCRPC will be responsible for kickoff meeting logistics, agendas, facilitation, and meeting notes. In addition, TCRPC anticipates periodic project meetings to occur throughout the project’s development and presentation to the ITID Board.

Task 1 Deliverables

Specific deliverables will include:

1. Updated Project Schedule
2. Facilitation of Project Kickoff Meetings
3. Project Kickoff Meeting Agendas, Sign-in Sheets, and Meeting Notes

Anticipated completion for Task 1 is 3rd Quarter 2019.

Task 2: Agency Coordination and Data Collection

Initial Agency Coordination
TCRPC will facilitate coordination with all relevant agencies related to the project, including those identified for the project kickoff meetings in Task 1.

**Base Documentation**

TCRPC will begin developing, with assistance from the ITID, FDOT, TPA, Palm Beach County, and other agencies, necessary base documentation for the project to include GIS databases, aerial photography, ownership maps, permits, utilities, traffic counts and projections, and other data as appropriate.

**Field Work**

TCRPC will conduct field work and site visits to develop a photo database and review on-site conditions. During field visits, TCRPC team members may schedule to meet with ITID and other representatives to tour specific areas to gain a greater understanding of relevant issues.

**Task 2 Deliverables**

Specific deliverables will include:
1. Updated Project Schedule
2. Project Memorandum #1, including
   a. Base Data for Complete Streets Mobility Plan
   b. Initial GIS Network Maps

*Anticipated completion for the Base Documentation and Field Work is 4th Quarter 2019.*

**Task 3: Stakeholder Outreach & Public Workshop 1**

**Public Outreach Efforts**

There will be coordinated public outreach efforts prior to the workshop to engender public interest and a sense of ownership in the process. The public outreach efforts will continue as needed throughout the development of project concepts.

**Stakeholder Meetings**

To broaden public input and to further inform the plan, up to ten stakeholder meetings will be facilitated by TCRPC in a location provided by the ITID. Participants are anticipated to include members of the ITID Board, ITID staff, residents, and property owners within the ITID.

**Public Workshop 1 (Visioning)**

In order to address the unique characteristics in the ITID boundaries, and to provide adequate public involvement and engagement, TCRPC will conduct a facilitated public workshop. The workshop will be open to all who are interested, and attendance will not be restricted to one segment of the community or another. The workshop will include an opening presentation
summarizing the due diligence findings, traffic data, opportunities and challenges, and measures to enable workshop participants to work with TCRPC facilitators to generate ideas and record them for consideration as part of the project. ITID will provide the workshop venue, public notice as required by ITID regulations, and refreshments. TCRPC will provide workshop facilitators, maps, presentations, and all other workshop materials.

Task 3 Deliverables

Specific deliverables will include:
1. Completion of Public Workshop 1
2. Project Memorandum #2, including
   a. Workshop 1 Presentation and Documentation
   b. Summary of Public Input

Anticipated completion for Task 3 is 1st Quarter 2020.

Task 4: Draft ITID Complete Streets Mobility Plan & Public Workshop 2

Draft ITID Complete Streets Mobility Plan & Public Workshop 2
TCRPC will consider traffic data, field assessments, and public and stakeholder input and develop a draft ITID Complete Streets Mobility Plan, including identification of facilities and recommended improvements for roadway, public transit, school bus route, freight/truck route, bicycle, pedestrian, and equestrian networks. The draft Plan will include recommended roadway dimensions, intersection treatments, traffic calming, multi-modal accommodations, medians, lighting, landscaping, and other features as identified through the analysis. The draft Plan will include generalized cost estimates and projects recommended for 5-, 10-, and 20-year timeframes as well as various implementation approaches. The draft Plan will be provided to ITID staff for review and comment. The draft Plan findings and recommendations will be presented in a multi-agency meeting facilitated by TCRPC, including representatives from adjacent local governments and agencies as identified in Task 1. Subsequently, the draft Plan findings and recommendations will be presented in Public Workshop 2 to gather additional public input. The ITID will provide the workshop venue, public notice as required by ITID regulations, and refreshments. TCRPC will provide workshop facilitators, maps, presentations, and all other workshop materials.

Task 4 Deliverables
Specific deliverables will include:
1. Draft ITID Complete Streets Mobility Plan
2. Facilitation of Multi-Agency Meeting
3. Completion of Public Workshop 2
4. Project Memorandum #3, including
   a. Multi-Agency Meeting Documentation
   b. Workshop 2 Presentation and Documentation
   c. Summary of Public Input

Anticipated completion for Task 4 is 2nd Quarter 2020.
**Task 5: Final ITID Complete Streets Mobility Plan**

Final ITID Complete Streets Mobility Plan

Following Public Workshop 2 and receipt of comments from ITID staff, TCRCP will incorporate suggested edits and revisions as appropriate and develop a final ITID Complete Streets Mobility Plan. The Plan will include a series of GIS-based network maps addressing roadway, public transit, school bus route, freight/truck route, bicycle, pedestrian, and equestrian networks facilities. The Final Plan will include recommended improvements phased for five-, ten- and twenty-year implementation timeframes along with generalized cost estimates, typical sections, and illustrations as appropriate. The Final Plan will also include recommended roadway dimensions, intersection treatments, traffic calming, multi-modal accommodations, medians, lighting, landscaping, and other features as identified through the analysis. The Final Plan will also include an evaluation of various implementation approaches, including but not limited to construction of improvements by ITID, partnerships with adjacent local governments, and incorporation. Working with ITID staff, TCRPC will present the Final Plan at a meeting of the ITID Board of Supervisors for their consideration.

**Task 5 Deliverables**

Specific deliverables will include:
1. Final ITID Complete Streets Mobility Plan
2. Completion of ITID Board Presentation
3. Project Memorandum #4, including
   a. ITID Board Meeting Summary and Documentation
   b. Summary of Additional Public Input

*Anticipated completion for Task 4 is 3rd Quarter 2020.*

**I. Project Deliverables**

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<tr>
<td>Transmittal of Draft ITID Complete Streets Mobility Plan</td>
<td>One electronic copy, PDF format</td>
</tr>
<tr>
<td>Transmittal of Final ITID Complete Streets Mobility Plan</td>
<td>One electronic copy, PDF format</td>
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II. Fees and Reimbursable Expenses

Professional services described in this scope of services will be performed for a fixed fee in the amount of $117,500. Funding for this effort will come from ITID with potential assistance from the Palm Beach TPA. Estimated costs per task are included as Attachment C. The total fee includes travel, out of pocket expenses (printing and reproduction costs), mail, couriers, and other costs related to the professional services. Council will provide all work and products, outlined in the scope above, payable per the following schedule. It does not include advertisement costs for any public hearings/workshops, meeting venue costs, or meeting refreshments. In the event that funding is secured from the TPA to TCRPC, the amounts due from ITID will be adjusted accordingly. Additional presentations, meetings, or work beyond what is stipulated in the Scope of Services section of this Agreement will be billed at a rate of $200.00 per hour.

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III. Anticipated Timeline

An anticipated project schedule, contingent upon execution of the Interlocal Agreement in August of 2019, is included in Attachment B.
### ATTACHMENT B
#### PROJECT COMPONENTS & ESTIMATED SCHEDULE

<table>
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<tr>
<th>PROJECT COMPONENTS &amp; ESTIMATED SCHEDULE</th>
<th>2019</th>
<th>2020</th>
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<tbody>
<tr>
<td>1-1 Conduct Due Diligence</td>
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<td>1-2 Local Government &amp; Agency Outreach Meetings (Data Collection)</td>
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<td>1-3 Staff Work Session 1</td>
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<tr>
<td>1-4 Stakeholder Interviews</td>
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<tr>
<td>1-5 Develop Preliminary GIS Maps</td>
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<tr>
<td>1-6 Staff Work Session 2</td>
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<tr>
<td>1-7 Public Workshop 1 (Visioning)</td>
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<tr>
<td>1-8 Develop Draft ITID Complete Streets Mobility Plan &amp; Generalized Cost Estimates</td>
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<tr>
<td>1-9 Staff Work Session 3</td>
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<tr>
<td>1-10 Local Government &amp; Agency Meeting - Presentation of Draft ITID Complete Streets Mobility Plan</td>
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<tr>
<td>1-11 Workshop 2 - Presentation of Draft ITID Complete Streets Mobility Plan</td>
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<tr>
<td>1-12 Presentation of Draft ITID Complete Streets Mobility Plan to Advisory Committees &amp; TPA Board</td>
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<tr>
<td>1-13 Develop Final ITID Complete Streets Mobility Plan &amp; Generalized Cost Estimates</td>
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<tr>
<td>1-14 Develop Implementation Approach &amp; Recommendations (including Legal Assessment)</td>
<td></td>
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<tr>
<td>1-15 Presentation of Final ITID Complete Streets Mobility Plan &amp; Implementation Approach to ITID Board</td>
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## ATTACHMENT C
### PROJECT COST ESTIMATE

<table>
<thead>
<tr>
<th>DESCRIPTION OF PROJECT COMPONENT</th>
<th>FEE</th>
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<tbody>
<tr>
<td>1 Conduct Due Diligence</td>
<td>$10,000</td>
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<tr>
<td>2 Local Government &amp; Agency Outreach Meetings (Data Collection)</td>
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<tr>
<td>3 Staff Work Session 1</td>
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<tr>
<td>4 Stakeholder Interviews</td>
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<td>5 Develop Preliminary GIS Maps</td>
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<td>6 Staff Work Session 2</td>
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<tr>
<td>7 Public Workshop 1 (Visioning)</td>
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<td>8 Develop Draft ITID Complete Streets Mobility Plan &amp; Generalized Cost Estimates</td>
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<td>13 Develop Final ITID Complete Streets Mobility Plan &amp; Generalized Cost Estimates</td>
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<td>14 Develop Implementation Approach &amp; Recommendations (including Legal Assessment)</td>
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<tr>
<td>15 Presentation of Final ITID Complete Streets Mobility Plan &amp; Implementation Approach to ITID Board</td>
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<td><strong>TOTAL FEE</strong></td>
<td><strong>$117,500</strong></td>
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