AGENDA

1. Roll Call

2. **MOTION to RECOMMEND ADOPTION** of a Resolution approving vacation accrual rates and leave balances for TPA personnel that transition to the independent agency

   TPA staff will review the attached resolution that approves three exceptions to Section 2.4 of the TPA’s Personnel Handbook that was adopted on July 18, 2019:

   a. Approves inclusion of years of service with Palm Beach County in the determination of vacation leave accrual rate; and
   b. Approves an initial Sick Leave balance of the lesser of the employee’s Sick Leave balance at the time of termination of County employment or 480 hours; and
   c. Approves an initial Vacation Leave balance of forty (40) hours.

3. **MOTION to RECOMMEND APPROVAL** of the Executive Director Employment Agreement

   TPA staff will review the attached comparison table of existing Florida MPO Director Compensation packages and note both existing Palm Beach TPA director compensation as a County employee and proposed compensation as a TPA employee. The draft employment agreement is also attached.

4. 301 Datura Buildout Progress

   TPA staff will review the updated schedule for construction and timeline for operation as an independent agency.

5. Adjournment
TPA STEERING COMMITTEE MEMBERS

Hal Valeché, Commissioner  
TPA Chair  
Palm Beach County

Maria Marino, Council Member  
TPA Vice Chair  
City of Palm Beach Gardens

Steven Grant, Mayor  
City of Boynton Beach

Joni Brinkman, Council Member  
Village of Palm Springs

Fred Pinto, Mayor  
Village of Royal Palm Beach

NOTICE

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

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services for a meeting (free of charge), please call 561-684-4143 or send email to MBooth@PalmBeachTPA.org at least five business days in advance. Hearing impaired individuals are requested to telephone the Florida Relay System at #711.
TPA RESOLUTION 2019-
A RESOLUTION OF THE PALM BEACH TPA APPROVING VACATION ACCRUAL RATES AND LEAVE BALANCES FOR TPA PERSONNEL THAT TRANSITION TO THE INDEPENDENT AGENCY

WHEREAS, the Palm Beach Metropolitan Planning Organization (MPO) doing business as the Palm Beach Transportation Planning Agency (TPA), a body politic, created in accordance with and operating pursuant to 23 CFR 134, 49 CFR 5303-5305, and Sections 163.01 and 339.175, Florida Statutes, is the designated and duly constituted body responsible for the urban transportation planning process for Palm Beach County; and

WHEREAS, pursuant to Section 339.175(2)(b), Florida Statutes, the TPA is an independent governmental entity separate and distinct from the state and the governing body of any entity that is represented on the Governing Board of the TPA; and

WHEREAS, pursuant to Section 339.175(6)(g), Florida Statutes, the TPA has the authority to employ an executive director and any additional personnel as deemed necessary; and

WHEREAS, the TPA approved a Personnel Handbook to memorialize its employment policies and procedures on July 18, 2019; and

WHEREAS, the TPA Board desires to grant certain exceptions to Section 2.4 of the Personnel Handbook for County employees currently assigned to the TPA that will be employed by the TPA as an independent agency.

NOW THEREFORE, BE IT RESOLVED BY THE PALM BEACH MPO, d/b/a PALM BEACH TRANSPORTATION PLANNING AGENCY, THAT:

SECTION 1. The foregoing recitals are hereby adopted and declared to be true and correct and are incorporated herein.

SECTION 2. For all County employees currently assigned to the TPA, including the Executive Director, that will be employed the TPA as an independent agency, the TPA Governing Board hereby:

a. Approves inclusion of years of service with Palm Beach County in the determination of Vacation Leave accrual rate; and
b. Approves an initial Sick Leave balance of the lesser of the employee’s Sick Leave balance at the time of termination of County employment or 480 hours; and
c. Approves an initial Vacation Leave balance of forty (40) hours.
SECTION 3. This Resolution shall take effect upon adoption.

The foregoing Resolution was offered by ___________ who moved its adoption. The motion was seconded by ____________, and upon being put to a vote, the motion passed. The Chair thereupon declared the Resolution duly adopted this 19th day of September 2019.

Palm Beach Metropolitan Planning Organization, d/b/a Palm Beach Transportation Planning Agency

By:__________________________

Commissioner Hal Valeché, as its Chair

ATTEST:

__________________________
Margarita Pierce, TPA Executive Assistant

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

__________________________
Paul R. Gougelman, TPA General Counsel
## Comparison of Large Florida MPO Director Compensation Levels

<table>
<thead>
<tr>
<th>Organization</th>
<th>Director</th>
<th>Hire Date</th>
<th>Years in Job</th>
<th>Hosted/ Independent</th>
<th>Pop (M)</th>
<th>Base Salary</th>
<th>Merit Increases</th>
<th>Retirement Plan</th>
<th>Additional Deferred Comp</th>
<th>Car Allowance</th>
<th>Phone Allowance</th>
<th>Severance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Miami-Dade TPO</td>
<td>Aileen Boucle</td>
<td>Nov-15</td>
<td>3.8</td>
<td>Hosted</td>
<td>2.8</td>
<td>$229,500</td>
<td>Raise by board (4% max)</td>
<td>FRS Sr. Mgmt</td>
<td>$11,500/yr</td>
<td>$6,500/yr</td>
<td>Agency phone</td>
<td>90 days</td>
</tr>
<tr>
<td>Broward MPO</td>
<td>Greg Stuart</td>
<td>Jun-08</td>
<td>11.2</td>
<td>Independent</td>
<td>1.9</td>
<td>$195,700</td>
<td>COLA, Raise by board</td>
<td>FRS Sr. Mgmt</td>
<td>No</td>
<td>$6,000/yr</td>
<td>$1,500/yr</td>
<td>90 days</td>
</tr>
<tr>
<td>North FL TPO - Jax</td>
<td>Jeff Sheffield</td>
<td>Jun-09</td>
<td>10.2</td>
<td>Independent</td>
<td>1.5</td>
<td>$178,500</td>
<td>COLA, Raise and/or bonus by board</td>
<td>City Pension System</td>
<td>$18,000/yr</td>
<td>$7,200/yr</td>
<td>No</td>
<td>140 days (20 weeks)</td>
</tr>
<tr>
<td>Metroplan Orlando</td>
<td>Gary Huttmann</td>
<td>Aug-18</td>
<td>1.0</td>
<td>Independent</td>
<td>2.5</td>
<td>$170,000</td>
<td>Raise and/or bonus by board</td>
<td>FRS Sr. Mgmt</td>
<td>No</td>
<td>No</td>
<td>$1,140/yr</td>
<td>90 days</td>
</tr>
<tr>
<td>Forward Pinellas</td>
<td>Whit Blanton</td>
<td>Apr-15</td>
<td>4.4</td>
<td>Hosted</td>
<td>1.0</td>
<td>$156,000</td>
<td>Annual by board</td>
<td>FRS Sr. Mgmt</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
<td>30 days</td>
</tr>
<tr>
<td>Hillsborough MPO</td>
<td>Beth Alden</td>
<td>Feb-15</td>
<td>4.5</td>
<td>Hosted</td>
<td>1.4</td>
<td>$140,000</td>
<td>Annual by board</td>
<td>FRS Sr. Mgmt</td>
<td>$1,400/yr</td>
<td>No</td>
<td>Yes</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Average/Typical:</strong></td>
<td></td>
<td></td>
<td><strong>5.9</strong></td>
<td><strong>N/A</strong></td>
<td><strong>1.9</strong></td>
<td><strong>$178,283</strong></td>
<td>Annual by board</td>
<td>FRS Sr. Mgmt</td>
<td><strong>$6,800</strong></td>
<td><strong>$4,500</strong></td>
<td><strong>$1,000</strong></td>
<td><strong>90 days</strong></td>
</tr>
<tr>
<td>TPA - Existing</td>
<td>Nick Uhren</td>
<td>May-13</td>
<td>6.3</td>
<td>Hosted</td>
<td>1.5</td>
<td>$159,032</td>
<td>COLA set by County</td>
<td>FRS Sr. Mgmt</td>
<td>No</td>
<td>No</td>
<td>$1,140/yr</td>
<td>N/A</td>
</tr>
<tr>
<td>TPA - Proposed</td>
<td>Nick Uhren</td>
<td>May-13</td>
<td>6.3</td>
<td>Independent</td>
<td>1.5</td>
<td>$175,000</td>
<td>COLA, Annual raise and/or bonus by board</td>
<td>FRS Sr. Mgmt</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>90 days</td>
</tr>
</tbody>
</table>
EMPLOYMENT AGREEMENT - EXECUTIVE DIRECTOR

This Agreement is made and entered into this 19th day of September, 2019, between the Palm Beach MPO, d/b/a the Palm Beach Transportation Planning Agency (TPA), an agency created pursuant to federal and state law, through its Governing Board (Board) whose address is 2300 N Jog Road, West Palm Beach, Florida, 33411, and Nick Uhren (Director), an individual residing at 12487 Sawgrass Court, Wellington, Florida 33414. This agreement implements the desire of the TPA to employ Nick Uhren as its Executive Director, and Nick Uhren's desire to accept such employment with the TPA and to set out the parties' understanding of the general terms and conditions of such employment.

IN WITNESS WHEREOF, IT IS AGREED AS FOLLOWS:

1. TERM
   a. Initial Term. The TPA hereby employs Nick Uhren as its Executive Director, and Nick Uhren hereby accepts such employment, for a period of two years beginning on September 30, 2019 or upon the TPA’s physical relocation to 301 Datura Street, West Palm Beach, Florida, 33401, whichever shall first occur, and expiring on September 30, 2021.
   b. Renewal. On completion of the two (2) year term specified in Section 1.a above, including any extensions, this Agreement will automatically renew for one subsequent two (2) year term, unless either party provides ninety (90) day advance written notice of intent not to renew the Agreement for a subsequent term. In the event either party gives notice of nonrenewal pursuant to this Section 1.b, this Agreement will expire at the end of the current term. The effect of this renewal provision is that the TPA and the Director shall have an ongoing two (2) year Agreement.

2. DUTIES
   a. General Duties. The Director shall be responsible only to the Board and shall perform the general duties and responsibilities outlined in and consistent with the mission of
the TPA, its adopted Unified Planning Work Program (UPWP) and strategic plan, and all relevant federal, state and local laws. The Director is responsible for conducting the transportation planning process to enhance the transportation network of Palm Beach County over the short and long-term future, which includes engaging the public, planning the system, prioritizing funding, implementing projects, and collaborating with partners. Additionally, the Director shall perform such other duties customary to the position and as may be reasonably designated by the Board and/or its Chair from time to time, provided that such other duties do not constitute a material departure from the general duties and responsibilities set forth and referenced in this Section 2.

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

3. SALARY AND BENEFITS

a. Base Salary. The TPA shall pay the Director an initial base salary of $175,000 annually, payable in regular installments each year. Any Cost of Living Adjustments (COLA) approved by the Board for TPA employees shall also be applied to the Director’s base salary.

b. Merit Increases. The TPA Chair or designee will conduct an annual performance review and determine if a merit increase is to be granted based upon performance and considering national MPO Executive Director compensation data as well as pay for comparable community positions. A merit increase may be a percentage increase applied to the base salary.
and/or a one-time incentive award, at the discretion of the TPA. The parties recognize that a supplemental one-time payment, at the sole discretion of the Board, is a reasonable manner of recognition for the Director’s value to the Board and superior performance. The Chair will present the proposed merit increase, if any, to the TPA Board for its approval or disapproval in its absolute discretion. Documentation of the performance review shall be placed in the Director’s personnel file.

c. **Deferred Income.** In addition to the base salary, the Director shall earn $12,500 annually in deferred income while employed under this Agreement. The deferred income contribution shall be made in prorated payments during each pay period to a Deferred Income Account chosen jointly by the Director and the TPA. All contributions to and interest earned to this account are governed by and subject to federal and state statutes. The Director’s right to such account shall not be affected by the termination of employment with the TPA for any reason whatsoever.

d. **Benefits.** The Director shall be entitled to all benefits accruing to TPA employees pursuant to the TPA’s Personnel Handbook, except to the extent modified by this Agreement.

4. **RULES OF CONDUCT**

The Director shall be governed by the policies adopted by the TPA and included in the TPA’s Personnel Handbook.

5. **PAID LEAVE**

The Director shall be entitled to Paid Leave in accordance with the TPA’s Personnel Handbook, except that Vacation Leave shall be accrued at a rate of 24 days earned per year and the Director shall be provided an initial Vacation Leave balance of one week (i.e. 40 hours) and an initial Sick Leave balance of 12 weeks (i.e. 480 hours). The Director shall be allowed annually to sell back to the TPA a maximum of four (4) weeks of accumulated Vacation Leave in excess
of the maximum accumulated amount specified in the TPA’s Personnel Handbook, at the hourly salary rate at the time of the sale.

6. **PROFESSIONAL DEVELOPMENT**

In support of the TPA’s interests, the Director shall attend and participate in appropriate professional meetings, conferences, and seminars at the local, state, and national levels with the reasonable expenses for such attendance borne by the TPA in accordance with the TPA’s policies and state and federal law. The TPA shall pay membership fees and dues for the Director as the Director deems necessary and appropriate in the performance of required duties, and to maintain professional knowledge and skills. The Director may hold offices or accept responsibilities in professional organizations provided that such responsibilities do not interfere with the performance of the required duties as Director.

7. **TERMINATION AND SEVERANCE PAY**

   a. **Termination of Director for Cause.** In the event that the TPA terminates the Director for misconduct, as defined in Section 443.036(29), Florida Statutes, the Director shall receive no severance payment from the TPA. The TPA may temporarily suspend the Director from employment with the TPA while it investigates any facts or circumstances which might constitute misconduct. In the event of any such suspension, the TPA shall give the Director written notice thereof setting forth in reasonable detail the nature of such facts or circumstances it is investigating. During such term of suspension, the Director shall be entitled to continue to receive the annual base salary, benefits, and all other compensation for a period not to exceed 30 days, which at the sole discretion of the TPA may thereafter also be suspended; provided that during such 30 day period the TPA will diligently pursue its investigation with an effort toward reaching a disposition of the matter within that 30 days, and provided further that upon reinstatement from suspension, the Director shall be entitled to receive all compensation withheld during such temporary suspension.
b. **Termination of Director without Cause.** In the event that the TPA terminates the Director for any reason other than that specified in Section 8.a above during the term of the Agreement, the TPA shall provide as severance payments to the Director, all salary and benefits provided for herein through the remaining term of this Agreement, provided however, that the Director shall in no event receive more than the equivalent of ninety (90) days of compensation, calculated from the date of the Director’s termination. In such event, the Director shall also receive payment for any and all accrued leave balances in accordance with the TPA’s Personnel Handbook.

c. **Resignation by Director.** In the event that the Director voluntarily resigns before the expiration of the term of the Agreement, the Director shall provide the TPA with ninety (90) days written notice of such resignation. Upon receipt of such notice, the TPA may, at its option, require the Director to terminate employment at an earlier date than set forth in the resignation notice, but the Director shall be entitled to receive the remaining salary and benefits provided for herein during the aforesaid ninety (90) day notice period.

8. **NOTICE**

Any notice to be given to the TPA shall be given to it through its Chair and hereunder shall be deemed sufficient if addressed to Palm Beach TPA Chair in writing and delivered by personal hand delivery or mailed by certified US mail, return receipt requested, to the Chair’s office. Any notice to be given to the Director shall be deemed sufficient if in writing and hand delivered or mailed by certified US mail, return receipt requested, to him at the TPA’s current office address.

9. **GENERAL**

The text of this document shall constitute the entire agreement between the parties. This Agreement shall become effective when signed by the last party to the Agreement. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the
validity or enforceability of any other provision. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue and the forum for any legal proceedings on this Agreement shall be in the Circuit Court, in and for Palm Beach County, Florida. The paragraph headings are for reference and convenience only and shall have no effect in any construction of this Agreement. This Agreement supersedes all other agreements, either oral or written, between the parties regarding the subject matter hereof. All rights granted to the Director under this Agreement are personal and neither this Agreement nor any of the rights arising hereunder may be transferred or assigned by the Director, voluntary or involuntary, without the consent of the TPA. The TPA may assign any or all of this Agreement, through legal constructs, including Interlocal Agreements to other agencies of its choosing, contingent on compliance with applicable federal and state laws.

The remainder of this page is intentionally left blank.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this day and year.

Palm Beach MPO, d/b/a Palm Beach Transportation Planning Agency

By: ________________________________  ________________________________
   Chair      Director
   Honorable Hal Valeché    Nick Uhren, P.E.
   Date: ___________________________  Date: ____________________________

WITNESS FOR TPA:                      WITNESS FOR DIRECTOR:

________________________________  _________________________________
Margarita Pierce, TPA Executive Assistant    Printed Name

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

________________________________
Paul R. Gougelman, Esq.
TPA General Counsel