DATE: THURSDAY, September 17, 2015
TIME: 9:00 A.M.
PLACE: Palm Beach County Government Center
        301 North Olive Avenue
        12th Floor McEaddy Conference Room
        West Palm Beach, FL 33401

1. REGULAR ITEMS
A. Roll Call
B. Prayer
C. Pledge of Allegiance
D. MOTION TO ADOPT Agenda for September 17, 2015
E. MOTION TO APPROVE Minutes for July 16, 2015
F. Comments from the Chair
G. Executive Director’s Report
H. MOTION TO APPROVE Consent Agenda Items
   1. Appointment of Vinod Sandanasamy as the City of Boca Raton’s alternate member of the Technical Advisory Committee. The request and resume are attached.
   2. Appointment of J. Phillip Higbee as the Village of Wellington’s alternate member of the Bicycle/Greenway/Pedestrian Advisory Committee (BGPAC). The request is attached.
   3. New three (3) year agreement with the Treasure Coast Regional Planning Council for planning services in an amount not to exceed $450,000. The draft agreement is attached.
   4. Conceptual scope of services and schedule to retain two (2) professional consulting teams for assistance in implementing the Unified Planning Work Program. Attached is the Scope of Services and process timeline.
I. General Public Comments

Any member from the public wishing to speak at this meeting must complete a Comment Card which is available at the welcome table. General Public comments will be heard prior to consideration of the first action item. Public comments on specific items on the agenda will be heard following the presentation of the item to the Board. Please limit comments to three minutes.

2. ACTION ITEMS

A. MOTION TO ADOPT a resolution approving the Executive Director Annual Evaluation

The evaluation committee met on August 18, 2015 and recommends approval of a 2% special salary adjustment in addition to the budgeted 3% cost of living adjustment, with an effective date of October 1, 2015. The committee requested development of a strategic plan to better direct the activities of the MPO and to serve as the basis for future evaluations. The draft resolution is attached.

B. MOTION TO APPROVE Amendment #1 to the 2040 Directions Long Range Transportation Plan (LRTP)

The MPO Board directed staff at the July MPO Board meeting to revise the northern limits of the US-1 Express Bus project from the West Palm Beach intermodal center to Indiantown Road and to include associated multimodal corridor improvements in the project description. Cost estimates for this project and the Tri-Rail extension to Jupiter were also revised such that the LRTP cost feasible plan remains fiscally constrained. The amended pages of the LRTP are attached.

C. MOTION TO APPROVE an Amendment to the FY 2017-2021 Priority Projects List

This amendment will modify the Location, Improvement Description and Total Cost of project #12, the US-1 Multimodal Corridor Study, on the list of Major Highway, Transit and Freight Projects to be consistent with the amended limits in the 2040 Directions Long Range Transportation Plan (LRTP). The amended table of the priority list is attached.

D. MOTION TO APPROVE Amendment #1 to the FY 2016-2020 Transportation Improvement Program (TIP) to include FDOT’s Roll Forward projects

The Florida Department of Transportation (FDOT) has requested approval of amendments to the FY 2016-2020 Transportation Improvement Program to include the FY 2016 Roll Forward Report. These are projects which were funded in FY 2015 but not completed as scheduled so the remaining funds are being rolled forward into FY 2016. The amended projects are shown in strikethrough/underline format to highlight the changes from the adopted TIP in the attachment.

3. INFORMATION ITEMS

A. Hazardous Walking Conditions for Public School Students

MPO Staff will provide an overview of HB 41, also known as “Gabby’s Law for Student Safety,” as it relates to identification and correction of hazardous walking conditions defined by s. 1006.23, F.S. MPO staff will provide an overview of the requirements and illustrate the procedure followed to identify potential hazards for
three schools in Palm Beach County, and outline the avenues for potential correction of the hazards. The final text for HB 41 is attached.

B. Complete Streets Draft Policy and Proposed Process

MPO Staff will review the preliminary draft Complete Streets Policy for the Palm Beach MPO, highlight the components of the draft policy and outline the proposed process to solicit input and establish an adopted policy for the MPO. The draft policy is attached.

C. Correspondence

1. Letter removing Mr. Bruce Bastian from the Citizens Advisory Committee (CAC) due to three consecutive unexcused absences

2. Letter notifying Ms. Ingrid Allen that her membership is in jeopardy of being withdrawn from the Technical Advisory Committee (TAC) due to two consecutive unexcused absences

3. Federal Certification of the Palm Beach Metropolitan Planning Organization Planning Process Report

4. ADMINISTRATIVE ITEMS

A. Member Comments

B. Next Meeting – October 15, 2015

C. MOTION TO ADJOURN

NOTICE

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

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services for a meeting (free of charge), please call 561-684-4143 or send email to MBooth@PalmBeachMPO.org at least five business days in advance. Hearing impaired individuals are requested to telephone the Florida Relay System at #711.
The City of Greenacres and the Village of Royal Palm Beach share membership by alternating years.

CHAIR
Mayor Susan Haynie
City of Boca Raton

Mayor Steve B. Wilson
City of Belle Glade
Alternate: Commissioner Michael C. Martin

Deputy Mayor Robert Weinroth
City of Boca Raton

Commissioner Michael M. Fitzpatrick
City of Boynton Beach
Alternate: Vice-Mayor Joe Casello

Mayor Cary D. Glickstein
City of Delray Beach
Alternate: Deputy Vice-Mayor Al Jacquet

Vice-Mayor Jim Kuretski
Town of Jupiter
Alternate: Vacant

Mayor Pam Triolo
City of Lake Worth
Alternate: Vice-Mayor Scott Maxwell & Vice Mayor Pro tem Andy Amoroso

Mayor Eric Jablin
City of Palm Beach Gardens
Alternate: Council Member Marcie Tinsley

Vice Chairman Wayne Richards
Port of Palm Beach
Alternate: Chairman Blair Ciklin

Councilman Bruce Guyton
City of Riviera Beach
Alternate: Councilman Cedrick Thomas

VICE CHAIR
Commissioner Hal Valeche
Palm Beach County

Vice-Mayor Mary Lou Berger
Palm Beach County

 Commissioner Steven L. Abrams
Palm Beach County

Commissioner Melissa McKinlay
Palm Beach County

Commissioner Priscilla A. Taylor
Palm Beach County
Palm Beach County Alternates:
Mayor Shelly Vana
Commissioner Paulette Burdick

Vice-Mayor Richard Valuntas*
Village of Royal Palm Beach
Alternate: Councilman Jeff Hmara

Commissioner Keith A. James
City of West Palm Beach

Commissioner Shanon Materio
City of West Palm Beach
West Palm Beach Alternate:
Commissioner Paula Ryan

Councilman Matt Willhite
Village of Wellington
Alternate: Councilwoman Anne Gerwig

District Secretary Gerry O’Reilly
FDOT Non-Voting Advisory Member

*The City of Greenacres and the Village of Royal Palm Beach share membership by alternating years.
1. REGULAR ITEMS

Chair Haynie called the meeting to order at 9:04 a.m.

1.A. Roll Call

The recording secretary called the roll. (Attendance is listed in Exhibit A.)


1.C. Pledge of Allegiance


MOTION to adopt the agenda. Motion by Commissioner Taylor, seconded by Commissioner Valeche, and carried unanimously. Commissioner Richards, Commissioner Materio, Commissioner Fitzpatrick and Mayor Glickstein absent.

1.E. APPROVED: Minutes for June 18, 2015

MOTION to approve the Minutes for June 18, 2015. Motion by Commissioner Abrams, seconded by Deputy Mayor Weinroth, and carried unanimously. Commissioner Richards, Commissioner Materio, Commissioner Fitzpatrick and Mayor Glickstein absent.

A brief video was shown promoting the Palm Beach MPO. The video will be shown in major theaters over the July 4th weekend.

1.F. Comments from the Chair

Chair Haynie said that:

- The Southeast Florida Transportation Council (SEFTC) passed a resolution pertaining to State policy on funding the Strategic Intermodal System (SIS) to bring more dollars to the region.
1.G. Executive Director’s Report

Mr. Uhren said that:

- Dan Weisberg will retire on July 24th after twenty-six years with the County.
- All review agency comments have been incorporated in the adopted Long Range Transportation Plan (LRTP) and printed final copies have been distributed. The full document can be viewed on the MPO website.
- Luke Lambert created an updated countywide map to show the location of all funded projects in the FY 16-20 TIP. The map can be viewed on the MPO website. Feedback is appreciated.
- The new graphics around the room were created through our partnership with South Florida Commuter Services to establish a transportation ambience for the meetings. Feedback is appreciated.
- MAP 21 authorization now expires July 31. Last month, the Senate Environment and Public Works Committee passed the Developing a Reliable and Innovative Vision for the Economy (DRIVE) Act, a six-year funding apportionment that describes how to spend transportation dollars but not where the money will come from. Last week the House Ways and Means Chairman Paul Ryan disclosed that he is drafting an $8B funding patch to extend the current authorization through the end of the year and predicted that longer-term measures under discussion in the Senate probably couldn’t pass the House. Even the short-term measure would require an outside funding source as yet undisclosed.
- The executive director evaluation form was distributed to all of the board members on July 6. Members are requested to complete and return the form to Elizabeth Requeny no later than August 5th, then the evaluation committee will convene in August and recommend an action to the Board at the September meeting.

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

1. Resolution approving Board member travel to Association of Metropolitan Planning Organizations (AMPO) and Rail-Volution annual conferences.
2. Appointment of Ms. Tinu Peña to the Citizens Advisory Committee nominated by Vice Mayor Valuntas.
3. 2015 Joint State/MPO Certification Review Package with findings, recommendations and noteworthy practices report along with a Joint Certification Statement and 2015 Certifications and Assurances.
4. Florida Commission for the Transportation Disadvantaged (CTD) Planning Grant.
5. Purchase of a computer to run the Southeast Regional Planning Model (SERPM) in the amount not to exceed $9,000.
6. Removal of Local Coordinating Board (LCB) members with three of more consecutive unexcused absences.
MOTION to approve the consent agenda. Motion by Mayor Wilson, seconded by Commissioner Taylor, and carried unanimously. Commissioner Richards, Commissioner Fitzpatrick and Mayor Glickstein absent.

1.I. General Public Comments and Public Comments on Action Items
Jim Smith with Safety as Floridians Expect (SAFE) spoke regarding safe paths to schools.

2. ACTION ITEMS

2.A. ADOPTED Resolution authorizing execution of a 5-year Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) for Federal Transit Administration (FTA) grant funding and filing an annual application with FDOT for FY 16 planning grant funds
The MPO receives grant funding from FTA for transit planning activities. The budget for these funds is contained in the Unified Planning Work Program (UPWP).

MOTION to adopt a Resolution authorizing execution of a 5-year Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) for Federal Transit Administration (FTA) grant funding and filing an annual application with FDOT for FY 16 planning grant funds. Motion by Commissioner Taylor; seconded by Vice Mayor Berger and carried unanimously. Commissioner Richards and Mayor Glickstein absent.

2.B. ADOPTED Resolution approving the FY 2017-2021 Priority Projects
Florida Statues require the MPO to annually adopt transportation system priority projects for use in developing the FDOT Draft Tentative Work Program and the MPO’s Transportation Improvement Program (TIP). The adopted list of priority projects will be transmitted to FDOT by August 11, 2015.

MOTION to add the Boutwell Rd. project in the City of Lake Worth to the Major Highway, Transit and Freight Project Priority List as Project #13. Motion by Mayor Triolo, seconded by Vice Mayor Valuntas, and carried unanimously. Commissioner Richards and Mayor Glickstein absent.

MOTION to direct staff to prepare a Long Range Transportation Plan amendment to extend the limits of the US 1 project north to Indiantown Road at a future meeting. Motion by Councilman Guyton, seconded by Commissioner Taylor, and carried unanimously. Commissioner Richards and Mayor Glickstein absent.

MOTION to approve the FY 2017-2021 Major Highway, Transit and Freight Priority Projects with the addition of Boutwell Rd. Motion by Mayor Triolo, seconded by Councilman Willhite. The motion carried 15 to 2 with Commissioner James and Commissioner Materio both from West Palm Beach opposed due to the SR-7 extension to Northlake Blvd. Commissioner Richards and Mayor Glickstein absent.

MOTION to approve the FY 2017-2021 Local Initiatives (LI) Priority Projects with the removal of Project #29, Sidewalk project in the Village of Royal Palm Beach. Motion by Councilman Guyton, seconded by Commissioner Taylor and carried unanimously. Commissioner Richards and Mayor Glickstein absent.
MOTION to approve the FY 2017-2021 Transportation Alternatives Program (TA) Priority Projects with the removal of Project #9, Avenue E bicycle and pedestrian amenities project in Riviera Beach. Motion by Councilman Guyton, seconded by Commissioner Taylor and carried unanimously. Commissioner Richards and Mayor Glickstein absent.

MOTION to adopt a Resolution approving the FY 2017-2021 Priority Projects. Motion by Commissioner Berger, seconded by Commissioner Valeche. The motion carried 15 to 2 with Commissioner James and Commissioner Materio both from West Palm Beach opposed due to the SR-7 extension to Northlake Blvd. Commissioner Richards and Mayor Glickstein absent.

3. INFORMATION ITEMS

3.A. FDOT Northwood Crossover

Ms. Marjorie Hilaire, FDOT District 4 Project Manager for the Northwood Connection and Ms. Sunserae Dalton, Consultant with CH2M presented the project.

3.B. Annual Palm Tran Plan Update

Commissioner Taylor and Commissioner James left at 10:40 A.M.

Mr. Charles Frazier, Assistant Director of Palm Tran gave an update on seven (7) projects funded through the MPO, namely, Palm Tran Hybrid bus purchase, Easy Card, Camino Real Bus shelter, TSP System on routes 43 and 62 (Okeechobee Blvd and Lake Worth Road, respectively) and two (2) Maintenance facility expansions.

4. ADMINISTRATIVE ITEMS

4.A. Member Comments

4.A.1 Councilman Willhite inquired about the Airport Master Plan presentation. Mr. Uhren explained that several requests have been made to Airport staff but no date has been provided for the presentation to the Board.

4.A.2 Commissioner Valeche said he is a proponent of expanding transportation in the County. He asked that Airport presentation include the North County Airport.

Councilman Willhite left at 10:58 A.M.

4.A.3 Vice Mayor Jablin stated he had recently met with Mr. Bruce Pelly to discuss the North County Airport.
4.B. Next Meeting – Thursday, September 17, 2015
4.C. Motion to Adjourn

There being no further business, the chair declared the meeting adjourned at 11:04 A.M. Commissioner Richards and Mayor Glickstein absent.

This signature is to attest that the undersigned is the Chairman, or a designated nominee, of the Metropolitan Planning Organization and that information provided herein is the true and correct Minutes for the JULY meeting of the Metropolitan Planning Organization, dated this ___ day of ______________, 2015.

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Chair/Vice Chair
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*** New Appointment  
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A – Absent  
ALT- Alternate Member Present  
Shaded months - No Meeting
EXHIBIT A

OTHERS PRESENT

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July 7, 2015

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

Subject: Appointment of Vinod Sandanasamy as the Alternate to the Technical Advisory Committee representing the City of Boca Raton

Dear Mr. Uhren:

I would like to formally request to designate Vinod Sandanasamy as the alternate to Doug Hess on the Palm Beach County MPO Technical Advisory Committee (TAC). Vinod will be replacing John Reilly in this position. He is a resident of Palm Beach County and lives in the West Boynton Beach area. He is currently working with the City as Transportation Planning Engineer with the Municipal Services Department. He has extensive experience in transportation planning, traffic engineering, and community planning and is well qualified to serve as the alternate for Doug on the MPO's TAC should he be absent. His contact information is given below:

Vinod Sandanasamy, AICP, PTP, EIT
City of Boca Raton/Municipal Services Department
2500 NW 1st Avenue,
Boca Raton, FL 33431
Phone: 561-416 3370
Email: vsandanasamy@myboca.us

I have attached a copy of Mr. Vinod's resume. If you need additional information, please contact me at 561-416 3385 or dgrippo@myboca.us.

Sincerely,

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

cc: Doug Hess, P.E., Traffic Engineer
    Vinod Sandanasamy, AICP, PTP, EIT, Transportation Planning Engineer

—— AN EQUAL OPPORTUNITY EMPLOYER ——
Vinod L. Sandanasamya  
6711 Green Island Circle  
Lake Worth, Florida 33463  
Email: madrasvinod@gmail.com  
Ph: 561-876-9383(M); 561-629-8165(R)

Professional Profile  
A professional transportation planner/engineer with extensive experience and track record in the field of transportation planning, traffic engineering and project management.

Professional Affiliations
American Institute of Certified Planners (#020229)
Professional Transportation Planner (#429)
Engineer Intern (FL) (#1100018084)
American Society of Civil Engineers (#9950133)

Employment
City of Boca Raton Traffic Division, FL, Transportation Planning Engineer (12/14 – Present)
• Reviewed site plans for land development projects and checked for consistency with the City's zoning code provisions.
• Reviewed and provided comments for Traffic Impact Studies related to Land Use Amendments, Zoning Changes, Master Planned Developments and DRIs.
• Reviewed and provided comments for Parking Accumulation Studies, Shared Parking Analysis and Parking Garage Functional Analysis.
• Oversight of the various transportation related programs within the City, such as Traffic Calming, Traffic Count Collection, Transportation Demand Initiative, Bus Shelter Maintenance, and Maintenance of Traffic.
• Coordination with the County and State for transportation related projects within the city.

Palm Beach MPO, FL, Senior Transportation Planner (04/07 – 12/14)
• Lead Planner entrusted with the development of Palm Beach County's 2040 Long Range Transportation Plan which includes the preparation of the Needs and the Cost Feasible Plan.
• Managed planning activities with Efficient Transportation Decision Making (ETDM) and Project Development and Environment (PD&E) process for highway and transit projects.
• Reviewed Traffic Impact Studies for land use amendments, concurrency, PD&E and DRIs.
• Responsible for FSUTMS Travel Demand Modeling (4-Step and ABM) coordination, data collection/input, model calibration/validation, and conducting analysis for Comprehensive Plan amendments, DRIs, Corridor Studies, etc.
• Responsible for the oversight of consultants in development of Long Range Transportation Plan, Freight Plan, Congestion Management Process and Operational analyses.
• Developed annually the Congestion Management Process (CMP) report for Palm Beach County which was the starting point to prioritize projects to be included in the TIP.
• Updated residential (Census, ACS, BEBR), employment (InfoUSA, LEHD, QCEW), school, traffic counts, traffic flows (CTPP, NHTS, INRIX, Mobile Devices), signals, roadway network and other special generator data for the model.
Palm Beach County Planning, FL, Senior Planner (12/04 – 04/07); Planner II (03/03 – 11/04)
- Served as the project manager for numerous transportation amendments, made presentations to public officials, non-governmental organizations, and professionals.
- Reviewed and provided comments for Traffic Impact Studies for land use amendments and DRIs. Resolved conflicting issues in coordination with FDOT, MPO, Municipalities and Developers in the course of applying Florida’s Growth Management Laws.
- Prepared ‘Transportation Concurrency Exception Area’ report for the ‘Urban Redevelopment Areas’ in Palm Beach County.
- Developed policies to the Transportation Element of the Comprehensive Plan, prepared analysis & staff report.

Roanoke Valley-Alleghany Regional Commission, VA, Regional Planner (01/03 – 03/03)
- Performed Bicycle suitability analysis for Roanoke County using BCI methodology.
- Conducted travel time surveys for specific congested corridors within Roanoke County.
- Evaluated highway conditions for the entire Roanoke area using HCM 2000.
- Completed accident analysis for accident prone corridors in Roanoke.

Education
- Master of Regional and Community Planning (MRCP) from Kansas State University, Manhattan, KS
- Master of Civil Engineering (ME) from Anna University, Chennai, India
- Post Graduate Diploma in Business Administration (MBA) from Loyola Institute of Business Administration, Chennai, India
- Bachelors in Civil Engineering from Institution of Engineers, Kolkatta, India
August 5, 2015

Nick Uhren, P.E.

Executive Director of Palm Beach MPO
2300 North Jog Road, 4th Floor
West Palm Beach, Fl. 3411

Dear Nick:

I would like to formally request to designate J. Phillip Higbee as the alternate to Olga Prieto on the Palm Beach County MPO BGPAC Committee. Mr. Higbee will be replacing Eitan Esan in this position.

Mr. Higbee recently has moved to Wellington. He is currently a Senior Planner working in with the Planning and Development Services department in Wellington. Mr. Higbee has experience in community planning and visioning and economic development in the Village of Wellington and is well qualified to serve as the alternate for Olga on the MPO BGPAC committee should she be absent.

Sincerely,

Robert Basehart, AICP
Planning and Zoning Director

cc: Franchesca Taylor, Bicycle, Greenways and Pedestrian Coordinator, Palm Beach MPO
AGREEMENT
BY AND BETWEEN
Palm Beach Metropolitan Planning Organization
And Treasure Coast Regional Planning Council

This Agreement is made as of this 17th day of September, 2015, by and between the Palm Beach Metropolitan Planning Organization, an entity created pursuant to the provisions of Chapters 163 and 339, Florida Statutes, (hereinafter referred to as the “MPO”) and the Treasure Coast Regional Planning Council, an entity created pursuant to the provisions of Chapters 163 and Chapter 186, Florida Statutes, (hereinafter referred to as the “RPC”).

WITNESSETH

WHEREAS, the MPO has requested the services of the RPC in connection with planning, design and implementation issues related to improving the relationship between land use and transportation planning, including multi-modal techniques and strategies; transit-oriented development; long-range planning; public education, engagement and community involvement activities; alternative transportation modes; fiscal and social analysis of projects and programs; and the development of interagency projects and programs as more specifically described in the Scope of Services (also referred to as the “Scope” or “Work”) attached hereto as Exhibit “A” and incorporated into and made a part of this Agreement; and

WHEREAS, the primary focus will be implementation activities related to the MPO Long-Range Transportation Plan and vision, including the development of transportation projects and programs as well as land use/transportation relationships in Palm Beach County and activities that support the mission of the MPO; and

WHEREAS, the MPO agrees to fund the costs associated with the RPC’s 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 MPO will be reimbursed, and FDOT’s approval of each requisition or invoice submitted by the MPO to FDOT for reimbursement under the MPO’s Joint Participation Agreement with the FDOT dated December 12, 1980 (“JPA”) as it has been or may be amended or replaced from time to time.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and obligations set forth herein, the MPO and RPC 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 the parties regarding RPC’s provision of services to the MPO.

Section 3. Representatives. The MPO’s representative during the performance of this Agreement is the Executive Director of the MPO, and the RPC’s representative during the performance of this Agreement is the Executive Director of the RPC.

Section 4. Effective Date, Term, and Renewal. This Agreement shall take effect upon
October 1, 2015, and shall remain in full force and effect for a period of three (3) years, expiring on September 30, 2018. The RPC hereby grants to the MPO the option to extend the term of this Agreement for two (2) additional years or two (2) additional one (1) year periods. If the MPO elects to exercise the option(s), the MPO will notify the RPC of its election at least fifteen (15) days prior to the expiration of the then current term of the Agreement.

Section 5. Services.

A. All services will be obtained by the MPO, through the MPO Board or the MPO’s Contract Representative, by use of separate Work Orders issued after consultation and discussion with the RPC. The parties shall establish a Work Order Form which will be used by the MPO to issue work orders. Each Work Order issued will further define the tasks or services to be provided by the RPC, 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 expected delivery date of any deliverables, the negotiated not to exceed fee to be paid to the RPC for the provision of the tasks or services, 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 MPO. The RPC shall not commence any work under any Work Order until after the MPO’s Contract Representative issues a signed Task Work Order.

B. Upon the request of the MPO, RPC representatives will meet with the MPO’s staff, officials, members of the public, and participate in meetings of the MPO’s Board at the times and places required by the MPO 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 RPC for these activities.

C. RPC 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 MPO to the RPC under this Agreement is Four Hundred Fifty Thousand Dollars ($450,000), including all out-of-pocket or reimbursable expenses. The MPO anticipates that funds will be allocated and distributed for each year of the Agreement as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2016</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>FY 2017</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>FY 2018</td>
<td>$150,000.00</td>
</tr>
</tbody>
</table>

B. The RPC will bill the MPO for services rendered. RPC’s charges for all work provided under any Work Order issued by the MPO shall not exceed the hourly rates set forth in the Hourly Rate Schedule attached as Exhibit “B” (containing unloaded rates, the indirect cost percentage and the final loaded rate for billing purposes for the RPC staff classifications that will perform services under this Agreement). The parties agree that annual increases to said hourly unloaded rates shall not exceed 3% (three percent) unless increased for good cause established by the RPC and accepted by the MPO’s Executive Director. The parties agree that any modification to the indirect cost percentage used to derive the final loaded rates shall be for good cause established by the RPC and accepted by the MPO’s Executive Director. Unloaded and loaded hourly rates for services to be performed by personnel not
directly employed by the RPC 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 sum of the cost of the work orders issued for services to be performed in a particular year of this Agreement shall not exceed the funds allocated to that year. 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 identified in the Scope, authorized by work order and incurred during the RPC’s performance, shall be limited to pre-approved travel and out-of-pocket expenses associated with draft and final document production, which shall be itemized and identified by task. Invoices for reimburseable 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.

D. Invoices received from the RPC will be reviewed and approved by the MPO’s representative, indicating that services have been rendered in conformity with this Agreement and then will be sent to the Palm Beach County Finance Department for payment. Each invoice shall be accompanied by a progress report, itemized in sufficient detail, and supported with properly executed payrolls, time records, invoices, contracts, vouchers or other document evidencing the nature and propriety of the charges, so that the MPO and any other governmental agency with oversight over expenditures made pursuant to this Agreement may perform proper pre and post-audits of the bills and determine that services have been rendered towards the completion of the Work in conformity with the requirements of this Agreement, the Unified Planning Work Program (UPWP), 23 CFR 450.314 and Section 339.175, F.S. Invoices shall cite the contract number and shall contain an original signature of an authorized RPC official. Invoices will normally be paid within thirty (30) days following the MPO’s representative approval. Payments will be remitted to the RPC at the address set forth in Section 36 of this Agreement or such other address as is designated in writing by the RPC to the MPO.

E. All requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall include copies of said receipts, invoices, or other documentation acceptable to the MPO and Palm Beach County’s Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the work described in Exhibit “A.” Document production charges shall describe the documents and rate charged. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes. All costs, including indirect costs, charges and rates, charged to this Agreement by RPC shall be consistent with and supported as required by 49 CFR Sections 18.20 and 18.22 or 2 CFR Part 200, as applicable, and the cost principles cited in OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments), as it may be amended or replaced from time to time.

F. In order for each party to close its books and records, the RPC 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 MPO. Since this account will thereupon be closed, any and other future charges, if not properly included on this final invoice, are waived by the RPC. All invoices must be submitted within sixty 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 MPO’s Executive Director and the MPO can receive payment under its JPA with FDOT.

Section 7. **Availability of Funds.** The MPO’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 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 MPO and Palm Beach County's Board of County Commissioners. In addition, the MPO 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 MPO may be reimbursed;

C. FDOT shall not approve any requisition or invoice submitted by the MPO to FDOT for reimbursement; or

D. FDOT shall terminate or cancel its JPA with the MPO or fail to fully fund its obligations thereunder. The MPO’s failure to receive funds or the revocation of funding shall constitute a basis for the MPO’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, Florida Statutes, unless otherwise made confidential or exempt under Florida law. All documents, drawings, maps, sketches, programs, data-base reports, and other data developed under this Agreement shall be the shared property of the MPO, RPC and any agencies that have provided funding but may be reused by the MPO and the RPC.

A. RPC shall deliver to the MPO’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 MPO under this Agreement.

B. To the extent allowed by Chapter 119, Florida Statutes, 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 MPO or at its expense will be kept confidential by RPC and will not be disclosed to any other party, directly or indirectly, without the MPO’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. RPC acknowledges that it is subject to Florida’s Public Records Law and agrees that it shall comply with the requirements of said law. RPC further agrees that the MPO may unilaterally terminate this Agreement (and such termination will be for cause) if RPC 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. RPC agrees that it shall not initiate or take any action against the MPO if the MPO terminates this Agreement as a result of RPC’s failure to comply with Florida’s Public Records Law.

E. Notwithstanding any other provision in this Agreement, if requested by the MPO, RPC and its subcontractors shall disclose and make available for inspection and audit by the Palm Beach County Office of the Inspector General, all documents, records, reports and any other materials produced under this Agreement. RPC shall similarly require all of its subcontractors, if any, to disclose and make available for inspection and audit their documents, records and materials produced in performance of any subcontracted Work.

Section 9. **Access and Audits.**

A. RPC 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, except in the event of litigation or settlement of claims arising from the performance of this Agreement, RPC shall maintain such records until notified by the MPO that the litigation or claims have been concluded and resolved. The RPC shall maintain all records in Martin County or such other location in the State of Florida approved by the MPO’s Contract Representative.

B. RPC shall comply and cooperate with any audit, monitoring procedures, accounting process or other processes deemed appropriate by the MPO or FDOT, including but not limited to site visits and limited scope audits. Palm Beach County Inspector General, FDOT, the State of Florida Chief Financial Officer, Comptroller or Auditor General, the FTA Administrator or the U.S. DOT or their authorized employees and representatives, and any agency thereof, shall have access to and RPC 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 MPO’s or RPC’s place of business.

Section 10. **Preparation of Documents, Certifications and Reports.** Should the MPO 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, RPC will cooperate and assist the MPO with the preparation of such.

Section 11. **No Agency Relationship.** Nothing contained in this Agreement or in any contract of the RPC’s shall create an agency relationship between the MPO and the RPC. Neither party shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other party, or its officers, employees, servants or agents. In addition, nothing contained herein shall be construed as a waiver of sovereign immunity by either party or a waiver of the liability limits set forth in Section 768.28, Florida Statutes.

Section 12. **FDOT Funded Project.**

A. This Agreement is funded in whole or in part with funds received from FDOT by the MPO. The expenditure of such funds is subject to the terms and conditions of a Joint Participation Agreement (JPA) between the MPO and the FDOT dated July 16, 2015 as it may be amended, replaced or revised from time to time. The RPC shall not perform any act, fail to perform any act or refuse to comply with MPO requests which would cause the MPO to be in violation of any term or condition of its JPA with FDOT or cause FDOT to refuse to approve a requisition or invoice for payment or reimbursement submitted by the MPO. RPC will immediately remedy any deficiency or violation found by the MPO upon notice of
such from the MPO, or alternatively, and in addition to any other right to terminate this Agreement, RPC may terminate this Agreement by providing written notice to the MPO. In the event of termination, the RPC will be paid by the MPO for services satisfactorily rendered through the effective date of termination; provided, that, no circumstance(s) exists which would limit or restrict the MPO’s obligation to pay, as set forth in this Agreement, including but not limited to those described in Section 7. The MPO’s obligation to pay the RPC is contingent upon the MPO’s receipt of funds from the FDOT for the purposes of this Agreement.

B. If any provision of this Agreement requires RPC to violate any federal, state or local law or regulation, RPC will at once notify the MPO 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 RPC for cause upon thirty (30) days written notice to the MPO’s representative. It may also be terminated, in whole or in part, by the MPO, with cause, immediately upon written notice to the RPC, and without cause and for the convenience of the MPO upon five (5) days written notice to the RPC. Notwithstanding the forgoing or anything in this Agreement to the contrary, termination by the MPO shall not become effective until written notice of termination has actually been received by the RPC at its address set forth in this Agreement or other address designated in writing by the RPC in a notice to the MPO. The RPC shall not be entitled to any anticipated lost profits on uncompleted work or other damages as a result of the MPO’s termination of this Agreement for convenience. The RPC shall be paid for services rendered to the MPO’s satisfaction through the date of termination except, if the RPC is in default the MPO shall have a right of set off against the amount that would otherwise be payable to the RPC to compensate the MPO for any actual damages suffered because of the RPC default(s). After receipt of a Termination Notice from the MPO, except as otherwise directed by the MPO, the RPC 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 RPC has obtained the MPO’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.

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 MPO’s Contract Representative.

Section 14. Claims/Damages. MPO and RPC each acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes, Section 768.28, the State of Florida’s partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or property damage caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee’s office or employment. MPO and RPC agree to
be responsible for all such claims and damages, to the extent and limits provided in Section 768.28, F.S., arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense that the parties may have under such statute, nor as consent to be sued by third parties. RPC agrees that neither the MPO nor FDOT shall be subject to any obligations or liabilities to any third party contractor, subcontractor or any other entity pertaining to any matter resulting from this Agreement. Notwithstanding the foregoing and to the extent permitted by law, RPC agrees to indemnify, defend and hold the MPO harmless from any claim, damage, loss, cost, charge or expense arising out of any act, error, omission or negligent act of RPC, its officers, employees, and agents, in the performance of this Agreement, except that RPC shall not be responsible for any act, error, omission or negligent act of the MPO or its officers or employees during the performance of this Agreement.

Section 15. Insurance. It shall be the responsibility of the RPC to provide evidence of the following minimum amounts of insurance coverage or legal liability protection:

A. RPC shall procure and maintain through the term of this Agreement, Worker’s Compensation & Employers Liability insurance up to the statutory limits specified in Section 440.02, Florida Statutes. The Worker’s Compensation insurance shall extend to all employees of the RPC and, if required by law, shall also extend to volunteers of RPC.

B. Without waiving the right to Sovereign Immunity as provided by Section 768.28, Florida Statutes, RPC and MPO agree that the limits of insurance coverage which the RPC is to procure and maintain through the term of this Agreement for Commercial General Liability and Business Automobile Liability shall be at least the coverage limits of $100,000 Per Person and $200,000 Per Occurrence or such monetary waiver limits as may, from time to time during the term of this Agreement, be set forth in the Florida’s sovereign immunity statute, which MPO recognizes as acceptable regarding General Liability and Automobile Liability. The RPC reserves the right to self-insure for the coverage limits set forth above.

C. Certificates of Insurance, evidencing that required insurance coverages have been procured by RPC and delivered to the MPO must be provided to the MPO’s Contract Representative prior to the RPC’s performance of any work under this Agreement. The RPC’s failure to provide evidence of coverage prior to the time RPC is to commence performance shall be grounds for the MPO’s cancellation or termination of this Agreement. If the RPC elects to self-insure during the term of this Agreement it shall provide evidence thereof in a form deemed satisfactory to MPO and have received MPO’s approval thereof prior to terminating RPC’s insurance coverage. The signed Affidavit or Certificate of Insurance evidencing the required Commercial General Liability insurance coverage shall contain an “additional insured endorsement” naming the Palm Beach Metropolitan Planning Organization, as an additional insured.

D. When obtaining new insurance, the RPC shall obtain Certificate(s) of Insurance containing a statement that unequivocally provides that not less than ten (10) days written notice to MPO will be given prior to cancellation of coverage thereunder. In the event RPC is unable to provide Certificate(s) of Insurance that satisfy the notice requirements of this paragraph, the MPO’s Executive Director may, on a case by case basis and for good cause shown (e.g., RPC is unable to furnish a certificate of insurance that complies in all respects with the notice requirements after diligently attempting to obtain such a certificate), waive or vary these notice requirements.
E. All insurance must be acceptable to and approved by MPO and Palm Beach County as to form, types of coverage, and acceptability of the insurers providing coverage.

Section 16. Personnel. RPC warrants that all professional services shall be performed by skilled and competent personnel to the highest professional standards in the field.

A. RPC 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 MPO nor shall they be considered as joint employees or volunteers of the MPO.

B. All of the services required hereunder shall be performed by the RPC or under its supervision, 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.

Section 17. 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, RPC 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 18. Discriminatory Vendor List. RPC 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 19. Criminal History Records Check. RPC shall comply with the provisions of Palm Beach County Ordinance No. 2003-030, the Criminal History Records Check Ordinance (Ordinance), if RPC’s employees or subcontractors are required under this Agreement to enter a critical facility as identified in Palm Beach County Resolution No. R-2003-1274. RPC 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 MPO agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, RPC shall be solely responsible for the financial, schedule, and staffing implications associated in complying with the Ordinance.

Section 20. E-Verify.

A. The MPO has agreements with FDOT which require the MPO 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 RPC’s employees and the employees of RPC’s subcontractors. Accordingly, RPC 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. RPC shall provide evidence that it and its subcontractors have so verified the employment eligibility of all employees to the MPO and FDOT on forms and in the manner required by the MPO.

B. RPC acknowledges that the MPO has received and will seek funds from FDOT, and that such funds may be used to pay RPC for the services it provides under this Agreement. RPC 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. RPC affirms to the MPO that it will not employ unauthorized aliens or take
any other act which may cause the MPO to be in violation of any term or condition of any agreement between the MPO and FDOT.

Section 21. Title VI – Nondiscrimination Policy Statement. During the performance of this Agreement, RPC agrees for itself, its assignees and successors in interest as follows:

A. Compliance with Regulations: RPC shall comply with the nondiscrimination regulations applicable to federally assisted programs of the U.S. Department of Transportation (hereinafter, “USDOT”) 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: RPC, 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 family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. RPC shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21, as they may be amended from time to time, of the Regulations, 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 RPC, 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 RPC of RPC’s obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

D. Information and Reports: RPC 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 Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration (FTA), Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of RPC is in the exclusive possession of another who fails or refuses to furnish this information, RPC shall so certify to the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of RPC’s noncompliance with the nondiscrimination provisions of this Agreement, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

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

F. Incorporation of Provisions: RPC shall include the provisions of paragraphs (A) through (E) of this section in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, or directives issued pursuant thereto. RPC shall take such action with respect to any subcontract or procurement as the
Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event RPC becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, RPC may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, RPC may request the United States to enter into such litigation to protect the interests of the United States.

G. The RPC 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. RPC 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. RPC shall report all grievances or complaints pertaining to its actions and obligations under this Article to the MPO.

Section 22. Conflict of Interest.

A. RPC 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. RPC further represents that no person having any such interest shall be employed to assist in the performance of this Agreement.

B. The RPC shall promptly notify the MPO’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 RPC’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 RPC may undertake and advise the MPO as to whether the association, interest, or circumstance would constitute a conflict of interest if entered into by RPC. The MPO may notify RPC of its opinion as to whether a conflict exists under the circumstances identified by the RPC. If, in the opinion of the MPO, the prospective business association, interest or circumstance would constitute a conflict of interest by the RPC, then the RPC shall immediately act to resolve or remedy the conflict. It the RPC shall fail to do so, the MPO may terminate this Agreement for cause.

C. The RPC shall not enter into any contract, subcontract, or arrangement in connection with the Work (also referred to as “Project,” “Scope,” or “Scope of Services”) or any property included or planned to be included in the Work, with any officer, director or employee of the MPO 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. RPC 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 MPO by any person, who at any time during the immediately preceding two (2) years, was an officer, director or employee of the MPO.

F. RPC 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 MPO during his tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 23. Independent Contractor Relationship. RPC 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 MPO. 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 RPC’s sole direction, supervision, and control. RPC shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects, RPC’s relationship and the relationship of its employees to MPO shall be that of an Independent Contractor and not as employees or agents of the MPO. RPC does not have the power or authority to bind the MPO in any promise, agreement, or representation.

Section 24. Assignment. Neither this Agreement nor any interest herein shall be assigned, subcontracted, conveyed, transferred, or otherwise encumbered, in whole or in part, by RPC without the prior written consent of MPO.

Section 25. Contingent Fees. The RPC warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for RPC, 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 RPC, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Section 26. 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. RPC agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the MPO, 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 RPC 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, RPC shall complete and submit Standard Form-LLL “Disclosure Form to Report Lobbying,” in accordance with its instructions or provide notification to the MPO in any other manner the MPO may allow.
C. RPC 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. RPC may not expend any funds received under this Agreement for lobbying the Florida Legislature or any agency of the State.

Section 27. **Application of Federal Requirements.** This Agreement is funded, in part, by funds made available by FTA. Additional terms and conditions are set forth in Exhibit "C" attached hereto and made applicable to RPC. RPC shall perform the duties and obligations described in Exhibit "C" and shall complete the representations and provide any information required therein.

Section 28. **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 RPC or MPO shall have any rights in this Agreement or any remedy against either the RPC or MPO 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 RPC to the MPO hereunder.

Section 29. **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 30. **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 31. **Captions.** The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 32. **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 33. **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 34. **Entirety of Agreement and Modifications.** MPO and RPC 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 35. **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 36. **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 MPO: Executive Director
Palm Beach Metropolitan Planning Organization 2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411

If to RPC: Executive Director
Treasure Coast Regional Planning Council
421 SW Camden Avenue
Stuart, FL 34994

Section 37. **No Intended Third Party Beneficiaries.** 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 MPO and RPC.

The remainder of this page is intentionally blank
IN WITNESS WHEREOF, the Palm Beach Metropolitan Planning Organization and the Treasure Coast Regional Planning Council have hereunto set their hands to this Agreement on this 17th day of September, 2015.

TREASURE COAST REGIONAL PLANNING COUNCIL

WITNESS:

By: __________________________________________
Chair
Signature

By: __________________________________________
Executive Director, TCRPC
Print Name

PALM BEACH METROPOLITAN PLANNING ORGANIZATION

WITNESS:

By: __________________________________________
Chair
Signature

Print Name

Approved as to Form and Legal Sufficiency

__________________________________________
County Attorney

Approved as to Terms and Conditions

By: _________________________________________
Executive Director, PBMPO
Exhibit “A”

SCOPE OF SERVICES

This exhibit forms an integral part of that certain agreement between Palm Beach Metropolitan Planning Organization and the Treasure Coast Regional Planning Council.

THE PROJECT

Land Use, Transportation, Planning and Facilitation Services

SCOPE OF WORK

The Treasure Coast Regional Planning Council (TCRPC) will assist the Metropolitan Planning Organization (MPO) with the development of planning, design, and implementation strategies to improve the relationship between land use and transportation and improve the delivery of transportation services and activities. This work may include coordination with the cities within Palm Beach County and transportation/transit agencies including Palm Tran, South Florida Regional Transportation Authority, Amtrak, and Florida Department of Transportation and other entities, as appropriate. The focus will include work on evaluation and implementation tools necessary to advance transit-oriented development patterns at transit stations and along transit corridors within Palm Beach County and in the context of the southeast Florida region. This work will also include a focus on alternative transportation modes, including greenways, trails, waterways, bicycle and pedestrian facilities.

These tools include master plan concepts, evaluation and development of comprehensive plans and land development regulations, financial and planning analyses, site plan development and reviews, and interagency coordination for the timing, funding, and review of potential projects and programs. TCRPC will be available as requested to work with local governments and local agencies, including existing and planned transit stations and corridors along the FEC, South Florida Rail Corridor/CSXT, and others in Palm Beach County. The work will include the advancement of multi-modal techniques where appropriate, such as complete streets, corridor master plans, multi-modal levels-of-service, mobility impact fees and capital improvements, and transit-oriented overlay zones and codes, and the facilitation of community planning activities, such as workshops, town hall meetings, and charrettes, with the participation of the affected local governments and agencies.

A general description of the types of work which may be performed is set forth below.

I. MULTI-MODAL PLANNING ASSISTANCE

a. Evaluate and provide recommendations for proposed multi-modal transportation districts, corridor master plans, transit corridors, and other regulatory and design mechanisms to encourage multi-modal networks, improved efficiency in the delivery of transportation services, and more successful land use/transportation relationships.

b. Assist in the creation of alternative concurrency mechanisms and transportation mobility measures, such as multi-modal levels of service, impact fees, and capital improvements programs as appropriate as well as funding mechanisms such as proportionate fair-share assessments and funding districts.
c. Assist in development of planning, financial, legal, and regulatory mechanisms to increase transit funding from federal, state, and other sources.

d. Assist in the planning, evaluation, design, and development of alternative transportation facilities including greenways, trails, waterways, bicycle, and pedestrian modes and their integration with vehicular facilities.

e. Participate on behalf of the MPO in meetings and events as requested for matters related to the MPO mission, including but not limited to the Long-Range Transportation Plan; the multi-modal transportation network; local or regional transit service; local government or agency activities; land development proposals; interagency projects and programs; public outreach, finance, and technical evaluations.

f. Assist in the development and implementation of MPO projects and programs, grant programs, interagency funding requests, and related activities.

g. Assist in the development of applications and support materials for MPO funding requests, grant and award programs, state and federal programs, and related activities to raise awareness of and provide funding for MPO priorities and activities.

II. PLANNING AND DESIGN ASSISTANCE FOR LOCAL GOVERNMENTS AND AGENCIES

a. Work with local governments and agencies to review and evaluate regulatory conditions, including land use and zoning designations, development activity and trends, and land use patterns located near existing or emerging transit stations and along transit corridors.

b. Evaluate Comprehensive Plan policies and land development regulations related to transit, TOD, multi-modal improvements, interconnectivity, and related issues and assist with recommended revisions as appropriate.

c. Provide assistance to local governments and agencies to improve the planning, implementation, evaluation, and funding of transportation projects and programs.

d. Review proposed development plans as related to the transportation network in Palm Beach County and provide planning and design recommendations related to mix of uses, building placement, multi-modal transportation, Complete Streets, transit interconnectivity, parking locations and quantities, open spaces, civic and cultural uses, and financial and other impacts.

e. Facilitate meetings with property owners, developers, city staff and officials, staff of other public agencies, and other interested parties.

f. Presentation of conceptual design plans for transportation and land use improvements to local governments, public agencies, citizens, and developers as
g. Conduct public presentations regarding matters related to the MPO mission, including multi-modal transportation facilities and systems, integrated land use/transportation planning, and related issues to MPO, local governments, other public agencies, other relevant entities, and the public as requested.

III. COMMUNITY PLANNING ACTIVITIES TO DEVELOP MULTI-MODAL CONCEPT PLANS

a. Conduct comprehensive analyses of planning, design and implementation issues for specific locations and improvements utilizing community planning methods (e.g., charrette process, town hall meetings, workshops) to develop concept plans, station area master plans, corridor plans, plans for multi-modal circulation, and other related plans and analyses.

FINAL WORK PRODUCTS

Deliverables: TCRPC shall provide the local governments and other involved agencies with the following deliverables as final work products:

1-1 Quarterly reports summarizing activities as related to tasks, including copies of evaluations and recommendations for local government and agency documents (e.g., regulatory, planning, financial documents); urban design documentation including concept plans, drawings and sketches; mapping analyses; regulatory language revisions; and other relevant plans and documents as appropriate.

1-2 Meeting summaries as related to tasks and requested activities, including listing of participants as appropriate, agendas, summary documents, and presentations.

1-3 Copies of documents, studies, reports, evaluations, and related materials developed in the execution of tasks as assigned.
### Exibit “B”
### TCRPC Hourly Rate Schedule

<table>
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<th>Hourly Rate</th>
<th>Indirect Cost Percentage</th>
<th>Hourly Rate including Indirect Cost</th>
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<td>Urban Design Director</td>
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<tr>
<td>DRI Coordinator / Administrative Supervisor</td>
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</table>
Exhibit “C”

FEDERAL TRANSIT ADMINISTRATION REQUIRED CONTRACT CLAUSES

A. No Government Obligation to Third Parties. RPC agrees, absent express written consent of the Federal Government, that the Federal Government is not a party to the contract and shall not be subject to any obligations or liabilities to any third party contractor, or any sub-recipient, or any other party pertaining to any matter resulting from this contract or purchase order. RPC agrees to include a similar provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.

B. Program Fraud and False or Fraudulent Statements. RPC acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, et seq., and U.S. Department of Transportation regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its activities in connection with this Agreement. Upon execution of this Agreement, RPC certifies and affirms the truthfulness and accuracy of any statement it has made, causes to be made, makes, or may make pertaining to the Agreement or the underlying FTA assisted project for which this Agreement or Work Order is being performed. In addition to other penalties that may apply, RPC acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on it to the extent the Federal Government may deem appropriate. RPC also acknowledges that if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with federal assistance authorized for 49 USC §5307, the Federal Government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n) (1), to the extent the Federal Government deems appropriate. RPC agrees to include the above stated provisions in each subcontract financed in whole or in part with federal assistance provided by the FTA. RPC shall not modify the above stated provisions except to identify the subcontractor who will be subject to the provision.

C. Federal Changes. RPC shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, as they may be promulgated or amended from time to time during the term of this contract. RPC’s failure to so comply shall constitute a material breach of this Agreement. RPC agrees to include the above stated provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.

D. Incorporation of Federal Transit Administration (FTA) Terms. This Agreement shall be deemed to include and does hereby incorporate by reference all standard terms and conditions required by the U.S. DOT and FTA, regardless of whether expressly set forth in this Agreement and include, but are not limited to, all of the duties, obligations, terms and conditions applicable to the Work as described in FTA Circular 4220.1F, and applicable federal law. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with any other provisions contained in this Agreement. RPC shall not perform any act, fail to perform any act, or refuse to comply with any requirement which would cause the MPO to be in violation of its JPA or any FTA terms and conditions applicable to this Project. RPC agrees to
include the above stated provision in each subcontract financed in whole or in part with FTA assisted funding.

E. Civil Rights. The following requirements apply to this Agreement:

1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC §6102, section 202 of the Americans with Disabilities Act of 1990, as amended, 42 USC §12132, and Federal transit law at 49 USC §5332, as each may be amended from time to time, RPC agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, RPC agrees to comply with all applicable federal implementing regulations and any other implementing requirements FTA may issue.

2. Equal Employment Opportunity: (a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e, and Federal transit laws at 49 USC §5332, RPC agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60, et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 USC §2000e note), and with any other applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. RPC agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

In addition, RPC agrees to comply with any implementing requirements FTA may issue.

(b) Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §623 and federal transit law at 49 USC §5332, RPC agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, RPC agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities. In accordance with section 102 of the Americans with

3. RPC also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only to identify the affected parties.

F. Disadvantaged Business Enterprises (DBE).

1. This Agreement is subject to the requirements of 49 CFR Part 26. As required by 49 CFR 26.13, RPC 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. RPC shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the performance of this Agreement. The MPO’s DBE program, as required by 49 CFR Part 26 and approved by 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.

2. Neither RPC 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 performance of this Agreement. RPC shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of the Work associated with this U.S. Department of Transportation (U.S. DOT) assisted contract. Failure by RPC 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 MPO deems appropriate which may include but is not limited to:

   a. Withholding monthly progress payments;
   b. Assessing sanctions;
   c. Liquidated damages, and/or
   d. Disqualifying RPC from future contracts as non-responsible.

3. RPC shall include the foregoing statement in each subcontract or sub-consultant contract it lets. In addition, RPC is encouraged to seek disadvantaged business enterprises (DBEs) for participation in subcontracting opportunities. The parties acknowledge that a contract goal has not been established for this Agreement.

G. Government-wide Debarment and Suspension. If this Agreement has a value of $25,000 or more, this procurement is a covered transaction for purposes of 49 CFR Part 29. As such, RPC is required to verify that neither it nor its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. RPC agrees to comply with and assures compliance of each third-party contractor and
sub-recipient at any tier, with 49 CFR 29, Subpart C, while its proposal, offer or bid is pending and throughout the period that any agreement arising out of such offer, proposal or bid is in effect. RPC further agrees to include a provision requiring such compliance in its subcontracts or any lower tier covered transaction it enters into.

H. **Clean Air.** The Clean Air requirements apply to all contracts exceeding $100,000, including indefinite quantities where the amount is expected to exceed $100,000 in any year. RPC agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401, et seq. RPC agrees to report each violation to the MPO and agrees that the MPO will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office. RPC further agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

I. **Clean Water.** If this Agreement is valued at $100,000 or more, RPC agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. RPC agrees to report each violation to the MPO and agrees that the MPO will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office. RPC also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

J. **Energy Conservation.** RPC agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

K. **Seat Belts.** RPC is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate RPC-owned, rented or personally operated vehicles, to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging, and to address each in every sub-agreement it enters into related to this Agreement. Specifically, RPC is encouraged to comply with: (a) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note; (b) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009; and (c) U.S. DOT provisions pertaining to Distracted Driving as set forth in said orders.
The major types of work to be performed include transportation planning activities identified in the Palm Beach Metropolitan Planning Organization’s Unified Planning Work Program (UPWP) including:

1. PROGRAM ADMINISTRATION
   Administration and Coordination
   Attend meetings, review agreements, provide training, prepare minutes and reports, coordinate UPWP tasks with participating agencies and prepare the draft FY 17-18 UPWP.

2. PUBLIC PARTICIPATION
   Create and distribute news releases, website postings, general information, newsletters, flyers and brochures. Maintain and update social media sites. Participate in the Public Participation subcommittees, seek input from groups including chambers, civic associations and neighborhood and business groups.

3. DATA COLLECTION
   A. Socio-Economic Data
      Develop socioeconomic projections for population and employment. Update and compile data into TAZs, assist the County and cities in the evaluation of alternative land use scenarios as needed, coordinate data collection and analysis from the County and the municipalities.

   B. Transportation System Usage Data
      Collect and summarize traffic count data, obtain ridership data for bus & shuttle routes, obtain boarding and alighting data by station, compile private transportation operators, air, rail freight, passenger rail, trucking, port, intermodal freight stats, update database of bicycle and pedestrian facilities.

4. TRANSPORTATION SYSTEMS PLANNING
   A. Regional Planning and Coordination
      Review and recommend project priorities, coordinate plans to ensure continuity at boundary lines and consistency with all modes. Assist with the regional Freight Plan as a component to the Regional LRTP. Coordinate w/FHWA, FTA, FDOT and others to transition to performance based planning, support FDOT in maintenance of SERPM, including model structure update, zonal data development, network updates, and accompanying documentation.

   B. Long Range Transportation Plan (LRTP)
      Assist in updating and amending the 2040 LRTP. Monitor performance based planning and programming to comply with MAP-21 regulations, evaluate access to essential services to identify transportation connectivity gaps, including traditionally underserved populations and monitor the adopted LRTP for changes due to socio-economic changes and requests for modifications.

   C. Transportation Improvement Program (TIP)
      Assist in amending the TIP in compliance with the LRTP, CMP, TDP and performance
measures. Identify capital and operating funds for the Transit Development Plan (TDP) in the Human Services Plan for inclusion in the TIP, create maps of major projects to identify communities benefitting and perform environmental justice evaluations. Evaluate applications for the Transportation Alternatives Program and any competitive funding made available from Surface Transportation Program (SU) Funds Review the FDOT Tentative Five-Year Work Program.

D. Bicycle Greenway and Pedestrian Planning
Prepare a pedestrian/bicycle safety plan. Promote bicycle use and safety at various community events throughout the County. Review roadway plans to ensure bicycle and pedestrian facilities are being properly incorporated. Review the non-motorized components of development projects. Develop comprehensive complete street guidelines within Palm Beach County. Develop prioritization process for non-motorized projects to be funded via LRTP categorical funding.

E. Public Transit Planning
Assist in development and updating of TDPs for Palm Tran and the SFRTA. Identify projects and programs to expand transit access and improve economic sustainability. Evaluate pedestrian and bicycle access to public transit and identify improvements. Assist Palm Tran in evaluation of service modifications and funding applications. Work with Palm Tran to identify locations (routes, stops and corridors) for enhanced transit shelters. Participate in development of the Tri-Rail Coastal Link project, including evaluation, planning, financing, phasing, and operations of various service alternatives.

F. Congestion Management Process
Identify areas and corridors where congestion occurs or may occur using a database of existing demand and anticipated growth in transportation usage based on land development activities. Review and update the Congestion Management Plan (CMP) to develop multimodal system performance measures and strategies. Identify performance measurements to evaluate level of service on roadways and public transit. Coordinate the CMP with the Broward and Miami-Dade CMP programs to address regional congestion.

G. Freight Planning
Participate in statewide freight committees and assist in preparing the Regional Freight Plan for southeast Florida and participate in Regional Freight Advisory Committee for southeast Florida. Develop prioritization process for freight projects to be funded via LRTP categorical funding. Participate and coordinate with the State’s Freight Mobility Trade Plan (FMTP). Review regional and state freight plans for consistency with LRTP and TIP.

H. Human Services Transportation Planning
Annually review and update the Transportation Disadvantaged Service Plan (TDSP). Provide support for the Transportation Disadvantaged Local Coordinating Board (TDLCB), including creation of agendas and minutes for quarterly meetings, and perform required reporting and financial monitoring. Coordinate activities with Palm Tran and Palm Tran CONNECTION for fixed route and paratransit services.

5. SPECIAL PROJECT PLANNING
A. Project Impact Review and Evaluation
Use the transportation modeling process to evaluate development impacts for large projects and perform special studies for proposed network changes. Evaluate change on the roadway network for impacts on adjacent facilities. Provide planning and technical
assistance to the Rural Areas of Critical Concern (RACEC) and Rural Economic Development Initiative (REDI) communities.

B. Localized Transportation Services and Studies  
Provide technical assistance in planning a community transit or alternative transportation service. Assist in planning and implementing new routes or service. Assist in refining routes or frequencies of existing routes. Assist FDOT with dissemination of the annual Discretionary Grant Program information.

C. Transportation and Land Use Planning  
Review of land use and development proposals to encourage use of alternative modes with primary focus on locations served by existing or planned premium transit. Promote transit use through densities, mixed land use and application of urban design principles in conjunction with transit services. Provide assistance to local municipalities for transit oriented development (TOD) planning.

D. South Florida Commuter  
Survey employees to determine existing mode split (drive alone, drive with 2+, ride transit, walk, bike, telecommute). Conduct an inventory of the bike and pedestrian accommodations. Identify projects and strategies to promote a decrease in drive-alone trips and increase the walk and bike score.

6. TRANSPORTATION PLANNING ACTIVITIES BY OTHER AGENCIES  
Monitor the Palm Tran and SFRTA Transit Development Plans (TDP) and the SFRTA Strategic Regional Transit Plan (SRTP). Work with the Regional Planning Councils to enhance the region’s strategic planning policy as it relates to transportation and land use regulations and processes.
The Palm Beach Metropolitan Planning Organization (MPO) is seeking professional consulting services for implementation of the Unified Planning Work Program.

October 23, 2015 - All proposals are to be in the MPO office by 5:00 PM.

October 30, 2015 - The selection team will prepare a short list of firms.

November 16, 2015 - The firms on the short list will provide oral presentations to the selection team.

December 7, 2015 - The recommended ranking will be presented to the MPO Board for approval to negotiate with highest ranked firms.

December 8th through 31st, 2015 – Staff will negotiate and execute a contract with two firms.

January 1, 2016 – Work begins.
RESOLUTION MPO 2015-

RESOLUTION APPROVING THE ANNUAL EVALUATION OF THE MPO EXECUTIVE DIRECTOR; REQUESTING COUNTY ADMINISTRATOR APPROVAL OF A SPECIAL SALARY INCREASE; PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Section 7 of the Interlocal Agreement for Staff and Services between Palm Beach County and the Palm Beach Metropolitan Planning Organization (MPO), “the MPO Executive Director shall be an employee of the County who serves under the day-to-day direction, supervision and control of the MPO Governing Board”; and

WHEREAS, the MPO Governing Board created a process to evaluate the performance of the executive director at its May 15, 2014 board meeting and amended the process and established a five member evaluation committee at its June 18, 2015 board meeting; and

WHEREAS, the FY 16 proposed budget for the County includes a 3 percent cost of living adjustment for all county employees; and

WHEREAS, the evaluation committee of the MPO Governing Board reviewed the performance of the Executive Director on August 18, 2015 and recommended approval of a special salary adjustment of 2 percent in addition to the budgeted cost of living adjustment; and

WHEREAS, any requests for salary modifications are subject to County approval; and

WHEREAS, the MPO has the financial resources to be responsible for the requested salary modifications and the modifications will not increase the County’s financial responsibility or liability.

NOW THEREFORE, BE IT RESOLVED BY THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION THAT:
1. The MPO Governing Board approves of the performance of the executive director and requests a special salary adjustment of 2 percent with an effective date of October 1, 2015. The special salary adjustment shall be in addition to the budgeted cost of living adjustment.

2. The Executive Director is authorized to submit a request to the County Administrator for the special salary increase.

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 Chairperson thereupon declared the Resolution duly adopted this _____ day of ______________________, 2015.

PALM BEACH METROPOLITAN PLANNING ORGANIZATION

By: ________________________________
   Chairperson

ATTEST:

By: ________________________________
   Executive Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

______________________________
   Assistant County Attorney
Published by the
Palm Beach Metropolitan Planning Organization (MPO)
in coordination with
Leftwich Consulting Engineers, Inc.

Adopted October 16, 2014
by the
Board of Directors
Palm Beach Metropolitan Planning Organization

As Amended September 17, 2015

The preparation of this report has been financed in part through grant(s) from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under the State Planning and Research Program, Section 505 of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.
Amendment #1: Extend the Express Bus via US-1 northern project limit to Indiantown Road and expand the project description to incorporate multimodal corridor improvements. In addition, update the estimated project cost (including the Jupiter Tri-Rail Extension) such that the Cost Feasible list remains fiscally constrained to the adopted revenue forecast budget.
2040 Cost Feasible Plan
Transit and Freight Component

LEGEND

Existing Facilities
- Tri-Rail Station
- Tri-Rail Route
- Amtrak Service at Existing Tri-Rail Station
- Park-N-Ride Facility
- Railroad Lines
- Passenger Intermodal Center & Expansion of Tri-Rail Parking Facility
- Palm Tran Bus Routes

Committed/Cost Feasible Facilities
- Tri-Rail Station with Park-N-Ride Facility
- Tri-Rail Route Expansion
- Regional Freight Rail (Miami to South Bay)
- Expansion of Existing Tri-Rail Parking Facility
- Amtrak Service
- Express Bus Service
- Amendment #1

Co-located All Aboard Florida Station
Tri-Rail Northern Layover Facility
Intermodal Logistics Center
Passenger Intermodal Center
Northwood Rail Crossover
Bus Facility Expansion
Annual List of
Priority Projects
FY 2017-2021

Adopted July 16, 2015

www.PalmBeachMPO.org/TIP
## Table 1. Major Highway, Transit and Freight Priority Projects and Funding (in $1M's)

<table>
<thead>
<tr>
<th>Rank</th>
<th>Proj. No.</th>
<th>Project</th>
<th>Location</th>
<th>Improvement</th>
<th>Total Cost</th>
<th>Funding Needed</th>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>FY 16</td>
<td>FY 17</td>
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<tr>
<td>1</td>
<td>2296643</td>
<td>SR 7</td>
<td>60th St to Northlake Blvd.</td>
<td>Construct new 4 lane road</td>
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<td>2</td>
<td>2296644</td>
<td>SR 7</td>
<td>Okeechobee Blvd. to 60th St</td>
<td>Widen from 2 to 4 lanes</td>
<td>$25.5</td>
<td>CST $25.5</td>
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<td>3</td>
<td>4193452</td>
<td>Southern Blvd / SR 80</td>
<td>L-8 Canal to W of Forest Hill</td>
<td>Widen from 4 to 6 lanes</td>
<td>$49.5</td>
<td>$5.2</td>
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<td>4</td>
<td>4279381</td>
<td>SR 7</td>
<td>Broward Co Line to Glades Rd</td>
<td>Construct buffered bike lanes, shared use pathways, transit shelters and turn lane improvements</td>
<td>$15.5</td>
<td>$2.6</td>
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<td>5</td>
<td>2331662</td>
<td>Glades Rd</td>
<td>SR 7 to Federal Highway</td>
<td>Construct Additional westbound lane from Airport Rd. to I-95, other turn lane extensions.</td>
<td>$5.7</td>
<td>$3.9</td>
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<td>6</td>
<td>4353431</td>
<td>FEC Railroad Crossings</td>
<td>Countywide</td>
<td>Capital for Safety/Quiet Zone infrastructure on FEC corridor</td>
<td>$9.1</td>
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<td>7</td>
<td>4297671</td>
<td>Tri Rail Support Facility</td>
<td>Northern Layover Facility</td>
<td>Construct new facility to enhance operation and maintenance of existing system, support Jupiter extension</td>
<td>$36.1</td>
<td>$4.0</td>
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<td>8</td>
<td>4170317</td>
<td>Tri Rail - New Service Extension</td>
<td>West Palm Beach to Jupiter</td>
<td>Extend commuter rail service onto the FEC corridor via the Northwood Crossover and construct 3 new stations – 45th Street, PGA Blvd, and Toney Penna Dr.</td>
<td>$75.0</td>
<td>$1.2</td>
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<td>9a</td>
<td>4347352</td>
<td>Palm Tran - Support Facility</td>
<td>Delray Beach: Congress Ave</td>
<td>Expand existing maintenance facilities</td>
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<td>PE $0.4</td>
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<td>9b</td>
<td>4347342</td>
<td>Palm Tran - Support Facility</td>
<td>West Palm Beach: Electronics Way</td>
<td>Expand existing maintenance facilities</td>
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<td>PE $0.2</td>
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<td>10</td>
<td>4304581</td>
<td>Tri Rail</td>
<td>East side of Military Tr 5 of Glades Rd</td>
<td>Construct second Tri Rail station in Boca Raton on CSX/SFR corridor</td>
<td>$18.5</td>
<td>$1.5</td>
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<td>11</td>
<td>2296584</td>
<td>Atlantic Ave</td>
<td>SR 7 to W of Lyons Rd</td>
<td>Widen from 2 to 4 lanes</td>
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<td>12</td>
<td>--</td>
<td>US 1</td>
<td>Camino Real Rd to WPB-Intermodal-Ct Indiantown Rd</td>
<td>Multimodal Corridor Study. New express bus service with associated multimodal corridor improvements</td>
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<td>13</td>
<td>--</td>
<td>Boutwell Road</td>
<td>Lake Worth Road to 10th Ave North</td>
<td>Widen from 2 to 3 lanes</td>
<td>$9.2</td>
<td>$9.2</td>
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Transportation Improvement Program

FDOT Roll Forward Report
Amendment #1
FY 2016-2020
September 2015

www.PalmBeachMPO.org/TIP

2300 North Jog Road • 4th Floor • West Palm Beach, FL 33411 • 561-684-4170

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 American with Disabilities Act or translation services for a meeting, free of charge, or for complaints, questions or concerns about civil rights, please contact: Malissa Booth at 561-684-4143 or email MBooth@PalmBeachMPO.org. Hearing impaired individuals are requested to telephone the Florida Relay System at #711.
### I-95/SR-9 AT WOOLBRIGHT BLVD (INTERIM INTERCHANGE) - Proj# 2319322

**Type of Work:** INTERCHANGE IMPROVEMENT  
**Lead Agency:** FDOT  
**LRTP#:** CH6-P10

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**Prior Years Cost:** 11,095,857  
**Future Years Cost:** 0  
**Total Project Cost:** 11,116,915

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### I-95 AT GLADES RD/SR 808 - Proj# 4124204

**Type of Work:** INTERCHANGE IMPROVEMENT  
**Lead Agency:** FDOT  
**New Project?:** Yes

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<th>2020</th>
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<td>I-95 AT</td>
<td><strong>Total</strong></td>
<td>43,385</td>
<td>416,500</td>
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<td>I-95 AT</td>
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<td><strong>Future Years Cost</strong></td>
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<td><strong>Total Project Cost</strong></td>
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### SR-80/SOUTHERN BLVD BRIDGES 930097 & 930098 - Proj# 4190131

**Type of Work:** BRIDGE REPLACEMENT  
**Lead Agency:** FDOT

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TIP 2016-2020 (April 6, 2015 Import) 4 Roll Forward/Amendment
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C-15 HIDDEN VALLEY CANAL RAIL BRIDGE - Proj# 4348731 | Length: 0.000 mi | Non-SIS* |
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| New Project?: Yes | Lanes (Existing/Improve/Add): 0/0/0 |
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| RRU | GMR | 213,195 | 0 | 0 | 0 | 0 | 213,195 |
| Total | | 426,391 | 0 | 0 | 0 | 0 | 426,391 |
| Prior Years Cost | 0 | Future Years Cost | 0 | Total Project Cost | 426,391 |

PALM BEACH COUNTY SECTION 5307 FORMULA FUNDS - Proj# 2357491 | Length: 0.000 mi | Non-SIS* |
<p>| Type of Work: CAPITAL FOR FIXED ROUTE | Lead Agency: FDOT |
| | Lanes (Existing/Improve/Add): 0/0/0 |
| CAP | FTA | 32,000,000 | 16,000,000 | 16,000,000 | 16,000,000 | 16,000,000 | 96,000,000 | 80,000,000 |
| Total | | 32,000,000 | 16,000,000 | 16,000,000 | 16,000,000 | 16,000,000 | 96,000,000 | 80,000,000 |
| Prior Years Cost | 182,980,562 | 498,980,562 | Future Years Cost | 0 | Total Project Cost | 278,980,562 |</p>
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An act relating to hazardous walking conditions; providing a short title; amending s. 1006.23, F.S.; revising criteria that determine a hazardous walking condition for public school students; revising procedures for inspection and identification of hazardous walking conditions; authorizing a district school superintendent to initiate a formal request for correction of a hazardous walking condition; authorizing a district school board to initiate a declaratory judgment proceeding under certain circumstances and providing requirements therefor; requiring a district school board to provide transportation to students who would be subjected to hazardous walking conditions; requiring state or local governmental entities with jurisdiction over a road with a hazardous walking condition to correct the condition within a reasonable period of time; providing requirements for a governmental entity relating to its transportation work program; providing requirements relating to a civil action for damages; providing that certain interlocal agreements that meet specified criteria are not prohibited under this section; amending s. 1012.45, F.S.; providing that a district school board may implement a safe driver toll-free telephone hotline for specified purposes;
Be It Enacted by the Legislature of the State of Florida:

Section 1. This act may be cited as "Gabby's Law for Student Safety."

Section 2. Section 1006.23, Florida Statutes, is reordered and amended to read:

1006.23 Hazardous walking conditions.—
(1) DEFINITION.—As used in this section, the term "student" means any public elementary school student whose grade level does not exceed grade 6.

(2) STATE CRITERIA FOR DETERMINING HAZARDOUS WALKING CONDITIONS.—
(a) Walkways parallel to the road.—
1. It shall be considered a hazardous walking condition with respect to any road along which students must walk in order to walk to and from school if there is not an area at least 4 feet wide adjacent to the road, not including drainage ditches, sluiceways, swales, or channels, having a surface upon which students may walk without being required to walk on the road surface. In addition, whenever the road along which students must walk is uncurbed and has a posted speed limit of 50 miles per hour or greater, the area as described above for students to walk upon shall be set off the road by no less than 3 feet from the edge of the road.

CODING: Words stricken are deletions; words underlined are additions.
2. The provisions of Subparagraph 1. does do not apply when the road along which students must walk:
   a. Is in a residential area which has little or no transient traffic;
      a. Is a road on which the volume of traffic is less than 180 vehicles per hour, per direction, during the time students walk to and from school; or
      b. Is located in a residential area and has a posted speed limit of 30 miles per hour or less.
   b. It shall be considered a hazardous walking condition with respect to any road across which students must walk in order to walk to and from school if:
      1. The traffic volume on the road exceeds the rate of 360 vehicles per hour, per direction (including all lanes), during the time students walk to and from school and if the crossing site is uncontrolled. For purposes of this subsection, an "uncontrolled crossing site" is an intersection or other designated crossing site where no crossing guard, traffic enforcement officer, or stop sign or other traffic control signal is present during the times students walk to and from school.
      2. The total traffic volume on the road exceeds 4,000 vehicles per hour through an intersection or other crossing site controlled by a stop sign or other traffic control signal, unless crossing guards or other traffic enforcement officers are
also present during the times students walk to and from school.

Traffic volume shall be determined by the most current traffic engineering study conducted by a state or local governmental agency.

(c) Crossings over the road.—It shall be considered a hazardous walking condition with respect to any road at any uncontrolled crossing site which students must walk in order to walk to and from school if:

1. The road has a posted speed limit of 50 miles per hour or greater; or

2. The road has six lanes or more, not including turn lanes, regardless of the speed limit.

(3) IDENTIFICATION OF HAZARDOUS CONDITIONS.—

(a) When a request for review is made by the district school superintendent with respect to a road over which a state or local governmental entity has jurisdiction or the district school superintendent's designee concerning a condition perceived to be hazardous to students in that district who live within the 2-mile limit and who walk to school, such condition shall be inspected jointly by a representative of the school district, and a representative of the state or local governmental entity with that has jurisdiction over the perceived hazardous location, and a representative of the municipal police department for a municipal road, a representative of the sheriff's office for a county road, or a

CODING: Words stricken are deletions; words underlined are additions.
representative of the Department of Transportation for a state road. If the jurisdiction is within an area for which there is a metropolitan planning organization, a representative of that organization shall also be included. The governmental representatives shall determine whether the condition constitutes a hazardous walking condition as provided in subsection (2). If the governmental representatives concur that a condition constitutes a hazardous walking condition as provided in subsection (2), the governmental entity with jurisdiction shall report that determination in writing to the district school superintendent, who shall initiate a formal request for correction as provided in subsection (4).

(b) If the governmental representatives are unable to reach a consensus, the reasons for lack of consensus shall be reported to the district school superintendent, who shall provide a report and recommendation to the district school board. The district school board may initiate a proceeding under chapter 86 seeking a determination as to whether the condition constitutes a hazardous walking condition as provided in subsection (2) after providing at least 30 days' notice in writing to the state or local governmental entity having jurisdiction over the road of its intent to do so unless, within 30 days after such notice is provided, the state or local governmental entity concurs in writing that the condition is a hazardous walking condition as provided in subsection (2) and provides the position statement pursuant to subsection (4).
proceeding is initiated under this paragraph, the district school board has the burden of proving such condition by the greater weight of evidence. If the district school board prevails, the district school superintendent shall report the outcome to the Department of Education and initiate a formal request for correction of the hazardous walking condition as provided in subsection (4). The district school superintendent or his or her designee shall then make a final determination that is mutually agreed upon regarding whether the hazardous condition meets the state criteria pursuant to this section. The district school superintendent or his or her designee shall report this final determination to the Department.

(4)(2) TRANSPORTATION; CORRECTION OF HAZARDS.—

(a) A district school board and other governmental entities shall work cooperatively to identify conditions that are hazardous along student walking routes to school, and a district school board shall that district school boards provide transportation to students who would be subjected to such conditions. Additionally, It is further intended that state or local governmental entities with having jurisdiction over a road along which a hazardous walking condition is determined to exist shall correct the condition such hazardous conditions within a reasonable period of time.
(b) Upon a determination pursuant to subsection (3) this section that a hazardous walking condition exists is hazardous to students, the district school superintendent board shall request a position statement with respect to correction of such condition determination from the state or local governmental entity with jurisdiction over the road. Within 90 days after receiving such request, the state or local governmental entity shall inform the district school superintendent regarding whether the entity will include correction of the hazardous walking condition in its next annual 5-year transportation work program hazard will be corrected and, if so, when correction of the condition will be completed. If the hazardous walking condition will not be included in the state or local governmental entity's next annual 5-year transportation work program, the factors justifying such conclusion must be stated in writing to the district school superintendent and the Department of Education regarding a projected completion date.

(c) State funds shall be allocated for the transportation of students subjected to a hazardous walking condition. However, such hazards, provided that such funding shall cease upon correction of the hazardous walking condition hazard or upon the projected completion date, whichever occurs first.

(5) CIVIL ACTION.—In a civil action for damages brought against a governmental entity under s. 768.28, the designation of a hazardous walking condition under this section is not admissible in evidence.
(6) INTERLOCAL AGREEMENTS.—This section does not prohibit a district school board and other governmental entities from entering into an interlocal agreement pursuant to s. 163.31777 that addresses the identification and correction of hazardous walking conditions, if such agreement:

(a) Implements the Safe Paths to Schools Program as provided in s. 335.066; or

(b) Establishes standards for the safety of students walking to school and procedures for identifying and correcting hazardous walking conditions that meet or exceed the standards and procedures provided in subsections (2), (3), and (4).

Section 3. Subsection (5) is added to section 1012.45, Florida Statutes, to read:

1012.45 School bus drivers; requirements and duties.—

(5) Each district school board may implement a safe driver toll-free telephone hotline for motorists or others who observe improper driving or operation by a school bus driver to report such violations to the district school board for investigation and corrective or disciplinary action by the school board.

Section 4. This act shall take effect July 1, 2015.
I. Background

Palm Beach County has a land area of approximately 1,970 square miles and an estimated population of 1,397,710, making it the second largest and third most populous county in Florida. As displayed below, the majority of Palm Beach County residents drive alone as a means of transportation to work. The Florida Department of Highway Safety and Motor Vehicles 2013 Traffic Crash Facts Annual Report ranked Palm Beach County third highest in the State of Florida for the total number of pedestrians (593) and bicyclists (519) injured. Furthermore, 35 pedestrians and 6 bicyclists were killed. It is important to reduce these numbers while promoting active transportation and community health.

![Pie chart showing transportation modes](chart.png)

**How do we get to work?**

- Drive Alone: 78.6%
- Work at Home: 10.4%
- Carpool: 5.8%
- Bicycle, Motorcycle, Taxi, or Other: 1.9%
- Public Transportation: 1.7%
- Walk: 1.6%

Source: American Community Survey 5-year estimates, 2009-2013
II. **Purpose**

The purpose of this Complete Streets Policy is to accommodate the safety and convenience of all surface transportation system users into the planning, design, and construction of state and federally funded transportation projects programmed through the Palm Beach Metropolitan Planning Organization (MPO)'s Transportation Improvement Program (TIP). Transportation system users are people of all ages and abilities including pedestrians, bicyclists, public transit users, children, older individuals, motorists, freight vehicles, and individuals with disabilities.

This Complete Streets Policy will follow the Transportation Hierarchy shown below, where pedestrians are considered first followed by bicycles, public transit, commercial vehicles, and finally single occupancy vehicles (SOVs). The objective of this approach is to create a connected network of facilities that accommodates each mode of travel in a manner consistent with and supportive of each local community. This policy recognizes that every trip begins and ends as a pedestrian and that all streets and users are different.
III. Policy Statement

The Palm Beach MPO aims to achieve a safe and convenient transportation network by implementing Complete Streets within the context of our county’s diverse communities. The Palm Beach MPO will seek to promote Complete Streets by prioritizing the funding of Complete Street infrastructure projects, providing educational opportunities; and encouraging local jurisdictions to adopt and implement local Complete Streets policies.

This Complete Streets Policy is consistent with the Palm Beach MPO’s adopted Long Range Transportation Plan (LRTP) goals, objectives, and values. Specifically, the LRTP seeks to:

- Improve the safety and security of the transportation system for all users.
- Maximize the efficiency of the existing system before expanding.
- Provide multimodal access to areas with low income and/or traditionally underserved populations.
- Support context-sensitive implementation of complete street principles in or near identified redevelopment areas or urban centers.
- Support economic growth and development through projects consistent with local comprehensive plans and with minimal environmental impacts.
- Prioritize non-motorized facilities at all transit hubs, interchanges, bridges, and railroad crossings.
- Invest in an efficient, convenient and attractive mass transit system.

To evaluate the effective implementation of the policy, the following measurable objectives will be monitored:

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<th>2040 Target</th>
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Notes: 1. Current values obtained from Florida Dept. of Hwy Safety and Motor Vehicles, 2013 Annual Report
2. Current values obtained from American Community Survey 5-year estimates, 2009-2013
IV. Implementation

Applicability

The Palm Beach MPO Complete Streets Policy shall apply to all state and federally funded transportation projects that are included in the Palm Beach MPO’s TIP. Projects that are exempt from the policy include:

- Intelligent Transportation System (ITS)
- Safety and Educational Programs
- Planning Studies
- Projects located on a facility that prohibits bicyclists or pedestrians AND transit does not operate on, nor is planned to, for the next 15 years.

Locally funded projects are encouraged to comply with this policy or a similar locally adopted Complete Streets Policy.

Process

Projects seeking inclusion on the MPO Priority Project List, which are not exempt as defined above, will be required to document how the needs of all users are accommodated by the project. Applications will be scored and prioritized for inclusion in the TIP based on their ability to demonstrate how the project will improve the transportation network’s safety and convenience for all users, following the Transportation Hierarchy illustrated above and the goals, objectives, and values in the adopted LRTP. In addition, the MPO will encourage local jurisdictions to adopt a local Complete Streets policy and actively seek to provide Complete Streets educational opportunities.
August 27, 2015

Mr. Bruce Bastian  
2300 Florida Blvd.  
Delray Beach, FL 33483  

Re: Palm Beach Metropolitan Planning Organization (MPO) Citizen’s Advisory Committee (CAC) Membership  

Dear Mr. Bastian:  

After reviewing the attendance records of the Palm Beach MPO Citizen’s Advisory Committee, staff noted that you have not attended a meeting since April 2015 and have accumulated three consecutive unexcused absences on May 8th, June 3rd, and July 1st.  

Section 2.03 of the CAC Bylaws that state:  

“When a member has accumulated two (2) consecutive unexcused absences, the member and the MPO Board will be notified in writing that another absence will result in removal from the committee. Upon the third absence, a letter stating the member has been officially removed from the committee will be forthcoming with notification to the MPO Board. Said member may request reinstatement to the committee by submitting a letter of request to the MPO Director. Reinstatement is subject to approval by the MPO Board.”  

Therefore, this letter serves as official notice of your membership withdrawal from the committee pursuant to the CAC Bylaws. This letter will be provided to the MPO Board at the September 17, 2015 Board meeting, informing them of your status.  

If you have any questions, please do not hesitate to contact me at 561-684-4114.  

Sincerely,  

Luke Lambert  
Citizen’s Advisory Committee Liaison
September 2, 2015

Ms. Ingrid Allen, Senior Planner
City of Boca Raton
201 W. Palmetto Park Road
Boca Raton, FL 33432-2795

Subject: Palm Beach Metropolitan Planning Organization (MPO) Technical Advisory Committee (TAC) Membership

Dear Ms. Allen:

After reviewing the attendance records of the Palm Beach MPO Technical Advisory Committee, staff noted that you have not attended a meeting since June 2015 and have accumulated two consecutive unexcused absences on July 1st, and September 2nd.

Section 2.03 of the TAC Bylaws that state:

"When a member has accumulated two (2) consecutive unexcused absences, the member and the MPO Board will be notified in writing that another absence will result in removal from the committee. Upon the third absence, a letter stating the member has been officially removed from the committee will be forthcoming with notification to the MPO Board. Said member may request reinstatement to the committee by submitting a letter of request to the MPO Director. Reinstatement is subject to approval by the MPO Board."

Therefore, this letter serves as official notice that your membership is in jeopardy of being withdrawn from the committee pursuant to the TAC Bylaws. This letter will be provided to the MPO Board at the September 17, 2015 Board meeting, informing them of your status.

If you have any questions, please do not hesitate to contact me at 561-684-4170.

Sincerely,

Nick Uhren,
Executive Director

c: Leif J. Ahnell, C.P.A., C.G.F.O, City Manager
    Jim Bell, Acting Deputy Development Services Director
Federal Highway Administration
Florida Division Office
3500 Financial Plaza, Suite 400
Tallahassee, Florida 32312
(850) 553-2201
www.fhwa.dot.gov/fldiv

Federal Transit Administration
Region 4 Office
230 Peachtree St, NW, Suite 1400
Atlanta, Georgia 30303
(404) 865-5600

August 31, 2015

The Honorable Susan Haynie
Palm Beach Metropolitan Planning Organization Chair
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2749

Subject: Federal Certification of the Miami Urbanized Area Transportation Management Area – Palm Beach Metropolitan Planning Organization Planning Process

Dear Mayor Haynie:

Federal law requires the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) to review and certify the planning processes for large Metropolitan Planning Organizations (MPO) every four years. The previous FHWA/FTA Certification action on the Miami Urbanized Area Transportation Management Area was completed in August 2011.

Over the past few months, FHWA and FTA staff has worked with the Palm Beach MPO staff to compile and review current documents and recent planning processes of the MPO. A site visit was conducted on May 6-7, 2015 to review and discuss this information. This review determined that the Palm Beach MPO continues to satisfy the provisions for metropolitan transportation planning substantially meeting the requirements of 23 CFR Part 450 subject to satisfying any corrective actions that may be identified. This Certification will remain in effect until August 2019.
The Federal review team will prepare and issue a report within the next two months that will include detailed findings, recommendations and any corrective conditions that may apply. If you have any questions regarding the certification review process, please contact either Stacie Blizzard, FHWA at (850) 553-2223 or by email at Stacie.Blizzard@dot.gov or Keith Melton, FTA at (404) 865-5614 or by email at Keith.Melton@dot.gov.

Sincerely,

James Christian, P.E.
Division Administrator
Federal Highway Administration

Yvette G. Taylor, PhD
Regional Administrator
Federal Transit Administration

cc:  Mr. Nick Uhren, Palm Beach MPO
     Mr. Keith Melton, FTA (Region 4)
     Mr. Carey Shepherd, FHWA
     Ms. Arlene Tanis, FDOT (District 4)
     Mr. Carl Mikyska, MPOAC (MS-28B)
     Ms. Yvonne Arens, FDOT, (MS-28)
     Mr. Sean Santalla, FDOT (MS-28)