



# MEETING AGENDA

Please be advised that the **RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION (TPO) BOARD** will be meeting on:

**DATE:** FRIDAY, JULY 23, 2021  
**TIME:** 9:00 A.M.  
**PLACE:** RIVER TO SEA TPO CONFERENCE ROOM  
 2570 W. International Speedway Blvd., Suite 100  
 Daytona Beach, FL 32114

**NOTE:**  
**Microsoft Teams has been established for remote participation.**

**In keeping with CDC guidelines masks should be worn unless fully vaccinated**

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**River to Sea TPO Board Meeting**  
**July 23, 2021 9:00 a.m. EDT**  
**Join on your computer or mobile app:**

[Click here to join the meeting](#)

**Or call in (audio only)**  
 +1 561-484-5911 977191729# United States, West Palm Beach  
 Phone Conference ID: 977 191 729#  
[Find a local number](#) | [Reset PIN](#)

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**Volusia County Council Vice Chair Billie Wheeler, Chairperson Presiding**

- I. CALL TO ORDER / ROLL CALL / DETERMINATION OF A QUORUM**
- II. PLEDGE OF ALLEGIANCE**
- III. PUBLIC COMMENT/PARTICIPATION** *(Public comments may be limited to three (3) minutes at the discretion of the Chairperson)*
- IV. ACTION ITEMS**
  - A. MOTION TO ACCEPT THE RESIGNATION DATE OF MS. LOIS BOLLENBACK EFFECTIVE JULY 30, 2021 AT 5:00 PM AND WAIVE THE 60-DAY CONTRACTUAL NOTICE REQUIREMENT** *(Contact: Lois Bollenback)*  
*(Enclosure, pages 4-5)*

Beverly Beach	DeBary	Flagler Beach	New Smyrna Beach	Palm Coast	South Daytona
Bunnell	DeLand	Flagler County	Oak Hill	Pierson	Volusia County
Daytona Beach	Deltona	Holly Hill	Orange City	Ponce Inlet	
Daytona Beach Shores	Edgewater	Lake Helen	Ormond Beach	Port Orange	

**IV. ACTION ITEMS** *(Continued)*

**B. MOTION TO APPOINT MS. COLLEEN NICOULIN AS THE INTERIM EXECUTIVE DIRECTOR TO CARRY OUT ALL AUTHORITIES ASSIGNED TO THE EXECUTIVE DIRECTOR POSITION WITH THE FOLLOWING TERMS:**

- **SALARY OF \$120,000**
- **NO CHANGE TO EXISTING BENEFITS**
- **EFFECTIVE JULY 30, 2021 AT 5:00 P.M. UNTIL A NEW EXECUTIVE DIRECTOR BEGINS EMPLOYMENT**
- **RESUMPTION OF RESPONSIBILITIES AND SALARY OF HER CURRENT POSITION OF MANAGER OF OPERATIONS AND PLANNING**

*(Contact: Lois Bollenback) (Enclosure, page 6)*

**C. MOTION TO RESCHEDULE THE WEDNESDAY, SEPTEMBER 22, 2021 TPO BOARD MEETING TO WEDNESDAY, SEPTEMBER 29, 2021 AT 9:00 AM** *(Contact: Lois Bollenback) (Enclosure, page 7)*

**D. MOTION TO ESTABLISH AN EXECUTIVE DIRECTOR SEARCH COMMITTEE CONSISTING OF THE FOLLOWING MEMBERS:**

- **BILLIE WHEELER, R2CTPO CHAIRPERSON**
- **BARBARA GIRTMAN, R2CTPO 1<sup>st</sup> VICE CHAIRPERSON**
- **CHRIS CLOUDMAN, R2CTPO 2<sup>nd</sup> VICE CHAIRPERSON**
- **JASON MCGUIRK, R2CTPO IMMEDIATE PAST CHAIRPERSON**
- **CHRISTINE POWER**
- **VICTOR RAMOS**
- **BILL PARTINGTON**

*(Contact: Lois Bollenback) (Enclosure, page 8)*

**E. MOTION TO APPROVE THE TERMS OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN MS. LOIS BOLLENBACK AND THE TPO FOR POST-EMPLOYMENT ASSISTANCE DURING THE TRANSITION PERIOD** *(Contact: Lois Bollenback) (Enclosure, pages 9-16)*

**F. MOTION TO DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR SEARCH COMMITTEE TO CARRY OUT THE PROPOSED ACTION PLAN TO SEARCH FOR AND HIRE A NEW EXECUTIVE DIRECTOR** *(Contact: Lois Bollenback) (Enclosure, pages 17-19)*

**V. RIVER TO SEA TPO BOARD MEMBER COMMENTS**

**VI. RIVER TO SEA TPO CHAIRPERSON COMMENTS**

**VII. ADJOURNMENT** *(Enclosure, page 20)*

\*The next River to Sea TPO Board meeting will be August 25, 2021\*

**August 2021 Meeting Dates**

Executive Committee, August 4, 2021 @ 9:00 a.m.

Bicycle/Pedestrian Advisory Committee, August 11, 2021 @ 2:00 p.m.

Citizens Advisory Committee, August 17, 2021 @ 1:15 p.m.

Technical Coordinating Committee, August 17, 2021 @ 3:00 p.m.

River to Sea TPO Board, August 25, 2021 @ 9:00 a.m.

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Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations for this public meeting should contact the River to Sea TPO office, 2570 W. International Speedway Blvd., Suite 100, Daytona Beach, Florida 32114-8145; (386) 226-0422, extension 20416, at least five (5) working days prior to the meeting date.

If any person decides to appeal a decision made by this board with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings including all testimony and evidence upon which the appeal is to be based. To that end, such person will want to ensure that a verbatim record of the proceedings is made.

The River to Sea TPO does not discriminate in any of its programs or services. To learn more about our commitment to nondiscrimination and diversity, visit our Title VI page at [www.r2ctpo.org](http://www.r2ctpo.org) or contact our Title VI/Nondiscrimination Coordinator, Pamela Blankenship, at 386-226-0422, extension 20416, or [pblankenship@r2ctpo.org](mailto:pblankenship@r2ctpo.org). Persons who require translation services, which are provided at no cost, should contact the River to Sea TPO at (386) 226-0422 or by email at [PBlankenship@r2ctpo.org](mailto:PBlankenship@r2ctpo.org) at least five (5) business days prior to the event.

**MEETING SUMMARY  
TPO BOARD  
JULY 23, 2021**

**IV. ACTION ITEMS**

**A. MOTION TO ACCEPT THE RESIGNATION DATE OF MS. LOIS BOLLENBACK EFFECTIVE JULY 30, 2021 AT 5:00 PM AND WAIVE THE 60-DAY CONTRACTUAL NOTICE REQUIREMENT**

**Background Information:**

On June 25, 2021, Ms. Lois Bollenback, Executive Director of the River to Sea TPO presented a letter to the TPO Board Chair, Commissioner Jason McGuirk notifying him of her intent to step down from her position effective July 30, 2021.

Section 3 of the existing employment agreement between the River to Sea TPO and the Executive Director states: "In the event that the Employee voluntarily resigns her position with the R2CTPO, then Employee shall give the R2CTPO sixty (60) days advance notice. In the event that the Employee resigns without the required sixty (60) days advance notice, she shall promptly reimburse the R2CTPO for any prepaid benefits hereunder, such as pre-paid premium for life insurance, disability insurance, retirement, etc."

TPO benefits are generally paid bi-weekly or monthly and there are no outstanding prepaid expenses anticipated with a separation date of July 30, 2021. The recommendation is to waive the contractual requirement of a 60-day notice.

***ACTION REQUESTED:***

***MOTION TO ACCEPT THE RESIGNATION DATE OF MS. LOIS BOLLENBACK EFFECTIVE JULY 30, 2021 AT 5:00 PM AND WAIVE THE 60-DAY CONTRACTUAL NOTICE REQUIREMENT***



LBL 2021-04

June 25, 2021

Chairman Jason McGuirk  
River to Sea TPO Board  
2570 W. International Speedway Boulevard, Suite 100  
Daytona Beach, FL 32114

Re: Notice of Resignation

Dear Chairman McGuirk:

I've been honored to serve the River to Sea Transportation Planning Organization (TPO) board and committees for just over 12 years and it's only after careful consideration that I provide you with a notice of resignation from my current position as the Executive Director effective Friday, July 30, 2021.

During my time as the Executive Director, I've enjoyed tremendous support from the River to Sea TPO board and I'm proud to count many successes including a First Place Finish in the 2020 Florida Department of Transportation "Love to Ride Challenge," 2020 Outstanding Planning Study of the Year by FPZA, 2017 Designated Official Planning Agency of the Year Award in the State of Florida from the Commission for the Transportation Disadvantaged, and the 2017 Castagnacci Focus Award for Outstanding Community Involvement and Sound Planning by FPZA. As an organization, we've navigated successful Federal Certification Reviews and annual audits and I'm proud of the accomplishments of our staff.

At this point in time, however, I believe it's in my best interest to pursue other professional opportunities. I also believe that new leadership will bring fresh perspectives and support continued success of the River to Sea TPO. I am grateful for the opportunity to serve the TPO board and look forward to following your planning activities in the future.

Sincerely,

Lois Bollenback  
Executive Director, River to Sea TPO

cc: River to Sea TPO 1<sup>st</sup> Vice-Chair, Billie Wheeler

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Beverly Beach	DeBary	Flagler Beach	New Smyrna Beach	Palm Coast	South Daytona
Bunnell	DeLand	Flagler County	Oak Hill	Pierson	Volusia County
Daytona Beach	Deltona	Holly Hill	Orange City	Ponce Inlet	
Daytona Beach Shores	Edgewater	Lake Helen	Ormond Beach	Port Orange	

**MEETING SUMMARY  
TPO BOARD  
JULY 23, 2021**

**IV. ACTION ITEMS**

**B. MOTION TO APPOINT MS. COLLEEN NICOULIN AS THE INTERIM EXECUTIVE DIRECTOR TO CARRY OUT ALL AUTHORITIES ASSIGNED TO THE EXECUTIVE DIRECTOR POSITION WITH THE FOLLOWING TERMS:**

- **SALARY OF \$120,000**
- **NO CHANGE TO EXISTING BENEFITS**
- **EFFECTIVE JULY 30, 2021 AT 5:00 P.M. UNTIL A NEW EXECUTIVE DIRECTOR BEGINS EMPLOYMENT**
- **RESUMPTION OF RESPONSIBILITIES AND SALARY OF HER CURRENT POSITION OF MANAGER OF OPERATIONS AND PLANNING**

**Background Information:**

Recruitment activities needed to fill the pending vacancy are likely to require a schedule that extends over several months. Ms. Colleen Nicoulin has been employed as a senior staff member of the River to Sea TPO since July 2017 and currently serves as the Manager of Operations and Planning. Ms. Nicoulin is well positioned to serve as the Interim Executive Director during the recruitment period.

***ACTION REQUESTED:***

**MOTION TO APPOINT MS. COLLEEN NICOULIN AS THE INTERIM EXECUTIVE DIRECTOR TO CARRY OUT ALL AUTHORITIES ASSIGNED TO THE EXECUTIVE DIRECTOR POSITION WITH THE FOLLOWING TERMS:**

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**MEETING SUMMARY  
TPO BOARD  
JULY 23, 2021**

**IV. ACTION ITEMS**

**C. MOTION TO RESCHEDULE THE WEDNESDAY, SEPTEMBER 22, 2021 TPO BOARD MEETING TO WEDNESDAY, SEPTEMBER 29, 2021 AT 9:00 AM**

**Background Information:**

Ms. Nicoulin has a commitment during the month of September that would prevent her from being available for a TPO Board meeting on September 22, 2021. Consideration is recommended to reschedule the date of the River to Sea TPO board meeting to September 29, 2021.

***ACTION REQUESTED:***

***MOTION TO RESCHEDULE THE WEDNESDAY, SEPTEMBER 22, 2021 TPO BOARD MEETING TO WEDNESDAY, SEPTEMBER 29, 2021 AT 9:00 AM***

**MEETING SUMMARY  
TPO BOARD  
JULY 23, 2021**

**IV. ACTION ITEMS**

**D. MOTION TO ESTABLISH AN EXECUTIVE DIRECTOR SEARCH COMMITTEE CONSISTING OF THE FOLLOWING MEMBERS:**

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- **CHRISTINE POWER**
- **VICTOR RAMOS**
- **BILL PARTINGTON**

**Background Information:**

Section 2.2.A. of the River to Sea TPO Bylaws empowers the TPO Chairperson to appoint members to committees as needed. TPO Chairperson Billie Wheeler has established the following members to serve on the Executive Director Search Committee. These members served on the Executive Committee throughout the previous fiscal year.

***ACTION REQUESTED:***

**MOTION TO ESTABLISH AN EXECUTIVE DIRECTOR SEARCH COMMITTEE CONSISTING OF THE FOLLOWING MEMBERS:**

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**MEETING SUMMARY  
TPO BOARD  
JULY 23, 2021**

**IV. ACTION ITEMS**

**E. MOTION TO APPROVE THE TERMS OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN MS. LOIS BOLLENBACK AND THE TPO FOR POST-EMPLOYMENT ASSISTANCE DURING THE TRANSITION PERIOD**

**Background Information:**

Ms. Lois Bollenback has been employed by the River to see TPO for a total of 15 years, and has served as the Executive Director for the past 9 years. In addition, she served as the Assistant General Manager and General Manager of Votran. Her years of experience in local transportation planning are unique and her ability to provide insight and guidance to the Interim Director is valued.

A Professional Services Agreement has been drafted to provide the opportunity for the Interim Executive Director to access the institutional knowledge and expertise of Ms. Bollenback during the expected recruitment period.

***ACTION REQUESTED:***

***MOTION TO APPROVE THE TERMS OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN MS. LOIS BOLLENBACK AND THE TPO FOR POST-EMPLOYMENT ASSISTANCE DURING THE TRANSITION PERIOD***

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is an agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the River to the Sea Transportation Planning Organization, whose address is 2570 West International Speedway Boulevard, Suite 100, Daytona Beach, FL 32114 ("R2CTPO"), and Lois Bollenback, whose address is 30 Cochise Court, Palm Coast, FL 32137 (the "Consultant").

### RECITALS:

**WHEREAS**, the Consultant has been employed by the R2CTPO for fifteen years in total and has served as Executive Director of the R2CTPO for the last nine years and possesses certain institutional knowledge of R2CTPO operations and history; and

**WHEREAS**, the Consultant is leaving service on July 30, 2021; and

**WHEREAS**, the R2CTPO Governing Board finds it in the best interests of the R2CTPO to retain a consulting relationship with the Consultant so that the Consultant may share with the R2CTPO and the Interim Executive Director, on an as needed by the R2CTPO basis, said institutional knowledge and provide professional advice to the Interim Executive Director with regard to management issues,

**NOW, THEREFORE**, for and in consideration of Ten and 00/100 DOLLARS (\$10.00), the mutual agreement hereinafter contained, the R2CTPO hereby retains the Consultant, and the Consultant hereby agrees to provide certain professional services as prescribed herein, the sufficiency and receipt of the compensation which is hereby acknowledged, and the parties desiring to be legally bound.

**Section 1. Recitals.** Each and all of the foregoing recitals is hereby incorporated herein and declared to be true and correct.

**Section 2. General Identification of Services.** All professional services provided by the Consultant for or to the R2CTPO (the "Work") shall include: (a) consultation on matters relating to the institutional operating history of the R2CTPO and the genesis and basis of management decisions regarding same; and (b) consultation with the Interim Executive Director regarding professional public administration and management of the R2CTPO. The Consultant shall not represent the R2CTPO at any meetings or events.

**Section 3. Professional Services.** The Consultant agrees to perform the professional services associated with requests for assistance made by the R2CTPO's Interim Executive Director to the Consultant. The Consultant agrees to make herself available for Work up to a maximum of five (5) hours per week. The Consultant makes no warranties or guarantees with regard to any advice or information that she may supply to the R2CTPO other than to provide her best and most honest response to any request for assistance. In connection with professional services to be rendered

pursuant to this Agreement, the Consultant further agrees to cooperate fully with the R2CTPO in the scheduling and coordination of all phases of the Work she is requested to undertake, timely complete all phases of any work, and report the status of the Work to the R2CTPO upon request and hold pertinent data, calculations, field notes, records, sketches and other projects open to the inspection of the R2CTPO at any time.

**Section 4. Compensation.** The R2CTPO agrees to pay, and the Consultant agrees to accept, for services and Work rendered pursuant to this Agreement, fees and other compensation computed as follows:

(a) For each hour of work, the rate of compensation will be \$200.00 per hour. Compensation of time will be for actual time spent providing services to the R2CTPO, and portions of hours spent providing services shall be compensated *pro rata* for the amount of time spent tenths of an hour based on the hourly rate. Premium rates will not be paid for overtime work. During the term of this Agreement, the Consultant shall not bill for in excess of \$15,000.00 without the written approval given by the R2CTPO Governing Board.

(b) The R2CTPO shall reimburse the Consultant for costs incurred by Consultant for any required copying, and long distance overnight mail (e.g. – Federal Express or UPS) will be at cost to the Consultant. Routine expenses such as office overhead, local phone calls, e-mail, local facsimile transmissions, routine postage, local travel expenses, printed library materials and word processing, clerical or secretarial services are overhead and will not be separately compensated.

(c) Travel. In addition to the above compensation for fees and costs, justified and reasonable travel expenses which are directly and exclusively related to the professional services rendered under this contract will be reimbursed in accordance with the R2CTPO's adopted travel reimbursement policy. The Consultant shall request approval for any travel costs or other expense in excess of \$25.00 prior to incurring such expense. If the R2CTPO has no travel policy in effect, the schedule set forth in Section 112.061, Florida Statutes shall apply. For the purpose of computing travel expenses, the Consultant's place of business shall be that listed in Section 7, relating to Notices, as amended from time to time, and all travel expenses shall be computed on that basis.

(d) Billing Format.

(1) Billings for services performed shall be on not less than a monthly basis. Billable hours shall be measured in one-tenth hour increments. All time exceeding any one-tenth hour increment shall be rounded up to the next highest one-tenth hour increment.

(2) Each statement for fees and costs shall be submitted in one copy, after the services have been rendered, in a format that includes, at a minimum, the following information: (A) Inclusive dates of the month covered by the invoice; and

(B) Itemization of the date; hours billed; a concise, meaningful description of the services rendered, with sufficient detail to enable the R2CTPO to evaluate the services rendered and costs. A listing of all invoiced costs to be reimbursed, together with actual receipts for costs sought to be reimbursed, shall be included.

(e) Sales Tax. The R2CTPO is exempt from payment of Florida state sales and use taxes and Federal Excise tax. The Consultant, however, shall not be exempted from paying Florida state sales and use taxes to the appropriate governmental agencies or for payment by the Consultant to suppliers for taxes on materials used to fulfill its contractual obligations with the R2CTPO. The Consultant shall not use the R2CTPO's exemption number in securing such materials. The Consultant shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement. Said sales and use or excise taxes may be submitted for reimbursement to the R2CTPO. The Consultant shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

(f) The Consultant shall not pledge the R2CTPO's credit or make the R2CTPO a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. This provision shall survive the termination of this Agreement.

**Section 5. Term.** This Agreement shall begin on August 1, 2021, and shall continue until 5:00 p.m., November 30, 2021. The R2CTPO and Consultant may agree to renew this Agreement for additional periods of time, subject to the execution of a written amendment to this Agreement.

#### **Section 6. Records; Public Records.**

(a) As used herein, the term "public records" shall be defined as set forth in Section 119.011, Florida Statutes.

(b) It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the Consultant related, directly or indirectly, to this Agreement, or services performed in relation to this Agreement, and shall be deemed to be a "Public Record" as defined by Chapter 119, Florida Statutes, whether in the possession or control of the R2CTPO, the Consultant, or another person or entity. Said Public Record is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the R2CTPO's Records Custodian. Because certain of the public records may be exempt from disclosure or confidential under Florida or Federal law, the Public Records may not be released for viewing or copying by the Consultant, if any, without the prior approval of the R2CTPO Records Custodian. However, when a request is made by the public for a public record, the Consultant shall immediately contact the R2CTPO Records Custodian for direction on how to handle release of the Public Record for either viewing or copying. The goal shall be

compliance with the open records concepts of Chapter 119, Florida Statutes. The Consultant shall comply with the direction of the R2CTPO with regard to the release or disclosure to the public of exempt or confidential public records.

(c) Upon request by a citizen requesting public records, the Consultant shall immediately supply copies of said non-exempt or non-confidential Public Records to the citizen requesting records or other individual, upon authorization by the R2CTPO Records Custodian. Upon request by the R2CTPO, the Consultant shall immediately supply copies of any and all Public Records to the R2CTPO.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE R2CTPO RECORDS CUSTODIAN, WHO IS THE CUSTODIAN OF PUBLIC RECORDS AT (386) 226-0422 OR RECORDS CUSTODIAN, R2CTPO, 2570 WEST INTERNATIONAL SPEEDWAY BOULEVARD, SUITE 100, DAYTONA BEACH, FL 32114.**

The Consultant must comply with all Florida public records laws, and specifically to:

1. Keep and maintain public records required by the R2CTPO to perform the service.
2. Upon request from the R2CTPO's custodian of public records, provide the public agency 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.
3. 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 Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the public agency.
4. Upon completion of the Agreement, transfer, at no cost, to the R2CTPO all public records in possession of the Consultant or keep and maintain public records required by the R2CTPO to perform the service. If the Consultant transfers all public records to the R2CTPO prior to or upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically

must be provided to the R2CTPO, upon request from the R2CTPO's custodian of public records, in a format that is compatible with the information technology systems of the R2CTPO.

The foregoing section shall survive the termination of this Agreement.

(d) No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the R2CTPO, under this Agreement shall be subject to copyright or patent by the Consultant in the United States or any other Country.

**Section 7. Notices.** Any notices required by this Agreement or to be sent to either of the parties hereto shall be addressed to R2CTPO or the Consultant at the following addresses, or at such other address designated in writing by the party to receive notice:

R2CTPO: River to the Sea TPO  
Interim Executive Director  
2570 West International Speedway Boulevard, Suite 100  
Daytona Beach, FL 32114

CONSULTANT: Lois Bollenback  
30 Cochise Court  
Palm Coast, FL 32137

Notices shall be either (i) personally delivered (including delivery by Federal Express or other courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; or (ii) sent by postage prepaid certified U.S. mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail. A party may unilaterally change its address or addressee by giving notice in writing to the other party as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new addressee or address.

**Section 8. Amendment.** Either party may, from time to time request changes under this Agreement. Such changes which are mutually agreed upon shall be incorporated in written amendments to this Agreement.

**Section 9. Agreement as Including Entire Agreement.** This instrument, including any attachments, embodies the entire Agreement of the parties. There are no other provisions, terms conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

**Section 10. Independent Contractor.** The Consultant is an independent contractor and is not an employee of the R2CTPO. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor,

between the R2CTPO and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

**Section 11. Subcontracting.** The Consultant shall not subcontract, assign, or transfer any work under this Agreement.

**Section 12. Indemnification and Insurance.** Neither the R2CTPO nor the Consultant are required to post insurance or to indemnify one another under this Agreement.

**Section 13. Non-Exclusive Agreement.** The parties acknowledge that this Agreement is not an exclusive agreement, and the R2CTPO may employ other consultants, professional or technical personnel to furnish services for the R2CTPO, as the R2CTPO, in its sole discretion, finds is in the public interest. The R2CTPO reserves the right to assign such Work to the Consultant as it may approve in the sole discretion of the R2CTPO.

**Section 14. Interest of Consultant.** The Consultant covenants that she presently has no conflict of interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

**Section 15. Venue.** Venue for any dispute shall be located in state court in Volusia County, Florida, or in Federal court in the U.S. District Court for the Middle District of Florida. The Consultant waives venue in any other location and agrees to the bringing of suit involving this Agreement only in the locale set forth above.

**Section 16. Construction of Agreement.** The parties hereby acknowledge that they fully reviewed this Agreement and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed more harshly against any party as if they were the drafter of this Agreement.

**(SIGNATURE PAGE TO FOLLOW)**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals  
this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

RIVER TO SEA TRANSPORTATION  
PLANNING ORGANIZATION

ATTEST:

\_\_\_\_\_  
Billie Wheeler, Chair

\_\_\_\_\_  
Witness:

CONSULTANT:

ATTEST:

\_\_\_\_\_  
Lois Bollenback

\_\_\_\_\_  
Witness:

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
PAUL GOUGLEMAN  
RIVER TO SEA TPO BOARD ATTORNEY

DRAFT



**MEETING SUMMARY  
TPO BOARD  
JULY 23, 2021**

**IV. ACTION ITEMS**

**F. MOTION TO DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR SEARCH COMMITTEE TO CARRY OUT THE PROPOSED ACTION PLAN TO SEARCH FOR AND HIRE A NEW EXECUTIVE DIRECTOR**

**Background Information:**

Section 2.6B. of the River to Sea TPO Bylaws states that “When a subcommittee is convened, the first action of the subcommittee shall be to outline the scope of activities of the subcommittee and the expected duration of the group. If necessary, a budget will be established. A report will be provided to the TPO Board at the following meeting seeking approval of the activities recommended.”

It’s recognized that a variety of activities will be needed to fill the pending vacancy and time is of the essence. The attached materials outline an initial Action Plan proposed for the Executive Director Search Committee. The first page of the plan outlines authorities being sought for the committee immediately. The second page of the plan outlines the further development of a schedule of activities to be presented to the TPO Board in August.

***ACTION REQUESTED:***

***MOTION TO DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR SEARCH COMMITTEE TO CARRY OUT THE PROPOSED ACTION PLAN TO SEARCH FOR AND HIRE A NEW EXECUTIVE DIRECTOR***

## Executive Director Search Committee Action Plan

The Executive Director Search Committee (EDSC) was established by the Governing Board of the River to Sea Transportation Planning Organization (TPO) on July 23, 2021 to carry out the following Action Plan to search for and hire a new River to Sea TPO Executive Director.

### Executive Director Search Committee Members:

The EDSC shall consist of the following members:

- Billie Wheeler, R2CTPO Chairperson
- Barbara Girtman, R2CTPO 1<sup>st</sup> Vice Chairperson
- Chris Cloudman, R2CTPO 2<sup>nd</sup> Vice Chairperson
- Jason McGuirk, R2CTPO Immediate Past Chairperson
- Christine Power
- Victor Ramos
- Bill Partington

### Executive Director Position and Salary

The EDSC shall have the authority to update the Executive Director position description

The EDSC shall have the authority to develop a salary range for the Executive Director position consistent with Florida M/TPO's of similar size and operating budget and present the range to the TPO Governing Board for final approval

### Recruitment Services

To assist with conducting the search for and hiring of a new Executive Director, the EDSC shall have the authority to:

1. Select and execute a contract with a professional recruitment firm limited to the budget established in the Schedule and Budget Section of this document;
2. Enter into a Memorandum of Understanding (MOU) with the County of Volusia to utilize the resources and services of their Human Resources Department; or
3. Develop a hybrid approach that combines resources of a professional recruitment firm and Volusia County.

### Budget

The EDSC is authorized to incur fees up to and including the dollar amounts for expenses associated with the following components of conducting the search for a new Executive Director:

- Professional Services Recruitment - \$25,000
- Advertising - \$5,000
- Candidate Travel Expenses - \$5,000

Schedule

The EDSC shall work with recruitment services to develop a schedule of events and timeframe of activities associated with the Executive Director search. A detailed schedule outlining the following activities will be presented to the TPO Governing Board at their August 25, 2021 meeting.

Executive Director Search

Recruitment activities generally attributed with a professional employment search which could include, but not be limited to:

- Outline/define preferred attributes of desired candidate
- Advertise the Executive Director position
- Screen resumes from interested candidates
- Conduct background screening (criminal and financial)
- Develop questionnaires and interview questions
- Interview Candidates
- Shortlist Candidates
- Schedule candidate presentations to the TPO Board and meetings with TPO staff
- Schedule a community leader/stakeholder meeting with the Final Candidates
- Present a Ranked Recommendation of the Final Candidates to the TPO Board

Employment Offer and Contract Negotiations

- Extend an offer of employment to the top ranked candidate
- Negotiate an employment agreement with the top ranked candidate
- In the event the employment offer is not accepted by a candidate or an agreement with the top ranked candidate cannot be reached, extend an employment offer and negotiate an employment agreement with each successive ranked candidate until an agreement is reached

MEETING SUMMARY  
TPO BOARD  
JULY 23, 2021

- VII. RIVER TO SEA TPO BOARD MEMBER COMMENTS
- VIII. RIVER TO SEA TPO CHAIRPERSON COMMENTS
- IX. ADJOURNMENT

**\*The next River to Sea TPO Board meeting will be August 25, 2021\***