



## TPA GOVERNING BOARD MEETING AGENDA

DATE: THURSDAY, FEBRUARY 15, 2018  
TIME: 9:00 A.M.  
PLACE: Palm Beach Gardens City Council Chambers  
10500 N. Military Trail, Palm Beach Gardens, FL 33410

*Transportation facilities and services around the Board meeting location are provided on page 4.*

---

### 1. REGULAR ITEMS

- A. Roll Call
- B. Prayer
- C. Pledge of Allegiance
- D. MOTION TO ADOPT Agenda for February 15, 2018
- E. MOTION TO APPROVE Minutes for December 14, 2017
- F. Comments from the Chair and Member Comments
- G. Executive Director's Report
- H. MOTION TO APPROVE/ADOPT Consent Agenda Items
  - 1. Appointment of Ms. Laura Shultze as the Representative for the School District of Palm Beach County on the Transportation Disadvantaged Local Coordinating Board (TDLCB). A summary of qualifications is attached.
  - 2. Appointment renewal of Mr. Glen Harvie on the Citizen's Advisory Committee (CAC) through February 2021 at the request of County Commissioner Mary Lou Berger.
  - 3. Appointment of Mr. Quan Yuan as Alternate for the City of Boca Raton on the Technical Advisory Committee. A summary of qualifications is attached.
  - 4. Resolution establishing a TPA Sponsorship Policy that allows the provision of sponsorship support by means of direct funding and/or materials for activities, initiatives and/or events that align with the mission and purpose of the TPA.
  - 5. The TPA's Limited English Proficiency (LEP) Plan for local populations in need of language translations for effective outreach and the strategies to meet those needs. The draft document may be accessed at [PalmBeachTPA.org/LEP](http://PalmBeachTPA.org/LEP).
  - 6. The TPA's Title VI and ADA Nondiscrimination Policy and Plan outlining the TPA's commitment to serve LEP and disabled persons, including the complaint process. The draft document may be accessed at [PalmBeachTPA.org/Nondiscrimination](http://PalmBeachTPA.org/Nondiscrimination).
- I. General Public Comments

General comments will be heard prior to consideration of the first action item. Public comments on specific agenda items will be heard following the presentation of the item to the TPA Governing Board. Please complete a comment card, which is available at the welcome table, and limit comments to three minutes.

## 2. ACTION ITEMS

A. The following items implement and/or support actions to transition the TPA to an independent agency consistent with TPA Resolution 2017-08. The Resolution is attached for reference.

1. MOTION TO ADOPT a Resolution Establishing Per Capita Member Dues for Governmental Entities with Voting Membership on the TPA Governing Board

The attached draft Resolution establishes annual membership dues beginning in Fiscal Year 2019, payable to the TPA no later than October 31 of each fiscal year. It sets the dues amount at ten (10) cents per capita for the first five years, uses the unincorporated population to determine the County dues amount, and uses the median dues value for all other members to determine the Port of Palm Beach dues amount.

2. MOTION TO ADOPT a Resolution Directing the TPA Executive Director to Pursue Administrative Support from TPA Member Agencies

The attached draft resolution approves the terms and conditions associated with the provision of temporary local funding to support TPA operations and directs the Executive Director to obtain signed agreements from at least two but not more than four TPA member agencies. The draft Administrative Services Agreement is also attached.

3. MOTION TO APPROVE Agreement for Legal Services

Weiss, Serota, Helfman, Cole & Bierman, P.L. is recommended by the Selection Committee to provide legal services to the TPA. The agreement will run through June 30, 2020 with provisions for up to a two-year extension, if necessary, and a not-to-exceed amount of \$125,000. The draft agreement is attached.

4. MOTION TO CREATE a TPA Steering Committee for Transition Activities

The adopted by-laws authorize the TPA to establish a committee of Governing Board representatives and alternates to investigate and report on specific subject areas. Staff is requesting creation of a three (3) or five (5) member steering committee to facilitate TPA transition activities, to be comprised of the TPA Chair, the TPA Vice Chair, and one to three at-large members selected by the TPA Board.

5. MOTION TO APPROVE the First Amendment to the Interlocal Agreement for Staff and Services between Palm Beach County and the Palm Beach TPA

The attached draft amendment extends the term of the existing Interlocal Staff and Services Agreement from September 30, 2018 to September 30, 2019 with a clause allowing for additional one-year extensions and a 90-day notice period if desired by the TPA Governing Board. It also terminates County Attorney legal services for the TPA when the TPA retains other legal representation.

B. MOTION TO ADOPT a Resolution establishing Targets for federally required Safety Performance Measures

Pursuant to Federal Highway Administration (FHWA) performance measure implementation requirements, the TPA is required to either support FDOT-established targets or adopt their own by February 27, 2018. TPA Staff is recommending support of the FDOT-established "vision zero" safety performance measures and targets. The draft resolution and presentation are attached.

TAC & BTPAC Recommendation: Unanimously recommended support of Vision Zero

CAC Recommendation: Unanimously recommended support of Vision Zero and requested that the Board direct staff to create a Vision Zero action plan by February 2019, and evaluate current and future TIP projects to determine safety effectiveness.

### 3. INFORMATION ITEMS

- A. Downtown West Palm Beach Mobility Study  
West Palm Beach staff will provide an update on the Downtown West Palm Beach Mobility Study. There is no backup for this item.
- B. Congestion Management Process (CMP)  
The Palm Beach TPA's CMP serves to provide policy-makers with a review of local transportation conditions to identify trends in congestion and potential mitigation strategies. TPA staff will present the attached 2017 CMP Annual Report Card.
- C. Fiscal Year 2017 Federal Obligations Report  
TPA staff will review the summary comparison of federal funds identified in the TIP versus federal funds obligated by the lead agencies for each project for federal fiscal year 2017. The summary report is attached.
- D. Partner Agency Updates  
Agency staff from Palm Tran, SFRTA/Tri-Rail, FDOT and/or Palm Beach County Engineering may provide brief updates on items relevant to the TPA.
- E. Correspondence
  - 1. Letter from the Village of Palm Springs designating Council Member Doug Gunther as the new TPA Governing Board Alternate.

### 4. ADMINISTRATIVE ITEMS

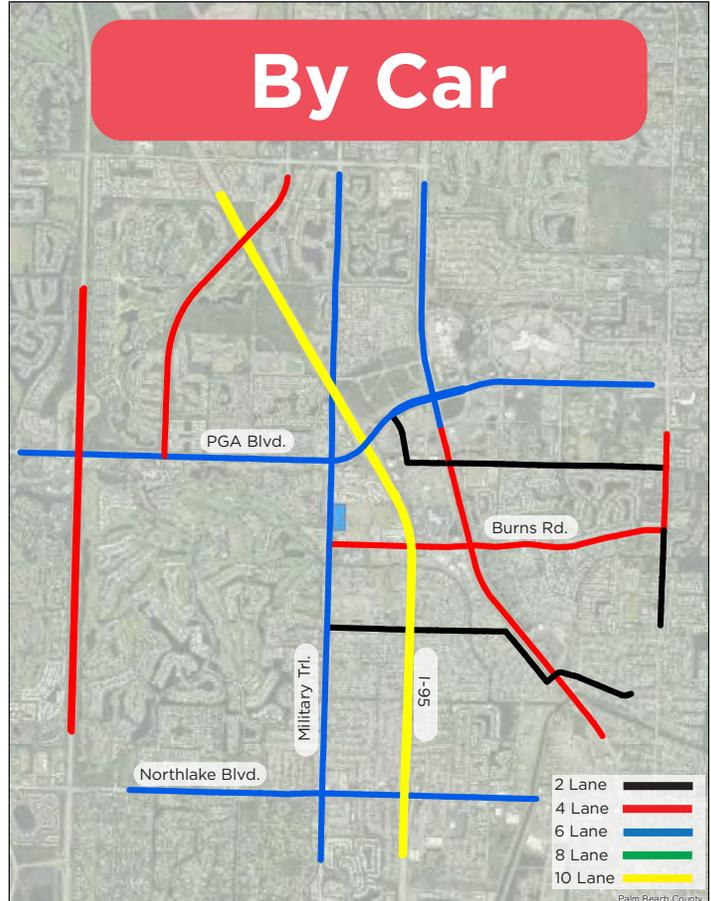
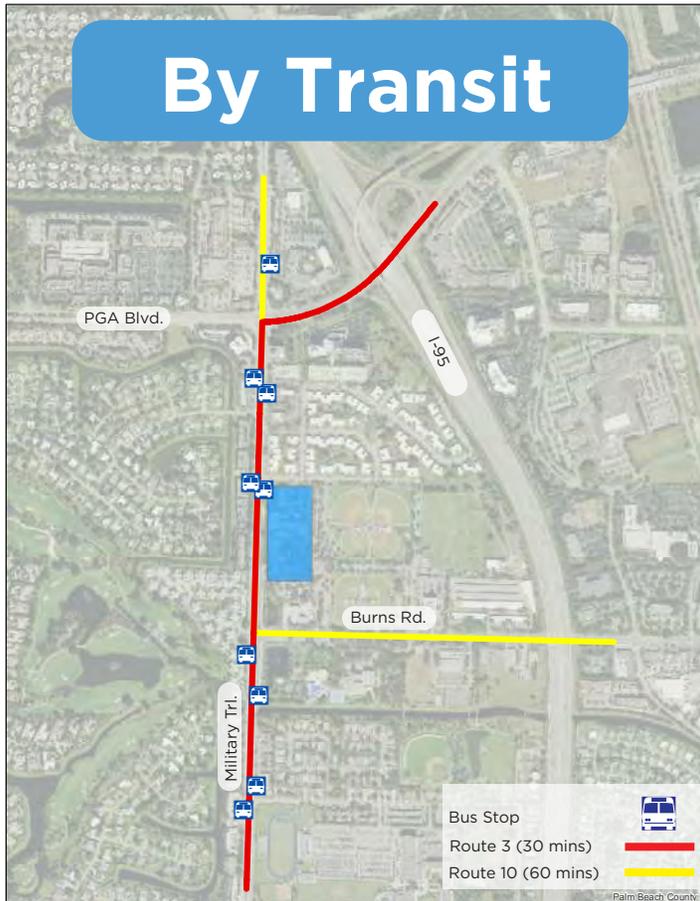
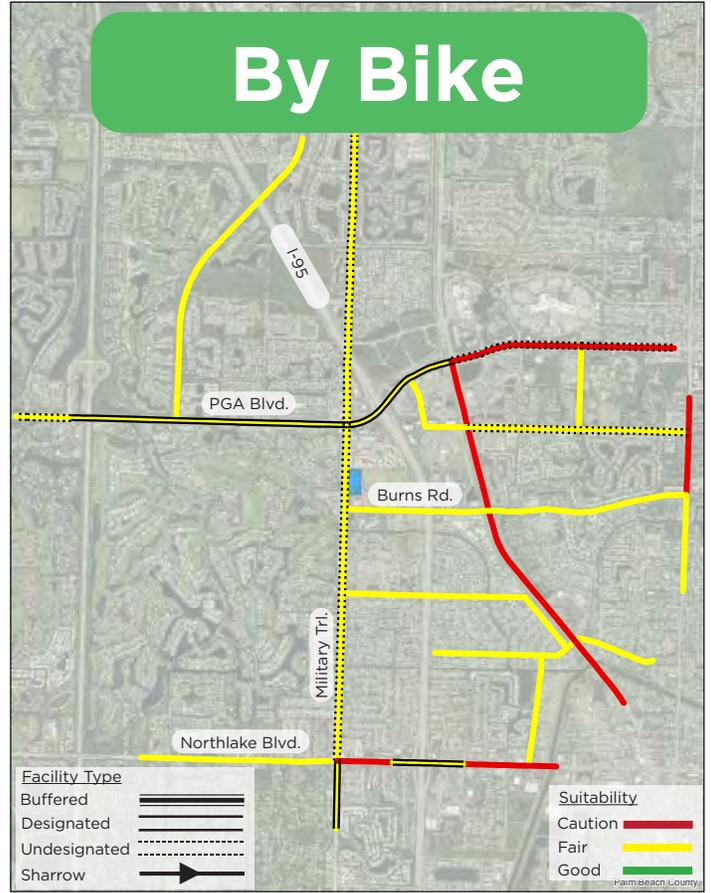
- A. December and January's Public Involvement Activity Report
- B. TPA FY 2018 Second Quarter Fiscal Report
- C. Next Meeting – **March 15, 2018** in Belle Glade  
Dolly Hand Cultural Arts Center, 1977 SW College Drive, Belle Glade
- D. Adjournment

#### NOTICE

This is a meeting of the Palm Beach MPO doing business as the Palm Beach Transportation Planning Agency.

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](mailto:MBooth@PalmBeachTPA.org) at least five business days in advance. Hearing impaired individuals are requested to telephone the Florida Relay System at #711.





## TPA GOVERNING BOARD MEMBERS

### **CHAIR**

**Susan Haynie, Mayor**

City of Boca Raton

*Alternate:* Scott Singer, Council Member

**Robert Weinroth, Council Member**

City of Boca Raton

*Alternate:* Jeremy Rodgers, Council Member

**Steve B. Wilson, Mayor**

City of Belle Glade

*Alternate:* Michael C. Martin, Commissioner

**Steven B. Grant, Mayor**

City of Boynton Beach

*Alternate:* Mack McCray, Commissioner

**Cary D. Glickstein, Mayor**

City of Delray Beach

*Alternate:* Jim Chard, Vice Mayor

**Joel Flores, Mayor**

City of Greenacres

*Alternate:* Councilman Peter Noble

**Jim Kuretski, Council Member**

Town of Jupiter

*Alternate:* Wayne Posner, Council Member

**Pam Triolo, Mayor**

City of Lake Worth

*Alternates:* Scott Maxwell, Vice-Mayor

& Andy Amoroso, Vice Mayor Pro Tem

**Maria Marino, Mayor**

City of Palm Beach Gardens

*Alternate:* Carl Woods, Councilmember

**Joni Brinkman, Council Member**

Village of Palm Springs

*Alternate:* Doug Gunther, Council Member

**Katherine Waldron, Commissioner**

Port of Palm Beach

### **VICE CHAIR**

**Hal Valeche, Commissioner**

Palm Beach County

**Paulette Burdick, Commissioner**

Palm Beach County

**Steven L. Abrams, Commissioner**

Palm Beach County

**Melissa McKinlay, Mayor**

Palm Beach County

**Mary Lou Berger, Commissioner**

Palm Beach County

*Palm Beach County Alternates:*

Dave Kerner, Commissioner

Mack Bernard, Vice Mayor

**Lynne Hubbard, Council Member**

City of Riviera Beach

*Alternate:* Terence D. Davis, Council Member

**Fred Pinto, Mayor**

Village of Royal Palm Beach

*Alternate:* Jeff Hmara, Councilman

**Anne Gerwig, Mayor**

Village of Wellington

*Alternate:* Michael Napoleone, Councilman

**Keith A. James, Commissioner**

City of West Palm Beach

**Paula Ryan, Commissioner**

City of West Palm Beach

*West Palm Beach Alternate:*

Cory Neering, Commissioner

**Gerry O'Reilly, District 4 Secretary**

FDOT Non-Voting Advisory Member



**OFFICIAL MEETING MINUTES OF THE  
PALM BEACH TRANSPORTATION PLANNING AGENCY (TPA)  
GOVERNING BOARD**

**December 14, 2017**

Spanish River Library, 2<sup>nd</sup> Floor  
1501 NW Spanish River Boulevard  
Boca Raton, Florida 33431

---

*PDF versions of the agenda, backup material and presentations as well as audio recordings are available for review at [www.PalmBeachTPA.org/Board](http://www.PalmBeachTPA.org/Board)*

**1. REGULAR ITEMS**

Mayor Haynie called the meeting to order at 9:20 a.m.

**1.A. Roll Call**

The recording secretary called the roll. A quorum was present as depicted in Exhibit A of these Minutes.

**1.B. Prayer** – Led by Mayor Maria Marino

**1.C. Pledge of Allegiance**

**1.D. ADOPTED:** Agenda for December 14, 2017

**MOTION to ADOPT the Agenda for December 14, 2017. Motion by Commissioner Burdick, seconded by Council Member Weinroth, and carried unanimously.** Mayors Flores, Gerwig, McKinlay and Wilson, Commissioners Berger and Ryan, and Council Member Hubbard were absent.

**1.E. APPROVED:** Minutes for October 19, 2017

**MOTION to APPROVE the Minutes for October 19, 2017. Motion by Commissioner Burdick, seconded by Mayor Marino, and carried unanimously.** Mayors Flores, Gerwig, McKinlay and Wilson, Commissioners Berger and Ryan, and Council Member Hubbard were absent.

**1.F. Comments from the Chair and Member Comments**

Mayor Haynie commented as follows:

- Welcomed all to the Spanish River Library and Community Center in Boca Raton and provided a brief background of the meeting venue.

Mayor Haynie noted the member comments were moved to the beginning of the agenda at the request of several Board members.

There were no member comments received.

**1.G. Executive Director's Report**

Mr. Uhren reviewed the following from the report provided to Representatives:

- The TPA Local Initiatives and Transportation Alternatives funding programs application cycle will be opening shortly and a workshop for potential applicants will be held on Tuesday, December 19 at 9 a.m. at the Vista Center, 2300 N Jog Road, West Palm Beach.

- Florida's Turnpike staff will be conducting a design public information meeting for the Hypoluxo Bridge Reconstruction as part of their major widening project on January 11, 2018 at 5:30 p.m. at the American German Club, 5111 Lantana Road, Lake Worth.
- The 2018 Safe Streets Summit is February 1-2, 2018 in downtown West Palm Beach. He noted a personalized invitation was provided on the dais for each Board member.
- In conjunction with the Safe Streets Summit, the first MPOAC Governing Board meeting of 2018 will be held on February 1, 2018 in West Palm Beach. He noted all Governing Board members are invited to attend this event and meet other local elected officials serving in a similar capacity throughout Florida.
- The 2018 MPOAC Weekend Institutes for Elected Officials will be held in April in Orlando and in June in Tampa. He requested interested Board members to contact him for additional details.
- TPA staff attended the National Association of City Transportation Officials (NACTO) conference in Chicago that occurred in October and November.
- In November, he participated as a panelist on Complete Streets at the Emerald Coast Transportation Symposium in Panama City Beach.
- Mayor Marino was highlighted in the December Year-in-Review of the ITE Journal for bringing a mayoral perspective to the annual meeting of the Institute of Transportation Engineers.
- The I-95 at Spanish River Interchange construction project is nearing completion with a ribbon-cutting ceremony expected in February, and noted further details would be relayed to local officials.

Commissioner Paula Ryan joined the meeting at 9:27 a.m.

**1.H. APPROVED: Consent Agenda Item**

1. Appointment of Mr. Anthony Catalina as the Representative for the South Florida Regional Transportation Authority (SFRTA) on the Technical Advisory Committee (TAC).
2. Appointment of Mr. Richard Gonzalez as the Representative for the Private Transportation Industry on the Transportation Disadvantaged Local Coordinating Board (TDLCB).
3. Appointment of Ms. Tekesha Saffold as the Representative for the Citizen Advocate/User on the TDLCB.
4. Agreement with Kimley-Horn and Associates to provide 2045 Long Range Transportation Plan (LRTP) Consultant Services.
5. Amendment to Agreement with Frankel Interactive to provide Website Hosting and Maintenance Services.
6. Agreement with SFRTA to accept in-kind sponsorship for the 2018 Safe Streets Summit
7. Agreement with Hilton West Palm Beach to accept in-kind sponsorship for the 2018 Safe Streets Summit
8. Amendment #7 to the 2040 Long Range Transportation Plan (LRTP)
9. Amendment #3 to the FY 18 – 22 Transportation Improvement Program (TIP)

**MOTION to APPROVE the Consent Agenda. Motion by Council Member Weinroth, seconded by Commissioner Burdick, and carried unanimously.** Mayors Flores, Gerwig, McKinlay and Wilson, Commissioner Berger, and Council Member Hubbard were absent.

### **1.I. General Public Comments**

Mr. Robert Schulbaum, representative for the Delray Alliance, made comments regarding the Atlantic Avenue construction project and expressed their desire to move the construction schedule up that is currently slated for 2022.

MR. UHREN reminded the Board this project was discussed during the last meeting as a part of the Florida Department of Transportation (FDOT) Work Program. He briefly reviewed the two scheduled investments in the Atlantic Avenue corridor from State Road 7 to Lyons Road and Lyons Road to Jog Road.

Council Member Terence D. Davis joined the meeting at 9:35 a.m.

Mayor Melissa McKinlay joined the meeting at 9:36 a.m.

COMMISSIONER BURDICK commented on the Delray Alliance's support and involvement with future planning, and expressed a concern that their request may cause other prioritized projects to be displaced.

## **2. 40<sup>th</sup>ANNIVERSARY SPECIAL PRESENTATIONS**

### **2.A. DISCUSSED: Decades of Decisions that Matter**

MR. UHREN provided an overview of the TPA's 40 years of collaboratively planning, prioritizing and funding the transportation system. He reviewed data from 1977, 1997 and 2017 that included Governing Board member makeup, population growth, bus service updates, transportation plans, and completed projects. He reviewed ways to build the future that include implementing Complete Streets, using the newly adopted Design Guidelines, applying for funding opportunities and attending the annual regional Safe Streets Summit.

#### **2.B.1. DISCUSSED: Remarks from Key Stakeholders**

MR. JAMES CHRISTIAN, Federal Highway Administration (FHWA) Division Administrator, provided an update on changes to federal funding, establishing the targets and measures for new performance measures, and environmental streamlining. He highlighted the I-95 express project history and expressed his appreciation for the partnership throughout the State of Florida. He noted over the last three years Palm Beach County has received a federal investment of \$208M. He provided details of the infrastructure plan and noted it would focus on four main categories of incentives, rural infrastructure, transformative projects, and expanding the current loan programs. He expressed his appreciation of the partnership and for being invited to speak.

MAYOR MCKINLAY expressed her frustration on the changes to infrastructure investment projects that give preference points to those jurisdictions that have raised either property tax or have an alternative revenue source, such as sales tax. She noted there is more burden put on local government to establish the revenue stream when tax dollars have already been sent and should be spent within the community. She made further comments on tax deductions and legislative initiatives. She requested these comments be taken back to FHWA.

MR. CHRISTIAN provided clarification on federal gas tax dollars for donor/receiver states.

A brief discussion ensued on tax reform and performance metrics details.

#### **2.B.2. DISCUSSED: Remarks from Key Stakeholders**

MR. JEFF KOONS, former Palm Beach MPO Chair, provided a background of how the MPO grew as an agency, Florida Metropolitan Planning Organization Advisory Council (MPOAC) coordination and training, and major projects completed.

MR. RANDY WHITFIELD, former Palm Beach MPO Director, provided a brief background of the MPO planning, funding and growth.

A brief discussion ensued.

**2.B.3. DISCUSSED:** Remarks from Key Stakeholders

MS. STACEY MILLER, FDOT District Four Director of Transportation Development, made a presentation on behalf of District Four Secretary Gerry O'Reilly. She provided a background of Florida's Strategic Intermodal System (SIS) with highlights of key milestones, funding plans, and major projects accomplished.

**2.B.4. DISCUSSED:** Remarks from Key Stakeholders

MR. MICHAEL BUSHA, Treasure Coast Regional Planning Council (TCRPC) Executive Director, presented the TPA with the following awards:

- Florida Planning and Zoning Association's 2017 Outstanding Infrastructure Award for the Village of Tequesta US Master Plan and Complete Streets Project
- National Association of Development Organization's 2017 Innovation Award for the Village of Tequesta US Master Plan and Complete Streets Project
- Florida American Planning Association's 2017 Award of Merit for best practices

MR. BUSHA expressed his gratitude of the TPA's partnership with TCRPC.

**2.B.5. DISCUSSED:** Remarks from Key Stakeholders

MAYOR HAYNIE expressed her appreciation to the Governing Board for allowing her to serve as Chair, which led to opportunities to serve in a leadership capacity for other partner agencies such as the MPOAC and Southeast Florida Transportation Council (SEFTC).

**3. ACTION ITEMS**

**3.A. ELECTED:** 2018 Officers for the TPA Governing Board

**MOTION to elect Mayor Susan Haynie as the 2018 TPA Governing Board Chair. Motion by Council Member Weinroth, seconded by Mayor Pinto and carried unanimously.** Mayors Flores, Gerwig and Wilson, and Commissioner Berger were absent.

**MOTION to elect Commissioner Valeche as the 2018 TPA Governing Board Vice Chair. Motion by Commissioner Abrams, seconded by Mayor McKinlay and carried unanimously.** Mayors Flores, Gerwig and Wilson, and Commissioner Berger were absent.

**3.B. APPROVED:** Representatives for the Southeast Florida Transportation Council (SEFTC)

MR. UHREN advised that SEFTC is the regional Council with Miami-Dade TPO, Broward MPO and Palm Beach TPA representation. He stated that each MPO Governing Board is authorized to appoint one Representative and one Alternate to represent them on the council.

**MOTION to approve Mayor Susan Haynie as the Representative and Commissioner Keith James as the Alternate for SEFTC. Motion by Council Member Weinroth, seconded by Mayor Triolo, and carried unanimously.** Mayors Flores, Gerwig and Wilson, and Commissioner Berger were absent.

**3.C. APPROVED:** Representatives to the Florida MPOAC Governing Board

MR. UHREN stated that the Florida MPOAC is comprised of one Governing Board Representative and one Alternate from each of the 27 MPOs throughout the state. He noted the MPOAC is the forum for developing policy positions on common issues of importance.

**MOTION to approve Mayor Susan Haynie as the Representative and Mayor Melissa McKinlay as the Alternate for the Florida MPOAC. Motion by Council Member Weinroth,**

**seconded by Council Member Davis, and carried unanimously.** Mayors Flores, Gerwig and Wilson, and Commissioner Berger were absent.

**3.D. ADOPTED:** Resolution approving the TPA Procurement Policy

MR. UHREN noted Resolution 2017-08 directs the TPA to operate as an independent agency with item 1.D. specific to establishing a procurement policy. He stated this policy is based on applicable federal and state regulations, the policies used by large independent MPOs in Florida, and the policy used by Palm Beach County. He reviewed key points of the policy that included a competitive purchasing process, a clear list of exemptions, and administrative processes.

A discussion ensued on goods and services expenditures, percentage of purchases falling into each category, Small Business Enterprise (SBE) program and Disadvantage Business Enterprise (DBE) program policies, and the bid selection process.

**MOTION to ADOPT a Resolution approving the TPA Procurement Policy. Motion by Mayor Pinto, seconded by Commissioner Valeche, and carried unanimously.** Mayors Flores, Gerwig and Wilson, and Commissioner Berger were absent.

**3.E. APPROVED:** 2018 Local Initiatives (LI) and Transportation Alternatives (TA) Program Guidelines and Scoring Systems

MR. ANDREW UHLIR, Palm Beach TPA TIP Coordinator, presented the proposed changes to the LI and TA Program Guidelines and Scoring Systems. He noted the scoring system is based on the goals and objectives in the 2045 LRTP. He reviewed the LI program changes of increasing the max funding to \$5M, limit of two applications per municipality with Palm Beach County able to submit six applications. The revised guidelines establish a 25-point minimum project score, add points for separated bike lanes, penalize applicants for canceling a previously funded project, and require a resolution of support from the facility owner(s).

Mayor Steven Grant left the meeting at 11:01 a.m.

MR. UHLIR reviewed the TA program proposed changes including a limit of two applications per municipality with Palm Beach County able to submit six applications; establishing a 25-point minimum project score; adding points for separated bike lanes; penalizing applicants for canceling a previously funded project; adding points for connecting to publicly accessible historic, cultural and natural areas; and requiring a resolution of support from the facility owner(s).

A discussion ensued on scoring for bicycle lanes, need for road owner support, and the need for outreach to the School District and Palm Tran for project opportunities.

MR. UHREN noted a LI and TA Program workshop would be held on December 19<sup>th</sup> for applicants to ask project specific questions. He noted the workshop will be recorded and posted on the TPA website for all municipalities to reference while completing applications.

Further discussion ensued on the scoring system and disadvantages municipalities face based on infrastructure buildout; and scoring for safe routes to school.

**MOTION to APPROVE the 2018 LI and TA Program Guidelines and Scoring Systems. Motion by Commissioner Valeche, seconded by Commissioner Burdick, and carried unanimously.** Mayors Flores, Gerwig, Grant and Wilson, and Commissioner Berger were absent

Council Member Terence D. Davis left the meeting at 11:20 a.m.

#### **4. INFORMATION ITEMS**

**4.A. DISCUSSED:** I-95/Southern Boulevard (SR 80) Interchange Project

MR. UHREN noted the Public Hearing on this project took place on October 19<sup>th</sup> not September 21<sup>st</sup> as shown in the agenda packet. He stated the project team would highlight the public

comments that were received during the hearing and how the comments were incorporated into the project proposal.

MR. HUMBERTO ARRIETA, FDOT Project Manager and MS. CASSIE PICHÉ, RS&H Consultant, gave a brief background of the project study area, purpose and need, and the recommended alternative details. They reviewed the recommended improvements, public hearing results and conclusions drawn from the public comments.

Commissioner Keith James left the meeting at 11:24 a.m.

Council Member Jim Kuretski left the meeting at 11:26 a.m.

A lengthy discussion ensued on noise wall feasibility, Vedado neighborhood entrance concerns, Town of Cloud Lake concerns on billboard blockage, and construction timeline.

MAYOR HAYNIE read into the record a written public comment received from Ms. Dorothy Gravelin representing the Towns of Cloud Lake and Glen Ridge. Ms. Gravelin requested the Board to take into consideration the public comments received along with other upcoming improvement projects before approving the recommended alternative.

Further discussion ensued on the I-95 managed lanes project, need to study the utilization of other multimodal options especially in the western communities.

CHAIR HAYNIE noted Information Items 4.C, 4.D, and 4.E would be deferred to the next meeting.

#### **4.B. DISCUSSED: Boca Raton II Tri-Rail Station Update**

MR. ANTHONY CATALINA, SFRTA Director of Planning and Capital Development, provided an introduction to the Boca Raton II Tri-Rail Station PD&E Study. He noted the project kicked off in May 2017 with a Public Kickoff meeting in August and a Public Alternatives meeting on December 5, 2017.

Mayor Maria Marino and Council Member Joni Brinkman left the meeting at 11:55 a.m.

MR. IAN RAIRDEN, Consultant with Kimley-Horn and Associates, noted a second Tri-Rail station within the City of Boca Raton has been identified by multiple agencies and is included in their plans. He reviewed the study area, feasible station locations, Concept Plans A and B, overall schedule, and the next steps with a Public Meeting in June 2018.

A brief discussion ensued on the determination process for parking spaces, expected ridership numbers, and transit oriented development concepts.

#### **4.C. Congestion Management Process (CMP)**

This item was deferred.

#### **4.D. Fiscal Year 2017 Federal Obligations Report**

This item was deferred.

#### **4.E. Partner Agency Updates**

This item was deferred.

#### **4.F. Correspondence**

1. Joint Letter from the Regional Planning Councils regarding the US Highway 27 Multi-Modal Corridor.
2. Response letter from FDOT regarding the FY 19-23 Draft Tentative Work Program.
3. Letter from the Alliance of Delray Residential Associations, Inc. regarding the two Atlantic Avenue expansion projects west of Delray Beach.

There was no discussion on these items.

**5. ADMINISTRATIVE ITEMS**

**5.A.** October and November's Public Involvement Activity Report

There was no discussion on this item.

**5.B.** TPA FY 2018 First Quarter Fiscal Report

There was no discussion on this item.

**5.C.** Next Meeting – **February 15, 2018 at Palm Beach Gardens City Hall**

MAYOR MCKINLAY noted she will be attending the Climate Compact Summit in Fort Lauderdale following the Board meeting.

**5.D.** Motion to Adjourn

There being no further business, the Chair declared the meeting adjourned at 12:04 p.m.

---

This signature is to attest that the undersigned is the Chair, or a designated nominee, of the Transportation Planning Agency and that information provided herein is the true and correct Minutes for the **December** meeting of the Transportation Planning Agency Governing Board, dated this \_\_\_ day of \_\_\_\_\_, 2018.

---

Chair

**EXHIBIT A**  
 Transportation Planning Agency Governing Board  
 Attendance Record: 2017

<b>Representative/Alternate Local Government</b>	<b>Feb '17</b>	<b>Mar '17</b>	<b>Apr '17</b>	<b>May '17</b>	<b>Jun '17</b>	<b>Jul '17</b>	<b>Aug '17</b>	<b>Sep '17</b>	<b>Oct '17</b>	<b>Nov '17</b>	<b>Dec '17</b>
Steven Abrams, Commissioner/ Mack Bernard, Commissioner Palm Beach County	E	P	P	P	P	P		ALT	P		P
Mary Lou Berger, Commissioner Palm Beach County	P	P	P	E	P	A		P	P		E
Joni Brinkman, Council Member Village of Palm Springs	P	P	P	P	ALT	P		P	P		P
Paulette Burdick, Commissioner/ Mack Bernard, Vice Mayor Palm Beach County	P	E	P	P	P	P		P	P		P
Joel Flores, Mayor/ Peter Noble, Councilman City of Greenacres	A	P	***P	ALT	P	P		P	P		E
Anne Gerwig, Mayor Michael Napoleone, Councilman Village of Wellington	P	P	P	P	P	P		ALT	E		E
Cary D. Glickstein, Mayor/ Jim Chard, Vice Mayor City of Delray Beach	E	P	P	ALT	ALT	E		ALT	ALT		ALT
Steven B. Grant, Mayor/ Mack McCray, Vice Mayor City of Boynton Beach	P	P	P	P	E	ALT		ALT	P		P
Susan Haynie, Mayor - MPO CHAIR City of Boca Raton	P	P	P	P	P	P		P	P		P
Lynne Hubbard, Council Member/ Terence D. Davis, Council Member City of Riviera Beach	A	ALT	P	P	A	A		A	P		ALT
Keith James, Commissioner City of West Palm Beach	P	ALT	ALT	P	P	P		P	P		P
Jim Kuretski, Council Member Town of Jupiter	P	P	P	P	E	P		P	E		P
Maria Marino, Mayor City of Palm Beach Gardens	E	P	***P	P	P	P		P	E		P
Melissa McKinlay, Mayor Palm Beach County	E	P	P	P	P			P	P		P
Fred Pinto, Mayor/ Jeff Hmara, Councilman Village of Royal Palm Beach	P	P	P	P	P	P		P	P		P
Paula Ryan, Commissioner/ Cory Neering, Commissioner City of West Palm Beach	P	P	P	P	P	ALT		***P	ALT		P
Pam Triolo, Mayor/ Scott Maxwell, Vice Mayor City of Lake Worth	ALT	P	A	P	ALT	P		ALT	P		P

\*\*\* New Appointment  
 E - Excused

P - Representative Present  
 A - Absent

ALT- Alternate Present  
 Shaded months - No Meeting



**EXHIBIT A (cont'd)**

OTHERS PRESENT

Todd Bonlarron  
 Donna Raney  
 David Ricks  
 Richard Radcliffe  
 Khurshid Mohyuddin  
 Malissa Booth  
 Renee Cross  
 Sandra Feliciano  
 Kevin Fischer  
 Alyssa Frank  
 Matthew Komma  
 Valerie Neilson  
 Andrew Uhler  
 Nick Uhren  
 Tim Verbeke  
 Margarita Pierce  
 Clinton Forbes  
 Bruce Guyton  
 Khaled Shammout  
 Cassie Piché  
 Neil Schiller  
 Tony Catalina  
 Natalie Yesbeck  
 Dorothy Gravelin  
 Michael Busha  
 Thomas Lanahan  
 Andrea Iglesias  
 Vice Mayor Jeff Hmara

REPRESENTING

Palm Beach County Administration  
 Palm Beach County Attorney's Office  
 Palm Beach County Engineer  
 Palm Beach County League of Cities  
 Palm Beach County Planning  
 Palm Beach Transportation Planning Agency  
 Palm Tran  
 Palm Tran  
 Palm Tran  
 RS&H  
 Saul Ewing Arnstein & Lehr  
 South Florida Regional Transportation Authority  
 South Florida Regional Transportation Authority  
 Towns of Cloud Lake & Glen Ridge  
 Treasure Coast Regional Planning Council  
 Treasure Coast Regional Planning Council  
 Urban Health Partnerships  
 Village of Royal Palm Beach



**THE SCHOOL DISTRICT OF  
PALM BEACH COUNTY, FL**

**KEVIN McCORMICK  
DIRECTOR**

**DAVID W. CHRISTIANSEN, Ed.D.  
DEPUTY SUPERINTENDENT/CHIEF OF SCHOOLS**

**1.H.1**

EXCEPTIONAL STUDENT EDUCATION  
3300 FOREST HILL BOULEVARD, A-203  
WEST PALM BEACH, FL 33406

**KEITH OSWALD  
CHIEF ACADEMIC OFFICER**

**DIANA FEDDERMAN  
ASSISTANT SUPERINTENDENT/TEACHING & LEARNING**

PHONE: 561-434-8626 / FAX: 561-434-8384  
[WWW.PALMBEACHSCHOOLS.ORG/ESE](http://WWW.PALMBEACHSCHOOLS.ORG/ESE)

January 19, 2018

Alyssa Frank  
TD-LCDB Liaison and Planner 1  
The Transportation Disadvantaged Local Coordinating Board (TD-LCB)

Dear Alyssa Frank:

Kevin McCormick, the Director of the SDPBC Department of Exceptional Student Education, suggested that I contact you regarding the open school district representative position with the Transportation Disadvantaged Local Coordinating Board (TD-LCB). My education background in Special Education, along with my professional experience, makes me an excellent candidate for this position. I work with our secondary schools and programs for students with disabilities to promote student transportation independence.

As you will see from the enclosed resume, I have more than 22 years of experience in the field of special education. My resume demonstrates my expertise in special education, my commitment to personal and professional excellence, and my excellent written and oral communication skills.

I can be reached at 561-434-8367. I look forward to meeting you to further discuss working with the Transportation Disadvantaged Local Coordinating Board (TD-LCB).

Sincerely,

Laura Schultze, M.S.  
Program Planner for Secondary Curriculum & Transition  
Exceptional Student Education, School District of Palm Beach County

# LAURA SCHULTZE

561-434-8367 (PX 48367)

LAURA.SCHULTZE@PALMBEACHSCHOOLS.ORG

## **EXPERIENCE**

### **SCHOOL DISTRICT of PALM BEACH COUNTY, West Palm Beach, FL**

*Exceptional Student Education Department Program Planner for Secondary Curriculum and Transition (2016-present)*

*Transition Specialist, 2015-2016*

Train and assist IEP teams with development of Transition IEPs.

Advise students and families on post-secondary options and available supports/ agencies.

Assist schools with Access Pathway credit tracking and course planning.

Develop and present capacity development activities for parents, students, school and district staff on transition topics including: deferment, graduation requirements, waiver for standardized testing, job coach supports, T14/ T16 indicators, drop out intervention, post-graduation agency services, online course implementation, Travel Training in collaboration with Palm Tran, college disability support services in collaboration with PBSC, career awareness, and post 22 options.

Chair of the Council for in Transition Youth (CITY).

Facilitate annual family transition events in collaboration with CITY.

Serve as member of SNAC steering committee and sit on Post Secondary Task Force.

Develop resource links materials specific to College Planning or Post 22 Options to provide students.

Facilitate agency collaboration in support of student needs.

### **GREENACRES ELEMENTARY, Greenacres, FL**

*ESE Contact, 2007- 2015 & 2004-2006 (Interim Contact), MTSS/RtI Facilitator/ SBT Chair, 2009-2015*

*Parent Liaison/ Volunteer & Business Partner Coordinator 2007-2009 VE Teacher, 2003-2004 & 2005-2006*

### **CONGRESS MIDDLE SCHOOL, Boynton Beach, FL**

*VE Teacher, 2002-2003*

### **BEAR LAKES MIDDLE SCHOOL, West Palm Beach, FL**

*TMH Unit Teacher, 2001-2002 VE/ Behavioral Teacher, 1999-2001*

### **OAKMONT SCHOOL, Gaithersburg, MD**

*Teacher, 1997-1999*

### **THE RIDGE SCHOOL, Gaithersburg, MD**

*Master Teacher, 1996-1997 Teacher, 1994-1996*

## **SKILLS**

Designing and implementing Transition Team Action Plan and school wide Reading Intervention Action Plan.

Leading interdisciplinary teams in short and long term goal setting.

Utilizing Transcript Credits, EDW, diagnostic/FSA, FAIR, AimsWEB, and LLI data to drive decision making.

Developing academic and behavioral MTSS/RtI plans, IEPs, FBAs/BIPS.

Monitoring legal compliance and fidelity.

Facilitating positive parent school relationships.

Coordinating school wide events and programs.

Clinical Ed, SIS, Career Shines, EDW, Flexible Scheduling, FBA/BIP trained.

Implementing professional development programs.

## **EDUCATION AND CERTIFICATION**

### **JOHNS HOPKINS UNIVERSITY, Baltimore, MD**

*Master of Science., Special Education: Mild to Moderate,*

### **VANDERBILT UNIVERSITY, Nashville, TN**

*Bachelor of Science, cum laude, Fine Arts/ Secondary Education*

## **FLORIDA TEACHER CERTIFICATION**

Varying Exceptionalities K-12

ESOL K-12

Art K-12

Gifted Endorsement

February 6, 2018

Nick Uhren, P.E.  
Director of Palm Beach Transportation Planning Agency  
2300 North Jog Road, 4th Floor  
West Palm Beach, FL 33411

Subject: Appointment of Quan Yuan as an Alternate to the TPA Technical Advisory Committee, representing the City of Boca Raton

Dear Mr. Uhren:

I would like to formally request to designate Quan Yuan as an Alternate to the Palm Beach TPA Technical Advisory Committee (TAC). He is a resident of Palm Beach County and lives in Boca Raton. Quan is currently working with the City as a Transportation Planning Engineer in the Municipal Services Department. He is a professional engineer with extensive experience in transportation planning, traffic engineering, and community planning and is well qualified to serve on the TPA's TAC. His contact information is given below:

Quan Yuan, P.E.  
City of Boca Raton/Municipal Services Department  
2500 NW 1<sup>st</sup> Avenue,  
Boca Raton, FL 33431  
Phone: 561-416-3370  
Email: [QYuan@myboca.us](mailto:QYuan@myboca.us)

I have attached a copy of Mr. Yuan's resume. If you need additional information, please contact me at 561-416-3385 or [dgrippo@myboca.us](mailto:dgrippo@myboca.us).

Sincerely,



Daniel Grippo, P.E., CEM  
Director/Municipal Services

cc: Maria M Tejera, P.E., City Traffic Engineer

# QUAN YUAN, P.E.

City of Boca Raton  
201. W Palmetto Park Road  
Boca Raton, Florida 33432  
qyuan@myboca.us  
Tel (561)-416-3370

## EDUCATION

MS.C.E., Civil Engineering (Transportation), Florida International University, 2007  
B. Sci., West Virginia University Institute of Technology & Marshall University, 2005

## PROFESSIONAL EXPERIENCES

Transportation Planning Engineer, City of Boca Raton, (2017 - )

- Review traffic concurrency and site plans of citywide projects based on city established standards.
- Represent traffic division to attend public meetings and offer professional advices to elected officials.
- Involve in the updates of transportation elements in City's comprehensive plan.
- Coordinate with multiple government agencies and local entities for transportation improvement projects within the city limit.
- Address new traffic planning issues and evaluate conceptual alternatives as part of the growth management.

Professional Engineer, Palm Beach County, West Palm Beach, (2015-2016)

- Administrate traffic concurrency reviews for countywide projects pursuant to County Traffic Ordinance.
- Represent traffic division to attend public meetings and answer questions from board members.

Transportation Planner, Cambridge Systematics, Inc., Fort Lauderdale, (2011 - 2015)

- Support local governments to respond FTA New Starts projects Alternative Analyses and Environmental Impact Study phases.
- Assist with local agencies' meeting coordination and responded to various requests, including support for the 2040 Southeast Florida regional transportation plan.
- Compile multiple databases, including 2010 census, American Community Survey ACS), and Census Transportation Planning Products (CTPP) into consistent formats for analyses.

Transportation Engineer, BCC Engineering, Inc., Orlando, (2008 – 2011)

- Conduct future year corridor deficiency analysis with regional planning models.
- Utilize the travel demand models to examine travel patterns to support long range plan (LRP).
- Perform travel demand forecasts for both roadways and major transit routes

## SELECTED PUBLICATION

Schiffer G. R., L. Long, and Q. Yuan, "NCHRP-o8-84 Long-Distance and Rural Travel Transferrable Parameters for Statewide Travel Forecasting Models", National Cooperative Highway Research Program, Transportation Research Board, October 2012.

Cevallos, G.F., Q. Yuan, A. Gan, and X. B. Wang, "Improving Paratransit Level of Service with GPS Technology", Presentation at the 87th Annual Meeting of the Transportation Research Board (TRB), Washington, D.C., 2008.

## TPA RESOLUTION 2018-

RESOLUTION ESTABLISHING A POLICY FOR SPONSORSHIP OF TRANSPORTATION RELATED ACTIVITIES, INITIATIVES AND EVENTS; ESTABLISHING AN EFFECTIVE DATE

**WHEREAS**, the Palm Beach MPO, doing business as the Palm Beach Transportation Planning Agency (TPA), desires to establish a policy which allows the provision of sponsorship support by means of direct funding and/or materials for activities, initiatives and/or events that align with the mission and purpose of the TPA; and

**WHEREAS**, TPA sponsorship support for any such activities, initiatives and/or events is not a federally reimbursable expense and must be paid with local funds available to the TPA and shown in the TPA's adopted budget, also known as the Unified Planning Work Program (UPWP); and

**WHEREAS**, the TPA Governing Board desires to minimize the delays associated with obtaining TPA Governing Board approval for routine sponsorship support consistent with the UPWP; and

**WHEREAS**, the TPA Governing Board desires to establish a threshold amount for routine sponsorship support up to which the Executive Director or designee may authorize sponsorship support on behalf of the TPA, and to affirm that any sponsorship exceeding that amount shall require TPA Governing Board approval; and

**WHEREAS**, routine sponsorship support consistent with the mission and purpose of the TPA does not constitute a policy-making decision and is a ministerial function that the TPA Governing Board wishes to delegate to its Executive Director.

**NOW THEREFORE, BE IT RESOLVED THAT:**

1. The foregoing recitals are hereby adopted and ratified.
2. The Palm Beach TPA authorizes the Executive Director or designee to extend sponsorship support on behalf of the TPA in an amount not to exceed \$2,000 by means of direct funding and/or materials for activities, initiatives and/or events that align with the mission and purpose of the TPA.
3. The Palm Beach TPA affirms that any sponsorship support in an amount exceeding \$2,000 must be approved by the TPA Governing Board.
4. This resolution will be effective 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 \_\_\_\_\_ day of \_\_\_\_\_, 2018.

PALM BEACH MPO,  
d/b/a PALM BEACH TRANSPORTATION PLANNING AGENCY

By: \_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
TPA Executive Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

\_\_\_\_\_  
TPA Legal Counsel

## RESOLUTION MPO 2017-08

RESOLUTION DIRECTING THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION'S (MPO) EXECUTIVE DIRECTOR TO CREATE FUTURE MPO GOVERNING BOARD ITEMS THAT WILL ALLOW THE MPO TO OPERATE AS AN INDEPENDENT AGENCY; RENEWING THE EXISTING INTERLOCAL STAFF AND SERVICES AGREEMENT BETWEEN THE MPO AND PALM BEACH COUNTY FOR AN ADDITIONAL YEAR; PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the MPO and Palm Beach County have an existing interlocal agreement for staff and services that expires on September 30, 2018 and requires the MPO to give a one-year notice regarding the renewal of the agreement prior to the expiration; and

**WHEREAS**, at its May 18, 2017 MPO Governing Board meeting, the MPO created a nine (9) member Governance Committee to review the interlocal staff and services agreement between the MPO and Palm Beach County and to recommend that the MPO extend it, modify it, or terminate it; and

**WHEREAS**, the MPO Governance Committee met on June 12, 2017 and August 23, 2017 to evaluate the benefits and costs of the options available to the MPO; and

**WHEREAS**, the MPO Governance Committee recognized the value of empowering all of its members to lead the selection of transportation projects and programs to best serve our local communities, avoiding undue influence by any member agencies, and establishing maximum flexibility to the MPO to provide transportation planning services to the public; and

**WHEREAS**, the MPO Governance Committee unanimously recommended to the full MPO Governing Board to move forward expeditiously to operate as an independent agency, and to renew the existing interlocal staff and services agreement with Palm Beach County for an additional year to accomplish this.

**NOW THEREFORE, BE IT RESOLVED THAT:**

1. The MPO Executive Director is directed to create future MPO Governing Board agenda items to allow the MPO to operate as an independent agency, including but not limited to the establishment of:
  - a. A contract for legal services;
  - b. Annual member agency dues in an amount not to exceed ten (10) cents per capita to provide matching funds for federal grants and pay for non-reimbursable expenses incurred by the MPO;

- c. Agreements with two or more members to provide a line of credit to the MPO to establish capital float for the MPO without requiring a large one-time contribution from member agencies;
  - d. A procurement process for MPO purchases;
  - e. An office space to support MPO staff operations and committee meetings but not MPO Governing Board meetings;
  - f. A schedule for future MPO Governing Board meetings to be conducted at MPO member locations around Palm Beach County;
  - g. A handbook of MPO employee policies including provision of benefits; and
  - h. Contracts to support MPO operations including payroll and accounting services, audit services, networking and communications services, and agency insurance protections.
2. The MPO Executive Director is directed to request an extension to the term of the existing interlocal staff and services agreement between the MPO and Palm Beach County from September 30, 2018 to September 30, 2019 with a clause allowing for additional one-year extension if desired by the MPO Governing Board.
  3. This resolution shall take effect upon adoption.

The foregoing Resolution was offered by Mayor Maria Marino who moved its adoption. The motion was seconded by Commissioner Paula Ryan and upon being put to a vote, the motion passed. The Chair thereupon declared the Resolution duly adopted this 21<sup>st</sup> day of September 2017.

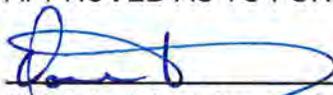
PALM BEACH METROPOLITAN PLANNING ORGANIZATION

By:   
 \_\_\_\_\_  
 Chair

ATTEST:

  
 \_\_\_\_\_  
 MPO Executive Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

  
 \_\_\_\_\_  
 Chief Assistant County Attorney

## TPA RESOLUTION 2018-

RESOLUTION ESTABLISHING PER CAPITA MEMBER DUES COMMENCING IN FISCAL YEAR 2019 AND EVERY YEAR THEREAFTER FOR GOVERNMENTAL ENTITIES WITH VOTING MEMBERSHIP ON THE TRANSPORTATION PLANNING AGENCY GOVERNING BOARD, ESTABLISHING AN EFFECTIVE DATE.

**WHEREAS**, the interlocal agreement creating the Metropolitan Planning Organization (MPO) for the urbanized area of Palm Beach County requires that the Palm Beach MPO, doing business as the Palm Beach Transportation Planning Agency (TPA), be a forum for cooperative decision making by officials of the governmental entities with voting membership on the TPA Governing Board; and

**WHEREAS**, the TPA Governing Board adopted resolution 2017-08 to formally recognize the value of empowering all of its members to lead the selection of transportation projects and programs to best serve our local communities, to take steps to avoid undue influence by any member agencies, and to establishing maximum flexibility to the TPA to provide transportation planning services to the public; and

**WHEREAS**, certain activities such as advocacy and lobbying at the federal and state levels, hosting peer exchanges or special events, purchasing promotional materials, and providing non-federal monetary matching funds for TPA planning grants, are not permitted under the current funding sources; and

**WHEREAS**, not being able to participate in these activities results in a competitive disadvantage with other MPOs across the nation in advancing the priorities of the TPA Governing Board; and

**WHEREAS**, financial participation for all governmental entities with voting membership on the TPA is equitable and will allow the TPA to engage in critical activities to advance TPA priorities.

### **NOW THEREFORE, BE IT RESOLVED THAT:**

1. The TPA Governing Board establishes annual membership dues for all governmental entities with voting membership on the TPA Governing Board pursuant to the following:
  - a. This requirement shall take effect in Fiscal Year 2019.
  - b. The annual dues shall be payable to the TPA no later than October 31 of each fiscal year, with the first payment due no later than October 31, 2018.
  - c. The annual dues amount shall be calculated as ten (10) cents per capita for the first five years. For Fiscal Year 2024 and following, the annual dues amount shall be as approved by the TPA Governing Board.

- d. The annual dues amount for each governmental entity with voting membership shall be calculated using the latest estimate of population less inmates as of October 1 of each fiscal year, as published by the Bureau of Economic and Business research.
- e. The annual dues amount for Palm Beach County shall be based on the estimate of unincorporated population.
- f. The annual dues amount for the Port of Palm Beach shall be calculated as the median value of the annual dues amounts for all other governmental entities with voting membership.

2. 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 \_\_\_\_\_ day of \_\_\_\_\_, 2018.

PALM BEACH MPO,  
d/b/a PALM BEACH TRANSPORTATION PLANNING AGENCY

By: \_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
TPA Executive Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

\_\_\_\_\_  
TPA Legal Counsel

## TPA RESOLUTION 2018-

RESOLUTION APPROVING TERMS AND CONDITIONS FOR PROVISION OF ADMINISTRATIVE SERVICES AND DIRECTING THE EXECUTIVE DIRECTOR TO PURSUE EXECUTION OF INTERLOCAL AGREEMENTS WITH AT LEAST TWO TPA MEMBER AGENCIES TO PROVIDE ADMINISTRATIVE SERVICES.

**WHEREAS**, the interlocal agreement creating the Metropolitan Planning Organization (MPO) for the urbanized area of Palm Beach County requires that the Palm Beach MPO, doing business as the Palm Beach Transportation Planning Agency (TPA), be a forum for cooperative decision making by officials of the governmental entities with voting membership on the TPA Governing Board; and

**WHEREAS**, the TPA Governing Board adopted resolution 2017-08 to formally recognize the value of empowering all of its members to lead the selection of transportation projects and programs to best serve our local communities, to take steps to avoid undue influence by any member agencies, and to establishing maximum flexibility to the TPA to provide transportation planning services to the public; and

**WHEREAS**, the TPA operates on a cash-reimbursement basis using primarily federal and state planning grants, and as such requires a local funding source to temporarily fund its operations until grant reimbursement funds are received; and

**WHEREAS**, Palm Beach County currently provides this temporary local funding for the TPA but also requires TPA conformance to all County policies and procedures in the use of these funds, limiting the flexibility of the agency to provide responsive transportation planning services to the public; and

**WHEREAS**, the TPA recognizes that distributing the provision of temporary local funding for the TPA between two or more members will improve equity and avoid undue influence by any one member agency.

**NOW THEREFORE, BE IT RESOLVED THAT:**

1. The TPA Governing Board approves the terms and conditions included in the draft agreement for Administrative Services attached as Exhibit A.
2. The TPA Executive Director is directed to obtain signed agreements from at least two (2) but not more than four (4) member agencies that are substantially similar to the terms and conditions in the draft agreement and to bring these agreements to the TPA Board for

execution at a future board meeting. If more than four (4) agencies sign the agreement, the TPA Board shall determine which four will be executed by the TPA.

- 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 \_\_\_\_\_ day of \_\_\_\_\_, 2018.

PALM BEACH MPO,  
d/b/a PALM BEACH TRANSPORTATION PLANNING AGENCY

By: \_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
TPA Executive Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

\_\_\_\_\_  
TPA Legal Counsel

**INTERLOCAL AGREEMENT  
FOR ADMINISTRATIVE SERVICES  
BETWEEN THE PALM BEACH TRANSPORTATION PLANNING AGENCY  
AND \_\_\_\_\_**

**THIS INTERLOCAL AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the Palm Beach MPO, doing business as the Palm Beach Transportation Planning Agency, an entity created and operating pursuant to the provisions of Chapters 163 and 339, Florida Statutes (referred to herein as the "TPA") and \_\_\_\_\_, a political subdivision of the State of Florida by and through its \_\_\_\_\_ (also referred to herein as the "City").

**W I T N E S S E T H:**

**WHEREAS**, Section 339.175(2), Florida Statutes, provides for the designation of at least one metropolitan planning organization for each urbanized area of the state; and

**WHEREAS**, the TPA is designated as the metropolitan planning organization for the urbanized area within Palm Beach County, and the Governor, through the Florida Department of Transportation (referred to herein as "FDOT"), has entered into an interlocal agreement with Palm Beach County and other units of general purpose local government and special purpose government located within the affected urbanized area and designated for membership on the TPA; 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 a local government that is represented on the Governing Board of the TPA or that is a signatory to the Interlocal Agreement; and

**WHEREAS**, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, under Chapters 125 and 163, Florida Statutes, the City is authorized to enter into interlocal agreements and to contract with the TPA and other governmental entities for the provision and exchange of certain services; and

**WHEREAS**, pursuant to Section 339.175(6)(g), Florida Statutes, the TPA has the authority to contract with the City for the provision and exchange of certain services to accomplish its transportation planning and programming duties and administrative functions; and

**WHEREAS**, the TPA is desirous of obtaining assistance from the City that will enable it to manage the continuous, cooperative and comprehensive transportation planning process as mandated by State and Federal law; and

**WHEREAS**, the City declares that entering into this Agreement serves a legitimate municipal purpose and that the City has the authority to enter into this Agreement and to provide the services hereinafter described; and

**WHEREAS**, the TPA and the City desire to enter into this Agreement to define the administrative services to be provided to the TPA by the City and the duties and obligations of each party to the other are set forth therein.

**NOW THEREFORE**, in consideration of the foregoing and the other mutual obligations and benefits described herein, the parties agree as follows:

## **SECTION 1. DEFINITIONS.**

The following terms shall be defined for purposes of this Agreement to have the following meanings, unless the context shall affirmatively and clearly indicate to the contrary:

1.1 "Administrative Services" – services provided by the City to the TPA including account set up, bookkeeping, auditing, monthly statements and recordkeeping.

1.2 "Agreement" – this Interlocal Agreement as it may be amended or extended from time to time.

1.3 "City" – the \_\_\_\_\_ of \_\_\_\_\_, a political subdivision of the State of Florida.

1.4 "Fund Amount" – Balance in a revolving account set up for the purposes of the TPA withdrawals and deposits separate from other City accounts in an amount not to exceed \$300,000.

1.5 "Revolving Account" – a City funded account to provide the TPA with advance funding, which will be fully reimbursed by the TPA through federal, state or local grants as such funding shall be received from time to time.

1.6 "TPA" – The Palm Beach TPA is the federally designated transportation policymaking board for Palm Beach County, Florida.

## **SECTION 2. PURPOSE AND SCOPE.**

2.1 The purpose of this Agreement is to set the terms and conditions applicable to the City's commitment to provide Administrative Services to the TPA.

2.2 The City shall provide funding assistance in the form of a Revolving Account, with a Fund Amount not to exceed \$300,000, and Administrative Services to the TPA to assist in managing the continuing, cooperative and comprehensive transportation planning process for the urbanized area within Palm Beach County. The TPA shall reimburse the City for any funds used from the Revolving Account on a regular basis and shall pay the City for the Administrative Services rendered.

## **SECTION 3. TERM AND TERMINATION.**

3.1 Effective Date and Term. The term of this Agreement shall begin on October 1, 2018 and shall continue up to and include September 30, 2023. The TPA shall file a fully executed copy of this Agreement with the Clerk of the Circuit Court of Palm Beach County, Florida, pursuant to Chapter 163, Part 1, Florida Statutes.

3.2 Extension of Term. The City hereby grants to the TPA the option to extend the term of this Agreement for up to two (2) additional five (5) year periods. (If both options are exercised the term of the Agreement will expire on September 30, 2033.) In the event the TPA elects to exercise an option granted hereunder, it will notify the City in writing of its election, in accordance with the provisions of Section 9.1 of this Agreement, at least six (6) months prior to the expiration of the then current term of the Agreement.

3.3 Termination for Convenience. Either party may terminate this Agreement for convenience at any time with one hundred eighty (180) days prior notice to the other party.

3.4 Termination for Cause. If either party fails or refuses to perform any of the provisions of this Agreement or otherwise fails to timely satisfy the provisions of this Agreement, the non-performing party shall be notified in writing of its non-performance and be provided with no less than one hundred eighty (180) days to cure its non-performance. In the event the non-performing party has not cured its breach within the time period specified, the other party may terminate this Agreement upon no less than one hundred eighty (180) days additional written notice to the non-performing party of its intent to terminate and shall specify in such notice the effective date of its termination.

3.5 Termination – Records and Payment. Upon termination of this Agreement, each party shall turn over to the other party within a reasonable period of time (not to exceed 90 days) all records held by it with respect to this Agreement in accordance with Florida law regarding the transfer of public records to a successor custodian. The parties agree that neither party waives any of its rights to seek damages of any kind against the other party in the event of any default of any of the terms hereunder. After termination, this Agreement shall have no further continuing effect and the parties will not be obligated to each other, except those obligations noted as surviving termination, those duties or responsibilities to be carried out upon or after termination, and those duties or responsibilities arising on or before the date of termination which have not been completed and are of a continuing nature or character.

#### **SECTION 4. CITY RESPONSIBILITY.**

4.1 The City agrees to provide funding assistance in an amount of no greater than \$300,000 (the "Fund Amount") for the TPA to access from time to time to operate its accounts payable, accounts receivable and payroll functions consistent with the adopted TPA Unified Planning Work Program ("UPWP") (2-year Budget) and which are to be reimbursed by federal or state agencies.

4.2 The City shall not, within a particular fiscal year, penalize the TPA, limit its line of credit, delay line of credit payments to the TPA, or charge interest or other fees for delayed or disapproved reimbursements from state or federal sources provided, however, that the failure of the TPA to receive reimbursement shall not excuse or release the TPA from its obligation to repay to the City the advanced funds.

4.3 The City shall provide the TPA with a quarterly report ("Quarterly Report") of withdrawals, repayments and outstanding balance on the Fund Amount.

4.4 The City shall include the TPA Revolving Account in the City's budget. The City shall include the TPA Revolving Account in its annual audit performed by independent auditors. The parties agree to provide to each other and any other third party all information necessary to complete said audit(s) of the Revolving Account. The parties agree that audit report(s) shall be furnished to each other and other agencies as required by the Federal and State single audit guidelines.

#### **SECTION 5. TPA RESPONSIBILITY.**

5.1 The TPA shall prepare and submit to the City the adopted TPA UPWP (2-year budget) as mandated by Federal and State law. The TPA's UPWP shall include the cost of all Administrative Services to be provided by the City to the TPA pursuant to this Agreement.

5.2 The TPA shall, upon request by the City, provide supporting documentation for each withdrawal from the Revolving Account.

5.3 The TPA shall prepare and submit invoices in a timely manner for reimbursement of expenses from the TPA's state and federal transportation planning grants.

5.4 The TPA shall submit repayment funds to the Revolving Account within fifteen (15) days from the TPA's receipt of applicable reimbursement funds.

5.5 The TPA shall independently audit, at its own additional expense, the TPA financial records. The TPA shall bear the ultimate responsibility and liability to ensure that all required financial reporting, including but not limited to the filing of applicable tax returns, has been completed in a timely manner.

5.6 The TPA agrees that the City is not responsible for any TPA liability and is only responsible for providing the TPA the Revolving Account and to deposit the requested funding into the Revolving Account as may be necessary to support TPA operations.

**SECTION 6. COMPENSATION.**

6.1 In consideration for the Administrative Services provided by the City, the TPA shall pay the City for all costs incurred by the City for the Administrative Services described in Section 4 above, including indirect costs.

6.2 The TPA agrees to compensate the City for the Administrative Services in the amount of \$500.00 a month, to be paid quarterly (January, March, June, and September of each calendar year). The parties agree that the TPA will commence paying the \$500.00 monthly fee to the City when funds in the Revolving Account are accessed by the TPA. The first initial payment amount will be prorated as may be appropriate. The City acknowledges and accepts the agreed compensation to be reasonable reimbursement to the City for the Administrative Services described in Section 4 above.

6.3 The City agrees to invoice the TPA and the TPA agrees to make payment to the City each quarter in arrears for the Administrative Services rendered to the TPA as defined in Section 6.2.

6.4 Payments from the TPA shall be made to the City at the address provided in the notice section contained herein.

**SECTION 7. INDEMNIFICATION AND GOVERNMENTAL IMMUNITY.**

7.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The TPA and the City are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law.

7.2 To the fullest extent permitted by law, the City and TPA agree to indemnify and hold the other's officials, employees and agents harmless from liabilities, damages, losses and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the other, and other persons employed or utilized by that party in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

**SECTION 8. RECORD-KEEPING AND RETENTION.**

8.1 Each party shall retain all records related to this Agreement and any Administrative Services funded hereunder in accordance with the State of Florida public records retention law and applicable Federal rules and regulations. Each party shall have access to such records, for the purposes of inspection and audit, until such time as the law allows said records to be destroyed.

8.2 Section 8.1 shall survive the expiration or termination of this Agreement.

**SECTION 9. GENERAL PROVISIONS.**

9.1 Notice. Notice under this Agreement shall be given prepaid or postage paid by: (a) U.S. certified mail, return receipt requested; (b) recognized national overnight courier (i.e. USPS, Federal Express, United Parcel Service); or (c) hand delivery, addressed as follows:

To the TPA:

Executive Director  
Palm Beach TPA  
2300 N. Jog Rd, 4th Floor  
West Palm Beach, FL 33411

To the City:

City Manager/Administrator  
\_\_\_\_\_, Florida  
\_\_\_\_\_  
\_\_\_\_\_

The addressee or address of a party may be changed by providing written notice to the other party.

(a) Notice shall be deemed to have been given upon receipt, if hand delivered, upon deposit with a recognized overnight courier, or within five (5) days after deposit in the U.S. certified mail, all if properly addressed as set forth above. If the last day for giving any notice falls on a Saturday, Sunday, or post office holiday, the time is extended to the next day that is not a Saturday, Sunday, or post office holiday.

9.2 Assignment. This Agreement and the Administrative Services to be provided hereunder shall not be assigned, subcontracted, or sublet by either party without the express written permission of the other party, which may be denied for any reason or no reason.

9.3 Federal Participation. It is understood and agreed by the parties that in order to permit TPA participation in the expenditure of Federal Planning Funds, this Agreement may be subject to the approval of Federal Highway Administration ("FHWA"), Federal Transit Administration ("FTA") and FDOT. The parties agree no supplemental agreement of any nature may be entered into by the parties hereto with regard to the services to be performed hereunder involving the expenditure or use of Federal Planning Funds without the approval of FHWA and/or FTA or as otherwise provided for in this Agreement.

(a) The TPA and the City agree that no federal appropriated funds in connection with this Agreement have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, grant, loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

(b) If any non-federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying."

(c) In accordance with 49 CFR §20.110 and 31 U.S.C. §1352, the parties agree to file a certification and disclosure form upon award of any federal contract, grant, or cooperative agreement exceeding one hundred thousand dollars (\$100,000).

9.4 Asset Management. All equipment and supplies purchased by the TPA with federal and/or state grant funds are the property of the TPA. The City shall have no authority over the TPA's assets and inventory thereof. The TPA shall adopt and implement an asset management program that will address the tracking and annual inventory of items required by and in accordance with state and federal law.

9.5 Federal Tax ID Number. Each party will provide its Federal Tax ID Number to the other upon request.

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

9.7 Governing Laws. This Agreement shall be governed, construed and interpreted under the laws of the State of Florida.

9.8 Venue. Venue for any action brought pursuant to this Agreement shall be in a court of competent jurisdiction in and for Palm Beach County, Florida, or if in Federal court in the U.S. District Court for the Fourth District of Florida. Any trial shall be non-jury.

9.9 Attorney's Fees. In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorneys' and paralegals' fees and costs.

9.10 Severability. Should any section, sentence, clause, or word of this Agreement be deemed unlawful by a Court of competent jurisdiction, no other provision hereof shall be affected, and all other provisions of this Agreement shall continue in full force and effect.

9.11 Modifications. This Agreement, together with any exhibits, attachments and schedules, constitutes the entire agreement between the TPA and the City and supersedes all prior written or oral contracts, agreements and understandings, except as provided herein. The TPA's Chair and Executive Director are authorized to enter into Memorandums of Understanding ("MOUs") with the City, through its City Manager/Administrator, as provided in this Agreement. City's Manager/Administrator is authorized to enter into MOUs with the TPA, through either the TPA's Chair or Executive Director, as provided in this Agreement. Said MOUs shall be for the purposes of reducing administrative inconvenience, inefficiencies, or costs and to clarify the parties' duties and responsibilities, except as may be otherwise provided herein. No MOU may amend or necessitate an amendment to either party's budget unless it has first been approved by the TPA's Governing Board and City Commission/Council.

9.12 Execution of Agreement. This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

9.13 No Third Party Beneficiaries. The parties acknowledge that this Agreement is not intended to be a third party beneficiary contract and neither creates rights in nor confers rights to anyone other than the TPA and the City.

[Remainder of this Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the undersigned parties have approved this Interlocal Agreement for Administrative Services and directed the undersigned officials to execute on their behalf.

\_\_\_\_\_, Florida, by its  
\_\_\_\_\_

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

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

By: \_\_\_\_\_  
Susan Haynie, Chair

Attest:  
  
\_\_\_\_\_  
\_\_\_\_\_, City Clerk

Attest:  
  
\_\_\_\_\_  
Nick Uhren, Executive Director

Approved this \_\_ day of \_\_\_\_\_, 2018.

Approved this \_\_ day of \_\_\_\_\_, 2018.

Approved as to Terms and Conditions

Approved as to Terms and Conditions

\_\_\_\_\_  
City Manager/Administrator

\_\_\_\_\_  
Nick Uhren, Executive Director

Approved as to Form  
and Legal Sufficiency

Approved as to Form  
and Legal Sufficiency

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
TPA Attorney

## AGREEMENT BETWEEN PALM BEACH TRANSPORTATION PLANNING AGENCY AND LEGAL SERVICES CONSULTANT

This Agreement is made as of this 15th day of February, 2018, by and between the Palm Beach MPO, doing business as the Palm Beach Transportation Planning Agency, an entity created pursuant to the provisions of Chapters 163 and 339, Florida Statutes, (hereinafter referred to as the "TPA") and Weiss Serota Helfman Cole & Bierman, P.L., a Florida Limited Liability Company, authorized to do business in the State of Florida and whose principal place of business is located at 1200 North Federal Highway - Suite 312, Boca Raton, FL 33432 (hereinafter referred to as the "CONSULTANT").

### WITNESSETH

**WHEREAS**, the TPA has requested the services of the CONSULTANT in connection with legal services to support the TPA's Unified Planning Work Program (UPWP) as more fully described in the Scope of Services (also referred to as the "Services" "Scope" or "Work") attached hereto as Exhibit A and incorporated into and made a part of this Agreement; and

**WHEREAS**, the TPA agrees to fund the costs associated with the performance of the Scope of Services; provided, however, that this funding obligation is contingent upon the Florida Department of Transportation's (hereinafter "FDOT") approval of this Agreement, a determination by FDOT that said costs are "eligible project costs" for which the TPA will be reimbursed, FDOT's approval of each invoice submitted by the TPA to FDOT for reimbursement under the Transportation Planning Agency (TPA) Agreement, Joint Participation Agreement (JPA) or any other TPA/FDOT agreements, and CONSULTANT's performance of the Agreement in accordance with its terms.

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

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

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

Section 3. **Representatives.** The TPA's representative during the performance of this Agreement is the Executive Director of the TPA, and the CONSULTANT's representative during the performance of this Agreement is Paul Gougelman, who shall serve as the lead attorney with primary responsibility for the provision of legal services under this Agreement. Either Party to this Agreement may unilaterally change its representative during the term of this Agreement by

giving notice to the other party. A change in the designation of the CONSULTANT's representative shall not affect the designation of the attorney assigned primary responsibility for the provision of legal services under this Agreement unless agreed to in writing by the TPA.

Section 4. **Effective Date, Term, and Renewal.** This Agreement shall take effect on February 15, 2018 and shall remain in full force and effect through June 30, 2020. The CONSULTANT hereby grants to the TPA the option to extend the term of this Agreement for twenty-four (24) additional months or two (2) additional twelve (12) month periods as deemed appropriate by the TPA. If the TPA elects to exercise the option(s), the TPA will notify the CONSULTANT of its election at least fifteen (15) days prior to the expiration of the then current term of the Agreement at the address set forth in Section 35 of this Agreement.

Section 5. **Services.**

A. All services will be obtained by the TPA, through the TPA Board or the TPA's Representative, by use of separate Work Orders issued after consultation and discussion with the CONSULTANT. The parties shall establish a Work Order Form which will be used by the TPA to issue work orders. Each Work Order issued will further define the tasks or services to be provided by the CONSULTANT, any deliverables, documents, additional services or products that will be created, produced or accomplished, the schedule, including the timeline for the performance of each task and subtasks, as determined appropriate by the TPA, and expected delivery date of any deliverables, the negotiated not to exceed fee to be paid to the CONSULTANT for the provision of each task or service, and the not to exceed amount of reimbursable expenses, if any. The parties acknowledge that the Scope of Services described in Exhibit A may be further refined through the work order process, and that the final determination of all services to be ordered and the cost of such services, is vested in the TPA. The CONSULTANT shall not commence any work under any Work Order until after the TPA's Representative issues a signed Work Order.

B. Upon the request of the TPA, the CONSULTANT representatives will meet with the TPA's staff, officials, members of the public, and participate in meetings of the TPA's Board at the times and places required by the TPA to discuss the status and outcome of the task(s), Work or Scope, as well as the need for revision to a particular task(s) or the performance of additional work. Such meeting(s) and public participation activities, shall be a part of the cost established for each task, and no additional compensation will be due to the CONSULTANT for these activities. The CONSULTANT will attempt whenever possible to achieve cost effectiveness by consolidating meetings, limiting travel and taking other actions to improve efficiency. Multiple staffing at meetings, hearings, conferences, etc. will not be compensated unless prior approval has been obtained from the TPA's representative.

C. The CONSULTANT understands and acknowledges that it has been retained based upon its expertise and experience in the representation of metropolitan planning organizations and the matters described in the Scope of Services and that all attorneys assigned to provide services under this Agreement will at all times be members in good standing of the Florida Bar. It is expected that the CONSULTANT's personnel will have sufficient experience and expertise so as to avoid the routine need for extensive legal research or a duplication of effort by CONSULTANT's personnel. Extensive research or duplication of effort of CONSULTANT's personnel shall not be compensated unless prior approval has been obtained from the TPA's representative.

D. The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the Work contemplated under this Agreement.

**Section 6. Payments.**

A. The maximum amount to be paid by the TPA to the CONSULTANT under this Agreement is One Hundred and Twenty-Five Thousand Dollars (\$125,000), including all out-of-pocket or reimbursable expenses. The TPA anticipates that funds will be allocated and distributed on a fiscal year basis (July 1 – June 30) as follows:

FY 2018 (July 1, 2017 thru June 30, 2018)	\$25,000
FY 2019 (July 1, 2018 thru June 30, 2019)	\$50,000
FY 2020 (July 1, 2019 thru June 30, 2020)	\$50,000

The CONSULTANT acknowledges that this Agreement is executed only for that portion of the value of the Services to be rendered or agreed to be paid each successive year of the Agreement. The amount allocated for each year is contingent upon an annual appropriation for such purposes by the State, the availability of funds and the TPA's and/or Palm Beach County's allocation of funds each year for the purposes of this Agreement.

B. The CONSULTANT's charges for all work provided under any Work Order issued by the TPA shall not exceed the hourly rates set forth in Exhibit B. Premium rates will not be paid for overtime work. Commencing on January 1, 2019, and each January 1st thereafter during the term of this Agreement or any extensions thereof, the hourly rates in Exhibit B may be increased by the TPA up to and by not more than 3% from the previous year's rates. Hourly rates for services to be performed by personnel not directly employed by the CONSULTANT shall be established within the Work Order for an individual task. Each billing shall not exceed the amount established by the parties for the work or task(s) performed. The total cost of the performance of all of the tasks described in the Scope, as further refined in the work orders issued, inclusive of all out-of-pocket or reimbursable expenses, shall be equal to or less than the not to exceed contract amount set forth above.

C. Reimbursable expenses as authorized by work order and incurred during the CONSULTANT's performance, shall be limited to:

1. Pre-approved travel outside of Broward or Palm Beach County.
2. Out-of-pocket expenses clearly associated with performance of the Scope and explicitly identified in an authorized work order.

Invoices for reimbursable travel expenses, if any, shall also be submitted in accordance with Chapter 112.061, F.S., and FDOT travel form number 300-000-01, as it may be amended or replaced from time to time. If FDOT establishes rates lower than the maximum provided in Chapter 112, F.S., the lower rates will apply. The TPA shall not pay for firm surcharges added to third party vendor charges associated with any Out-of-pocket expenses. Routine expenses will not be separately compensated. Charges for travel time shall be billed on an incremental basis and at no more than one-half (1/2) of the normal hourly rate. Travel should be combined with travel for other clients when possible and if so combined, travel charges and time shall be reduced to reflect the other entity's proportionate share of the cost.

D. The CONSULTANT shall invoice the TPA on a monthly basis for services rendered within fifteen (15) business days of the end of the monthly invoicing period. An alternatively agreed upon invoicing period may be accepted at the discretion of the TPA Executive Director. The CONSULTANT shall submit ALL ORIGINAL invoices to: Palm Beach Transportation Planning Agency, 2300 N. Jog Rd., 4<sup>th</sup> Floor, West Palm Beach, FL 33411. Invoices must contain the following: CONSULTANT's legal name, address, unique invoice number, dates for invoicing period, invoice date, invoice total, an original signature of an authorized CONSULTANT official, total amount earned, amount previously billed, current amount due, and contract amount remaining.

E. The CONSULTANT shall retain sufficient internal records to support each invoice (e.g. properly executed payrolls, time records, invoices, contracts, vouchers, receipts, or other documents) such that the TPA and any other governmental agency with oversight over expenditures made pursuant to this Agreement may perform proper pre and postaudits of the bills and determine that services have been rendered and/or expenses have been incurred towards the completion of the Work in conformance with the requirements of this Agreement, the UPWP, 23 Code of Federal Regulations (CFR) 450.314 and Section 339.175, Florida Statutes (F.S.).

F. The TPA shall review and approve invoices received from the CONSULTANT to ensure that services have been rendered in

conformity with this Agreement and then will process the invoices for payment. Invoices will normally be paid within thirty (30) days following the TPA's approval. Payments will be remitted to the CONSULTANT at the address set forth in Section 35 of this Agreement or such other address as is designated in writing by the CONSULTANT to the TPA.

G. In order for each party to close its books and records, the CONSULTANT will clearly state "final invoice" on its last and final billing. This certifies that all services have been properly performed and all charges and costs have been invoiced to the TPA. Since this account will thereupon be closed, any and other future charges, if not properly included on this final invoice, are waived by the CONSULTANT. All invoices must be submitted within sixty (60) days of the expiration date of this Agreement. Invoices submitted thereafter will not be eligible for payment unless this requirement is waived, in writing, by the TPA's Executive Director and the TPA can receive payment under its MPO Agreement or Joint Participation Agreement (JPA) with FDOT.

**Section 7. Availability of Funds.** The TPA's performance and obligation to pay under this Agreement is contingent upon its receipt of funds, as a grantee or funding recipient of FDOT or the United States Department of Transportation (U.S. DOT) or an agency thereof, which funds are to be used for the purposes of this Agreement, and an annual appropriation for the purposes of the Agreement by the TPA and Palm Beach County's Board of County Commissioners. In addition, the TPA shall not be obligated to perform or pay for any services provided or to be provided under this Agreement, including reimbursement of costs and expenses if:

- A. FDOT has not approved this Agreement;
- B. FDOT determines that any of the services provided or to be provided, including reimbursement of costs or expenses, are not "eligible project costs" for which the TPA may be reimbursed;
- C. FDOT shall not approve any requisition or invoice submitted by the TPA to FDOT for reimbursement; or
- D. FDOT shall terminate or cancel its TPA Agreement or JPA with the TPA, fail to fully fund its obligations thereunder, or decline to provide funding approval for any fiscal year of the Agreement. The TPA's failure to receive funds or the revocation of funding shall constitute a basis for the TPA's termination of this Agreement for convenience.

**Section 8. Reports and Ownership of Documents.** All written information associated with this Agreement shall be considered a public record open to public inspection subject to the provisions of Chapter 119, F.S., unless otherwise made confidential or exempt under Florida law. All documents, drawings, maps, sketches, programs, database reports, and other data developed under this Agreement shall be the property of the TPA. Any modifications made by the TPA

to any of the CONSULTANT's documents without written authorization from the CONSULTANT, will be at the TPA's sole risk and without liability to the CONSULTANT.

A. The CONSULTANT shall deliver to the TPA'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 TPA under this Agreement.

B. To the extent allowed by Chapter 119, F.S., all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the TPA or at its expense will be kept confidential by CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the TPA's prior written consent unless required by a lawful court order.

C. 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 Agreement and the consummation of the transactions contemplated hereby.

D. The CONSULTANT acknowledges that it is subject to Florida's Public Records Law and agrees that it shall comply with the requirements of said law. The CONSULTANT further agrees that the TPA may unilaterally terminate this Agreement (and such termination will be for cause) if the CONSULTANT refuses to produce or to allow public access to any documents, papers, letters, data, or other material subject to the provision of Chapter 119, F.S., or does not produce or allow access within a reasonable period of time after a request for public records has been received. The CONSULTANT agrees that it shall not initiate or take any action against the TPA if the TPA terminates this Agreement as a result of CONSULTANT's failure to comply with Florida's Public Records Law. Notwithstanding anything contained herein, CONSULTANT further agrees to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the TPA in order to perform the Services;

2. Provide the public with access to public records on the same terms and conditions that the TPA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., 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;

4. Meet all requirements for retaining public records and transfer, at no cost to the TPA, all public records in possession of the CONSULTANT upon termination of the Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the TPA in a format that is compatible with the information technology system of the TPA, as determined by the TPA.

#### Section 9. **Access and Audits.**

A. The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) years after completion or termination of this Agreement and the issuance of any audit, whichever comes last. In the event of litigation or settlement of claims arising from the performance of this Agreement, the CONSULTANT shall maintain such records until notified by the TPA that the litigation or claims have been concluded and resolved. The CONSULTANT shall maintain all records in Palm Beach County or such other location in the State of Florida approved by the TPA's representative.

B. The CONSULTANT shall comply and cooperate with any audit, monitoring procedures, accounting process or other processes deemed appropriate by the TPA or FDOT, including but not limited to site visits and limited scope audits. The Palm Beach County Inspector General, FDOT, the State of Florida Chief Financial Officer, Comptroller or Auditor General, the Federal Transit Administration (FTA) or Federal Highway Administration (FHWA) Administrator or the U.S. DOT or their authorized employees and representatives, and any agency thereof, shall have access to and CONSULTANT shall make available its books, records, and documents related to the performance of this Agreement, for the purpose of inspection, audit or reproduction during normal business hours at the TPA's or CONSULTANT's place of business in Palm Beach County or other location identified in Palm Beach County and acceptable to the TPA for such purpose.

#### Section 10. **Preparation of Documents, Certifications and Reports.**

Should the TPA be required by FDOT or an agency of the federal government, including but not limited to the U.S. DOT, or any agency thereof, to provide any certifications, documents or reports related in any manner to this Agreement, the CONSULTANT will cooperate and assist the TPA with the preparation of such.

Section 11. **No Agency Relationship.** Nothing contained in this Agreement or in any contract of the CONSULTANT's shall create an agency relationship between the TPA and the CONSULTANT or Palm Beach County and the CONSULTANT.

#### Section 12. **FDOT Funded Project.**

A. This Agreement is funded in whole or in part with funds received from FDOT by the TPA. The expenditure of such funds is subject to the terms and conditions of a JPA or MPO Agreement between the TPA and the FDOT as it may be amended, replaced or revised from time to time and any other agreement that the TPA may enter into with FDOT concerning the Work. The CONSULTANT shall not perform any act, fail to perform any act or refuse to comply with TPA requests which would cause the TPA to be in violation of any term or condition of its MPO Agreement or JPA with FDOT or cause FDOT to refuse to approve a requisition or invoice for payment or reimbursement submitted by the TPA. The CONSULTANT will immediately remedy any deficiency or violation found by the TPA upon notice of such from the TPA, or alternatively, and in addition to any other right to terminate this Agreement, CONSULTANT may terminate this Agreement by providing written notice to the TPA. In the event of termination, the CONSULTANT will be paid by the TPA for services satisfactorily rendered through the effective date of termination; provided, that, the CONSULTANT is not in breach, no circumstance(s) exists which would limit or restrict the TPA's obligation to pay, as set forth in this Agreement, including but not limited to those described in Section 7. The TPA's obligation to pay the CONSULTANT is contingent upon the CONSULTANT's satisfactory performance of the Work, the TPA's receipt of funds from the FDOT and allocation of said funds for the purposes of this Agreement.

B. If any provision of this Agreement requires the CONSULTANT to violate any federal, state or local law or regulation, CONSULTANT will at once notify the TPA in writing of the appropriate changes and modifications that are necessary to enable it to go forward with the Work in compliance with law.

Section 13. **Termination.** This Agreement may be terminated by the CONSULTANT for cause upon sixty (60) days written notice to the TPA's representative, at its address set forth in this Agreement or other address designated in writing by the TPO in a notice to the CONSULTANT. It may also be terminated, in whole or in part, by the TPA, with cause, upon three (3) days written notice to the CONSULTANT, and without cause and for the convenience of the TPA upon five (5) days written notice to the CONSULTANT at its address set forth in this Agreement or other address designated in writing by the CONSULTANT in a notice to the TPA.

The CONSULTANT shall not be entitled to any anticipated lost profits on uncompleted work or other damages as a result of the TPA's termination of this Agreement for convenience. The CONSULTANT shall be paid for services rendered to the TPA's satisfaction through the date of termination except, if the CONSULTANT is in default the TPA shall have a right to offset against the amount that would otherwise be payable to the CONSULTANT to compensate the TPA for any actual damages suffered because of the CONSULTANT default(s). The CONSULTANT expressly acknowledges and agrees that five (5) days notice is adequate consideration for the TPA's right to terminate for convenience. After

receipt of a Termination Notice from the TPA, except as otherwise directed by the TPA, the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Incur no further costs or place orders for materials, services, or facilities, except as may be necessary to complete that portion of the Work not terminated; provided, that the CONSULTANT has obtained the TPA's agreement that such must be completed.
- C. Terminate and settle all orders and subcontracts relating to the performance of the terminated Work.
- D. Transfer all Work in process, completed Work, and other materials related to the terminated Work to the TPA.
- E. Continue and complete all parts of the Work that have not been terminated and prepare all necessary reports and documents required under the terms of this Agreement, up to the date of termination, as requested by the TPA's representative.

#### Section 14. **Insurance.**

A. The CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. The CONSULTANT shall agree to provide the TPA with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as TPA's review or acceptance of insurance maintained by the CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.

B. **Commercial General Liability.** The CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by TPA. The CONSULTANT shall provide this coverage on a primary basis.

C. **Business Automobile Liability.** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial

General Liability, or separate Business Auto coverage form. The CONSULTANT shall provide this coverage on a primary basis.

D. Worker's Compensation Insurance & Employers Liability. CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Ch. 440, Florida Statutes. The CONSULTANT shall provide this coverage on a primary basis.

E. Professional Liability. The CONSULTANT shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Each Claim. When a self-insured retention (SIR) or deductible exceeds \$10,000, the TPA reserves the right, but not the obligation, to review and request a copy of CONSULTANT's most recent annual report or audited financial statement. For policies written on a "Claims Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. The CONSULTANT shall provide this coverage on a primary basis.

F. Additional Insured. The CONSULTANT shall endorse the TPA and Palm Beach County as Additional Insureds with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County, Florida and the Palm Beach Transportation Planning Agency, and their respective Officers, Employees and Agents." The CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

G. Waiver of Subrogation. The CONSULTANT hereby waives any and all rights of Subrogation against the TPA and Palm Beach County, and their respective Officers, Employees and Agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then the CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis.

H. Certificate(s) of Insurance. Prior to execution of this Contract, the CONSULTANT shall deliver to the TPA's representative, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be delivered to:

Palm Beach Transportation Planning Agency  
c/o: Executive Director  
2300 N. Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, Florida 33411

I. Umbrella or Excess Liability. If necessary, the CONSULTANT may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The TPA and Palm Beach County, Florida, shall be specifically endorsed as "Additional Insureds" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

J. Right to Review. The TPA and Palm Beach County, on behalf of the TPA, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. The TPA reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

**Section 15. Authority to Practice, Compliance with Laws, Licensing and Personnel.** The CONSULTANT warrants that all professional services shall be performed by skilled and competent personnel to the degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities.

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

B. All of the services required hereunder shall be performed by the attorneys identified in Exhibit B to this Agreement by CONSULTANT, and all personnel engaged in performing the services shall be fully qualified and, if required, licensed, authorized or permitted under state and local law

to perform such services. The CONSULTANT further represents and warrants that it has and will continue to maintain all licenses, certifications and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner and in accordance with law. Proof of such licenses, certifications and approvals shall be provided to the TPA's representative upon request. The CONSULTANT warrants that all services shall be performed by highly skilled and competent personnel.

C. Any changes or substitutions to the CONSULTANT's key personnel identified in Exhibit B to this Agreement must be made known to the TPA's representative and written approval must be granted by the TPA's representative before any such change or substitution can become effective.

D. All of the CONSULTANT's personnel and all of its subcontractors, while on Palm Beach County property, shall comply with all Palm Beach County requirements governing conduct, safety and security.

E. The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the Service, including those applicable to conflicts of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the Work and its performance thereof.

**Section 16. Public Entity Crimes.** In accordance with Sections 287.132 and 287.133, Florida Statutes, by entering into this Agreement or performing any Work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, and subcontractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date of this Agreement.

**Section 17. Discriminatory Vendor List.** The CONSULTANT hereby certifies that it has not been placed on Florida's Department of Management Services' Discriminatory Vendor List as provided under Section 287.134, F.S.

**Section 18. Criminal History Records Check.** The CONSULTANT shall comply with the provisions of Palm Beach County Ordinance No. 2003-030, the Criminal History Records Check Ordinance (Ordinance), if the CONSULTANT's employees or subcontractors are required under this Agreement to enter a critical facility as identified in Palm Beach County Resolution No. R2003-1274. The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a critical facility will be subject to a fingerprint based criminal history records check. Although TPA agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, CONSULTANT shall be solely

responsible for the financial, schedule, and staffing implications associated in complying with the Ordinance.

**Section 19. E-Verify.**

A. The TPA has agreements with FDOT which require the TPA to agree and assure FDOT that the U.S. Department of Homeland Security's E-Verify System (System) will be used to verify the employment eligibility of the CONSULTANT's employees, and the employees of the CONSULTANT's subcontractors, which are working on this Agreement. Accordingly, the CONSULTANT agrees that it will utilize the System, in accordance with law and the regulations applicable to the System, to verify the employment eligibility of its employees and that it will require any subcontractor used in the performance of the Work to verify the employment eligibility of its employees. The CONSULTANT shall provide evidence that it and its subcontractors have so verified the employment eligibility of all employees to the TPA and FDOT on forms and in the manner required by the TPA.

B. The CONSULTANT acknowledges that the TPA has received and will seek funds from FDOT, and that such funds may be used to pay the CONSULTANT for the services it provides under this Agreement. The CONSULTANT further acknowledges that FDOT has advised recipients of FDOT funds that it will consider a contractor's employment of unauthorized aliens to be a violation of the Immigration and Nationality Act. The CONSULTANT affirms to the TPA that it will not employ unauthorized aliens or take any other act which may cause the TPA to be in violation of any term or condition of any agreement between the TPA and FDOT.

**Section 20. Title VI – Nondiscrimination Policy Statement.** During the performance of this Agreement, the CONSULTANT agrees for itself, its assignees and successors in interest as follows:

A. **Compliance with Regulations:** The CONSULTANT shall comply with the nondiscrimination regulations applicable to federally assisted programs of the U.S. DOT set forth at 49 CFR Part 21, as they may be amended from time to time (referred to hereinafter as the "Regulations"). Said Regulations are hereby incorporated into and made a part of this Agreement by reference.

B. **Nondiscrimination:** The CONSULTANT, with regard to the work performed during this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or familial status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by the Regulations established at 49 CFR 21, as they may be amended from time

to time, including employment practices, if this Agreement covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the CONSULTANT, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or familial status.

D. Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the FDOT, FHWA, FTA, Federal Aviation Administration (FAA), and/or the Federal Motor Carrier Safety Administration (FMCSA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the FDOT, FHWA, FTA, FAA, and/or the FMCSA as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this Agreement, the FDOT may impose such contract sanctions as it or the FHWA, FTA, FAA, and/or the FMCSA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the CONSULTANT until the CONSULTANT complies; and/or
2. Cancellation, termination or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs A. through E. of this section in every subcontract, including procurements of materials and leases of equipment, unless exempted by the Regulations, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as the FDOT, FHWA, FTA, FAA, and/or the FMCSA may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the FDOT to enter into such litigation to protect the interests of the FDOT, and, in addition, the

CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

G. The CONSULTANT does hereby represent and certify that it will comply with all the requirements imposed by Title VI of the Civil Rights Acts of 1964 and Title VII of the Civil Rights Act of 1968, as they have been and may be modified from time to time (42 U.S.C. 2000d, *et. seq.* and 3601 *et. seq.*), and all applicable implementing regulations of the U.S.DOT and its agencies.

H. The CONSULTANT does hereby represent and certify that it will comply with all the requirements of the Americans with Disabilities Act (42. U.S.C. 12102, *et. seq.*) and all applicable implementing regulations of the U.S.DOT and its agencies.

I. The CONSULTANT shall report all grievances or complaints pertaining to its actions and obligations under this Section to the TPA.

#### **Section 21. Conflict of Interest.**

A. The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Section 112.311, Florida Statutes. The CONSULTANT further represents that no person having any such interest shall be employed to assist in the performance of this Agreement.

B. The CONSULTANT shall promptly notify the TPA's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the CONSULTANT's judgment or the quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that the CONSULTANT may undertake and advise the TPA as to whether the association, interest, or circumstance would constitute a conflict of interest if entered into by the CONSULTANT. The TPA may notify the CONSULTANT of its opinion as to whether a conflict exists under the circumstances identified by the CONSULTANT. If, in the opinion of the TPA, the prospective business association, interest or circumstance would constitute a conflict of interest by the CONSULTANT, then the CONSULTANT shall immediately act to resolve or remedy the conflict. If the CONSULTANT shall fail to do so, the TPA may terminate this Agreement for cause.

C. The CONSULTANT shall not enter into any contract, subcontract, or arrangement in connection with the Work (also referred to herein as "Project," "Scope," "Scope of Services" or "Services") or any

property included or planned to be included in the Work, with any officer, director or employee of the TPA or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's director's or employee's spouse or child, or any combination of them, has a material interest.

D. "Material Interest" means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of any business entity.

E. The CONSULTANT shall not enter into any contract or arrangement in connection with the Work or Project, with any person or entity that was represented before the TPA by any person, who at any time during the immediately preceding two (2) years, was an officer, director or employee of the TPA.

F. The CONSULTANT agrees for itself and shall insert in all contracts entered into in connection with the Work or Project or any property included or planned to be included in the Work or Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

No member, officer, or employee of the TPA during his tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**Section 22. Independent Contractor Relationship.** The CONSULTANT is and shall be, in the performance of the Work, services and activities under this Agreement, an Independent Contractor and not an employee, agent, or servant of the TPA. All persons engaged in any of the Work or services performed pursuant to this Agreement shall, at all times and in all places, be subject to CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects, the CONSULTANT's relationship and the relationship of its employees to the TPA shall be that of an Independent Contractor and not as employees or agents of the TPA. The CONSULTANT does not have the power or authority to bind the TPA in any promise, agreement, or representation.

**Section 23. Assignment.** Neither this Agreement nor any interest herein shall be assigned, subcontracted, conveyed, transferred, or otherwise encumbered, in whole or in part, by the CONSULTANT without the prior written consent of the TPA.

**Section 24. Contingent Fees.** The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, 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 CONSULTANT, any

fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

**Section 25. Members of Congress.** No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

A. The CONSULTANT agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the TPA, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid to the CONSULTANT for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Work, the CONSULTANT shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions or provide notification to the TPA in any other manner the TPA may allow.

C. The CONSULTANT shall include the two (2) above-stated clauses modified to show the particular contractual relationship, in all subcontracts it enters into related to the Work.

D. The CONSULTANT may not expend any funds received under this Agreement for lobbying the Florida Legislature or any agency of the State.

**Section 26. Application of Federal Requirements.** This Agreement is funded, in part, by funds made available by FTA and FHWA. Additional terms and conditions are set forth in Exhibit C attached hereto and made applicable to the CONSULTANT. The CONSULTANT shall perform the duties and obligations described in Exhibit C and shall complete the representations and provide any information required therein.

**Section 27. Remedies.** This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. No

person or entity other than the CONSULTANT or TPA shall have any rights in this Agreement or any remedy against either the CONSULTANT or TPA for a violation of any of the terms and conditions set forth herein or pertaining in any way to the services to be rendered by the CONSULTANT to the TPA hereunder.

Section 28. **Enforcement Costs.** Any costs or expenses, including reasonable attorney fees, associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties.

Section 29. **No Waiver.** No waiver of any provisions of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.

Section 30. **Captions.** The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 31. **Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

Section 32. **Severability.** Should any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement.

Section 33. **Entirety of Agreement and Modifications.** The TPA and CONSULTANT agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

Section 34. **Survivability.** Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

Section 35. **Notice.** Notices, invoices, communications, and payments hereunder shall be deemed made if given in any of the following forms:

A. By registered or certified envelope, postage prepaid, and addressed to the party to receive such notice, invoice, or communication;

B. By overnight courier service addressed to the party to receive such notice, invoice, or communication; or

C. By hand delivery to the office of the party to whom such notice, invoice, or communication is being given. All notices, invoices, or

communications shall be addressed to a party at the address given below or such other address as may hereafter be designated by notice in writing.

If to TPA: Executive Director  
Palm Beach Transportation Planning Agency  
2300 North Jog Road,  
4<sup>th</sup> Floor West Palm  
Beach, FL 33411

If to CONSULTANT: Paul R. Gougelman  
Weiss Serota Helfman Cole & Bierman, P.L.  
200 East Broward Blvd. –Suite 200  
Ft. Lauderdale, FL 33301

Section 36. **No Express or Intended Third Party Beneficiaries Created.** The parties acknowledge that this Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the TPA and CONSULTANT.

Section 37. **Disadvantaged Business Enterprises (DBE) and Prompt Payment.**

A. This Agreement is subject to the requirements of 49 CFR Part 26. As required by 49 CFR 26.13, the CONSULTANT will not discriminate on the basis of race, color, national origin, or sex in the performance of any U.S. DOT- assisted contract or the requirements of 49 CFR Part 26. The CONSULTANT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the performance of this Agreement. The TPA's DBE Program, as required by 49 CFR Part 26 and approved by U.S. DOT is incorporated by reference into this Agreement. Implementation of this program is a legal obligation and the failure to carry out its terms shall be treated as a violation of this Agreement.

B. Neither the CONSULTANT nor any subcontractor it may use in the performance of this Agreement shall discriminate on the basis of race, color, national origin, or sex in the award of or the performance of this Agreement. The CONSULTANT shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of this Agreement and the Work associated with this U.S. DOT assisted contract. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy or action as the TPA deems appropriate which may include but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages, and/or

4. Disqualifying CONSULTANT from future contracts as non-responsible.

C. CONSULTANT shall include the statements set forth in paragraphs A. and B. above in each subcontract or sub-consultant contract it lets which contract directly relates to this Agreement.

D. The CONSULTANT is encouraged to seek DBEs for participation in subcontracting opportunities.

E. The TPA has adopted the FDOT's DBE Program, including but not limited to FDOT's Methodology for Determining DBE Goals and FDOT's Annual Goal for DBE participation in solicitations and award of contracts. This DBE Program, as adopted by TPA, is incorporated into and made a part of this Agreement. The CONSULTANT acknowledges that it has reviewed and is familiar with the terms of the DBE Program. DBE participation towards overall and contract specific goals will be counted as provided in 49 CFR 26.55 and TPA's adopted DBE Program.

F. The CONSULTANT shall abide by the provisions of the TPA's adopted DBE Program, as it may be amended from time to time, and acknowledges that its failure to comply with said Program is a material breach which may result in the termination of this Agreement or such other sanctions or action deemed appropriate by the TPA under the circumstances, including but not limited to the sanctions identified in paragraph B. above.

G. The CONSULTANT understands that each DBE firm utilized in the performance of this Agreement must be certified by FDOT or other participant(s) in Florida's United Certification Program in order to be counted toward the DBE participation goal.

H. The TPA reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement.

I. The CONSULTANT will only be permitted to replace a certified DBE subcontractor who is unwilling or unable to perform. If a subcontractor fails to perform or make progress as required by this Agreement and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by TPA. If a goal or preference points has been assigned to this Agreement, the CONSULTANT shall make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on this Agreement with another certified DBE, to the

extent needed to meet the contract goal. The CONSULTANT shall notify the TPA immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation of such. The CONSULTANT must obtain the TPA's representative's prior approval to substitute a DBE. The CONSULTANT shall provide copies of new or amended subcontracts, or documentation of good faith efforts, as required by the TPA. If the CONSULTANT fails or refuses to comply in the time specified, the TPA may issue an order stopping all or part of the work and payments therefor until satisfactory action has been undertaken, terminate this Agreement for noncompliance/default, impose sanctions, or take other action deemed appropriate by the TPA under the circumstances.

J. The CONSULTANT shall provide the TPA with a copy of the CONSULTANT's contract with any subcontractor and any other related documentation requested by TPA's representative along with documentation evidencing the certification of DBEs to be used as subcontractors in the performance of this Agreement.

K. The CONSULTANT agrees to maintain in Palm Beach County, Florida or such other location in Florida approved by the TPA's representative, all relevant records, documents of payments and information necessary to document payments to DBEs for at least five (5) years following the termination of this Agreement. In the event litigation is commenced involving or relating to a DBE, the CONSULTANT agrees to maintain such records until the conclusion of all litigation and the expiration of any appeal periods. All such records and information shall be immediately made available for reproduction, examination or inspection upon the request of TPA's representative or any authorized representative of FDOT or the U.S. DOT or any agency thereof. The CONSULTANT agrees to require all of its DBE subcontractors to comply with the same records and information maintenance and availability requirements that it is subject to in this Agreement.

L. The CONSULTANT shall, on a monthly basis or such other period required by the TPA's representative, submit payment certification(s) for all payments it is seeking and certifications from all subcontractors indicating who has been paid and how much. Such certifications shall be made in the manner required and/or on a form(s) furnished by the TPA's representative. Said form(s) shall be signed by the CONSULTANT, affirmed as true and accurate, and shall be subject to all statutory and legal requirements applicable to the submission of false statements. The CONSULTANT will fully participate and cooperate with TPA, FDOT, U.S. DOT or its agencies, and their authorized representatives, regarding any monitoring process it establishes pertaining to the use and review of all subcontractors, including all interim and final audits of payments to subcontractors. Audits may be conducted to review payments to DBE subcontractors to ensure that the actual amount paid to DBEs equals or exceeds the dollar amounts of the Work the CONSULTANT represented

would be subcontracted to or performed by DBEs, or for which DBEs would be utilized.

M. Prior to receiving any progress payment due under this Agreement, the CONSULTANT shall certify that it has disbursed to all subcontractors and suppliers, having an interest in the Agreement or performing work or providing materials or supplies used by the CONSULTANT in its performance of the Work, their pro-rata share(s) of the payment received by the CONSULTANT from previous progress payments for all work completed and materials furnished in the previous period, less any retainage withheld by the CONSULTANT pursuant to an agreement with a subcontractor for payment, as approved by the TPA and FDOT, and as deemed appropriate by TPA. The CONSULTANT shall return all retainage payments withheld by the CONSULTANT within thirty (30) days after each subcontractor's work has been satisfactorily completed. The CONSULTANT shall not be entitled to any progress payment before certification, unless the CONSULTANT demonstrates good cause for not making any such required payment and furnishes written notification of such good cause, acceptable to the TPA, to both the TPA and the affected subcontractors and suppliers.

N. Within thirty (30) days of the CONSULTANT's receipt of any payment(s) received under this Agreement and any final progress payment received thereafter, the CONSULTANT shall pay all subcontractors and suppliers having an interest in the Agreement or performing work or providing materials or supplies used by the CONSULTANT in its performance of the Work, their pro-rata share(s) of the payment(s), unless the CONSULTANT demonstrates good cause, acceptable to the TPA, for not making any required payment(s) and furnishes written notification to the TPA and the affected subcontractors and suppliers within said thirty (30) day period.

O. The provisions of this section shall be construed in conformity with any requirement of state or federal law. In the event of any conflict, state or federal law will control the resolution of the conflict.

**Section 38. Truth in Negotiations Certificate.** Signature of this Agreement by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the CONSULTANT's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the TPA determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate

representations of fees paid to outside consultants. TPA shall exercise its rights under this section within three (3) years following final payment.

Section 39. **Federal and State Taxes.** Palm Beach County is exempt from payment of the Florida State Sales and Use Taxes. The TPA may sign or have cause to have signed an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the TPA, nor is the CONSULTANT authorized to use the Palm Beach County's Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employee's payroll, payroll taxes, and benefits with respect to this Agreement.

Section 40. **Successor and Assigns.** The CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. The CONSULTANT shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

Section 41. **Excusable Delays.** The CONSULTANT shall not be considered in default by reason of any failure in performance if its failure arises out of causes reasonably beyond the control of the CONSULTANT and without its fault or negligence. Such causes are limited to, acts of God, force majeure, natural or public health emergencies, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT's request, the TPA shall consider the facts and extent of any failure to perform the Work and, if the CONSULTANT's failure to perform was without its fault or negligence, a Timeline or Schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the TPA's rights to change, terminate, or stop any or all of the Work at any time.

Section 42. **Arrears.** The CONSULTANT shall not pledge the TPA's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

Remainder of this page intentionally blank

**IN WITNESS WHEREOF**, the Palm Beach Transportation Planning Agency and the CONSULTANT have hereunto executed this Agreement on the day and year above written.

CONSULTANT

WITNESS:

WEISS SEROTA HELFMAN COLE &  
BIERMAN, P.L.

By:   
Signature

  
Signature

Brett Schneider, Member  
Print Name, Title

Amy Witkowski  
Print Name

PALM BEACH MPO doing business as the  
PALM BEACH TRANSPORTATION  
PLANNING AGENCY

WITNESS:

By: \_\_\_\_\_  
Susan Haynie, Chair

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Approved as to Form and  
Legal Sufficiency

Approved as to Terms  
and Conditions

\_\_\_\_\_  
Chief Assistant County Attorney

\_\_\_\_\_  
Executive Director, Palm Beach TPA

APPENDIX A - Price Proposal Page

APPENDIX B - Business Information

**APPENDIX A PRICE PROPOSAL PAGE**  
**RFP NO. 2017-03**

The following pricing is submitted as the all inclusive pricing to provide the TPA with legal services in accordance with the Requirements/Scope of Work/Services set forth in this RFP document. and will apply to the end of the contract (i.e. no escalation).

<b>PRIME CONSULTANT X</b>		
<b>Name</b>	<b>Classification</b>	<b>Hourly Rate</b>
Paul Gougelman	Lead Counsel	\$227.00
Alan Gabriel	Alternate	\$227.00
Mathew Ramenda	Litigation Atty.	\$227.00
Brett J. Schneider	Labor Counsel	\$227.00
Milton Collins	Labor Counsel	\$227.00
Robert Meyers	Ethics & Procurement Counsel	\$227.00
Mitch Bierman	Procurement Counsel	\$227.00
		\$ _____
		\$ _____
		\$ _____

The Respondent certifies by signature below the following:

- a. This pricing is current, accurate, complete, and is presented as the Total Pricing, including "out-of-pocket" expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFP.

b. This Proposal is current, accurate, complete, and is presented to the TPA for the performance of this contract in accordance with all the requirements as stated in this RFP.

c. The Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.

d. The financial stability to fully perform the terms and conditions as specified herein. The TPA reserves the right to request financial information from the respondent at any time during the solicitation process and in any form deemed necessary by the TPA.

**IMPORTANT: FAILURE TO SUBMIT THESE PAGES, INCLUDING ALL REQUIRED INFORMATION AND SIGNATURES, WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE PROPOSAL RESPONSE.**

NAME (PRINT): Brett Schneider

TITLE: Member

COMPANY: Weiss Serota Helfman Cole & Bierman, P.L.

ADDRESS: 1200 North Federal Highway - Suite 312, Boca Raton, FL 33432

TELEPHONE NO. (561) 391-0400

SIGNATURE:



**APPENDIX B BUSINESS INFORMATION**  
**RFP NO. 2017-03**

Full Legal Name of Entity: Weiss Serota Helfman Cole & Bierman, P.L.  
(Exactly as it is to appear on the Contract/Agreement)

Entity Address: 1200 North Federal Highway - Suite 312, Boca Raton, FL 33432

Telephone Number: (561) 391-0400 Fax Number: (954) 764-7770

Form of Entity:

Corporation

Limited Liability Company

Partnership, General

Partnership, Limited

Joint Venture

Sole Proprietorship

Federal I.D. Number:

(1) If Respondent is a subsidiary, state name of parent company.

Caution: All information provided herein must be as to Respondent (subsidiary) and not as to parent company.

(2) Is Entity registered to do business in the State of Florida? Yes  No

If **yes** to the above, as of what date?

If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Respondent acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with TPA.

**SIGNATURE:** 

**PRINT NAME:** Brett J. Schneider

**TITLE:** Member

**COMPANY:** Weiss Serota Helfman cole & Bierman, P.L.



## TPA Steering Committee for Transition Activities

### Charge

Facilitate TPA Transition Activities

### Membership

Name	Position
Mayor Haynie	TPA Chair
Commissioner Valeche	TPA Vice Chair
	At-Large Member
	At-Large Member
	At-Large Member

### Schedule

Meet as needed to review and refine TPA Transition Activities and TPA Board Items to support them.

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT  
FOR STAFF AND SERVICES  
BETWEEN PALM BEACH COUNTY AND THE PALM BEACH  
METROPOLITAN PLANNING ORGANIZATION**

**THIS FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between Palm Beach County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (also referred to herein as the "County") and the Palm Beach MPO d/b/a the Palm Beach Transportation Planning Agency, a body politic, created in accordance with and operating pursuant to Sections 163.01 and 339.175, Florida Statutes, (referred to herein as the "TPA").

**WITNESSETH:**

**WHEREAS**, on March 12, 2013, the County and the TPA entered into that certain Interlocal Agreement for Staff and Services (Agreement); and

**WHEREAS**, the TPA now wishes to extend the term of the Agreement from September 30, 2018 to September 30, 2019, and to have the ability to further extend the term of the Agreement for up to two (2) additional one (1) year periods.

**NOW THEREFORE**, in consideration of the foregoing and the other mutual obligations and benefits described herein, the parties agree that the Agreement is amended as follows:

**Section 1.** Section 3.1 is amended as set forth below:

3.1 The term of this Agreement shall begin on April 1, 2013, and shall continue up to and include September 30, ~~2018~~2019. The County hereby grants to the ~~MPO-TPA~~ the option to extend the term of this Agreement for up to two (2) additional ~~five (5)~~one (1) year periods. (If both options are exercised the term of the Agreement will expire on September 30, ~~2028~~2021.) In the event the ~~MPO-TPA~~ elects to exercise an option granted hereunder, it will notify the County in writing of its election, in accordance with the provisions of Section 32 of ~~this the~~ Agreement, at least ~~one (1) year~~ninety (90) days prior to the expiration of the then current term of the Agreement.

**Section 2.** Section 5.2 (b) is amended as set forth below:

(b) The ~~MPO-TPA~~ may occupy and use the office space made available to it and shall use all facilities, equipment, supplies, personnel and services provided by County in accordance with federal, state and local law, County rules and requirements, and all County policies and procedures (PPMs) deemed applicable by County, as they may be amended from time to time, except as may be otherwise provided in this Agreement. Notwithstanding the foregoing, a decision by the ~~MPO-TPA~~ to not occupy and use the space made available shall constitute grounds for termination under Section 11.2 of this Agreement but, in such case, ~~a party~~the TPA shall only be required to give ~~6 months~~ninety (90) days written notice of termination prior to the termination date.

**Section 3.** Sections 17.2(b), (c) and (d) are amended as set forth below:

(b) The County Attorney will, under the general direction of the Governing Board and the day-to-day direction of the ~~MPO's~~ TPA's Executive Director, provide professional legal representation for the ~~MPOTPA~~; provided that such direction does not create ~~an ethical conflict~~ for the County Attorney or his or her staff, an ethical conflict, a potential conflict of interest or the appearance of conflicting loyalties, as determined by the County Attorney. The County Attorney retains authority over his or her staff and control of the legal services provided. This Agreement shall not alter the relationship between any assistant county attorney providing services and the County Attorney or the County Attorney's authority over his or her staff. Once the TPA retains other legal representation, the County Attorney will no longer provide legal services. In such case, neither party will be subject to the notice requirements of 17.2(d).

(c) In the event this Agreement is terminated for convenience or cause, all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the County Attorney under this Agreement, or copies thereof, shall be made available to and for the use of the TPAMPO or its counsel.

(d) Because representation by an attorney is a personal issue, either party may terminate the services provided by the County Attorney for any reason or for its convenience (without cause) by giving no less than one (1) day's written notice to the other, which may include the effective date of termination; provided, however, that in terminating this Agreement, the County Attorney will honor its obligations under the provisions of Rule 4-1.16 of the Code of Professional Conduct of the Florida Bar. Notice of the County Attorney's decision to terminate the provision of legal services will be provided to the TPA's Executive Director at the address set forth in Section 32 of the Agreement. Notice of the TPA's decision to terminate the County Attorney's services will be provided to the County Attorney at the following address: Office of the Palm Beach County Attorney, 301 N. Olive Ave., Suite 601, West Palm Beach, FL 33401.

**Section 4.** The "Palm Beach MPO" ("Palm Beach Metropolitan Planning Organization") is now doing business as the "Palm Beach Transportation Planning Agency". The Agreement is modified to reflect this change in name. References to the "Palm Beach Metropolitan Planning Organization" shall be deemed to mean and refer to the "Palm Beach Transportation Planning Agency" and references to the "MPO" shall be deemed to mean and refer to the "TPA."

**Section 5** Except as modified by this First Amendment, the remaining terms of the Agreement shall remain in effect and are hereby confirmed by the parties. This First Amendment shall take precedence over and supersede any provisions to the contrary contained in the Interlocal Agreement.

**(Remainder of Page Intentionally Left Blank)**

**IN WITNESS WHEREOF**, the undersigned parties have approved this First Amendment to the Interlocal Agreement for Staff and Services and directed the undersigned officials to execute the amendment on their behalf.

Palm Beach County, Florida, by its  
Board of County Commissioners

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

By: \_\_\_\_\_  
Melissa McKinlay, Mayor

By: \_\_\_\_\_  
Susan Haynie, Chair

Attest:  
Sharon R. Bock, Clerk & Comptroller

Attest:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Nick Uhren, Executive Director

Approved this \_ day of \_\_\_\_\_, 2018.

Approved this \_ day of \_\_\_\_\_, 2018.

Approved as to Terms and Conditions

Approved as to Terms and Conditions

By: \_\_\_\_\_  
Todd Bonlarron  
Assistant County Administrator

By: \_\_\_\_\_  
Nick Uhren  
Executive Director

Approved as to Form  
and Legal Sufficiency

Approved as to Form  
and Legal Sufficiency

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
TPA Attorney

## TPA RESOLUTION 2018-

RESOLUTION ESTABLISHING SAFETY PERFORMANCE MEASURE TARGETS FOR TRAFFIC FATALITIES AND SERIOUS INJURIES FOR 2018; PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Federal Highway Administration (FHWA) performance measure implementation requires the Palm Beach MPO, doing business as the Palm Beach Transportation Planning Agency (TPA), to establish 2018 Safety Performance Measure Targets by February 27, 2018; and

**WHEREAS**, the TPA has the option to support the safety performance measure targets adopted by the State or establish their own targets; and

**WHEREAS**, the Metropolitan Planning Organization Advisory Council (MPOAC), FHWA, FDOT, and numerous other federal and state agencies support “Vision Zero” of a fatality free transportation system; and

**WHEREAS**, the TPA has chosen to support the FDOT-established “Vision Zero” safety performance measure targets.

### **NOW THEREFORE, BE IT RESOLVED THAT:**

1. The TPA Governing Board adopts the target of zero traffic fatalities and serious injuries for 2018.
2. The TPA will integrate these targets into the Long Range Transportation Plan and Transportation Improvement Program.
3. TPA staff is directed to create a Vision Zero Action Plan within 1-year for consideration by the TPA Governing Board.
4. The Palm Beach TPA will monitor the safety performance measures, report on their progress, and readopt targets annually.
5. 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 \_\_\_\_\_ day of \_\_\_\_\_, 2018.

---

PALM BEACH MPO,  
d/b/a PALM BEACH TRANSPORTATION PLANNING AGENCY

By: \_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
TPA Executive Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

\_\_\_\_\_  
TPA Legal Counsel

# PALM BEACH TPA CONGESTION MANAGEMENT PROCESS ANNUAL REPORT CARD 2016 DATA

## 2040 LRTP GOALS & OBJECTIVES

**GOAL 1** **VEHICULAR TRANSPORTATION**  
Provide an efficient and reliable vehicular transportation system

Reduce the number of thoroughfare intersections over capacity <b>↑ 46 EXISTING</b> 36 in 2015 30/25 2025/2040 TARGET	Increase the % of traffic signals connected to the control system by fiber optic network <b>█ 81% EXISTING</b> 81% in 2015 85%/90% 2025/2040 TARGET	Increase the % of principal arterials covered by closed circuit TV cameras <b>█ 55% EXISTING</b> 55% in 2015 65%/75% 2025/2040 TARGET	Increase the percentage of traffic signals with operable vehicle detection <b>↑ 92% EXISTING</b> 87% in 2015 85%/95% 2025/2040 TARGET	Maintain the % of facilities that accommodate 2 ft. sea level rise
				SIS Network <b>█ 99% EXISTING</b> 99% in 2015 90%/90% 2025/2040 TARGET
				Non-SIS Throughfare Network <b>█ 99% EXISTING</b> 99% in 2015 75%/75% 2025/2040 TARGET

**GOAL 2** **MASS TRANSIT**  
Prioritize an efficient and interconnected mass transit system

Increase the % of transit mode choice <b>↑ 1.97% EXISTING</b> 1.92% in 2015 3%/5% 2025/2040 TARGET	Increase passenger trips per revenue mile	Increase the number of park-n-ride spaces	Reduce the average ratio of transit travel time to auto travel time for Palm Tran fixed route system
	Tri-Rail Service <b>↓ 1.23 EXISTING</b> 1.29 in 2015 1.5/2.0 2025/2040 TARGET	Palm Tran Fixed Route Service <b>↓ 1.48 EXISTING</b> 1.56 in 2015 2.0/2.5 2025/2040 TARGET	<b>↓ 1,914 EXISTING</b> 2,308 in 2015 3,000/4,000 2025/2040 TARGET
			<b>↓ 2.90 EXISTING</b> 2.52 in 2015 2.50/2.00 2025/2040 TARGET

**GOAL 3** **NON-MOTORIZED**  
Prioritize a safe and convenient non-motorized transportation network

Increase the % of Pedestrian Mode Choice <b>↓ 1.5% EXISTING</b> 1.6% in 2015 3.5%/5% 2025/2040 TARGET	Increase the centerline mileage of Bicycling Mode Choice <b>↑ 0.7% EXISTING</b> 0.5% in 2015 1.5%/3% 2025/2040 TARGET	Buffered Bike Lanes <b>█ 8 EXISTING</b> 8 in 2015 50/100 2025/2040 TARGET	10 ft. or Wider Shared Use Pathways <b>█ 50 EXISTING</b> 50 in 2015 75/125 2025/2040 TARGET	Designated Bike Lanes <b>↑ 180 EXISTING</b> 160 in 2015 250/500 2025/2040 TARGET	Priority Network Operating at LOS C or Better <b>█ 158 EXISTING</b> 158 in 2015 350/500 2025/2040 TARGET	Increase % of throughfare mileage near transit hubs that provide dedicated Bicycle Facilities (within 3 miles) <b>█ 7% EXISTING</b> 7% in 2015 20%/40% 2025/2040 TARGET	Pedestrian Facilities (within 1 mile) <b>█ 85% EXISTING</b> 85% in 2015 100/100% 2025/2040 TARGET
--	--	--	--	---	---	--	--

**GOAL 4** **FREIGHT MOVEMENT**  
Maximize the efficient movement of freight through the region

Decrease the % of SIS facilities, SIS connectors, and non-SIS designated truck routes that exceed capacity (v/c>1.1) <b>↑ 9.8% EXISTING</b> 8.4% in 2015 2.5%/1.5% 2025/2040 TARGET	Increase the annual tonnage of freight through The Port of Palm Beach <b>↑ 2.52M EXISTING</b> 2.16M in 2015 2.5M/3.0M 2025/2040 TARGET	Palm Beach International Airport <b>█ 26K EXISTING</b> 26K in 2015 25K/35K 2025/2040 TARGET
--	---	--

**GOAL 5** **SOCIAL & ENVIRONMENTAL**  
Preserve and enhance social and environmental resources

Decrease per capita daily fuel use (gallons/person) <b>↑ 1.272 EXISTING</b> 1.236 in 2015 1.25/1.00 2025/2040 TARGET	Decrease per capita daily NO emissions (gallons/person) <b>█ 20 EXISTING</b> 20 in 2015 35/25 2025/2040 TARGET	Decrease per capita daily Hydrocarbon emissions (gallons/person) <b>█ 25 EXISTING</b> 25 in 2015 20/10 2025/2040 TARGET	Decrease per capita daily Carbon Monoxide emissions (gallons/person) <b>↑ 225 EXISTING</b> 160 in 2015 300/250 2025/2040 TARGET	Decrease per capita daily Vehicles Miles Travelled (VMT/person) <b>↑ 27.6 EXISTING</b> 26.7 in 2015 21/20 2025/2040 TARGET
---	---	--	--	---

## Palm Beach Transportation Planning Agency (TPA)

### Fiscal Year 17 Federal Obligations Summary - Project Totals where Transportation Improvement Program request differs from Obligations by > \$500k

FM No.	Description	FY 17 TIP Request	FY 17 Obligations	Funds Remaining	Notes
4331094	I-95/SR-9 FROM BROW/PALM BCH CO LINE TO SOUTH OF GLADES RD.	53,454,098	-	53,454,098	Funds to be obligated via Advance Construction (AC) conversion when available.
2296643	SR-7 FROM 60TH STREET TO NORTH LAKE BLVD.	16,263,039	(635)	16,263,674	Construction delayed to FY 2018 and converted to state funding.
PT-FRB	PALM TRAN FIXED ROUTE BUS REPLACEMENT	16,218,287	-	16,218,287	Palm Tran did not obligate any federal funds in FY 17
2296644	SR-7 FROM OKEECHOBEE BLVD/SR-704 TO 60TH STREET	15,842,857	-	15,842,857	Construction delayed to FY 2018 and converted to state funding.
PT-PRVM	PALM TRAN PREVENTATIVE MAINTENANCE	14,672,695	-	14,672,695	Palm Tran did not obligate any federal funds in FY 17
4347342	PALM TRAN NEW DELRAY MAINTENANCE FACILITY	8,331,825	-	8,331,825	Palm Tran did not obligate any federal funds in FY 17
4287191	MILITARY TRL/SR-809 FROM LAKE WORTH RD TO S OF SR-80/SOUTHERN BL	7,799,196	-	7,799,196	Funds programmed and contract executed in FY17 ; federal funds were obligated June 2016 (FY 16).
PT-FR-OPS	PALM TRAN FIXED ROUTE	7,780,230	-	7,780,230	Palm Tran did not obligate any federal funds in FY 17
4342732	I-95/SR-9 FR C-18 TO PALM BEACH/ MARTIN COUNTYLINE	5,453,403	-	5,453,403	Funds to be obligated via Advance Construction (AC) conversion when available.
4284002	US-1/SR-5 FEDERAL HIGHWAY FROM CR-A1A TO BEACH ROAD	5,020,000	21,900	4,998,100	Federal funds obligated to the extent possible due to insufficient Obligation Authority (OA). Remaining funds to be obligated via Advance Conversion (AC) conversion when available.
4353841	I-95/SR-9 @ LINTON BOULEVARD INTERCHANGE	4,744,335	-	4,744,335	Design funds delayed to FY 18
PT-SHELT	PALM TRAN TRANSIT SHELTERS	3,845,458	-	3,845,458	Palm Tran did not obligate any federal funds in FY 17
4297671	SFRTA LAYOVER MAINTENANCE FACILITY W/RTA	13,065,944	9,600,000	3,465,944	Remaining funds deferred to FY 18
4347352	PALM TRAN SUPPORT FACILITY @ DELRAY BEACH	4,522,844	1,500,000	3,022,844	Palm Tran did not obligate any federal funds in FY 17
PT-MAINT	PALM TRAN FACILITY REHABILITATION AND MAINTENANCE	1,200,000	-	1,200,000	Palm Tran did not obligate any federal funds in FY 17
4339611	CR-880 EASTERN MOST 1.5 MILES EMBANKMENT WASHOUT	-	(1,100,343)	1,100,343	CST in 2018. Funds partially moved to FY 2018.
4368941	BRIDGE REPLACEMENT AT VARIOUS LOCATIONS	1,010,000	350,188	659,812	Federal funds obligated to the extent possible due to insufficient Obligation Authority (OA). Remaining funds to be obligated via AC conversion when available.
PT-VEH	PALM TRAN SERVICE VEHICLES	525,000	-	525,000	Confirm Palm Tran obligations of FY 17 Funds.
4351441	SR-708/BLUE HERON FR. 200FT W. OF AVENUE "S" TO 200FT E. OF AVENUE "S"	-	529,038	(529,038)	Obligations based on federally eligible/ reimbursable cost.
4331096	I-95/SR-9 FROM BROWARD/PALM BEACH COUNTY LINE TO LINTON BLVD.	154,486	689,726	(535,240)	Obligations based on federally eligible/ reimbursable cost.
4279381	SR-7/US-441 FROM BROWARD/PB CO/LINE TO GLADES ROAD/SR-808	1,791,408	2,490,128	(698,720)	Obligations based on federally eligible/ reimbursable cost.
4342733	I-95/SR-9 FR S OF SR-706 INTERCHANGE TO PALM BEACH/MARTIN CO LINE	-	756,934	(756,934)	Obligations based on federally eligible/ reimbursable cost.
4317611	BCT/PALM TRAN INTERFACE W/ MDT/SFRTA EASY CARD	-	820,000	(820,000)	FY 16 Funds Flexed in FY 17
4297851	SR-9/I-95 @ DONALD ROSS ROAD VARIOUS LOCATIONS	-	1,164,195	(1,164,195)	Obligations based on federally eligible/ reimbursable cost.
4347231	SR-9/I-95 @ BLUE HERON BLVD INTERCHANGE	-	1,508,709	(1,508,709)	Obligations based on federally eligible/ reimbursable cost.
4124892	SR-A1A FLAGLER MEMORIAL BRIDGE BRIDGE#930157	-	2,347,169	(2,347,169)	Obligations based on federally eligible/ reimbursable cost.
4190131	SR-80/SOUTHERN BLVD BRIDGES 930097 & 930098	-	3,780,736	(3,780,736)	Obligations based on federally eligible/ reimbursable cost.
4344271	SR-80/US-98 FROM R/R TRACKS TO CR-880	-	4,528,465	(4,528,465)	Obligations based on federally eligible/ reimbursable cost.
2298961	SR-710/BEELINE HWY FROM WEST OF AUSTRALIAN AVE TO OLD DIXIE HWY	110,906	9,538,894	(9,427,988)	Obligations based on federally eligible/ reimbursable cost.
4193452	SR-80 FROM W OF LION COUNTRY SAFARI RD TO FOREST HILL/CRESTWOOD BLVD.	2,202,176	18,548,682	(16,346,506)	Federal funds from SR 7 projects moved to SR 80 project.

Totals \$ 202,366,250 \$ 71,792,534 \$ 130,573,716



# Village of Palm Springs

"a great place to call home"

# 3.E.1

226 Cypress Lane • Palm Springs, Florida 33461-1699  
561.965.4010 • Fax 561.965.0899

December 28, 2017

Nick Uhren, Executive Director  
Palm Beach Transportation Planning Agency (TPA)  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411

RE: Palm Beach Transportation Planning Agency Board – Alternate Member

Dear Mr. Uhren:

The Mayor and Council Members has designated Council Member Doug Gunther as the new alternate member to represent the Village of Palm Springs. Council Member Gunther was appointed at the December 14, 2017 Regular Council Meeting.

Listed below is the contact information for Council Member Gunther:

Village of Palm Springs  
226 Cypress Lane  
Palm Springs, FL 33461  
[douglasigunther@bellsouth.net](mailto:douglasigunther@bellsouth.net)

Should you have any questions, please contact me at (561) 434-5084.

Sincerely,

Kimberly M. Wynn  
Village Clerk



The Palm Beach TPA prioritizes public involvement in the local and regional transportation planning process, and utilizes various methods to communicate information and opportunities for public input:

TPA Website | Social Media | Meetings of the TPA Governing Board, Advisory and Ad-Hoc Committees | Special Workshops | Presentations | Exhibits | TPA Activities | Community Events

**Transportation Matters E-News Issues: December 13, 2017** (403 email recipients)

**Highlights**

- PBC League of Cities BBQ: Dec. 1
  - Jupiter Town Council presentation: Dec. 5
  - WGI Design for Density event: Dec. 13
  - TPA 40th Anniversary event: Dec. 14
- 
- TPA Funding Workshop: Dec. 19

**Platforms**

				
Users / Followers	912	306	621	108
Impressions / Sessions	1,540	419	18,300	16

**Online Engagement**



**Upcoming Meetings & Events**

- Safe Streets Summit: Feb. 1-2
- Technical Advisory Committee (TAC) mtg: Feb. 7
- Citizens Advisory Committee (CAC) mtg: Feb. 7

- Bicycle/Trailways/Pedestrian Advisory Committee (BTPAC) mtg: Feb. 8
- TPA Governing Board mtg: Feb. 15
- Transportation Disadvantaged Local Coordinating Board (LCB): Feb. 21



The Palm Beach TPA prioritizes public involvement in the local and regional transportation planning process, and utilizes various methods to communicate information and opportunities for public input:

TPA Website | Social Media | Meetings of the TPA Governing Board, Advisory and Ad-Hoc Committees | Special Workshops | Presentations | Exhibits | TPA Activities | Community Events

### Transportation Matters E-News Issues: Jan. 17 & Jan. 31 *(401 email recipients)*

#### Highlights

- Village of Palm Springs Council: **Jan. 11**
- Promotion of the following:
  - Safe Streets Summit: **Feb 1-2**
  - TPA Funding Applications Due: **Mar. 2**
  - Rail Safety
  - Brightline passenger rail service launch: **Jan 13**

#### Platforms

				
Users / Followers	948	311	633	110
Impressions / Sessions	1,604	972	7,149	46

### Online Engagement



### Upcoming Meetings & Events

- Safe Streets Summit: **Feb. 1-2**
- Technical Advisory Committee (TAC) mtg: **Feb. 7**
- Citizens Advisory Committee (CAC) mtg: **Feb. 7**

- Bicycle/Trailways/Pedestrian Advisory Committee (BTPAC) mtg: **Feb. 8**
- TPA Governing Board mtg: **Feb. 15**
- Human Services Transportation Summit: **Feb. 20**
- Transportation Disadvantaged Local Coordinating Board (LCB): **Feb. 21**



# PALM BEACH Transportation Planning Agency

## Fiscal Report

FY18 2nd Quarter 10/1/2017 - 12/31/2017

	Annual Budget	Budget YTD	Actual YTD	Variance <sup>1</sup>
<b>FUNDING SOURCE</b>				
Federal Highway Administration (FHWA)	\$ 1,770,574	\$ 885,287	\$ 646,583	-27%
Federal Transit Administration (FTA)	\$ 944,206	\$ 472,103	\$ 549,718	16%
FTA Match from Palm Beach County	\$ 104,912	\$ 52,456	\$ 61,080	16%
Commission for Transportation Disadvantaged	\$ 49,795	\$ 24,898	\$ 29,379	18%
TPA Local Reserve Funds <sup>2</sup>	\$ 17,640	\$ 8,820	\$ (10,598)	-220%
<b>Total Funding</b>	<b>\$ 2,887,127</b>	<b>\$ 1,443,564</b>	<b>\$ 1,276,162</b>	<b>-12%</b>
<b>EXPENDITURES</b>				
Personnel & Benefits	\$ 1,182,693	\$ 591,347	\$ 505,527	-15%
Travel & Training	\$ 57,750	\$ 28,875	\$ 27,293	-5%
Consultant Services	\$ 1,213,250	\$ 606,625	\$ 422,823	-30%
Direct Expenses				
Hosting Agency Services	\$ 142,029	\$ 71,015	\$ 111,256	57%
Facility & Equipment Maintenance	\$ 27,685	\$ 13,843	\$ 2,169	-84%
Graphics & Legal Advertising	\$ 26,250	\$ 13,125	\$ 2,657	-80%
Operational Supplies & Equipment <sup>3</sup>	\$ 27,510	\$ 13,755	\$ 9,062	-34%
Data Processing Equipment	\$ 8,820	\$ 4,410	\$ 500	-89%
Non-Reimbursable Direct Expenses	\$ 17,640	\$ 8,820	\$ 11,375	29%
<b>Total Expenditures</b>	<b>\$ 2,703,627</b>	<b>\$ 1,351,814</b>	<b>\$ 1,092,662</b>	<b>-19%</b>
To FDOT for Household Survey <sup>4</sup>	\$ 83,500	\$ 83,500	\$ 83,500	
To Broward MPO for Regional Plan <sup>5</sup>	\$ 100,000	\$ 100,000	\$ 100,000	
<b>TOTAL EXPENDITURES &amp; TRANSFERS</b>	<b>\$ 2,787,127</b>	<b>\$ 1,435,314</b>	<b>\$ 1,276,162</b>	<b>-11%</b>

### Notes

- Variance is calculated as (Actual YTD - Budget YTD) / Budget YTD.
- TPA Local Reserve Funds are used to offset the difference between total expenditures and outside funding sources.
- Several replacement computers were purchased in this quarter.
- Transfer for the Household Survey occurs only in Q1.
- Transfer for the Regional Plan occurs only in Q1.