

TREASURE COAST REGIONAL PLANNING COUNCIL

MEMORANDUM

To: Council Members AGENDA ITEM 8
From: Staff
Date: January 11, 2019
Subject: Village of North Palm Beach Interlocal Agreement for US1 Corridor Study Update

Background

In 2016, Council facilitated a charrette process in the Village of North Palm Beach to develop the Village of North Palm Beach Citizen's Master Plan. The master plan addressed land use, transportation, and economic development considerations in the Village. The Village-wide effort included a heightened focus on the 1.6-mile US1 corridor through the Village limits, which is the only segment without bicycle lanes in the 26-mile stretch from Salerno Road to West Palm Beach. A traffic study conducted as part of the master plan process concluded the Village segment of US1 is wider than needed for traffic volumes, and a "lane reconfiguration" could be appropriate to narrow the roadway from six to four lanes and introduce bicycle lanes, landscaping, and beautification. Subsequently in 2017, the Palm Beach Transportation Planning Agency (TPA) completed the US1 Multimodal Corridor Study, which provided additional analysis of the corridor, reinforced the prior findings, and identified reconfiguration of the subject segment as a "Tier One" priority for implementation. The Village has requested Council assist with an updated traffic study, traffic counts, and public workshops to further inform the Village Council and community regarding reconfiguration options for the roadway corridor (see attached Interlocal Agreement).

Analysis

The US1 Corridor in the Village of North Palm Beach is the main commercial corridor for the community. The corridor's current configuration lacks adequate multimodal facilities to accommodate the increasing bicycle and pedestrian activity in the Village. Additionally, a reconfigured corridor would enhance potential development and redevelopment in the heart of the Village, which would help balance transportation demand, provide in-town housing and jobs, and generate increased economic activity. Additional analysis of traffic conditions and land use trends are needed to further inform the Village and identify opportunities to enhance multi-modal transportation, improve quality of life, and provide safer access along the US1 Corridor through the Village of North Palm Beach.

The proposed schedule for Council's work allows for North Palm Beach to seek inclusion of recommended improvements into the TPA's funding cycle. In addition, in recognition of the importance of this segment of US 1, the TPA will be funding half of the \$61,500 cost of the study, with the balance being paid by the Village.

Conclusion

The creation of a more "complete" US 1 with improved bicycle and pedestrian facilities will help contribute to a safer, more connected, and more resilient Region. The continuing master planning envisioned by the Village of North Palm Beach would help improve the land use/transportation relationships along the US 1 corridor, promote nonmotorized transportation, and help implement the Strategic Regional Policy Plan.

Recommendation

Council should authorize the Executive Director to execute the Interlocal Agreement.

Council Action – January 18, 2019

Commissioner Smith from Martin County moved approval of the staff recommendation. Councilmember Whitfield, Gubernatorial Appointee from Palm Beach County, seconded the motion, which carried unanimously.

Attachment

**INTERLOCAL AGREEMENT
BETWEEN THE VILLAGE OF NORTH PALM BEACH
AND THE TREASURE COAST REGIONAL PLANNING COUNCIL
FOR THE US1 CORRIDOR UPDATE**

This Interlocal Agreement (herein referred to as “Agreement”) is entered in this ____ day of _____ 2018 by and between the Village of North Palm Beach (herein referred to as “North Palm Beach”) and the Treasure Coast Regional Planning Council (herein referred to as “Council”), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes; collectively referred to herein as the “Parties”.

WITNESSETH:

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 localities and public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs 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 Council is permitted to provide services to North Palm Beach as it is established by the state of Florida and considered a public agency in accordance with state law; and

WHEREAS, North Palm Beach and the Council desire to enter into this Agreement to facilitate planning activities for the US1 Corridor.

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

SECTION 1. PURPOSE

- A. The purpose of this Agreement is to memorialize the terms under which the Council will assist North Palm Beach with US1 Corridor Update activities as described herein.
- B. North Palm Beach and the Council agree to act in a spirit of mutual cooperation and good faith in the implementation of the Agreement and its purpose.

SECTION 2. EFFECTIVE DATE

This Agreement shall become effective upon its approval by the Village Council of North Palm Beach and the Council, the due execution thereof by the proper officer of the Council and North Palm Beach, and the filing of a certified copy hereof with the Clerk of the Circuit Court of Palm Beach County, Florida.

SECTION 3. SCOPE OF SERVICES

The Council shall fully perform the work, which has been requested by North Palm Beach and which is specified in the Scope of Work contained in Attachment A of this Agreement, in accordance with general industry standards and best practices.

As detailed in Attachment C, North Palm Beach shall:

- Provide all available files, data, maps, and information upon request of the Council.
- Provide all necessary public notice as required by Florida Statutes.
- Provide venues for all public workshops and meetings.
- Process all requests for reimbursement in a timely manner.

Both North Palm Beach and the Council agree to be governed by applicable State and Federal laws, rules, and regulations in the performance of their respective obligations under this Agreement.

SECTION 4. FUNDING/CONSIDERATION

This is a fixed fee Agreement based on the scope of work as identified in Attachment A. As consideration for performance of work rendered under this Agreement, North Palm Beach agrees to pay the Council a fixed fee not to exceed the fee schedule and

allowances provided for in Attachment A, including travel, attendance at all required public meetings and workshops, out-of-pocket expenses (printing and reproduction costs), film processing, mail, couriers, and other costs related to the services provided. The amount to be paid by North Palm Beach may be reduced by funding provided by other agencies; however, no such reduction is assured.

The satisfactory completion of deliverables by the Council, in accordance with general industry standards and best practices, shall be considered the Council's request for payment according to the schedule contained in Attachment A.

SECTION 5. RECORD KEEPING

- A. All records submitted by the Council 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 Council shall allow access to its records during normal business hours and upon reasonable advance requests of North Palm Beach, its employees and agents.

SECTION 6. INDEMNIFICATION

The Parties to this Agreement shall, to the extent permitted by law, save, defend, reimburse, indemnify, and hold harmless each other, and each other's respective officers, employees, servants or agents from its 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, including limits on attorney's fees.

SECTION 7. TERM; TERMINATION

This Agreement shall commence on the Effective Date and shall remain in full force and effect until all deliverables are complete as identified in the Scope of Work and schedule contained in Attachment A, and accepted by North Palm Beach, unless terminated earlier. This Agreement may be terminated for convenience by either party by providing 30 days written notice as required by Section 8, to the other party. North Palm Beach shall be

obligated to pay the Council for only its work completed up to the date of termination pursuant to this paragraph.

SECTION 8. NOTICE AND CONTACT

All notices required by this 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 North Palm Beach:

Andy Lukasik, Village Manager
Village of North Palm Beach
501 US Highway 1
North Palm Beach, FL 33408

For the Council:

Thomas J. Lanahan, Executive Director
Treasure Coast Regional Planning Council
421 SW Camden Avenue
Stuart, FL 34994

SECTION 9. REMEDIES

No remedy herein conferred upon the Parties 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 10. CHOICE OF LAW; VENUE

This Agreement shall be governed by the laws of the State of Florida. Venue for any action arising to enforce the terms of this Agreement shall be in Palm Beach County, Florida.

SECTION 11. ATTORNEY'S FEES

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

SECTION 12. DELEGATION OF DUTY

Nothing contained herein shall deem to authorize the delegation of the constitutional or statutory duties of the officers of North Palm Beach or the Council.

SECTION 13. EQUAL OPPORTUNITY PROVISION

North Palm Beach and the Council agree that no person shall, on the grounds of race, color, creed, religion, sex, national origin, political affiliation, age, marital status, family status, pregnancy, sexual orientation, or gender identity be excluded from the benefit of, or be subject to, an form of discrimination under any activity carried out by the performance of the Agreement.

SECTION 14. FILING

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

SECTION 15. 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 Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Agreement.

SECTION 16. ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the Parties. Modifications of this Agreement may be requested by North Palm Beach or the Council. Changes, which are mutually agreed upon, shall be valid only when reduced to writing, duly signed by North Palm Beach and the Council and attached to the original Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

Village of North Palm Beach

ATTEST:

By: _____
Melissa Teal
Village Clerk

By: _____
David Norris
Mayor of North Palm Beach

Approved as to form:

By: _____
Leonard G. Rubin
Leonard G. Rubin, P.A.
Village Attorney

Treasure Coast Regional Planning Council

ATTEST:

By: _____
Phyllis Castro
Accounting Manager

By: _____
Thomas J. Lanahan
Executive Director

Approved as to form:

By: _____
Keith W. Davis
General Counsel

ATTACHMENT A

NORTH PALM BEACH - US1 CORRIDOR UPDATE VILLAGE OF NORTH PALM BEACH, FLORIDA SCOPE OF SERVICES

NOVEMBER 30, 2018

PROJECT DESCRIPTION

The Village of North Palm Beach (Village) and the Treasure Coast Regional Planning Council (Council) seek to update the Village US1 traffic study and provide recommendations to support enhanced multi-modal transportation, improved quality of life, and safer access along the US1 Corridor through the Village of North Palm Beach.

The project area for the work is focused on, but not limited to, the US1 Corridor through the Village's limits. Additional areas may be included if it is determined additional analyses would benefit the US1 Corridor master planning efforts.

The key elements of the project shall include:

- Updated traffic counts and traffic study regarding the US1 Corridor;
- Public workshop to obtain public input;
- Public presentations to the Village Council regarding the project; and
- The creation of a Project Report, which considers updated traffic counts and traffic study, roadway configuration alternatives, public input, and recommendations, and which reflects the community's vision for the future of the corridor.

The Palm Beach Transportation Planning Agency (TPA) is anticipated to be a funding partner in this effort. Work to be provided by Council through TPA funding will be further addressed in a separate agreement between the TPA and Council.

The Palm Beach TPA recently completed the US1 Multimodal Corridor Study, which evaluates opportunities to improve multimodal transportation, safety, health factors, and access along US1 through Palm Beach County. The North Palm Beach subject section of US1 is identified as a "Tier One" priority within the TPA plan. Accordingly, TPA funding may be available in a future year to assist in funding multimodal improvements on the corridor, including but not limited to potential roadway reconfiguration, enhanced lighting and landscaping, and other design elements. Given the TPA budget schedule, it is anticipated the planning efforts within this Scope of Services would be designed to accompany a potential resolution by the Village Council to be considered by May 2019 in order to be integrated into the TPA Long-Range Plan and budget process.

SCOPE OF SERVICES

Task 1: Project Kickoff Meetings

Project Meetings

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

Village of North Palm Beach;
Florida Department of Transportation (FDOT);
Federal Highway Administration (FHWA);
Palm Beach Transportation Planning Agency (TPA);
Palm Beach County; and
Other agencies and local governments as appropriate.

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

Deliverables

Specific deliverables will include:

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

Anticipated completion for Task 1 is January 2019.

Task 2: Agency Coordination and Traffic Study Update

Initial Agency Coordination

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

Traffic Study Update

To advance discussions of the potential roadway reconfiguration, Council will provide, through its subconsultants, updated traffic counts and an updated traffic study, utilizing the traffic study prepared for the subject corridor in April 2017. The traffic study will include intersection counts, updated traffic projections, and provide guidance as to the potential for roadway reconfiguration. Traffic study methodology and reviews will be coordinated with the TPA and FDOT.

Base Documentation

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

Field Work

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

Deliverables

Specific deliverables will include:

1. Updated Project Schedule
2. Project Memorandum #1, including
 - a. Updated Traffic Counts
 - b. Updated Traffic Study

Anticipated completion for the draft Traffic Study Update is January 2019, and anticipated completion for Task 2 is February 2019.

Task 3: Stakeholder Outreach & Public Workshop

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.

Public Workshop

In order to address the unique characteristics in the Village of North Palm Beach, and to provide adequate public involvement and engagement, Council 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 Council facilitators to generate ideas and record them for consideration as part of the project.

Deliverables

Specific deliverables will include:

1. Completion of Public Workshop
2. Project Memorandum #2, including
 - a. Workshop Documentation

b. Summary of Public Input

Anticipated completion for Task 3 is March 2019.

Task 4: Presentation of Draft Recommendations

Draft Recommendations

Council will consider traffic data, field assessments, and public and stakeholder input and develop a set of draft roadway configuration concepts for the US1 Corridor, including roadway dimensions, intersections, multi-modal accommodations (e.g., transit, bicycle, pedestrian), medians, lighting, landscaping, and other features as identified through the corridor analysis. Draft corridor recommendations will be provided to Village staff for review, and upon receipt of comments, final draft corridor recommendations will be presented to the public in a Village Council workshop arranged by the Village. It is understood the materials may be considered for endorsement by the Village Council by resolution.

Deliverables

Specific deliverables will include:

1. Draft Project Report with Recommendations & Resolution
2. Presentation of Project Report to Village Council

Anticipated completion for Task 4 is April 2019.

Task 5: Final Project Report with Recommendations

US1 Corridor Update Final Project Report

Following presentation to the Village Council, a Final Project Report will be developed and provided to the Village in hard copy format and PDF format. Additional hard copies will be made available for the cost of reproduction and administrative time. The Final Project Report will include all final documentation of study, outreach, and Village Council and public input.

Deliverables

Specific deliverables will include:

1. Final Project Report with Recommendations & Project Documentation

Anticipated completion for Task 5 is June 2019.

I. Project Deliverables

1. TCRPC shall provide the Village with the following deliverables as final work products:
 - a. Project Memorandum #1, including updated traffic counts and updated traffic study.

- b. Project Memorandum #2, including documentation of the public workshop and the input received.
- c. Draft Project Report, including data from Project Memoranda, findings, and conceptual recommendations, for which three color copies and one electronic copy (PDF format) will be delivered to Village staff for distribution.
- d. Final Project Report, including data from Project Memoranda, findings, conceptual recommendations, and Village Council action, for which three color copies and one electronic copy (PDF format) will be delivered to Village staff for distribution.
- e. PowerPoint Presentations: All presentations (kick-off, draft, etc.) will be available in PowerPoint format immediately after they are presented.
- f. Electronic copies of all pictures (jpg or png format) taken during the workshop and collected as part of the research.

NOTE: Any changes to municipal comprehensive plan(s), Land Development Regulations, or any other policies necessary for the implementation of the US1 Corridor Update Recommendations are not part of this contract.

The Village may request additional print copies of deliverables upon payment to Council of the actual reproduction cost and administrative time.

II. Fees and Reimbursable Expenses

1. **Fees:** The total fee for the North Palm Beach US1 Corridor Update, as described in the scope above, shall be **\$61,500**. Funding for this effort will come from the Village of North Palm Beach with potential assistance from the Palm Beach TPA. 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 to be provided, including all sub-consultant costs. In the event that funding is secured from the TPA to the Council, the amounts due from the North Palm Beach will be adjusted accordingly.
2. **Payment Schedule:** The fee payments to the Council shall be according to the following schedule:
 - **20% (\$12,300)** of the professional fees due upon execution of this agreement.
 - **50% (\$30,750)** of the professional fees due upon completion of Task 2 (Agency Coordination and Traffic Study Update)
 - **20% (\$12,300)** of the professional fees due upon completion of Task 3 (Stakeholder Outreach and Public Workshop).

- **10% (\$6,150)** of the professional fees due upon submittal of final project report including final documentation of study, outreach and Village Council action.

III. Anticipated Timeline

TCRPC anticipates project kickoff in January 2019, public design workshop in February 2019. An anticipated project schedule is included as Attachment B. Additional items to be provided by the Village are included as Attachment C.

An anticipated project schedule, contingent upon execution of the Interlocal Agreement in December of 2018, is included in Attachment B.

ATTACHMENT B

**NORTH PALM BEACH - US1 CORRIDOR UPDATE
ANTICIPATED PROJECT SCHEDULE**

NOVEMBER 30, 2018

		2 0 1 9																2 0 1 9								
		JANUARY				FEBRUARY				MARCH				APRIL				MAY				JUNE				
		7	14	21	28	4	11	18	25	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24
TASK 1	PROJECT KICKOFF MEETINGS	█	█	█	█																					
TASK 2	AGENCY COORDINATION & TRAFFIC STUDY UPDATE	█	█	█	█	█	█	█	█																	
TASK 3	STAKEHOLDER OUTREACH & PUBLIC WORKSHOP					█	█	█	█	█	█															
TASK 4	PRESENTATIONS OF DRAFT RECOMMENDATIONS									█	█	█	█	█	█											
TASK 5	PROJECT REPORT WITH RECOMMENDATIONS															█	█	█	█	█	█	█	█	█		

ATTACHMENT C

NORTH PALM BEACH - US1 CORRIDOR UPDATE VILLAGE TO PROVIDE

BASE INFORMATION:

- GIS data sets or AutoCAD file and hard copy to scale showing public rights-of-way, easements, building footprints, edge of pavement of existing streets, lot lines (property lines), street names, etc. of study area.
- Aerial photograph (TIF or JPEG format) to scale of study area in digital and hard copy formats. *NOTE: The scale will be determined based on the scope of work and size and location of the study area.*
- Base information regarding engineering, drainage, and/or regulatory constraints of the study area (if any).
- Zoning and Future Land Use Information (GIS data set, hard copy). Existing codes, regulating plans or other adopted zoning requirements. Traffic counts for all main roads (if available).
- Other master plans and all information of relevance to the study area.

GENERAL:

- **Public Workshop Venue.** The Village shall provide an appropriate location for the public workshop event. This is essentially a large room that should seat 100 people (in rectangular or round tables, @ 10 people per table) and should have audio/video capability (screen and audio system). Since the public workshop generally occurs during the day, the room needs to have the ability to be darkened. This room will be needed all day on the date of the workshop.
- **Food for Public Attending the Public Design Workshop.** The Village shall provide light refreshments for the public attending the public design workshop.
- **Advertising Costs.** Council will assist in the creation of flyers, development of press releases, and other forms of advertising. Mailing and postage are the Village's responsibility.