1. REGULAR ITEMS
   A. Roll Call
   B. Prayer
   C. Pledge of Allegiance
   D. MOTION TO ADOPT Agenda for December 7, 2015
   E. MOTION TO APPROVE Minutes for October 15, 2015
   F. Comments from the Chair
   G. Executive Director’s Report
   H. MOTION TO APPROVE Consent Agenda Items

   1. Resolution approving MPO Board Member Travel to MPOAC Meetings and MPOAC Weekend Institute

      The Staff Services Agreement with the County dictates that “All travel by MPO Governing Board members shall be approved by the MPO Governing Board.” Approval of this item authorizes the MPO to reimburse travel expenses incurred for one Board member to attend the MPOAC Quarterly Governing Board Meetings and for one Board member to attend each session of the MPOAC Weekend Institute. The draft resolution is attached.

   2. Appointment renewals to the Technical Advisory Committee (TAC)

      Pursuant to Section 1.02 of the bylaws, "Members shall serve at the pleasure of the MPO Board for a three year term. Members may be reappointed by the MPO Board and are not required to submit an updated letter of request or resume." Approval of the following current members would extend their term to December 2018.
• Mr. Kenny Wilson as representative and Ms. Janelle St. Ange as Alternate for the Palm Beach County Health Department

• Ms. Natalie Crowley as representative and Mr. Todd Engle and Ms. Dawn Sonneborn as Alternates for the City of Palm Beach Gardens

• Mr. Terrence Bailey as representative of the City of Riviera Beach.

3. Reinstatement of Mr. Bruce Bastian to the Citizens Advisory Committee (CAC):

   Mayor Cary Glickstein is requesting the reinstatement of Mr. Bruce Bastian to the CAC. The request letter is attached.

4. Appointment of Mr. Motasem Al-Turk (representative) and Mr. Giridhar Jeedigunta P.E., PTOE (alternate) to the TAC

   Palm Beach County Traffic Engineering is requesting the appointment of Mr. Motasem Al-Turk, P.E., Ph.D., as the representative and Mr. Giridhar Jeedigunta P.E., PTOE, as the alternate on the Technical Advisory Committee. The request memorandum is attached.

5. Appointments to the Transportation Disadvantaged Local Coordinating Board (TDLCB):

   Florida Agency for Health Care Administration/Medicaid is requesting the appointment of Ms. Maria Hernandez as representative and Ms. Marielisa Amador as the alternate on the TDLCB. The request letter and supporting resumes are attached.

   Department of Children and Families is requesting the appointment of Mr. W. Clay Walker as representative on the TDLCB. The request and supporting resumes are attached.

6. New one (1) year Professional Services Agreement with Frankel Interactive in an amount not to exceed $13,000 to provide website support and create a mobile friendly version of the website. The draft agreement is attached.

7. Resolution to authorize MPO participation in US DOT's Mayor's Challenge for Safer People/Safer Streets to promote safe and convenient streets for all modes of transportation and users, including pedestrians, motorists, bicyclists, and transit riders of all ages and abilities. The draft resolution is attached.

I. General Public Comments

   General comments will be heard prior to consideration of the first action item. Public comments on specific agenda items will be heard following the presentation to the MPO Board. Please complete a Comment Card which is available at the welcome table and limit comments to three minutes.
2. **ACTION ITEMS**

A. **MOTION TO APPROVE** a new three (3) year General Planning Consultant Agreement with Kittelson & Associates, Inc. in an amount not to exceed $900,000 ($300,000/yr) to provide assistance with Unified Planning Work Program tasks.

   The draft agreement is attached.

B. **MOTION TO APPROVE** a new three (3) year General Planning Consultant Agreement with Kimley-Horn and Associates, Inc. in an amount not to exceed $900,000 ($300,000/yr) to provide assistance with Unified Planning Work Program tasks.

   The draft agreement is attached.

C. **MOTION TO APPROVE** the MPO Governing Board Bylaws

   The attached draft MPO Bylaws would replace the current Bylaws that have been in place since 1986. The amended Bylaws would create a Second Vice Chair and a standing Executive Committee consisting of five (5) Board members including the Chair, Vice-Chair and Second Vice Chair and two other members of the Board. The current bylaws are also attached for reference.

D. **MOTION TO ELECT** 2016 officers for the MPO Governing Board

   Pursuant to the bylaws, the MPO shall elect annually a Chair, a Vice Chair, a Deputy Vice Chair and two executive committee members who shall serve for the 2016 calendar year. The Chair must have served as a representative for a minimum of one year prior to taking office. All officers must have completed the MPOAC Institute training program for elected officials, attended a national Association of MPOs (AMPO) Conference, or received similar training. The training criteria can be waived by majority vote of the MPO Governing Board.

   Mayor Susan Haynie is the current Chair and Vice Mayor Hal Valeche is the current Vice Chair. The current executive director evaluation committee members are Mayor Mary Lou Berger, Commissioner Steve Wilson and Commissioner Shanon Materio.

E. **MOTION TO APPROVE** representatives for the Southeast Florida Transportation Council

   The Southeast Florida Transportation Council (SEFTC) was created in 2006 by interlocal agreement of the three MPOs in the Miami Urbanized Area (Miami-Dade, Broward, and Palm Beach) to carry out regional transportation planning activities. Pursuant to that agreement as amended in 2009, each MPO must designate a representative to the Council and may designate an alternate.

   Mayor Susan Haynie is the current representative and Commissioner Keith James is the current alternate.

F. **MOTION TO APPROVE** representatives to the Florida MPO Advisory Council Governing Board

   The Florida MPO Advisory Council (MPOAC) is comprised of representatives from the 27 MPOs throughout the state. The MPOAC serves as a forum for common issues and activities among the MPOs, establishes annual legislative
positions and facilitates communication with FDOT central office, the Federal Highway Authority (FHWA) and the Federal Transit Authority (FTA).

MPOAC bylaws indicate that “Each MPO or TPO shall appoint one (1) representative and one (1) alternate representative to serve on the MPOAC Governing Board. The term for a representative and an alternate representative shall be from January 1st to December 31st of each calendar year.”

Mayor Susan Haynie is the current representative and former Councilor Wendy Harrison is the current alternate representative.

G. MOTION TO APPROVE the Palm Beach County portion of the Regional Greenways and Trails Plan

The attached plan identifies a system of existing and proposed greenways and trails that seek to establish a connected, integrated regional network. The plan is intended to serve as a guide for the MPO and others for prioritizing and advancing projects over time. The plan focuses on three facility types:

- Multi-Use Paved Trails ≥ 10-ft in width, used by pedestrians and cyclists
- Multi-Use Unpaved Trails ≥ 10-ft in width, used by pedestrians, cyclists, and equestrians
- Unpaved Hiking Trails ≥ 5-ft in width, used by pedestrians exclusively

The Palm Beach County Greenways and Trails map is attached. The regional plan and associated maps are also included for informational purposes.

H. MOTION TO APPROVE the Local Initiatives (LI) Program Guidelines and Scoring System

Directions 2040 created the Local Initiatives Program to be funded primarily with the MPO’s suballocation of federal Surface Transportation Program funds. This program provides an annual, competitive application process to identify and fund the best non-regionally significant, lower-cost transportation projects that our communities want and our economies need. In order to create a more streamlined and transparent process, staff is recommending the attached 2016 program guidelines and scoring system. Staff recommendations include improvements to the application and required documents, scoring evaluation criteria, and application handling process by switching to an online submission form. The program guidelines and scoring system are attached.

I. MOTION TO APPROVE the Transportation Alternatives (TA) Program Guidelines and Scoring System

Established by MAP-21 the federal Transportation Alternatives Program is a cost-reimbursement program where projects are selected by the MPO. In order to create a more streamlined and transparent process and to better align project scoring with Directions 2040 goals, objectives and values, staff is recommending the attached 2016 program guidelines and scoring system. Staff recommendations include improvements to the application and required documents, scoring evaluation criteria, and application handling process by switching to an online submission form. The program guidelines and scoring system are attached.
3. INFORMATION ITEMS

A. Complete Streets Presentation

National Complete Streets Coalition instructor, Ryan Snyder, will provide an overview presentation on Complete Streets with an opportunity for questions and answers.

B. Transit Planning Activities Update

MPO staff will present on:

- Transit App, a smart phone app to access real time transit services, Uber cars and bike share stations
- Remix Software, a web based system recently acquired jointly with Palm Tran to evaluate changes to fixed route bus service, and
- Commuter Challenge, an opportunity in March 2016 to compete against other agencies, companies, etc. for most miles commuted without driving alone.

C. State Road 80 Action Plan

FDOT staff and their consultant will present on the SR 80 project, a study of the 45-mile Strategic Intermodal System (SIS) corridor from US 27 to I-95 aimed at maintaining a safe and efficient transportation system that accommodates all users and modes and is well integrated with the land uses in the study area. The final plan will ultimately recommend actions to be taken by FDOT, local governments, and other stakeholders to protect and enhance the corridor and identify improvements necessary to bring the roadways to SIS standards within a 20-year planning horizon. A project overview is attached.

D. Southeast Florida Transportation Council (SEFTC) Regional Transportation Plan

On October 27, 2015, SEFTC adopted the 2040 Regional Transportation Plan. The plan was developed in coordination between the three MPOs and is consistent with each MPO’s locally adopted LRTPs and desire to move the entire Southeast Florida region toward an agreed-upon transportation vision. The regional consultant will present and overview of the plan. The full regional plan can be viewed at http://www.palmbeachmpo.org/RTP

E. MPO Board Retreat Schedule – January 21, 2016

In lieu of the January 21, 2016 MPO Board meeting, Board members are invited to participate in a rolling retreat according to the attached draft schedule. Review of the draft schedule is requested.
4. **ADMINISTRATIVE ITEMS**
   A. Member Comments
   B. Next Meeting – January 21, 2016 – Board Retreat
   C. MOTION TO ADJOURN

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**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.
MPO BOARD MEMBERS

CHAIR
Mayor Susan Haynie
City of Boca Raton

Deputy Mayor Robert Weinroth
City of Boca Raton

Boca Raton Alternate: Vacant

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

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

Mayor Samuel J. Ferreri
City of Greenacres
Alternate: Deputy Mayor Jonathan Pearce

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

Mayor Pro Tem Joni Brinkman
Village of Palm Springs
Alternate: Vice Mayor Douglas Gunther

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

VICE CHAIR
Vice-Mayor Hal Valeche
Palm Beach County

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:
Commissioner Shelly Vana
Commissioner Paulette Burdick

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

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

Councilman Matt Willhite
Village of Wellington
Alternate: Councilwoman Anne Gerwig

Commissioner Keith A. James
City of West Palm Beach

Commissioner Shanon Materio
City of West Palm Beach

West Palm Beach Alternate:
Commissioner Paula Ryan

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

Vice-Mayor Mary Lou Berger
Palm Beach County
1. **REGULAR ITEMS**

Chair Haynie called the meeting to order at 9:01 a.m.

1.A. **Roll Call**

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


1.C. **Pledge of Allegiance**

1.D. **ADOPTED**: Agenda for October 15, 2015

MR. UHREN requested that Item 1.H.5 be added to the agenda.

**MOTION to adopt the agenda as amended.** Motion by Commissioner Taylor, seconded by Commissioner Berger, and carried unanimously. Mayor Jablin, Councilman Guyton and Mayor Glickstein were absent.

1.E. **APPROVED**: Minutes for September 17, 2015

**MOTION to approve the Minutes for September 17, 2015.** Motion by Commissioner Berger, seconded by Commissioner Richards, and carried unanimously. Mayor Jablin, Councilman Guyton and Mayor Glickstein were absent.

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

Chair Haynie said that:

- A copy of the FTP SIS visioning element document that highlights all the transportation needs of the entire state of Florida from a high level view has been distributed to each member.
1.G. Executive Director’s Report

Mr. Uhren reported as follows:

- Welcomed Royal Palm, Greenacres and Palm Springs as new members to the MPO Board. The Interlocal Agreement facilitating this addition has now been fully executed.

- A map of the MPO’s adopted FY 16-20 TIP was created by Luke Lambert and presented to members of the Board. An online version of the map is available for viewing at PalmBeachMPO.org/TIP.

- On October 15, Sam Ferreri, Mayor Pro Tem Joni Brinkman, Kim Delaney and he presented to the Palm Beach County Planning Congress about complete streets, the Local Initiatives Program and the priority projects being funded by the MPO.

- Valerie Neilson, Transit Coordinator of the MPO attended the American Public Transportation Association conference. Deputy Mayor Weinroth, Renee Cross and he would be attending the AMPO conference on the week of October 19. Fran Taylor of the MPO would be attending the Rail-Volution conference on the week of October 26 and Mayor Haynie and he would be attending the Emerald Coast Transportation Symposium in northwest Florida.

- A Complete Street Workshop item is scheduled for December 7 agenda and on December 8 from 9 a.m. to 5 p.m., the MPO will host a day-long complete street workshop. Formal invitations will be sent out soon.

- The MPO’s GPC advertisement has been posted and proposals are due to the MPO by 5 pm on October 23. We will be selecting two consultant teams to support our planning efforts and hope to bring the contracts to you for approval at the December MPO meeting.

- A second annual MPO rolling retreat for January (in lieu of the January MPO Board meeting) is being planned. The retreat will be focused on northern Palm Beach County. Suggestions are welcome regarding places to see or projects to visit.

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

1. Membership for the Village of Palm Springs and the Village of Royal Palm Beach on the MPO’s Technical Advisory Committee (TAC).

2. Appointment of Mr. Richard J. Reade as the representative and Ms. Kim Glas-Castro as the alternate for the Village of Palm Springs on the TAC. The request letter is attached.

3. Appointment of Mr. Christopher Marsh as the representative and Mr. Bradford O’Brien as the alternate for the Village of Royal Palm Beach on the TAC. The request letter is attached.

4. Appointment of Mr. Richard Gonzalez on the MPO’s Citizens Advisory Committee (CAC) as nominated by Commissioner Abrams. The request and resume are attached.
5. Travel expense reimbursement for MPO chair to attend as a presenter at the Emerald Coast Transportation Symposium.

MOTION to approve the consent agenda as amended to include item 1.H.5. Motion by Commissioner Berger, seconded by Commissioner Weinroth, and carried unanimously. Mayor Jablin, Councilman Guyton and Mayor Glickstein were absent.

1.I. General Public Comments and Public Comments on Action Items

Jim Smith with Safety as Floridians Expect (SAFE) thanked Valerie Neilson and Anie Delgado for their presentations on Complete Streets and Hazardous School Walking Conditions at last month’s meeting. He presented on Safe Routes to School (SRTS).

2. ACTION ITEMS

2.A. APPROVE the FDOT FY17-21 Draft Tentative Work Program

MR. UHREN introduced Ms. Stacy Miller, Director of Transportation Development for FDOT District 4, who provided update on the state of the Department and Ms. Leslie Wetherell, the Program Administrator for FDOT District 4 who answered questions relating to specific projects.

MS. MILLER reported that a great deal has been achieved since the last work program. She advised that the landscape design at the Palm Beach International Airport and the US1 project from 13th Street to Silver Beach Road in Riviera Beach has been completed. She added that other projects, such as the safety improvement project on SR 80 is expected to be completed in January, 2016, the Spanish River Interchange and the Flagler Memorial Bridge is progressing.

MS. MILLER presented that District 4 is continuing its safety focus and has adopted a complete streets policy and has worked with a number of partners who have assisted in the adjustments of FDOT’s design standards, for example from a 12-ft to 11-ft lane width and new 7-ft buffered bike lane. Additionally, FDOT has adopted several initiatives regarding bicycle/pedestrian safety.

She commented on the legislative session and advised that the only noted change was the reduction of documentary stamp revenue to the state’s transportation trust fund to implement Amendment 1 from the November 2014 election. This reduction was offset in part by an increase in the initial vehicle registration fees; the net result was a statewide reduction of $92M to the trust fund.

MR. UHREN reviewed the timeline leading up to development of the FY17-21 draft tentative work program, updated the status of MPO Priority Projects, summarized the FY 17 Construction Projects and highlighted significant changes between the adopted Transportation Improvement Program and the new draft program.

He noted that funding expectations from the LRTP and the MPO’s Funding Resolution had been honored and that MPO Major Projects, Local Initiatives and Transportation Alternatives projects were all advanced by the draft program.

As regards the Turnpike, MR. DAVID MARIN responded to questions advising that there are currently four (4) resurfacing projects under the work program, but there are no new interchanges being considered at this time.
The following public comments were heard:

Rick Fignar, Resident of the Acreage spoke in support of the SR 7 expansion based on the population in that area.

Mayor Jeri Muoio, Mayor of the City of West Palm Beach spoke against the expansion of SR 7 because of the threat of contamination to the city’s water supply.

Claudia McKenna, Lake Worth Road spoke against the expansion of SR 7 because of threat to the natural environment and water supply. She requested that the SR 7 project be removed from the work program.

George Singer, Representative of the Baywinds HOA opposed the SR 7 expansion. He advised that their main concern is keeping their water supplies safe from contamination.

Jay Foy, District Engineer for Indian Trail Improvement District spoke in favor of the SR 7 Expansion. He advised that if the road is not built, traffic will continue and accidents will increase.

Rafe Petersen of Holland and Knight Attorneys-at-Law, Washington DC represented the City of West Palm Beach in its opposition to the SR 7 expansion. He advised that 3 federal resource agencies have expressed their concerns about this project and FDOT should take note of this.

Roger Sims of Holland and Knight Attorneys-at-Law, represented the City of West Palm Beach in its opposition to the SR 7 expansion. He advised that moving the funds for this project to FY 17 is unrealistic as permits have not yet been issued and there is no guarantee that it will be.

Kimberly Rothenburg on behalf of the City of West Palm Beached opposed the SR 7 expansion. She advised that negative impact of the SR 7 expansion is not only a West Palm Beach issue, but an environmental issue.

Lisa Interlandi, attorney representing the Florida Wildlife Federation and The Sierra Club opposed the expansion due to the significant impacts on wetlands, water supplies and endangered species. She added that building roads over natural roads is an archaic process and billions of dollars are now being spent to remedy this.

Sal Faso, President of the North County Neighborhood Coalition opposed the SR 7 expansion. He highlighted propositions made by Ibis to FDOT to assist in alleviating potential traffic problems that were not considered. He advised that FDOT’s lack of attention has resulted in gates, security systems and cabling being relocated.

Bob Diffenderfer, representative for the Western Communities Council supports the advancement of funds to the SR 7 expansion projects. He acknowledged the EPA’s letter and opined that the letter contained some inaccuracies that the Army Corps of Engineer will illuminate as time progresses.

Alan Ballweg, Resident of the Acreage requested inclusion of a noise abatement wall along the SR 7 extension project.
Michelle Damone, Western Communities Council supports the expansion of the SR 7 expansion and commends FDOT/MPO for viewing this project as a priority and advancing the funds for it. She commented that this road needs to be constructed for the safety and welfare of the taxpaying citizens who live in the western communities.

Jeff Hmara, Councilman of Royal Palm Beach supports the SR 7 expansion project. He commented that the EPA letter is a routine letter and is part of the process.

Megan Jacques, Resident of the Acreage supports the SR 7 expansion and thanked FDOT for moving the funds to FY2017 as the acreage has been waiting for this road for the last 20 years. She commented that the residence of the acreage needs an evacuation route in the event of wildfires and natural disasters.

George Webb, County Engineer spoke on behalf the Board of County Commissioners. He advised information was submitted as part of the public hearing process at the last Board meeting and the vote was 6-1 to support the project and movement of the project to FY17. He commented that FDOT will ensure that the roadway is constructed to meet the environmental concerns and issues and he strongly supports the continuation of this project and prioritizing it in the work program.

Gary Alexander, Attorney representing his wife and himself. He is opposing the SR 7 as their home is nearby a lake that would be adversely affected by this project.

COMMISSIONER KEITH JAMES shared his concerns on the advancement of funds for the SR 7 extension to FY17, especially in light of the fact that permits have not yet been issued. He gave an extensive report of the background of the SR 7 issue and urged the Board on behalf of the City of West Palm Beach to remove the project from the draft work program or alternatively, reject moving the SR 7 funding to FY17.

Several board members discussed the SR 7 extension and asked questions about other projects included in the draft work program which were addressed by Leslie Wetherell, Stacy Miller, Nick Uhren.

MOTION to approve the FDOT FY 17-21 Draft Tentative Work Program. Motion by Commissioner Abrams; seconded by Commissioner Valeche; and carried 15-3 with Commissioners James, Fitzpatrick and Materio opposed. Mayor Jablin, Councilman Guyton and Mayor Glickstein were absent.

2.B. APPROVE 2016 MPO Legislative & Policy Positions

MR. NICK UHREN presented the item and noted that it is an early draft seeking to establish consensus among diverse representatives on the MPO Board as to legislative policy and positions. MR. UHREN presented on each of the seven (7) items for consideration. A discussion ensued on this item.

Commissioner Taylor left the meeting at 11:50 a.m.

MOTION to Approve 2016 MPO Legislative & Policy Positions without Items #5 and #6. Motion by Commissioner McKinlay; seconded by Commissioner Abrams.
discussion ensued on this motion. This motion was not voted upon.

MOTION to exclude the mileage-based user fee from the 2016 MPO Legislative and Policy Positions. Motion by Deputy Mayor Weinroth; seconded by Commissioner Richards; and carried 9-8 with Mayor Pro-Tem Brinkman, Commissioner McKinlay, Commissioner Valeche, Commissioner James, Commissioner Abrams, Mayor Valuntas, Mayor Wilson and Mayor Haynie opposed.

The following public comment was heard on Item #7:

George Webb, County Engineer advised that the current county-wide road impact fee cannot be modified for use on anything other than road capacity. A discussion ensued.

MOTION to Table 2016 MPO Legislative & Policy Positions to a future meeting. Motion by Commissioner Abrams; seconded by Commissioner Valeche; and carried 13-4 with Deputy Mayor Weinroth, Commissioner Fitzpatrick, Mayor Ferreri and Commissioner Richards opposed. Commissioner Taylor left.

Commissioner James left the meeting at 12:00 p.m.

3. INFORMATION ITEMS

3.A. DEFERRED: Draft MPO Strategic Plan

Due to time constraints, Chair Haynie requested that the Draft MPO Strategic Plan be deferred to the next meeting.

3.B. DISCUSSED: MPO Website – www.PalmBeachMPO.org

MALISSA BOOTH, Public Information Officer presented the new MPO Website. She highlighted new capabilities of the website and welcomed feedback.

4. ADMINISTRATIVE ITEMS

4.A. Member Comments

COMMISSIONER ABRAMS announced that the airport shuttle will be launched on October 16, 2015 at 10:00 a.m. at the West Palm Beach Tri-Rail station.

4.B. Next Meeting – Monday, December 7, 2015

4.C. Motion to Adjourn

There being no further business, the chair declared the meeting adjourned at 12:08 P.M.

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 OCTOBER meeting of the Metropolitan Planning Organization, dated this ___ day of ________________, 2015.

Chair/Vice Chair

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### EXHIBIT A
Palm Beach Metropolitan Planning Organization
Attendance Record - 2014 - 2015

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<td>Susan Haynie, Mayor-CHAIR</td>
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<td>Jim Kuretski, Vice Mayor</td>
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<td>Joni Brinkman, Mayor Pro Tem</td>
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*** New Appointment  
P - Member Present  
E – Excused  
A – Absent  
ALT- Alternate Member Present  
Shaded months - No Meeting
## EXHIBIT A

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<th>EXHIBIT A</th>
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<td>Shanon Materio, Commissioner City of West Palm Beach</td>
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<td>Matt Willhite, Councilman Village of Wellington</td>
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<td>Richard Valuntas, Councilman Village of Royal Palm Beach</td>
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## OTHERS PRESENT

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<tr>
<th>INDIVIDUAL'S NAME</th>
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<tr>
<td>Rick Fignar</td>
<td>Resident of the Acreage</td>
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<tr>
<td>Roger Sims</td>
<td>Holland &amp; Knight, Attorney-at-Law</td>
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<tr>
<td>Rafe Petersen</td>
<td>Holland &amp; Knight, Attorney-at-Law</td>
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<tr>
<td>Jim Smith</td>
<td>SAFE</td>
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<tr>
<td>Kimberly Rothenburg</td>
<td>City of West Palm Beach</td>
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<td>Stacy Miller</td>
<td>FDOT District 4</td>
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<td>Lindsey Witherell</td>
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<td>Steve Braun</td>
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<td>Richard Gonzales</td>
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<td>Joe Capozzi</td>
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<td>David Marin</td>
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<td>Jeff Hmara</td>
<td>Village of Royal Palm Beach</td>
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<td>George Singer</td>
<td>Baywinds HOA</td>
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<td>Lisa Maack</td>
<td>FDOT District 4</td>
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<td>Jeri Muoio</td>
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<td>Claudia McKenna</td>
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<tr>
<td>Elizabeth Requeny</td>
<td>County Attorney’s Office</td>
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<td>Tanya Quickel</td>
<td>Village of Wellington</td>
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<td>Joe Quinty</td>
<td>SFRTA</td>
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<td>Davicka Thompson</td>
<td>ACG</td>
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<td>Todd Engle</td>
<td>Palm Beach Gardens</td>
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<td>George Webb</td>
<td>Palm Beach County</td>
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<tr>
<td>Michelle Damone</td>
<td>Western Communities Council</td>
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<tr>
<td>Sal Faso</td>
<td>President of North County Neighborhood Coalition</td>
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<tr>
<td>Thomas Rohrer</td>
<td>Ibis POA Board President</td>
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<td>Jay Foy</td>
<td>District Engineer for Indian Trail Improvement District</td>
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<td>Lisa Interlandi</td>
<td>Florida Wildlife Federation and the Sierra Club</td>
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<td>Bob Diffenderfer</td>
<td>Western Communities Council</td>
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<td>Allan Ballweg</td>
<td>Resident – Acreage</td>
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<td>Megan Jacques</td>
<td>Resident - Acreage</td>
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<td>Gordon Holness</td>
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Leo Doon
Jeff Gren
Kristin Bennett
Jay Chaskin
Lillian Hall
Antonette Adams
Ira J. Raab
Andrea Pacini
Nick Uhren            Metropolitan Planning Organization
Malissa Booth        Metropolitan Planning Organization
Seth Contreras       Metropolitan Planning Organization
Renee Cross          Metropolitan Planning Organization
Franchesca Taylor    Metropolitan Planning Organization
Janice Allwood       Metropolitan Planning Organization
RESOLUTION MPO 2015-

RESOLUTION APPROVING TRAVEL BY ONE MPO GOVERNING BOARD MEMBER TO ATTEND THE METROPOLITAN PLANNING ORGANIZATION ADVISORY COUNCIL (MPOAC) QUARTERLY GOVERNING BOARD MEETINGS; APPROVING TRAVEL BY ONE MPO GOVERNING BOARD MEMBER TO ATTEND EACH SESSION OF THE MPOAC WEEKEND INSTITUTE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the MPOAC conducts its quarterly governing board meetings on a published schedule as may be amended from time to time; and

WHEREAS, the MPOAC conducts two annual weekend institute training sessions on a published schedule as may be amended from time to time; and

WHEREAS, the Interlocal Agreement between the MPO and Palm Beach County states that “All travel by MPO Governing Board members shall be approved by the MPO Governing Board.”

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Palm Beach MPO approves travel by one MPO Governing Board member to attend the MPOAC quarterly governing board meetings and travel by one MPO Governing Board member to attend each session of the MPOAC Weekend Institute.

2. This resolution shall take effect upon adoption.

The foregoing Resolution was offered by ________________________________ who moved its adoption. The motion was seconded by ________________________________, and upon being put to a vote, the motion passed. The 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

By: ________________________________
    Chief Assistant County Attorney
September 18, 2015

Mr. Nick Uhren  
Palm Beach Metropolitan Planning Organization  
2300 N. Jog Road, 4th Floor 4E-13  
West Palm Beach, FL 33411-2749

Re: Reappointment of Bruce Bastian

Dear Mr. Uhren,

I would like to reappoint Bruce Bastian for the MPO-CAC committee as I believe he will continue to do a great job and represent the public's interest for Delray Beach. He has been very involved in action groups for many years and whose goal it is to help create a safe environment for all.

Please let me know if this can be placed on the October 15, 2015 MPO agenda for approval. I am enclosing his resume. Please let me know if you have any questions.

Sincerely,

Cary D. Glickstein  
Mayor

CDG/dr
Bruce A. Bastian

HIGHLIGHTS OF QUALIFICATIONS

Specializes in building lasting business partnerships through developing successful go-to-market models for channel partners and technology alliances while achieving extraordinary results. He has a broad industry knowledge working with system integrators, service providers, consultants, distributors and national and regional resellers for over 19 years.

Proven track record in reaching breakthrough solutions with partnerships that present conflicting business models, ultimately making them complimentary.

Achieved a top 10% performance rating every year for the past 6 years. Most recently achieved the Chairman’s Club Award, which represents the top 1% of Cisco globally, and Honored into Cisco’s Inaugural Sales Hall of Fame for FY’11.

Cross-functional ability to leverage different resources within organizations to achieve goals by utilizing channels, direct sales, services, business units, finance, marketing and legal. Received two National Channels Awards for cross-functional collaboration in ’00 and ’04 and Leadership Channel Account Manager of the Year in ‘08.

Excellent ability to communicate at all levels within an organization from executives to engineering.

- Recently on-boarded Accenture making Cisco one of their five primary go-to-market vendors
- Transitioned the Sprint Federal relationship from a competitive partner to a Cisco focused partner in 2004 and had similar impact on the Qwest Communications partnership in 2006
- Instrumental in the Cisco and Hitachi relationship in 1997

Hired, managed and led 16 sales engineers for the east, across 15 states, to be an integral part of the enterprise sales and engineering organizations.

WORK EXPERIENCE

CISCO SYSTEMS

BUSINESS DEVELOPMENT MANAGER – STRATEGIC PARTNER ORGANIZATION 8/07 - PRESENT

- Established and executed the national channel strategy for two Global partners: Accenture and Touchbase
- Instrumental in creating a joint virtual organization, The Accenture and Cisco Business Group (ACBG), focused on developing Accenture’s resell practice which addresses Cisco’s need to grow its business through next generation partnerships
- Received the FY09 Chairman’s Club Award and FY08, FY10 and FY11 Sales Champion Award (top 1% and 5% respectively for individual contributors globally in sales and leadership)
- Grew Accenture’s Cisco business 285% YoY (FY08 to FY09) and 185% (FY09 to FY10) and 123% (FY10 to FY11)
- Worked with Accenture to achieve Gold status, Cisco’s highest level partnership, within their first year
- Developed and executed a monthly internal global communications campaign, The Eye on ACBG, based on delivering impactful topics targeted at Cisco and Accenture sales teams
- Organized two virtual teams in the US field for scalability and enabled sales engagements to support both Accenture and Touchbase. Received the Leadership Channel Account Manager of the Year in ’08
- Received Enterprise Next Generation Partnering of the Year award in FY11 and Lead and Scale award for Q3FY12.

143 Forbes Ave., San Rafael, CA 94901 415-314-1330 bastianbruce@gmail.com
CHANNEL ACCOUNT MANAGER – WEST COAST COMMERCIAL OPERATION 2/05 – 7/07

- Set the channel strategy and direction for Cisco's account teams by establishing a focus, growth and emerging partner strategy, account planning, implementing a registration process, marketing and leasing
- Developed best in technology awareness campaigns among the partner account teams and orchestrated monthly partner meetings with the regional managers to drive engagement and alignment
- Decreased Qwest Communications Nortel pipeline from $7.6M to $2M while increasing Cisco’s pipeline from $300K to $15M
- Received the TOP PERFORMANCE AWARD for FY’05 for West Channels and the Trailblazer Award for Q4FY’05
- Served on the Best of the West Leadership Counsel and on an internal committee for “Job and Organization Fit” for Cisco Channel Sales as well as developed a channel sales masters program

CHANNEL ACCOUNT MANAGER – FEDERAL OPERATION 10/03 – 1/05

- Supported Sprint’s Government Systems Division, Bearing Point and SRA
- Doubled Sprint’s Cisco revenue from $11M to $22M from FY’03 to FY’04
- Shifted Sprint from a competitive NetScreen account to a pure Cisco security partner
- Leveraged Senior Consultants at Bearing Point to develop an IP Communications strategy for specific accounts, i.e. FDIC, GAO and DHS
- Developed and executed a multi-faceted marketing campaign around IP Communications and Security which incorporated a marketing strategy, education, and support that generated 36 leads and $3.5M in sales
- Received The TOP SALES PERFORMANCE AWARD for Federal Channels and the CROSS FUNCTIONAL AWARD for US Channels in FY’04

SYSTEMS ENGINEERING MANAGER – MID- ATLANTIC AND SOUTHEAST OPERATIONS 9/00 – 9/03

- Developed a partner strategy which spanned across two operations covering 13 states, which encompassed a coverage model for technology and market segmentation, pre and post sales support, partner development and cross-functional collaboration
- Took over the two operations during the peak of the economy where responsibilities included recruiting and hiring SE talent, creating a Channel SE strategy for combined operations, minimizing redundancy and driving partner success. Grew the team from 7 to 16 Engineers in 6 months and had 12% attrition over 3 years.
- Developed service offerings for partners, early partner engagement practices and technical development
- Created the tracking of advanced technology bookings by partner and technology, which enabled trending analysis and illustrated the impact of demand generation events and partner development
- Supported service providers, system integrators, direct resellers, distribution, global and national partners
- Drove the customer satisfaction survey process for our Channel partners which executed on a plan that enabled the team to receive the NATIONAL CSAT AWARD in FY’01

CHANNEL SYSTEMS ENGINEER – VIRGINIA, MD, AND DC 10/98 – 8/00

- Recruited and developed partners to support the enterprise sales force
- Generated and executed technical plans for developing partners
- Received the NATIONAL CHANNELS CROSS FUNCTIONAL AWARD
- Developed into an AVVID (Architecture for Voice, Video and Integrated Data) specialist engineer within the Capital Channels Operation

143 Forbes Ave., San Rafael, CA 94901  415-314-1330  bastianbruce@gmail.com
VIOLN CORPORATION  WASHINGTON, DC  6/96 – 9/98
SALES ENGINEER
• Established a go to market strategy for the Channel Interface Processor (CIP) around Hitachi’s product line. ViON trademarked this solution as the Enterprise Network Processor (ENP)
• Influenced HDS’ relationship with Cisco based on the CIP/CPA technology
• Developed several call out campaigns based on the above solution targeting federal customers which included call scripts, closing questions, and qualifying customers

INNOVA COMMUNICATIONS ARLINGTON, VA  1/94 – 5/96
SALES ENGINEER
• Architected and managed the financial and technical portions of two large government RFP’s -- OSCAR II, Office of the Courts
• Assisted in the project management and installed multiple networks for the Army under the OSCAR I Contract

EDUCATION

WASHINGTON UNIVERSITY
ST. LOUIS, MO
BS in Electrical Engineering

MORAVIAN COLLEGE
BETHLEHEM, PA
BS in Math; Minor in Physics

TRAININGS

Leadership in Action
The Art of Speaking
Leadership Essentials for Sales Managers
Sales Manager Bootcamp
The Executive Conversation for Channels
Negotiations Skills Class

IPT and SAN Accelerate Workshop
Sandler Sales Training
Interaction Management
Corporate Finance for Managers
Communicating with Confidence
Sales Masters

PERSONAL INTERESTS

Triathlon’s – Brazil Ironman 2008
Snow and Water Skiing
Race Director Marin Marathon/Triathlon
Guitar

Marathon Running
Kite Boarding
Cycling

143 Forbes Ave., San Rafael, CA 94901  415-314-1330  bastianbruce@gmail.com
INTEROFFICE MEMORANDUM

DATE: October 27, 2015

TO: Nick P. Uhren
   Director, Metropolitan Planning Organization

FROM: Tanya N. McConnell, P.E.
      Deputy County Engineer

RE: TAC Member Appointment Recommendation

The recommended appointment for the Traffic Division’s TAC member representative is Motasem Al-Turk, P.E., Ph.D., Manager Traffic Engineering Operations. The recommended alternate for TAC member representative is Giridhar Jeedigunta, P.E., PTOE, Interim Director.

Thank you.

TMC/bb
ec: Giridhar Jeedigunta, Interim Director, Traffic Division
    Mo Al-Turk, Manager Traffic Engineering Operations, Traffic Division
    Bobbie Barlow, Office Manager, Traffic Division

N:\Traffic\Office Management\Correspondence\2015\IOC (Uhren) TAC Member Appointment Recommendation 10.27.2015.docx
November 18, 2015

Ms. Anielle Delgado - Planner I
Palm Beach MPO
Transportation Planning for the Palm Beaches
2300 N Jog Road, 4th Floor
West Palm Beach, FL 33411-2749

Re.: AHCA Representation for the Palm Beach Transportation Disadvantaged Local Coordinating Board Meeting

Dear Ms. Delgado:

The AHCA staff who will attend the Palm Beach Transportation Disadvantaged Local Coordinating Board Meetings are Maria Hernandez and Marielisa Amador. Please find attached résumés for both.

Please let me know if you need any other information.

Sincerely,

Rhea Gray
Field Office Manager
Field Office 11
MAJOR ACCOMPLISHMENTS

- **Award**: Medicaid Management Team Award for exemplary teamwork and commendable support to managers and employees, November 29, 2000. Award of Distinction developed and executed Health plan Provider Network Validation. Dyke snipes beyond the Call of Duty Award, December 2008.
- Troubleshoot 100 plus beneficiary transportation calls monthly.

WORK EXPERIENCE

**OPERATIONS & MANAGEMENT CONSULTANT**

Medicaid Field Operations in Miami, State of Florida - March 2002 to the Present

Fair Hearing coordinator for Palm Beach, Broward, Miami-Dade & Monroe Counties. Field Office 11 Transportation Specialist for Palm Beach, Broward, Miami-Dade & Monroe Counties. Ensure medically needed beneficiaries are transported according to policy and procedures. Authorize non-emergency ambulance transport & assist transportation providers with Medicaid enrollment issues. Handle air travel arrangements out-of-state for beneficiaries. Handle complaints from beneficiaries to solve their transportation service needs. Represent the Agency at the Transportation Disadvantaged Local Coordinating Boards in Palm Beach, Broward, Miami-Dade & Monroe counties. Maintain up-to-date with Medicaid program manuals and billing guidelines; maintain up-to-date with policies and procedures and claims processing operations. Resolve & investigate Medicaid claims. Provide transportation training to all hospitals, nursing homes, ambulance providers in Miami-Dade & Monroe County. Assist the Field Office Manager with the review of Medicare and health insurance programs related to Medicaid. Conduct site visits of DME and Pharmacy providers for admittance to the Medicaid Program.

**HUMAN SERVICES ANALYST**

Medicaid Field Operations in Miami, State of Florida - March 2001 to March 2002

Responded to recipient and provider inquiries regarding Medicaid/MediPass procedures & policies. Conducted research and verify recipient & provider eligibility for participation in the Medicaid/MediPass program. As the Area 11 CMS Network Coordinator/Liaison, responsible for the management of the enrollments for special care children. Researched the profile of current and new providers for participation in the MediPass program prior to consideration and approval. Conducted onsite visit of providers’ facility to evaluate the provider’s operations for MediPass participation. Investigate complaints from recipients of Medicaid/MediPass services. Acted as liaison between providers and Medicaid recipients by interpreting the Medicaid/MediPass policies and procedures. Performed MediPass physician trainings. Handle the Area 11 Credentialing/Recredentialing process project which involves research and verification of provider documentation before sending to Tallahassee for approval of becoming MediPass doctors.

**SENIOR WORD PROCESSING OPERATOR**


Assisted the Consumer Relations with data entry, performing look-ups for verification records in FMMIS. Assisted the immediate supervisor and Unit supervisors with administrative duties to include: filing, correspondence, copying, preparing expense vouchers, ordering of supplies if needed, kept leave and attendance records updated for supervisor. Also answered a 30 line key telephone system as office receptionist/switchboard operator screening calls and transferring to appropriate unit. Kept logs of all subpoenas that came in to the office before sending to Tallahassee for future tracking. Provided Outreach training for the public’s knowledge of the Medicaid service that is available. Prepared presentations for meetings.
PERSONAL AND COMPUTER SKILLS

- Bilingual English/Spanish to assist to beneficiaries.
- Knowledge of Medicaid services to providers and beneficiaries and compliance with Federal regulations.
- Knowledge of administrative policies and procedures.
- Ability to communicate verbally and in writing.
- Extensive Customer Service experience.
- Knowledge of Human Resources functions including policies and procedures.
- Ability to train employees by motivating, developing and directing staff.
- Ability to organize and analyze data for decision making.
- Excellent Team Player
- Notary Public
- Working knowledge of Excel to sort and analyze data; Word to write reports and communicate via emails.
- Daily use of the Florida Medicaid Management Information System to conduct research and eligibility of services.
- Medicaid MedTel Track to keep track of Medicaid incoming calls.
SUMMARY OF QUALIFICATIONS

- Knowledge of Florida Medicaid policies and procedures
- Knowledge of compiling, organizing, and analyzing data for the purpose of monitoring and evaluating
- Twelve years of experience in Customer Service
- Extensive knowledge of Microsoft Office
- Fluent in written and verbal Spanish

EDUCATION

December 2003
Florida International University, Miami - Florida
Degree: Bachelor of Public Administration
Minor: Criminal Justice

August 1993
LaGuardia Community College, City University of New York, Long Island City, New York
Degree: Associates of Business Administration

PROFESSIONAL EXPERIENCE

May 2006 – Present
Medical/Health Care Program Analyst
Supervisor: Rhea Gray 305-593-3075
Medicaid Program Office - Agency for Health Care Administration, Miami - Florida
- Run and analyze data reports of Medicaid reimbursement to Medicaid providers in Broward, Miami-Dade, and Monroe counties
- Research billing patterns and prepare reports based on findings
- Serve as a consumer/provider relations representative for Medicaid division
- Interpret policies to Medicaid Providers and Medicaid beneficiaries
- Back up to the Medicaid Fair Hearing Coordinator
- Back up to the Medicaid Transportation Coordinator
- Responsible for the distribution of hearing related documents, such as medical records, to the appropriate staff/units
- Attends the Transportation Disadvantage Local Coordinating Board Meeting in Broward, Miami-Dade, Monroe, and Palm Beach counties.
- Provide technical support to staff on various computer based programs
- Responsible for updating and maintaining information on the Medicaid A11 webpage
- Adhere to requirements and guidelines of the Health Insurance Portability and Accountability Act (HIPAA)

January 2006 - May 2006
Provider Enrollment Specialist
Supervisor: Lourdes Agundez 305-243-6802
University of Miami, Miami, Florida
- Responsible for enrolling medical staff as insurance providers to various health insurance carriers, including Medicare and Medicaid
- Responsible for cross-referencing medical staff provider numbers with other health insurance carriers to ensure account receivable
- Responsible for maintaining existing provider files

April 2005 – December 2005
Human Services Program Specialist
Supervisor: Barbara Mitchell (retired) contact Rhea Gray 305-593-3075
Claims Unit - Medicaid Program Office, State of Florida - Agency for Health Care Administration, Miami, Florida
- Researched, analyzed, and processed hospital claims to be paid or denied by Medicaid
- Compiled all Medicaid beneficiaries' necessary data to determine Medicaid payment to hospitals
- Prorated Medicare claims to ascertain Medicaid payments
- Responded to hospital staff inquiries regarding payment status of claims submitted
- Provided billing instructions to Medicaid providers
- Adhered to requirements and guidelines of the Health Insurance Portability and Accountability Act (HIPAA)

April 2004 – April 2005
**Human Services Program Specialist**  
Supervisor: Jeffrey Douglas 305-593-3074
Monitoring Unit, Medicaid Program Office, State of Florida - Agency for Health Care Administration, Miami, Florida
- Handled MediPass providers’ demographic changes
- Processed MediPass provider terminations and handled transfer of patients
- Performed site visits as requested by Headquarter office
- Handled primary care physician changes
- Provided assistance to consumers regarding their Medicaid benefits
- Logged all completed assignments

December 2002 – March 2004
**Human Services Program Specialist**  
Supervisor: Lisa Simmons 305-593-3083
Beneficiary Outreach and Education Unit, Medicaid Program Office, State of Florida - Agency for Health Care Administration, Miami, Florida
- Guided, counseled and assisted Medicaid beneficiaries by providing information about Medicaid services, benefits, policy, and procedures explanation
- Handled complex issues on medicine dispensing; prior authorization; allege unpaid bills
- Third party liability insurance resolutions
- Participated in beneficiary outreaches attending health fairs and community events representing the agency
- Handled primary care physician changes
- Updated Medicaid Providers resource listings

September 2002 – November 2002
**Human Services Program Record Analyst**  
Supervisor: Oscar Marcos 305-593-3077
Customer Relations Unit, Medicaid Program Office, State of Florida - Agency for Health Care Administration, Miami, Florida
- Assisted Medicaid beneficiaries with Medicaid primary care physician changes; prescription dispensing problems; alleged unpaid bills
- Provided information about Medicaid benefits and services

July 2001 – August 2002
**Regulatory Specialist 1**  
Supervisor: Judy Rosenbaum (retired) Contact Rhea Gray 305-593-3075
Medicaid Program Office, State of Florida - Agency for Health Care Administration, Miami, Florida
- Handled confidential and sensitive mail
- Compiled and analyzed data from various sources
- Searched and reported Medicaid providers’ billing patterns to refer these for possible fraud
- Verified Medicaid providers’ ownership of other medical clinics
- Assisted in preparing special researches on Medicaid fraud with special investigators from the Department of Health and from HCFA (Health Care Financing Administration). All assignments and reports contained confidential and sensitive information
- Updated and reviewed the mental health database, following up on mental health providers’ billing patterns
- Wrote memos and progress reports to supervisor reporting findings of any out-of-pattern billing
- Responded to inquiries from consuming public, these included Medicaid beneficiaries and providers
- Provided assistance to consumers regarding their Medicaid benefits
- Administrative Secretary to the Field Office Manager

February 2002 – June 2001
**Administrative Secretary**  
Supervisor: Judy Rosenbaum (retired) contact Rhea Gray 305-593-3075
Medicaid Program Office, State of Florida - Agency for Health Care Administration, Miami, Florida
- Administrative Secretary to the Medicaid Field Office Manager
- Handled confidential mail regarding Medicaid fraud and abuse
- Researched providers' billing pattern
• Assisted OBRA nurses with service authorization requests
• Followed up on medical records requests to Medicaid providers
• Maintained leave and attendance file records for Administration and Provider Relation unit
• Scheduled and confirmed meetings and appointments; arranged travel agenda and hotel reservations
• Proofread and prepared documents in final form
• Answered routine inquiries from Medicaid beneficiaries, providers, agency staff and general public
• Back-up to receptionist in the office switchboard

October 1999 – January 2000
Secretary Specialist
Medicaid Program Office, State of Florida - Agency for Health Care Administration, Miami, Florida
• Handled telephone switchboard
• Screened incoming calls and transferred to the appropriate Medicaid unit
• Maintained phone logs
• Provided information and referral to clients and general public requesting assistance
• Sorted and distributed mail
• Back-up to the Administrative Secretary

SKILLS AND ABILITIES

• Extensive knowledge of Microsoft Word, Excel, Access, Power Point, Publisher, and Outlook
• Use of Internet as a search tool
• Type 50 wpm
• Ability to operate general office equipment
• Ability to plan, organize, and complete multiple task in an expeditious manner
• Capable of coordinating work assignments with others to ensure a timely completion
• Office Coordinator of the Florida State Employees Charitable Campaign.
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Ms. Delgado,

Please accept this email and the attached resume as my appointment by the Florida Department of Children & Families to serve as our representative on the LCB in PB County. Please include me on all email notifications so I can get up to speed. Thank you.

Clay Walker, Community Development Administrator
Department of Children and Families - Circuit 15
111 S. Sapodilla Ave, W. Palm Beach, FL 33401
Office: (561) 227-6686 Cell: (561) 246-0182
clay.walker@myflfamilies.com
EDUCATION

Florida State University  Tallahassee, FL  August 1975 – June 1977
B.S. in Criminology Management, Transportation and Safety Education
  • Dean’s List Fall 1976, Spring 1977
  • Florida State University Marching Chiefs

Palm Beach Junior College  Lake Worth, FL  August 1973 – June 1975
A.S. in Law Enforcement

Clewiston High School  Clewiston, FL  August 1969 – June 1973

WORK EXPERIENCE

Circuit 15 Community Development Administrator
Department of Children & Families  W. Palm Beach, FL  August 2012 – Present
  • Serves on the Region’s Executive Management Team, specifically Palm Beach County
  • Effectively develops partnerships and builds capacity with key community stakeholders
  • Member of numerous local boards and committees

Chief of Police
Manalapan Police Department  Manalapan, FL  October 1999 – January 2012
  • Provide oversight of the department’s totality of operation, technology selection and budget.
  • Oversight of officers.
    o Final authority of employment selection of officer candidates.
    o Promotion and rank placement of officers.
  • Oversight of patrol, investigations, and other specialized duties performed by officers.
  • Development of department policies and regulations.
  • Conducts joint dignitary protection with U.S. Secret Service, U.S. Capital Police and the Florida Department of Law Enforcement.
  • Designed, equipped and staffed a 911 communications center.
  • Oversee upkeep and updating of department equipment such as police vehicles, firearms, facilities, communications technology and uniforms.
  • Served as Chairman of the Palm Beach County Law Enforcement Planning Council for 2003 and 2009. As such, chaired numerous county-wide committees for the Council to design policy such as Child Abuse Investigations Protocol and Vulnerable Adult Investigations Protocol.
  • Attending community events and commission meetings to present briefings on department conditions or other information vital to municipal operation and well-being.
  • Initiated grants to implement agency projects.

Patrol Officer - Lieutenant
N. Palm Beach Police Department  N. Palm Beach, FL  November 1978 – October 1999
  • Perform road patrol and investigative duties.
  • Initiated one of Palm Beach County’s first Crime Prevention Units.
  • Helped form Palm Beach County Crime Stoppers and Crime Prevention Officer’s Association.
  • Supervised state and nationally awarded youth Police Explorer program.
  • Served as agency training coordinator.
  • Promoted to Lieutenant to oversee Communications Section with full 911 Center.
  • Conducted communications and police officer screening for employment.
  • Initiated grants to implement agency projects.
**Patrol Officer**
South Bay Police Department  South Bay, FL  September 1978 - November 1978

- Perform road patrol and investigative duties.

**Patrol Officer - Corporal**
Clewiston Police Department  Clewiston, FL  October 1977 – August 1978

- Perform road patrol and investigative duties.
- Clewiston Jaycees “Officer of the Year” award.

**PERTINENT SPECIALIZED TRAINING**

- Florida Executive Development Seminar - FBI
- Personal Protection Course-U.S. Army Military Police School
- Managing the Accreditation Process - Commission for Florida Law Enforcement Accreditation, Inc.
- Commanders Course on Hostage & Barricaded Incidents, Broward Community College
- The Purchase & Implementation of Technology Within a Police Department – Florida Police Chief’s Association (FPCA)
- Human Diversity – Florida Department of Law Enforcement (FDLE)
- Weapons of Mass Destruction – FPCA
- Employment Law – FPCA
- Fire Safety Inspector – Florida Bureau of Fire Standards & Training
- Preparing for Media Relations – FPCA
- Recruitment & Retention - FPCA
- Criminal Intelligence for the Chief Executive – U.S. Bureau of Justice Assistance
- NIMS Incident Command Series – School District of Palm Beach County
- Law Enforcement Records Management – FPCA
- Leadership & Communication Excellence – FPCA
- Ethics Based Leadership – FPCA
- Additional Training Available Upon Request

**COMMUNITY AFFILIATIONS**

- Florida Police Chiefs’ Association
- Deaf Service Center of Palm Beach County, Inc.
- Florida Coordinating Council for the Deaf and Hard of Hearing
- Domestic Violence Council of Palm Beach County
- Circuit 15 Juvenile Justice Advisory Board
- Human Services Coalition of Palm Beach County

**REFERENCES UPON REQUEST**
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is entered into as of December 7, 2015, by and between 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 FRANKEL INTERACTIVE, INC., a Florida corporation located at 1835 NE Miami Gardens Drive, Suite 514, North Miami Beach, FL 33179 (hereinafter referred to as "FRANKEL INTERACTIVE").

FRANKEL INTERACTIVE offers certain web site design, web site database management, web site programming and coding, graphic design, content management, and related consultative services (collectively, "Services"), as agreed to between the parties, pursuant to this Agreement; and

MPO wishes FRANKEL INTERACTIVE to perform and FRANKEL INTERACTIVE has agreed to perform those services as may be more fully set forth in a Statement(s) of Work under this Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

In addition to the terms defined in the body of the Agreement, the following terms have the following meanings:

A. "Affiliates" means any entity which directly or indirectly controls, is controlled by or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

B. "Deliverable" means any software, software updates, documentation, or other materials, inclusive of all labor (or hours of service) as ordered and/or expressly required to be delivered to MPO pursuant to a SOW as shown in Exhibits A and B.

C. "Statement of Work" or "SOW" means a statement of work to be performed by FRANKEL INTERACTIVE that is detailed in Exhibits A and B attached to this Agreement

2. SERVICES

A. Services. MPO hereby engages FRANKEL INTERACTIVE to render the Services set forth on each SOW as shown in Exhibits A and B attached hereto. The Services and each SOW are governed by this Agreement. Changes to the scope of the Services or any SOW may be made only in a writing signed by both parties.

B. Acceptance of Deliverables. Promptly upon FRANKEL INTERACTIVE's notice that it has implemented or completed a Deliverable, MPO will test and evaluate each such Deliverable to determine whether each Deliverable conforms to the specifications provided in the SOW for such Deliverable. MPO may deliver a notice of rejection to FRANKEL INTERACTIVE if a Deliverable fails to conform to the Specifications in the SOW advising FRANKEL INTERACTIVE as to which aspects of the Deliverable failed, with sufficient detail to assist FRANKEL INTERACTIVE with the reproduction of such failure. FRANKEL INTERACTIVE shall, at no cost to MPO, promptly remedy such failure and deliver the corrected Deliverable to MPO. After delivery of a Deliverable, such Deliverable shall be deemed sufficient if the MPO does not deliver a notice of rejection.

C. MPO Responsibilities. MPO shall provide suitable equipment, information, and site and system access and facilities as are appropriate and reasonably necessary to enable FRANKEL INTERACTIVE to perform the Services specified in the relevant SOW. MPO acknowledges and agrees that FRANKEL INTERACTIVE's performance is dependent on and subject to such performance by MPO or third parties of their responsibilities in a timely manner. FRANKEL INTERACTIVE shall be entitled to rely on, and MPO shall be responsible for, all decisions, instructions and approvals of MPO project administrative and other personnel in connection with the Services. MPO shall procure
all consents, licenses, approvals or permissions as may be necessary to enable FRANKEL INTERACTIVE to perform the Services, with such assistance from FRANKEL INTERACTIVE as MPO shall reasonably request.

D. Item Deliveries - MPO acknowledges that FRANKEL INTERACTIVE’s ability to perform its obligations as contained in this agreement will depend upon FRANKEL INTERACTIVE receiving timely, accurate and complete data, information, software, assistance, specifications and payments from MPO as specified in the SOW. FRANKEL INTERACTIVE shall not be held liable for any delay or failure to perform its obligations as a result of MPO’s or a third party’s failure to supply FRANKEL INTERACTIVE with all necessary data, information, software, assistance, specifications and payments in a timely and accurate manner as specified in the SOW. MPO further acknowledges that in the event MPO fails to deliver content or images or other information to FRANKEL INTERACTIVE, the project schedule will be affected and adjusted accordingly: for every day that MPO delays delivery, the project schedule will be postponed by one day plus five (5) business days for rescheduling purposes.

E. Notification Of Delay - In the event that MPO or FRANKEL INTERACTIVE anticipates any delay in the delivery of any items as part of its responsibilities under this Agreement, each shall promptly notify the other of such delay and provide prompt assistance in resolving any such delays.

3. PROJECT BUDGET & HOURLY RATES

A. Project Budget. The MPO shall pay FRANKEL INTERACTIVE, on an hourly basis, for the Services, (which shall include all Deliverables), specified in the SOWs. Except as otherwise provided in the applicable SOW, all fees are quoted in United States currency. The net to exceed amount to be paid for the Services described in the SOW attached hereto as Exhibit A is $7,500.00. Labor provided for the performance of said Services shall be invoiced in accordance with the hourly rates established in Exhibit A for FRANKEL INTERACTIVE personnel. The net to exceed amount to be paid for the Services described in the SOW attached hereto as Exhibit B is $5,500.

B. Invoicing and Payment. All invoices submitted by FRANKEL INTERACTIVE shall be itemized in sufficient detail so that MPO and any other governmental entity with oversight over expenditures made pursuant to this Agreement may perform proper pre and post audits of the invoices and determine that the Services have been properly performed. All invoices shall include all documentation deemed necessary by MPO and shall conform to applicable state and federal law. FRANKEL INTERACTIVE shall indicate “final invoice” on its last/final billing to the MPO. This shall constitute FRANKEL INTERACTIVE’s certification that all services have been properly performed and all charges and costs properly invoiced to the MPO. Any charges not included on the final invoice shall be waived. If any invoices are to be paid by a state or federal agency or MPO is to be reimbursed for expenditures it has made, FRANKEL INTERACTIVE shall submit all supporting documentation or detail required by MPO for such purposes and in accordance with the schedule established by MPO. Unless otherwise stated in the applicable SOW, the MPO will endeavor to pay all fees within thirty (30) days from the invoice date.

C. Suspension of Service. If any MPO account is fifteen (15) days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any other rights and remedies (including the termination rights set forth in this Agreement), FRANKEL INTERACTIVE reserves the right to suspend performance of the Services, without incurring or becoming subject to any liability in connection with or arising out of such suspension, until such account is paid in full. Under no circumstances, however, shall FRANKEL INTERACTIVE change user information or otherwise take control of any MPO data, software, program or shared third party MPO account such that MPO’s access or use is impaired or the data, software, program or account is not readily accessible.

4. CONFIDENTIAL INFORMATION

A. Definition. As used herein, “Confidential Information” means all confidential information of a party (“Disclosing Party”) disclosed to the other party (“Receiving Party”) that constitutes: (i) information that is identified and marked by the Disclosing Party as confidential, trade secret, or with a similar designation prior to submission to the Receiving Party; provided, that such constitutes a confidential record under Florida law, and includes the statutory authorization for such marking or identification; or (ii) all information concerning the operations, affairs, methods, transactions, businesses, customers and business partners of the party or its affiliates (including ideas, marketing plans, business
plans or strategies, business volumes or usage, data and other information that are trade secrets or are competitively
sensitive, customer names, data, payment methods, contact information, network pricing), the financial information or
affairs of the party, pricing information and the relations of the party with its employees and service providers;
provided that the document or record containing such constitutes a confidential record under Florida law, has been
so marked or identified, and includes the statutory authorization for such marking or identification prior to submission
to the Receiving Party. Confidential Information shall not include information which: (a) is known publicly; (b) is
generally known in the industry before disclosure; (c) has become known publicly, without fault of the Receiving
Party, subsequent to disclosure by the Disclosing Party; (d) has been otherwise lawfully known or received by the
Receiving Party; (e) is contained in any record or document that is a non-confidential record under Florida law; (f)
does not meet the definition of “Confidential Information” set forth above; or (g) required to be disclosed by law or an
order of a court. Information which is contained in a record or document that is exempt but not confidential under
Florida law shall be marked as exempt and the statutory authority for such marking included therewith prior to
submission to the Receiving Party.

B. Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing
Party for any purpose outside the scope of this Agreement, except with the Disclosing Party’s prior written
permission. FRANKEL INTERACTIVE acknowledges that this Agreement does not constitute an exempt or
confidential record under Florida law and that nothing contained herein constitutes Confidential Information.

C. Protection. The Receiving Party agrees to keep confidential all Confidential Information disclosed to it by the
Disclosing Party, and to protect the confidentiality thereof in accordance with Florida law.

D. Compelled Disclosure. If the Receiving Party is compelled by law or a court of law to disclose Confidential
Information of the Disclosing Party, it shall endeavor to provide the Disclosing Party with prior notice of such
compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party’s cost, if the
Disclosing Party wishes to contest the disclosure. This provision shall not be construed to require the Receiving
Party to act in a manner that it deems to be contrary to Florida law.

E. Duration. The obligations of each party set forth in this Section 4 shall: (i) with respect to Customizations, be
perpetual; (ii) with respect to information that constitutes a trade secret under Florida law and which information
has been so marked and the statutory authority for such furnished, continue from the date hereof until such information
no longer constitutes a trade secret; and (iii) with respect to all other information, continue from the date hereof for
two (2) years after the termination of this Agreement; provided, that said information has been so marked and the
statutory authority for such marking has been provided.

5. PROPRIETARY RIGHTS

A. Proprietary Rights. FRANKEL INTERACTIVE shall have, and MPO acknowledges that FRANKEL
INTERACTIVE shall have, and, to the extent necessary to reflect the foregoing, MPO hereby assigns to FRANKEL
INTERACTIVE, the exclusive right, title and interest (including all ownership and intellectual property rights) in and to
the FRANKEL INTERACTIVE Residuals (as defined below), and all Customizations other than the MPO Intellectual
Property (IP) (as defined below) (collectively, any FRANKEL INTERACTIVE Proprietary Platforms, Residuals and
Customizations referred to above, and all intellectual property rights in and to the foregoing are referred to as
“FRANKEL INTERACTIVE IP”). MPO hereby agrees to execute further documents and take further steps that are
reasonably necessary to give effect to the foregoing. However, nothing contained herein shall be construed to
deprive MPO of any right, title or interest it has in the Services, including the Deliverables.

B. Customizations. For purposes of this Agreement, “Customizations” means the tangible and intangible work
product, and all proprietary rights (including, without limitation, rights under patent, copyright, trade secret and other
similar laws) therein, that are developed in the course of performing the Services.

C. Residuals. MPO acknowledges that FRANKEL INTERACTIVE is in the business of creating and offering
website design, website development, IT & marketing consulting, online marketing services & software solutions. In
connection with such business, FRANKEL INTERACTIVE has developed and continues to develop ideas, concepts,
know-how, expertise, methods, methodologies, functional and technical architectures, techniques or skills of
FRANKEL INTERACTIVE, and its employees and contractors, writings in which any of the same are fixed (including, without limitation, all reports, computer software systems, routines, data models, technical data, processes, designs, code, and documentation and systems, concepts, and business information) (collectively, the "Residuals").

D. MPO IP Data. MPO shall have and retain all proprietary and intellectual property rights in and to the end user data supplied by MPO to FRANKEL INTERACTIVE under any applicable SOW, and in any Deliverable specifically identified in an SOW as "MPO IP".

E. Development of Platform. Nothing in this Agreement shall preclude FRANKEL INTERACTIVE from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to items which may be delivered to MPO pursuant to this Agreement. MPO acknowledges that Customizations other than MPO IP may be incorporated into and/or made a part of FRANKEL INTERACTIVE's proprietary platforms, products, or services.

6. TERMINATION

Term. This Agreement shall be December 7, 2015 through December 6, 2016.

A. Termination for Cause. This Agreement and any applicable SOW may be terminated by either party for cause: (a) upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; (b) if either party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or (c) immediately in the event of a material breach of Section 4 hereof. Termination of any SOW or this Agreement shall not waive any other rights or remedies such party may have hereunder or at law or in equity.

B. Termination for Convenience. The MPO may terminate this Agreement or any applicable SOW for its convenience upon sixty (60) days' notice to FRANKEL INTERACTIVE. FRANKEL INTERACTIVE shall be compensated for work satisfactorily performed through the date of termination if not in breach.

C. Outstanding Fees. Any payments due hereunder shall be payable for services provided through the effective date of termination of this Agreement or the applicable SOW.

D. Survival. The terms of Sections 4, 5, 6, 7, 8, 9, and 10 and any payment obligations shall survive termination, cancellation or expiration of this Agreement or of any SOW.

7. WARRANTIES AND DISCLAIMERS

A. Authorization. Each party represents and warrants that it has the legal power to enter into this Agreement.

B. Services and Customizations Warranty. FRANKEL INTERACTIVE warrants (i) that it will perform the Services related to each Deliverable in a competent and workmanlike manner and in accordance with the highest applicable industry standards for similar types of services; (ii) that the Customizations will conform to the specifications contained in the applicable user-oriented documentation (SOW) throughout the term of this Agreement and will be free from defects; and (iii) that nothing contained herein and no actions taken by FRANKEL INTERACTIVE in the provisions of the Services, including the Deliverables, shall infringe upon or violate the rights, intellectual property rights, copyrights or patents of any third party and the MPO shall have the quiet and peaceful enjoyment of the Services, including the Deliverables, free from all claims and the interference of others.

C. Claims. No warranty claim with respect to any part of the Services or Customizations may be made following the expiration of this Agreement, excluding a claim made pursuant to Section 7.B.(iii) above. MPO shall include with any such claim a reasonably detailed statement of its basis.

D. Disclaimer. THE WARRANTIES SET FORTH IN SECTION 7.B ARE THE ONLY WARRANTIES OF FRANKEL INTERACTIVE, ITS SUBCONTRACTORS, AGENTS AND AFFILIATES CONCERNING THE SERVICES AND ANY
DELIVERABLES, AND ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, MERCHANTABILITY OR OTHERWISE.

8. INDEMNIFICATION

A. If a third party claims that the Services or any part thereof, including the Deliverables and all software or documentation provided by FRANKEL INTERACTIVE in the performance of this Agreement infringes upon or misappropriates any patent, copyright, trade secret or any similar intellectual property right or proprietary right, FRANKEL INTERACTIVE shall, at the request of the MPO, defend the MPO against such claim at FRANKEL INTERACTIVE’s expense, and shall indemnify the MPO and defend or settle any suit or proceeding against the MPO based on such a claim. Upon the MPO’s receipt of notice of such a claim, it will notify FRANKEL INTERACTIVE of the claim, advise FRANKEL INTERACTIVE of its desire that it defend the MPO, and cooperate with FRANKEL INTERACTIVE in the defense of the claim. FRANKEL INTERACTIVE shall pay all damages and costs awarded in any such action by judgment or court order against the MPO or by way of settlement or compromise.

B. FRANKEL INTERACTIVE shall act in the best interests of MPO. MPO shall have the right to approve or reject any settlement or compromise. FRANKEL INTERACTIVE shall not waive any defense or agree to any action that may impose or result in the imposition of liability on the MPO, or constitute an admission against the interests of the MPO, unless the MPO has agreed to such.

C. FRANKEL INTERACTIVE shall protect, defend, reimburse, indemnify and hold Palm Beach County and the MPO and their respective agents, servants, volunteers, employees and elected officers free and harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney’s fees and costs, whether at trial or appellate levels, or otherwise, arising during and as a result of or related in any manner to FRANKEL INTERACTIVE’s performance of this Agreement or due to the negligent, intentional or wrongful acts or omissions, of any kind or character, of FRANKEL INTERACTIVE or any of its officers, servants, employees, agents or volunteers. FRANKEL INTERACTIVE’s indemnity obligations shall include all liability to third parties for the violation of any third party’s trade secrets, proprietary information, trademark, copyrights or patent rights unless such liability arises solely out of the intentionally wrongful acts of the MPO or Palm Beach County.

9. LIMITATION OF LIABILITY

A. Actions. No action against either party arising out of this Agreement may be brought by the other party more than three (3) years after the cause of action has arisen.

10. GENERAL PROVISIONS

A. Entire Agreement. This Agreement, inclusive of the SOWs, exhibits, and any amendments or additions thereto, constitutes the entire agreement and sets forth the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and discussions with respect thereto. FRANKEL INTERACTIVE acknowledges that Exhibit C to this Agreement contains required contract clauses that recipient of Federal Transit Administration (FTA) funding must flow down to third party contractors. Accordingly, FRANKEL INTERACTIVE agrees to the terms and conditions set forth in Exhibit C to this Agreement

B. Marketing. Neither party may issue press releases to this Agreement without the other party’s prior written consent.

C. Relationship of MPO and FRANKEL INTERACTIVE. The parties are independent contractors. This Agreement does not create a joint venture or partnership between the parties; no party is by virtue of this Agreement authorized as an agent, employee or representative of the other party. Moreover, nothing contained herein creates nor is intended to create any third party beneficiaries.

D. Modifications and Waiver. No modification of, amendment or addition to this Agreement is valid or binding unless set forth in writing and fully executed by both parties hereto. Any waiver of any right or remedy under this
Agreement must be in writing and signed by each party. No delay in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on one occasion shall not be construed as a waiver of any right or remedy on any future occasion.

E. Assignment. This Agreement and any rights or obligations hereunder, shall not be assigned, sublicensed or otherwise transferred by the parties without the prior written consent of the non-assigning party except that either party may assign or transfer this Agreement upon a change of control of a party or by operation of law by providing the non-assigning party with prior written notice thereof provided that the assignee agrees in writing to be bound by the terms of this Agreement.

F. Employees. During the term of this Agreement and for a period of one (1) year following the termination or expiration of all SOWs under this Agreement, neither party shall employ, offer employment to or solicit the employment of or otherwise entice away from the employment of the other party any individual employee (including 1099 personnel) employed or engaged by such other party during the Term of the Agreement without the prior written consent of such other party.

1. FRANKEL INTERACTIVE represents that it has, or will secure at its own expense, all necessary personnel required to perform the Services, and that the Services shall be performed by skilled and competent personnel to the highest professional standards in the field. Such personnel shall not be employees of or have any contractual relationship with the MPO. Any changes or substitutions in the personnel, listed in Exhibit "A", must be made known to the MPO before said change or substitution can become effective.

2. All of the Services shall be performed by FRANKEL INTERACTIVE or under its supervision, and all personnel engaged in performing the Services shall be fully qualified and, if required, authorized, licensed or permitted under Florida and other applicable law to perform the Services. FRANKEL INTERACTIVE represents that the Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

3. All of the FRANKEL INTERACTIVE’s personnel, and any subcontractors it may use, while on Palm Beach County or MPO premises will comply with all Palm Beach County or MPO requirements governing conduct, safety and security.

G. Governing Law. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, USA, without regard to conflicts of laws principles. The parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement. The parties irrevocably and unconditionally consent to the exclusive jurisdiction of the courts of the Palm Beach County District of Florida, USA, and all courts competent to hear appeals therefrom. The parties waive any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

H. Notices. Any notices under this Agreement shall be in writing and shall be deemed to have been delivered: (i) upon personal delivery; (ii) the fifth business day after mailing; (iii) the third business day after sending by confirmed facsimile; or (iv) the third business day after sending by email.

Notices to FRANKEL INTERACTIVE shall be addressed to:
ADAM FRANKEL
Frankel Interactive
1835 NE Miami Gardens Drive #514
North Miami, FL 33170

Notices to the MPO shall be addressed to:
NICK UHREN, EXECUTIVE DIRECTOR
Metropolitan Planning Organization
2300 North Jog Road
I. Severability. If any provision of this Agreement is held to be unenforceable or illegal by a court of competent jurisdiction, such provision shall be modified to the extent necessary to render it enforceable, or shall be severed from this Agreement, and all other provisions of this Agreement shall remain in full force and effect.

J. Counterparts. This Agreement may be executed in several counterparts each of which when executed shall be deemed to be an original, and such counterparts shall each constitute one and the same instrument and notwithstanding their date of execution shall be effective as of the Effective Date.

K. Force Majeure. Neither party to this Agreement shall be liable to the other for any failure or delay in performance by circumstances beyond its control, including but not limited to, acts of God, fire, labor difficulties, governmental action or terrorism, provided that the party seeking to rely on such circumstances gives written notice of such circumstances to the other party hereto and uses reasonable efforts to overcome such circumstances.

11. DBE, SUBCONTRACTING & PROMPT PAYMENT

A. FRANKEL INTERACTIVE is encouraged to seek disadvantaged business enterprises (DBEs) for participation in subcontracting opportunities. A DBE utilization goal has not been established for this Agreement.

B. FRANKEL INTERACTIVE agrees to ensure that DBEs as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement and that it will take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Neither FRANKEL INTERACTIVE nor any subcontractor it may use in the performance of this Agreement shall discriminate on the basis of race, color, national origin, or sex. FRANKEL INTERACTIVE shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of U.S. Department of Transportation (U.S. DOT) assisted contracts. Failure by FRANKEL INTERACTIVE to carry out these requirements for this Agreement, which is a U.S. DOT assisted contract, 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.

12. GENERAL PROVISIONS

A. FRANKEL INTERACTIVE shall not enter into any contract, subcontract, or arrangement in connection with the Project or any property included or planned to be included in the Project, 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.

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

C. FRANKEL INTERACTIVE shall not enter into any contract or arrangement in connection with the Project, with any person or entity who 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.

13. AVAILABILITY OF FUNDS

Notwithstanding anything contained in this Agreement, the MPO’s performance and obligation to pay 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 each fiscal year during which this Agreement is in effect) by the MPO and Palm Beach County for such purposes. FRANKEL INTERACTIVE shall not perform any act, fail to perform any act or refuse to comply with MPO requests which would contribute to or cause the MPO to be in violation of the terms or conditions of the JPA which the MPO is using or intends to use to compensate FRANKEL INTERACTIVE for its work under this Agreement or which would result in
the disallowance of any request for payment or reimbursement submitted by the MPO to a funding entity. FRANKEL INTERACTIVE acknowledges its receipt of a copy of the JPA. Consultant further acknowledges and agrees that the MPO’s duties and obligations under this Agreement are contingent upon the MPO’s receipt of funds from FDOT or the U.S. DOT to pay for the services provided by Consultant hereunder. The MPO’s failure to receive the funds needed to pay for the services to be provided hereunder or the revocation of such funds shall constitute a basis for termination for convenience in accordance with Article 5 of this Agreement. FRANKEL INTERACTIVE waives and releases the MPO from any and all damages, lost profits, or other harm or damage of any type or nature that incurred by FRANKEL INTERACTIVE as a result of the MPO’s termination of this Agreement for lack of funds or convenience.

14. ACCESS AND AUDITS

FRANKEL INTERACTIVE 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 at a location in Palm Beach County, Florida or such other location in Florida approved by the MPO’s Contract Representative. In the event of litigation or the settlement of claims relating to the Project, FRANKEL INTERACTIVE shall maintain all records until all litigation or claims have been finally resolved or disposed of, including any appeals. FRANKEL INTERACTIVE shall make all of its books, records, and other documents related, in any manner to its or its subcontractors’ performance of the Work, available to the MPO and any other funding entity (i.e., FDOT or U.S. DOT) for the purpose of inspection, audit or reproduction during normal business hours, at FRANKEL INTERACTIVE’s place of business or if FRANKEL INTERACTIVE’s place of business is not located in Palm Beach County, then at the location for maintenance of records referenced above. FRANKEL INTERACTIVE shall also require its subcontractors to make their books, records and documents available for inspection, reproduction, and audit in the same manner and same locations required herein of FRANKEL INTERACTIVE.

15. PREPARATION OF DOCUMENTS

Should the MPO be required by FDOT or an agency of the U.S. DOT to provide certifications, documents or reports related to the expenditure of funds for the purposes of this Agreement, FRANKEL INTERACTIVE will cooperate and assist the MPO with the preparation of such.

16. AUTHORITY TO PRACTICE

FRANKEL INTERACTIVE hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the MPO’s representative upon request.

17. DISCRIMINATORY VENDOR LIST

FRANKEL INTERACTIVE 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.

18. CRIMINAL HISTORY RECORDS CHECK

FRANKEL INTERACTIVE shall comply with the provisions of Palm Beach County Ordinance No. 2003-30, the Criminal History Records Check Ordinance (Ordinance), if FRANKEL INTERACTIVE’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. FRANKEL INTERACTIVE 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, FRANKEL INTERACTIVE shall be solely responsible for the financial, schedule, and staffing implications associated in complying with the Ordinance.
19. REGULATIONS; LICENSING REQUIREMENTS

FRANKEL INTERACTIVE shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. FRANKEL INTERACTIVE is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

20. TITLE VI – NONDISCRIMINATION POLICY STATEMENT

During the performance of this Agreement, FRANKEL INTERACTIVE agrees for itself, its assignees and successors in interest as follows:

A. Compliance with Regulations: FRANKEL INTERACTIVE 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: FRANKEL INTERACTIVE, 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. FRANKEL INTERACTIVE 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 FRANKEL INTERACTIVE, 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 FRANKEL INTERACTIVE of FRANKEL INTERACTIVE’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: FRANKEL INTERACTIVE 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 FRANKEL INTERACTIVE is in the exclusive possession of another who fails or refuses to furnish this information, FRANKEL INTERACTIVE 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 FRANKEL INTERACTIVE’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 FRANKEL INTERACTIVE until FRANKEL INTERACTIVE complies; and/or
2. Cancellation, termination or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: FRANKEL INTERACTIVE 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. FRANKEL INTERACTIVE 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 FRANKEL INTERACTIVE becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, FRANKEL INTERACTIVE 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, FRANKEL INTERACTIVE may request the United States to enter into such litigation to protect the interests of the United States.

The remainder of this page left is intentionally blank
Accepted by:

FRANKEL INTERACTIVE, INC.

By: [Signature]

Print Name: Adam Frankel
Title: President
Date: 11-10-15

Palm Beach Metropolitan Planning Organization

By: [Signature]

Print Name: Susan Haynie
Title: MPO Chair
Date: [Blank]

Attest:

By: [Signature]

Print Name: Nick Uhren

Approved as to
Terms and Conditions:

By: [Signature]

Nick Uhren, Executive Director, MPO

Reviewed as to
Legal Sufficiency:

By: [Signature]

Donna Raney, Assistant County Attorney
EXHIBIT A
Statement of Work (SOW) #1
General Maintenance & Consultative Services Agreement

Palm Beach Metropolitan Planning Organization will engage FRANKEL INTERACTIVE to provide ongoing website maintenance services.

Project Budget: $7,500.00 to be drawn down according to actual hours as shown below

On-going maintenance services for the MPO website and any additional web pages related to the website including, but not limited to:

- Programming modifications and updates to Content Management System (CMS) Core Platform
- Programming modifications to CMS modules
  - Calendar
  - Meetings
  - Staff
  - FAQs
  - Galleries
  - Newsletter subscribe
  - Contact
  - Form Builder
  - Slide* if applied
  - Blog/News
- Newsletter Module
  - Creation of templates
  - Broadcast Management
- Website Template modifications
  - Programming & CSS work
  - Graphics modification and/or creation
- Content management
- Data exports
- Photo manipulation Crop & Scale
- Photo Galleries & Uploads
- Video Galleries & Uploads
- Training
- Website monitoring
- Consulting or site usage and application
- Website Analytics evaluation and reporting

FRANKEL INTERACTIVE HOURLY RATES

Junior Graphic Designer - $60.00
Database Programmer - $110.00
Web Designer - $110.00
Content Manager - $110.00
Project Manager - $110.00
EXHIBIT B

Statement of Work (SOW) #2
Responsive Mobile Conversion MPO IP

Palm Beach Metropolitan Planning Organization will engage FRANKEL INTERACTIVE to modify the new palmbeachMPO.org website mobile functionality to be a fully responsive site. A responsive site is one that keeps the same look, feel and elements regardless of how wide the screen the site is being viewed is (desktop or mobile). To accommodate the variation in width, the elements on the page are programmed to shift position based on the screen dimensions.

Project Budget: $5,500.00 Paid in a lump sum payment following receipt of product and final acceptance by the MPO.

- Programming modifications to CMS module templates:
  - Content Pages
  - Calendar
  - Meetings
  - Staff
  - FAQs
  - Galleries
  - Contact Form
  - Form Builder
  - Slide* if applied
  - Blog/News

Deliverable: All new pages created will work within the new functionality. The above is also collectively referred to in the Agreement as the Deliverable.
EXHIBIT C

FTA REQUIRED CONTRACT CLAUSES

A. **No Government Obligation to Third Parties.** FRANKEL INTERACTIVE agrees, absent express written consent of the Federal Government, that the Federal Government is not a party to the Agreement 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 Agreement or any SOW or purchase order. FRANKEL INTERACTIVE 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.** FRANKEL INTERACTIVE 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, FRANKEL INTERACTIVE 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, SOW or Work Order is being performed. In addition to other penalties that may apply, FRANKEL INTERACTIVE 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. FRANKEL INTERACTIVE 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. FRANKEL INTERACTIVE agrees to include the above-stated provisions in each subcontract financed in whole or in part with federal assistance provided by the FTA. FRANKEL INTERACTIVE shall not modify the above stated provisions except to identify the subcontractor who will be subject to the provision.

C. **Federal Changes.** FRANKEL INTERACTIVE 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. FRANKEL INTERACTIVE’s failure to so comply shall constitute a material breach of this Agreement. FRANKEL INTERACTIVE 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, as amended, 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. FRANKEL INTERACTIVE 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 a JPA with FDOT or any FTA terms and conditions applicable to this Project. FRANKEL INTERACTIVE 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, FRANKEL INTERACTIVE 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, FRANKEL INTERACTIVE 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, FRANKEL INTERACTIVE 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. FRANKEL INTERACTIVE 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, FRANKEL INTERACTIVE 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, FRANKEL INTERACTIVE agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, FRANKEL INTERACTIVE agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC §12112, FRANKEL INTERACTIVE agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, FRANKEL INTERACTIVE agrees to comply with any implementing requirements FTA may issue.

3. FRANKEL INTERACTIVE 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, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of DBEs is 10%. The MPO's overall goal for DBE participation is 8.6%. A separate contract goal for DBE participation has not been established for this Agreement. FRANKEL INTERACTIVE 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. Neither FRANKEL INTERACTIVE 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.

2. As required by 49 CFR 26.13, FRANKEL INTERACTIVE 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. FRANKEL INTERACTIVE 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 FRANKEL INTERACTIVE 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 FRANKEL INTERACTIVE from future contracts as non-responsible.

3. FRANKEL INTERACTIVE shall include the foregoing statement in each subcontract or sub-contract it lets. In addition, FRANKEL INTERACTIVE is encouraged to seek disadvantaged business enterprises (DBEs) for participation in subcontracting opportunities.

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, FRANKEL INTERACTIVE 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. FRANKEL INTERACTIVE 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. FRANKEL INTERACTIVE further agrees to include a provision requiring such compliance in its subcontracts or any lower tier covered transaction it enters into.

H. Energy Conservation. FRANKEL INTERACTIVE 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.

I. Seat Belts. FRANKEL INTERACTIVE is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate FRANKEL INTERACTIVE-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, FRANKEL INTERACTIVE 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.
RESOLUTION MPO 2015-

RESOLUTION OF THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION TO JOIN THE U.S. DEPARTMENT OF TRANSPORTATION (USDOT) MAYORS’ CHALLENGE FOR SAFER PEOPLE, SAFER STREETS; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Palm Beach Metropolitan Planning Organization (MPO) supports the planning and implementation of streets designed for all modes of transportation and all users, including pedestrians, motorists, bicyclists, and transit riders of all ages and abilities, a concept known as Complete Streets; and

WHEREAS, the MPO recognizes that Complete Streets promote healthier travel choices, enhanced safety, equity, public health, and efficiency benefits, including reduced automobile, bicycle, and pedestrian accidents; and

WHEREAS, the MPO, is already undertaking efforts to promote the planning and implementation of Complete Streets concepts throughout Palm Beach County; and

WHEREAS, the MPO supports the goals of the U.S. Department of Transportation’s (USDOT) Mayors’ Challenge for Safer People, Safer Streets, and is joining with over 200 cities and municipalities across Florida and the country to promote Complete Streets and the use of context sensitive designs to improve safety for all street users; and

WHEREAS, the MPO recognizes the benefit in joining with the USDOT and other cities and municipalities to promote the safety, equity, public health, and efficiency benefits of Complete Streets.

NOW THEREFORE, BE IT RESOLVED BY THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION THAT:

1. The MPO joins the U.S. DOT’s Mayors’ Challenge for Safer People, Safer Streets and recognizes the importance of Complete Streets and improved safety for pedestrians, bicyclists, motorists, and transit users of all ages and abilities.

2. This Resolution shall take effect upon adoption.
The foregoing Resolution was offered by ______________________________________ who moved its adoption. The motion was seconded by ________________________________, and upon being put to a vote, the motion passed.

The Chairperson thereupon declared the Resolution duly adopted this 7th day of December, 2015.

Palm Beach Metropolitan Planning Organization

By: ___________________________________________
    Chairperson

ATTEST:

By: ___________________________________________
    Executive Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: ___________________________________________
    Assistant County Attorney
AGREEMENT BETWEEN
PALM BEACH METROPOLITAN PLANNING ORGANIZATION
AND GENERAL PLANNING CONSULTANT

This Agreement is made as of this 7th day of December, 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 Kittelson & Associates, Inc., an Oregon corporation, authorized to do business in the State of Florida and whose principal place of business is located at 110 East Broward Boulevard, Suite 2410, Fort Lauderdale, Florida 33301, (hereinafter referred to as the “CONSULTANT”).

WITNESSETH

WHEREAS, the MPO has requested the services of the CONSULTANT in connection with planning, design and implementation of the MPO’s Unified Planning Work Program (UPWP) as more fully described in the Scope of Services (also referred to as the “Services” “Scope” or “Work”) attached hereto as Exhibit “A” and incorporated into and made a part of this Agreement; and

WHEREAS, the focus will be to support the MPO’s Long-Range Transportation Plan and vision, including the development of transportation projects 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 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 invoice submitted by the MPO to FDOT for reimbursement under the MPO’s Joint Participation Agreements (JPA) with the FDOT.

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

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

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

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

Section 4. Effective Date, Term, and Renewal. This Agreement shall take effect on January 1, 2016 and shall remain in full force and effect for a period of three (3) years, expiring on December 31, 2018. The CONSULTANT 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 as deemed appropriate by the MPO. If the MPO elects to exercise the option(s), the MPO will notify the CONSULTANT of its election at least fifteen (15) days prior to the expiration of the then current term.
of the Agreement at the address set forth in Section 36 of this 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 CONSULTANT. 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 CONSULTANT, any deliverables, documents, additional services or products that will be created, produced or accomplished, the schedule, including the timeline for the performance of each task and subtasks, as determined appropriate by the MPO, and expected delivery date of any deliverables, the negotiated not to exceed fee to be paid to the CONSULTANT for the provision of each task or service, and the not to exceed amount of reimbursable expenses, if any. The parties acknowledge that the Scope of Services described in Exhibit “A” may be further refined through the work order process, and that the final determination of all services to be ordered and the cost of such services, is vested in the MPO. The CONSULTANT 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, the CONSULTANT 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 CONSULTANT for these activities.

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

Section 6. Payments.

A. The maximum amount to be paid by the MPO to the CONSULTANT under this Agreement is Nine Hundred Thousand Dollars ($900,000), including all out-of-pocket or reimbursable expenses. 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>$300,000.00</td>
</tr>
<tr>
<td>FY 2017</td>
<td>$300,000.00</td>
</tr>
<tr>
<td>FY 2018</td>
<td>$300,000.00</td>
</tr>
</tbody>
</table>

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

B. The CONSULTANT will bill the MPO for services rendered. CONSULTANT’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, the fee and the final loaded rate for billing
purposes for the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT shall be established within the Work Order for an individual task. Each billing shall not exceed the amount established by the parties for the work or task(s) performed. The 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 CONSULTANT’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 reimbursable travel expenses, if any, shall also be submitted in accordance with Chapter 112.061, F.S., and FDOT travel form number 300-000-01, as it may be amended or replaced from time to time. If FDOT establishes rates lower than the maximum provided in Chapter 112, F.S., the lower rates will apply.

D. Invoices received from the CONSULTANT 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 CONSULTANT official. Invoices will normally be paid within thirty (30) days following the MPO’s representative approval. Payments will be remitted to the CONSULTANT at the address set forth in Section 36 of this Agreement or such other address as is designated in writing by the CONSULTANT 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(s) charged. MPO shall not reimburse for photocopying, postage, courier charges, telephone calls, secretarial time, computerized research and travel costs for trips that originate and end within Palm Beach County, unless such costs are extraordinary and pre-approved by the MPO’s representative. 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 CONSULTANT shall be consistent with and supported as required by 49 CFR Sections 18.20
and 18.22 or 2 CFR Part 200 and 225, 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 CONSULTANT will clearly state “final invoice” on its last and final billing. This certifies that all services have been properly performed and all charges and costs have been invoiced to the 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 CONSULTANT. All invoices must be submitted within sixty (60) days of the expiration date of this Agreement. Invoices submitted thereafter will not be eligible for payment unless this requirement is waived, in writing, by the 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, fail to fully fund its obligations thereunder, or decline to provide funding approval for any fiscal year of the Agreement. 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 property of the MPO. Any modifications made by the MPO to any of the Consultant’s documents without written authorization from the Consultant, will be at the MPO’s sole risk and without liability to the Consultant.

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

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

2. Provide the public with access to public records on the same terms and conditions that the MPO would provide the records and at a cost that does not exceed the cost provided in Ch. 119, F.S., or as otherwise provided by law;

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

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

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

B. The CONSULTANT 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. The Palm Beach County Inspector General, FDOT, the State of Florida Chief Financial Officer, Comptroller or Auditor General, the FTA or FHWA Administrator or the U.S. DOT or their authorized employees and representatives, and any agency thereof, shall have access to and CONSULTANT shall make available its books, records, and documents related to the performance of this Agreement, for the purpose of inspection, audit or reproduction during normal business hours at the MPO’s or CONSULTANT’s place of business in Palm Beach County or other location identified in Palm Beach County and acceptable to the MPO for such purpose.

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, the CONSULTANT 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 CONSULTANT’s shall create an agency relationship between the MPO and the CONSULTANT or Palm Beach County and the CONSULTANT.

Section 12. FDOT Funded Project.

A. This Agreement is funded in whole or in part with funds received from FDOT by the 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 and any other agreement that the MPO may enter into with FDOT concerning the Work (JPA). The CONSULTANT 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. The CONSULTANT 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, CONSULTANT may terminate this Agreement by providing written notice to the MPO. In the event of termination, the CONSULTANT will be paid by the MPO for services satisfactorily rendered through the effective date of termination; provided, that, the CONSULTANT is not in breach, no circumstance(s) exists which would limit or restrict the 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 CONSULTANT is contingent upon the CONSULTANT’s satisfactory performance of the Work, the MPO’s receipt of funds from the FDOT and allocation of said funds for the purposes of this Agreement.

B. If any provision of this Agreement requires the CONSULTANT to violate any federal, state or local law or regulation, CONSULTANT will at once notify the 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 CONSULTANT for
cause upon sixty (60) days written notice to the MPO’s representative. It may also be terminated, in whole or in part, by the MPO, with cause, upon three (3) days written notice to the CONSULTANT, and without cause and for the convenience of the MPO upon five (5) days written notice to the CONSULTANT at its address set forth in this Agreement or other address designated in writing by the CONSULTANT in a notice to the MPO. The CONSULTANT 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 CONSULTANT shall be paid for services rendered to the MPO’s satisfaction through the date of termination except, if the CONSULTANT is in default the MPO shall have a right of set off against the amount that would otherwise be payable to the CONSULTANT to compensate the MPO for any actual damages suffered because of the CONSULTANT default(s). The CONSULTANT expressly acknowledges and agrees that five (5) days notice is adequate consideration for the MPO’s right to terminate for convenience. After receipt of a Termination Notice from the MPO, except as otherwise directed by the MPO, the CONSULTANT shall:

A. Stop work on the date and to the extent specified.

B. Incur no further costs or place orders for materials, services, or facilities, except as may be necessary to complete that portion of the Work not terminated; provided, that the CONSULTANT has obtained the 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 to the MPO.

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. **Indemnification.** The CONSULTANT shall save, protect, reimburse, indemnify and hold Palm Beach County and the MPO, and their respective agents, employees, volunteers and elected officers harmless from and against claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney’s fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of or related in any manner to the extent of the CONSULTANT’s negligent performance of the terms of this Agreement or due to the negligent acts, errors or omissions, of any kind or character, of the CONSULTANT or any of its officers, agents, employees or volunteers.

Section 15. **Insurance.**

A. The CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. The CONSULTANT shall agree to provide the MPO with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as MPO’s review or acceptance of insurance maintained by the CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.
B. Commercial General Liability. The CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than $500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by MPO. The CONSULTANT shall provide this coverage on a primary basis.

C. Business Automobile Liability. CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than $500,000 Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn’t own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. The CONSULTANT shall provide this coverage on a primary basis.

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

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

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

G. Waiver of Subrogation. The CONSULTANT hereby waives any and all rights of Subrogation against Palm Beach County and the MPO, and their respective Officers, Employees and Agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then the CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis.
H. Certificate(s) of Insurance. Prior to execution of this Contract, the CONSULTANT shall deliver to the MPO’s representative, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be delivered to:

Palm Beach Metropolitan Planning Organization  
c/o: Executive Director  
2300 N. Jog Road, 4th Floor  
West Palm Beach, Florida 33411

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

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

Section 16. Authority to Practice, Compliance with Laws, Licensing and Personnel. The CONSULTANT warrants that all professional services shall be performed by skilled and competent personnel to the degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities.

A. The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the 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 CONSULTANT 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. The CONSULTANT further represents and warrants that it has and will continue to maintain all licenses, certifications and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner and in accordance with law. Proof of such licenses, certifications and approvals shall be provided to the MPO’s representative upon request.

C. Any changes or substitutions to the CONSULTANT’s key personnel, as may be identified in its proposal submitted in response to the MPO’s RFP for “General Consultant Services for implementation of the MPO’s Unified Planning Work Program” must be made known to the MPO’s representative and written approval must be granted by the MPO’s
representative before any such change or substitution can become effective.

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

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

Section 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, the CONSULTANT certifies that it, its affiliates, suppliers, and subcontractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date of this Agreement.

Section 18. Discriminatory Vendor List. The CONSULTANT hereby certifies that it has not been placed on Florida’s Department of Management Services’ Discriminatory Vendor List as provided under Section 287.134, F.S.

Section 19. Criminal History Records Check. The CONSULTANT shall comply with the provisions of Palm Beach County Ordinance No. 2003-030, the Criminal History Records Check Ordinance (Ordinance), if the CONSULTANT’s employees or subcontractors are required under this Agreement to enter a critical facility as identified in Palm Beach County Resolution No. R-2003-1274. The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a critical facility will be subject to a fingerprint based criminal history records check. Although MPO agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with the Ordinance.

Section 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 the CONSULTANT’s employees and the employees of the CONSULTANT’s subcontractors. Accordingly, the CONSULTANT agrees that it will utilize the System, in accordance with law and the regulations applicable to the System, to verify the employment eligibility of its employees and that it will require any subcontractor used in the performance of the Work to verify the employment eligibility of its employees. The CONSULTANT shall provide evidence that it and its subcontractors have so verified the employment eligibility of all employees to the MPO and FDOT on forms and in the manner required by the MPO.

B. The CONSULTANT acknowledges that the MPO has received and will seek funds from FDOT, and that such funds may be used to pay the CONSULTANT for the services it provides under this Agreement. The CONSULTANT further acknowledges that FDOT has advised recipients of FDOT funds that it will consider a contractor’s employment of unauthorized aliens to be a violation of the Immigration and Nationality Act. The CONSULTANT affirms to the 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...
Section 21. Title VI – Nondiscrimination Policy Statement. During the performance of this Agreement, the CONSULTANT agrees for itself, its assignees and successors in interest as follows:

A. Compliance with Regulations: The CONSULTANT shall comply with the nondiscrimination regulations applicable to federally assisted programs of the U.S. 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: The CONSULTANT, with regard to the work performed during this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or familial status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by the Regulations established at 49 CFR 21, as they may be amended from time to time, including employment practices, if this Agreement covers a program set forth in Appendix B of the Regulations.

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

D. Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Federal Aviation Administration (FAA), 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 the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT 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 the CONSULTANT’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 the CONSULTANT until the CONSULTANT complies; and/or
2. Cancellation, termination or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: The CONSULTANT shall include the provisions of
paragraphs (A) through (E) of this section in every subcontract, including procurements of materials and leases of equipment, unless exempted by the Regulations, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as the 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 the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

Section 22. Conflict of Interest.

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

B. The CONSULTANT shall promptly notify the 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 the CONSULTANT’s judgment or the quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that the CONSULTANT may undertake and advise the MPO as to whether the association, interest, or circumstance would constitute a conflict of interest if entered into by the CONSULTANT. The MPO may notify the CONSULTANT of its opinion as to whether a conflict exists under the circumstances identified by the CONSULTANT. If, in the opinion of the MPO, the prospective business association, interest or circumstance would constitute a conflict of interest by the CONSULTANT, then the CONSULTANT shall immediately act to resolve or remedy the conflict. It the CONSULTANT shall fail to do so, the MPO may terminate this Agreement for cause.

C. The CONSULTANT shall not enter into any contract, subcontract, or arrangement in connection with the Work (also referred to herein as “Project,” “Scope,” “Scope of Services” or “Services”) or any property included or planned to be included in the Work, with any officer, director or employee of the 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. The CONSULTANT shall not enter into any contract or arrangement in connection with the Work or Project, with any person or entity that was represented before the 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. The CONSULTANT agrees for itself and shall insert in all contracts entered into in connection with the Work or Project or any property included or planned to be included in the Work or Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

No member, officer, or employee of the 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. The CONSULTANT is and shall be, in the performance of the Work, services and activities under this Agreement, an Independent Contractor and not an employee, agent, or servant of the 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 CONSULTANT’s sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects, the CONSULTANT’s relationship and the relationship of its employees to the MPO shall be that of an Independent Contractor and not as employees or agents of the MPO. The CONSULTANT 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 the CONSULTANT without the prior written consent of the MPO.

Section 25. Contingent Fees. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Section 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. The CONSULTANT 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 the CONSULTANT for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Work, the CONSULTANT shall complete and submit Standard Form-LLL “Disclosure Form to Report Lobbying,” in accordance with its instructions or provide notification to the MPO in any other manner the MPO may allow.

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

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

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

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

Section 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 CONSULTANT: Project Manager
Kittelson & Associates, Inc.
110 East Broward Boulevard, Suite 2410
Fort Lauderdale, Florida 33301

Section 37. **No Express or Intended Third Party Beneficiaries Created.** The parties acknowledge that this Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the MPO and CONSULTANT.

Section 38. **Disadvantaged Business Enterprises (DBE) and Prompt Payment.**

A. This Agreement is subject to the requirements of 49 CFR Part 26. As required by 49 CFR 26.13, the CONSULTANT will not discriminate on the basis of race, color, national origin, or sex in the performance of any U.S. DOT-assisted contract or the requirements of 49 CFR Part 26. The CONSULTANT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the performance of this Agreement. The 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.
B. Neither the CONSULTANT nor any subcontractor it may use in the performance of this Agreement shall discriminate on the basis of race, color, national origin, or sex in the award of or the performance of this Agreement. The CONSULTANT shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of this Agreement and the Work associated with this U.S. Department of Transportation (U.S. DOT) assisted contract. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy or action as the MPO deems appropriate which may include but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages, and/or
4. Disqualifying CONSULTANT from future contracts as non-responsible.

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

D. The CONSULTANT is encouraged to seek disadvantaged business enterprises (DBEs) for participation in subcontracting opportunities. A contract goal of 8.6% has been established for this Agreement. The CONSULTANT will comply with the tasks and proportionate dollar amounts throughout the term of this Agreement as it relates to the use of DBEs so that it maintains and meets this goal throughout the term of the Agreement. The provisions of this section apply to the CONSULTANT’s selection and use of subcontractors, including DBE subcontractors, to perform any part of this Agreement.

E. The MPO has adopted the Florida Department of Transportation’s (FDOT) DBE Program, including but not limited to FDOT’s Methodology for Determining DBE Goals and FDOT’s Annual Goal of 8.6% for DBE participation in solicitations and award of contracts. This DBE Program, as adopted by MPO, is incorporated into and made a part of this Agreement. The CONSULTANT acknowledges that it has reviewed and is familiar with the terms of the DBE Program. DBE participation towards overall and contract specific goals will be counted as provided in 49 CFR 26.55 and MPO’s adopted DBE Program.

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

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

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

I. The CONSULTANT will only be permitted to replace a certified DBE subcontractor who is unwilling or unable to perform. If a subcontractor fails to perform or make progress as required by this Agreement and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by MPO. If a goal or preference points has been assigned to this Agreement, the CONSULTANT shall make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on this Agreement with another certified DBE, to the extent needed to meet the contract goal. The CONSULTANT shall notify the MPO immediately of the DBE’s inability or unwillingness to perform and provide reasonable documentation of such. The CONSULTANT must obtain the MPO’s representative’s prior approval to substitute a DBE. The CONSULTANT shall provide copies of new or amended subcontracts, or documentation of good faith efforts, as required by the MPO. If the CONSULTANT fails or refuses to comply in the time specified, the MPO may issue an order stopping all or part of the work and payments therefor until satisfactory action has been undertaken, terminate this Agreement for noncompliance/default, impose sanctions, or take other action deemed appropriate by the MPO under the circumstances.

J. The CONSULTANT shall provide the MPO with a copy of the CONSULTANT’s contract with any subcontractor and any other related documentation requested by MPO’s representative. A copy of the Sub-Consultant Qualification Questionnaire Form and Prime Consultant Qualification Questionnaire Form submitted by the CONSULTANT with its proposal, and documentation evidencing the certification of DBEs to be used in the performance of this Agreement, are attached to this Agreement as Exhibit “D” and incorporated into and made a part hereof.

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

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

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

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

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

Section 39. Truth in Negotiations Certificate. Signature of this Agreement by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the CONSULTANT’s most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the MPO determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. MPO shall exercise its rights under this section within three (3) years following final payment.
Section 40. Federal and State Taxes. Palm Beach County is exempt from payment of the Florida State Sales and Use Taxes. The MPO may sign or have cause to have signed an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the MPO, nor is the CONSULTANT authorized to use the COUNTY's Tax Exemption Number in securing such materials.

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

Section 41. Successor and Assigns. The CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. The CONSULTANT shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other

Section 42 Excusable Delays. The CONSULTANT shall not be considered in default by reason of any failure in performance if its failure arises out of causes reasonably beyond the control of the CONSULTANT and without its fault or negligence. Such causes are limited to, acts of God, force majeure, natural or public health emergencies, freight embargoes, and abnormally severe and unusual weather conditions.

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

Section 43. Arrears. The CONSULTANT shall not pledge the MPO’s credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
IN WITNESS WHEREOF, the Palm Beach Metropolitan Planning Organization and the CONSULTANT have hereunto set their hands to this Agreement on this 7th day of December, 2015.

CONSULTANT

By: [Signature]

President

By: [Signature]

CONSULTANT

PALM BEACH METROPOLITAN PLANNING ORGANIZATION

By: [Signature]

Chair

WITNESS:

By: [Signature]

Print Name

WITNESS:

Approved as to Form and Legal Sufficiency

County Attorney

Approved as to Terms and Conditions

Executive Director, PBMPO
Exhibit “A”

SCOPE OF SERVICES

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.

Deliverables associated with the Work will be determined on a Task Work Order basis and issued in accordance with the process described in Section 5 of the Agreement.
**HOURLY BILLING RATES FOR TASK ORDERS**

**Kittelson & Associates, Inc.**
**(Prime Consultant)**

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<td>Technician II</td>
<td>$27.71</td>
<td>$60.43</td>
<td>$8.81</td>
<td>$96.95</td>
</tr>
<tr>
<td>Senior Technician</td>
<td>$33.13</td>
<td>$72.24</td>
<td>$10.54</td>
<td>$115.90</td>
</tr>
<tr>
<td>Associate Technician</td>
<td>$37.88</td>
<td>$82.60</td>
<td>$12.05</td>
<td>$132.53</td>
</tr>
<tr>
<td>Office Support</td>
<td>$10.90</td>
<td>$23.76</td>
<td>$3.47</td>
<td>$38.12</td>
</tr>
</tbody>
</table>

*Shown above are average category hourly billing rates. These category billing rates will be invoiced for the first fiscal year of the contract ending September 30, 2016. Unloaded rates for the following fiscal year will be increased pursuant section 6.B of the contract.*
Exhibit “C”

FEDERAL TRANSIT ADMINISTRATION REQUIRED CONTRACT CLAUSES

A. No Government Obligation to Third Parties. CONSULTANT 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. CONSULTANT 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. CONSULTANT 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, CONSULTANT 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, CONSULTANT 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. CONSULTANT 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. CONSULTANT agrees to include the above stated provisions in each subcontract financed in whole or in part with federal assistance provided by the FTA. CONSULTANT shall not modify the above stated provisions except to identify the subcontractor who will be subject to the provision.

C. Federal Changes. CONSULTANT 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. CONSULTANT’s failure to so comply shall constitute a material breach of this Agreement. CONSULTANT 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. CONSULTANT 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. CONSULTANT 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, CONSULTANT 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, CONSULTANT 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, CONSULTANT 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. CONSULTANT 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, CONSULTANT 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, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONSULTANT agrees to comply with any implementing requirements FTA may issue.

3. CONSULTANT 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). See Section 38 of the 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, CONSULTANT 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 and does so hereby certify. CONSULTANT agrees to comply with and does hereby assure and certify the 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. CONSULTANT 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. CONSULTANT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401, et seq. CONSULTANT 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. CONSULTANT 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, CONSULTANT 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. CONSULTANT 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. CONSULTANT 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. CONSULTANT agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan.

K. **Seat Belts.** CONSULTANT is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate CONSULTANT-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, CONSULTANT 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.
Exhibit "D"

PRIME CONSULTANT QUALIFICATION QUESTIONNAIRE

The detailed data requested here must be submitted in this format only. Use as many pages as needed to provide the following required information:

A. PRIME CONSULTANT

Firm Name: Kittelson & Associates, Inc.

Office Location: 110 E Broward Blvd, Ste 2410, Ft. Lauderdale, FL 33301

Address

Contact Person: Jessica Josselyn

Title: Associate Planner

Contact Person Email: jjosselyn@kittelson.com

Telephone Number: 954-828-1730

Fax #: 954-828-1787

Number of Employees 181 Firm-wide

The undersigned intends to perform work in connection with the above project as (check one):

_____ an individual  ____ a corporation  _____ a partnership  ____ a joint venture

B. CERTIFIED DBE *: _____ YES  ____ NO

* Attach applicable copy of Notice of Certification

C. STAFF PERSONNEL (TO BE COMPLETED BY NON M/WBE FIRMS):

List all minority/women personnel who will be assigned to this project by stating title/rank, employment status, and their percentage participation.

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Part/Full Time</th>
<th>Minority Designation</th>
<th>Participation %</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Please see attached</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

D. PRIME’S “TOTAL PROJECT PARTICIPATION”: 50 %

(Note: If sub-consultants are included, Line D. must be less than 100%)
<table>
<thead>
<tr>
<th>Job Title</th>
<th>Part/Full Time</th>
<th>Minority Designation</th>
<th>Participation %</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Jessica Josselyn</td>
<td>Full time</td>
<td>Woman</td>
<td>20%</td>
</tr>
<tr>
<td>Associate Planner</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Mary Raulerson</td>
<td>Full time</td>
<td>Woman</td>
<td>5%</td>
</tr>
<tr>
<td>Principal Planner</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Jane Lim-Yap, AICP, LEED AP</td>
<td>Full time</td>
<td>Minority/Woman</td>
<td>10%</td>
</tr>
<tr>
<td>Associate Planner</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Li Jin, PhD, AICP</td>
<td>Full time</td>
<td>Minority</td>
<td>10%</td>
</tr>
<tr>
<td>Senior Planner</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Kelly Blume, PE</td>
<td>Full time</td>
<td>Woman</td>
<td>10%</td>
</tr>
<tr>
<td>Associate Engineer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Patty Hurd</td>
<td>Full time</td>
<td>Woman</td>
<td>10%</td>
</tr>
<tr>
<td>Senior Planner</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SUBCONSULTANT QUALIFICATION QUESTIONNAIRE

The detailed data requested here must be submitted in this format only. Use as many pages as needed to provide the following required information:

A. SUBCONSULTANT

Firm Name: Marlin Engineering, Inc.

Office Location: 1700 NW 66th Avenue, Suite 106, Plantation, FL 33313

Contact Person: Jeffrey Weidner  
Contact Person Email: JWeidner@marlinengineering.com  
Telephone Number: 305-477-7575  
Fax #:  
Number of Employees 57

The undersigned intends to perform work in connection with the above project as (check one):

_____ an individual  
x  a corporation  
_____ a partnership  
_____ a joint venture

B. CERTIFIED DBE *:  

* Attach applicable copy of Notice of Certification

C. STAFF PERSONNEL (TO BE COMPLETED BY NON M/WBE FIRMS):

List all minority/women personnel who will be assigned to this project by stating title/rank, employment status, and their percentage participation.

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Part/Full Time</th>
<th>Minority Designation</th>
<th>Participation %</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Not Applicable</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

D. SUBCONSULTANT’S “TOTAL PROJECT PARTICIPATION”: 30 %

(Note: Line D. shall reflect the ACTUAL % and must be less than 100%)

Marlin Engineering, Inc.  
CONSULTANT FIRM

Ramon Soria, President  10/9/15  
TITLE & DATE

PALM BEACH METROPOLITAN PLANNING ORGANIZATION
2300 N. JOG ROAD, 4TH FLOOR
WEST PALM BEACH, FL 33411
December 15, 2014

Mr. Ramon Soria
MARLIN ENGINEERING, INC.
2191 NW 97th Ave
Doral, FL 33172

Anniversary Date: Annually on December 15

Dear Mr. Soria:

The Miami Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD), is pleased to notify you that your firm is certified under the Florida Unified Certification Program (UCP). Your firm meets the eligibility requirement for certification as a Disadvantaged Business Enterprise (DBE) in accordance with 49 CFR Part 26.

DBE certification is continuous with no expiration date; however, firms are required to attest that there are no changes via an affidavit annually on the firm’s anniversary date to remain certified. You will be notified of your annual responsibilities in advance of the Anniversary Date listed above. You must submit the annual AFFIDAVIT FOR CONTINUING ELIGIBILITY no later than the Anniversary Date to maintain your eligibility. Your firm will be listed in the UCP DBE Directory which can be accessed through the Florida Department of Transportation’s website: www.dot.state.fl.us/EqualOpportunityOffice/biznet20%ucp/.

DBE certification is NOT a guarantee of work, but it enables the firm to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, subcontractor, consultant, sub-consultant or material supplier.

If, at any time, there is a material change in your firm, you must advise this office, by sworn affidavit and supporting documentation, within thirty (30) days. Changes include, but are not limited to, ownership, officers, directors, management, key personnel, scope of work performed, daily operations, on-going business relationships with other firms or individuals or the physical location of your firm. After our review, you will receive instructions as to how you should proceed, if necessary. Failure to do so will be deemed a failure on your part to cooperate and will result in action to remove your firm’s DBE certification.

Questions or concerns should be directed to this office by mail or telephone. Our telephone number is (305) 375-3111 and fax number is (305) 375-3160.

Sincerely,

Gary Hartfield, Division Director
Small Business Development Division

NAICS & industry Title: (Your firm is eligible to compete for and perform work on all USDOT Federal Aid projects throughout Florida and may earn DBE or ACDBE credit for work performed in the following areas.)

541330 - ENGINEERING SERVICES (DBE)
541370 - SURVEYING AND MAPPING (EXCEPT GEOPHYSICAL) SERVICES (DBE)

cc: Veronica Clark, SBD
    Laurie Johnson, SBD
SUBCONSULTANT QUALIFICATION QUESTIONNAIRE

The detailed data requested here must be submitted in this format only. Use as many pages as needed to provide the following required information:

A. SUBCONSULTANT

Firm Name: Alta Planning + Design

Office Location: 115 Martin Luther King Jr. Dr., Suite 275, Office #14, Atlanta, GA 30303

Contact Person: John Cock Address Title: Principal

Contact Person Email: johncock@altaplanning.com

Telephone Number: 704-255-6200 Fax #: 919-484-3003 Number of Employees 165

The undersigned intends to perform work in connection with the above project as (check one):

_____ an individual  ___ a corporation  ___ a partnership  ___ a joint venture

B. CERTIFIED DBE * : _______ YES  ___ NO

* Attach applicable copy of Notice of Certification

C. STAFF PERSONNEL (TO BE COMPLETED BY NON M/WBE FIRMS):

List all minority/women personnel who will be assigned to this project by stating title/rank, employment status, and their percentage participation.

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Part/Full Time</th>
<th>Minority Designation</th>
<th>Participation %</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. John Cock, Principal</td>
<td>FT</td>
<td>N/A</td>
<td>25%</td>
</tr>
<tr>
<td>2. Wade Walker, Engineer</td>
<td>FT</td>
<td>N/A</td>
<td>15%</td>
</tr>
<tr>
<td>3. Brad Davis, Project Manager</td>
<td>FT</td>
<td>N/A</td>
<td>40%</td>
</tr>
<tr>
<td>4. Jessica Roberts, Programs Manager</td>
<td>FT</td>
<td>Woman</td>
<td>15%</td>
</tr>
</tbody>
</table>

D. SUBCONSULTANT'S “TOTAL PROJECT PARTICIPATION” : 10 %

(Note: Line D. shall reflect the ACTUAL % and must be less than 100%)

Alta Planning + Design

CONSULTANT FIRM

SIGNATURE

John Cock, Principal, 10/19/15

TITLE & DATE

PALM BEACH METROPOLITAN PLANNING ORGANIZATION
2300 N. JOG ROAD, 4TH FLOOR
WEST PALM BEACH, FL 33411
SUBCONSULTANT QUALIFICATION QUESTIONNAIRE

The detailed data requested here must be submitted in this format only. Use as many pages as needed to provide the following required information:

A. SUBCONSULTANT

Firm Name: ROAR MEDIA

Office Location: 150 ALHAMBRA CIRCLE, SUITE 725

Contact Person: Jolie Balido Title: President

Contact Person Email: Jolie @ ROAR MEDIA.COM

Telephone Number: (305) 586-0419 Fax #: __________________ Number of Employees 17

The undersigned intends to perform work in connection with the above project as (check one):

an individual [X] a corporation [ ] a partnership [ ] a joint venture

B. CERTIFIED DBE*: [ ] YES [ ] NO

*Attach applicable copy of Notice of Certification

N/A

C. STAFF PERSONNEL (TO BE COMPLETED BY NON M/WBE FIRMS):

List all minority/women personnel who will be assigned to this project by stating title/rank, employment status, and their percentage participation.

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Part/Full Time</th>
<th>Minority Designation</th>
<th>Participation %</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Jolie Balido</td>
<td>Full Time</td>
<td>Hispanic women</td>
<td>15</td>
</tr>
<tr>
<td>2. Andrea Philips-Lopez</td>
<td>Full Time</td>
<td>Women</td>
<td>15</td>
</tr>
<tr>
<td>3. Millie Acetab-Rousseau</td>
<td>Full Time</td>
<td>Hispanic women</td>
<td>15</td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

D. SUBCONSULTANT'S "TOTAL PROJECT PARTICIPATION": 10 %

(Note: Line D. shall reflect the ACTUAL % and must be less than 100%)

Roar Media

CONSULTANT FIRM

SIGNATURE

President 10/13/15

TITLE & DATE

PALM BEACH METROPOLITAN PLANNING ORGANIZATION
2300 N. JOG ROAD, 4TH FLOOR
WEST PALM BEACH, FL 33411
AGREEMENT BETWEEN
PALM BEACH METROPOLITAN PLANNING ORGANIZATION
AND GENERAL PLANNING CONSULTANT

This Agreement is made as of this 7th day of December, 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 Kimley-Horn and Associates, Inc., a North Carolina corporation, authorized to do business in the State of Florida and whose principal place of business is located at 1920 Wekiva Way, Suite 200, West Palm Beach, Florida 33411, (hereinafter referred to as the “CONSULTANT”).

WITNESSETH

WHEREAS, the MPO has requested the services of the CONSULTANT in connection with planning, design and implementation of the MPO’s Unified Planning Work Program (UPWP) as more fully described in the Scope of Services (also referred to as the “Services” “Scope” or “Work”) attached hereto as Exhibit “A” and incorporated into and made a part of this Agreement; and

WHEREAS, the focus will be to support the MPO’s Long-Range Transportation Plan and vision, including the development of transportation projects 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 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 invoice submitted by the MPO to FDOT for reimbursement under the MPO’s Joint Participation Agreements (JPA) with the FDOT.

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

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

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

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

Section 4. Effective Date, Term, and Renewal. This Agreement shall take effect on January 1, 2016 and shall remain in full force and effect for a period of three (3) years, expiring on December 31, 2018. The CONSULTANT 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 as deemed appropriate by the MPO. If the MPO elects to exercise the option(s), the MPO will notify the CONSULTANT of its election at least fifteen (15) days prior to the expiration of the then current term.
of the Agreement at the address set forth in Section 36 of this 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 CONSULTANT. 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 CONSULTANT, any deliverables, documents, additional services or products that will be created, produced or accomplished, the schedule, including the timeline for the performance of each task and subtasks, as determined appropriate by the MPO, and expected delivery date of any deliverables, the negotiated not to exceed fee to be paid to the CONSULTANT for the provision of each task or service, and the not to exceed amount of reimbursable expenses, if any. The parties acknowledge that the Scope of Services described in Exhibit “A” may be further refined through the work order process, and that the final determination of all services to be ordered and the cost of such services, is vested in the MPO. The CONSULTANT 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, the CONSULTANT 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 CONSULTANT for these activities.

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

Section 6. Payments.

A. The maximum amount to be paid by the MPO to the CONSULTANT under this Agreement is Nine Hundred Thousand Dollars ($900,000), including all out-of-pocket or reimbursable expenses. 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>$300,000.00</td>
</tr>
<tr>
<td>FY 2017</td>
<td>$300,000.00</td>
</tr>
<tr>
<td>FY 2018</td>
<td>$300,000.00</td>
</tr>
</tbody>
</table>

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

B. The CONSULTANT will bill the MPO for services rendered. CONSULTANT’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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT shall be established within the Work Order for an individual task. Each billing shall not exceed the amount established by the parties for the work or task(s) performed. The 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 CONSULTANT’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 reimbursable travel expenses, if any, shall also be submitted in accordance with Chapter 112.061, F.S., and FDOT travel form number 300-000-01, as it may be amended or replaced from time to time. If FDOT establishes rates lower than the maximum provided in Chapter 112, F.S., the lower rates will apply.

D. Invoices received from the CONSULTANT 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 CONSULTANT official. Invoices will normally be paid within thirty (30) days following the MPO’s representative approval. Payments will be remitted to the CONSULTANT at the address set forth in Section 36 of this Agreement or such other address as is designated in writing by the CONSULTANT 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(s) charged. MPO shall not reimburse for photocopying, postage, courier charges, telephone calls, secretarial time, computerized research and travel costs for trips that originate and end within Palm Beach County, unless such costs are extraordinary and pre-approved by the MPO’s representative. 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 CONSULTANT shall be consistent with and supported as required by 49 CFR Sections 18.20
and 18.22 or 2 CFR Part 200 and 225, 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 CONSULTANT will clearly state “final invoice” on its last and final billing. This certifies that all services have been properly performed and all charges and costs have been invoiced to the 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 CONSULTANT. All invoices must be submitted within sixty (60) days of the expiration date of this Agreement. Invoices submitted thereafter will not be eligible for payment unless this requirement is waived, in writing, by the 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, fail to fully fund its obligations thereunder, or decline to provide funding approval for any fiscal year of the Agreement. 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 property of the MPO. Any modifications made by the MPO to any of the Consultant’s documents without written authorization from the Consultant, will be at the MPO's sole risk and without liability to the Consultant.

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

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

2. Provide the public with access to public records on the same terms and conditions that the MPO would provide the records and at a cost that does not exceed the cost provided in Ch. 119, F.S., or as otherwise provided by law;

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

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

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

B. The CONSULTANT 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. The Palm Beach County Inspector General, FDOT, the State of Florida Chief Financial Officer, Comptroller or Auditor General, the FTA or FHWA Administrator or the U.S. DOT or their authorized employees and representatives, and any agency thereof, shall have access to and CONSULTANT shall make available its books, records, and documents related to the performance of this Agreement, for the purpose of inspection, audit or reproduction during normal business hours at the MPO’s or CONSULTANT’s place of business in Palm Beach County or other location identified in Palm Beach County and acceptable to the MPO for such purpose.

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, the CONSULTANT 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 CONSULTANT’s shall create an agency relationship between the MPO and the CONSULTANT or Palm Beach County and the CONSULTANT.

Section 12. FDOT Funded Project.

A. This Agreement is funded in whole or in part with funds received from FDOT by the 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 and any other agreement that the MPO may enter into with FDOT concerning the Work (JPA). The CONSULTANT 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. The CONSULTANT 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, CONSULTANT may terminate this Agreement by providing written notice to the MPO. In the event of termination, the CONSULTANT will be paid by the MPO for services satisfactorily rendered through the effective date of termination; provided, that, the CONSULTANT is not in breach, no circumstance(s) exists which would limit or restrict the 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 CONSULTANT is contingent upon the CONSULTANT’s satisfactory performance of the Work, the MPO’s receipt of funds from the FDOT and allocation of said funds for the purposes of this Agreement.

B. If any provision of this Agreement requires the CONSULTANT to violate any federal, state or local law or regulation, CONSULTANT will at once notify the 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 CONSULTANT for
cause upon sixty (60) days written notice to the MPO’s representative. It may also be terminated, in whole or in part, by the MPO, with cause, upon three (3) days written notice to the CONSULTANT, and without cause and for the convenience of the MPO upon five (5) days written notice to the CONSULTANT at its address set forth in this Agreement or other address designated in writing by the CONSULTANT in a notice to the MPO. The CONSULTANT 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 CONSULTANT shall be paid for services rendered to the MPO’s satisfaction through the date of termination except, if the CONSULTANT is in default the MPO shall have a right of set off against the amount that would otherwise be payable to the CONSULTANT to compensate the MPO for any actual damages suffered because of the CONSULTANT default(s). The CONSULTANT expressly acknowledges and agrees that five (5) days notice is adequate consideration for the MPO’s right to terminate for convenience. After receipt of a Termination Notice from the MPO, except as otherwise directed by the MPO, the CONSULTANT shall:

A. Stop work on the date and to the extent specified.

B. Incur no further costs or place orders for materials, services, or facilities, except as may be necessary to complete that portion of the Work not terminated; provided, that the CONSULTANT has obtained the 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 to the MPO.

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. Indemnification. The CONSULTANT shall save, protect, reimburse, indemnify and hold Palm Beach County and the MPO, and their respective agents, employees, volunteers and elected officers harmless from and against claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney’s fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of or related in any manner to the extent of the CONSULTANT’s negligent performance of the terms of this Agreement or due to the negligent acts, errors or omissions, of any kind or character, of the CONSULTANT or any of its officers, agents, employees or volunteers.

Section 15. Insurance.

A. The CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. The CONSULTANT shall agree to provide the MPO with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as MPO’s review or acceptance of insurance maintained by the CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.
B. Commercial General Liability. The CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than $500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by MPO. The CONSULTANT shall provide this coverage on a primary basis.

C. Business Automobile Liability. CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than $500,000 Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn’t own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. The CONSULTANT shall provide this coverage on a primary basis.

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

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

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

G. Waiver of Subrogation. The CONSULTANT hereby waives any and all rights of Subrogation against Palm Beach County and the MPO, and their respective Officers, Employees and Agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then the CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis.
H. Certificate(s) of Insurance. Prior to execution of this Contract, the CONSULTANT shall deliver to the MPO's representative, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be delivered to:

Palm Beach Metropolitan Planning Organization  
c/o: Executive Director  
2300 N. Jog Road, 4th Floor  
West Palm Beach, Florida 33411

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

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

Section 16. Authority to Practice, Compliance with Laws, Licensing and Personnel. The CONSULTANT warrants that all professional services shall be performed by skilled and competent personnel to the degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities.

A. The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the 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 CONSULTANT 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. The CONSULTANT further represents and warrants that it has and will continue to maintain all licenses, certifications and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner and in accordance with law. Proof of such licenses, certifications and approvals shall be provided to the MPO’s representative upon request.

C. Any changes or substitutions to the CONSULTANT’s key personnel, as may be identified in its proposal submitted in response to the MPO’s RFP for “General Consultant Services for implementation of the MPO’s Unified Planning Work Program” must be made known to the MPO’s representative and written approval must be granted by the MPO’s representative before any such change or substitution can become effective.
D. All of the CONSULTANT’s personnel and all of its subcontractors, while on Palm Beach County property, shall comply with all Palm Beach County requirements governing conduct, safety and security.

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

Section 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, the CONSULTANT certifies that it, its affiliates, suppliers, and subcontractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date of this Agreement.

Section 18. Discriminatory Vendor List. The CONSULTANT hereby certifies that it has not been placed on Florida’s Department of Management Services’ Discriminatory Vendor List as provided under Section 287.134, F.S.

Section 19. Criminal History Records Check. The CONSULTANT shall comply with the provisions of Palm Beach County Ordinance No. 2003-030, the Criminal History Records Check Ordinance (Ordinance), if the CONSULTANT’s employees or subcontractors are required under this Agreement to enter a critical facility as identified in Palm Beach County Resolution No. R-2003-1274. The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a critical facility will be subject to a fingerprint based criminal history records check. Although MPO agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with the Ordinance.

Section 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 the CONSULTANT’s employees and the employees of the CONSULTANT’s subcontractors. Accordingly, the CONSULTANT agrees that it will utilize the System, in accordance with law and the regulations applicable to the System, to verify the employment eligibility of its employees and that it will require any subcontractor used in the performance of the Work to verify the employment eligibility of its employees. The CONSULTANT shall provide evidence that it and its subcontractors have so verified the employment eligibility of all employees to the MPO and FDOT on forms and in the manner required by the MPO.

B. The CONSULTANT acknowledges that the MPO has received and will seek funds from FDOT, and that such funds may be used to pay the CONSULTANT for the services it provides under this Agreement. The CONSULTANT further acknowledges that FDOT has advised recipients of FDOT funds that it will consider a contractor’s employment of unauthorized aliens to be a violation of the Immigration and Nationality Act. The CONSULTANT affirms to the 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, the CONSULTANT agrees for itself, its assignees and successors in interest as follows:

A. Compliance with Regulations: The CONSULTANT shall comply with the nondiscrimination regulations applicable to federally assisted programs of the U.S. 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: The CONSULTANT, with regard to the work performed during this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or familial status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by the Regulations established at 49 CFR 21, as they may be amended from time to time, including employment practices, if this Agreement covers a program set forth in Appendix B of the Regulations.

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

D. Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Federal Aviation Administration (FAA), 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 the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT 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 the CONSULTANT’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 the CONSULTANT until the CONSULTANT complies; and/or
2. Cancellation, termination or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (A) through (E) of this section in every subcontract, including procurements of
materials and leases of equipment, unless exempted by the Regulations, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as the 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 the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

Section 22. Conflict of Interest.

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

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

C. The CONSULTANT shall not enter into any contract, subcontract, or arrangement in connection with the Work (also referred to herein as “Project,” “Scope,” “Scope of Services” or “Services”) or any property included or planned to be included in the Work, with any officer, director or employee of the 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. The CONSULTANT shall not enter into any contract or arrangement in connection with the Work or Project, with any person or entity that was represented before the 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. The CONSULTANT agrees for itself and shall insert in all contracts entered into in connection with the Work or Project or any property included or planned to be included in the Work or Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

No member, officer, or employee of the 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. The CONSULTANT is and shall be, in the performance of the Work, services and activities under this Agreement, an Independent Contractor and not an employee, agent, or servant of the 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 CONSULTANT’s sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects, the CONSULTANT’s relationship and the relationship of its employees to the MPO shall be that of an Independent Contractor and not as employees or agents of the MPO. The CONSULTANT 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 the CONSULTANT without the prior written consent of the MPO.

Section 25. Contingent Fees. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Section 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. The CONSULTANT 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 the CONSULTANT for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Work, the CONSULTANT shall complete and submit Standard Form-LLL “Disclosure Form to Report Lobbying,” in accordance with its instructions or provide notification to the MPO in any other manner the MPO may allow.

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

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

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

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

Section 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 CONSULTANT:  
Stewart Robertson, P.E., Project Manager  
Kimley-Horn and Associates, Inc.  
1920 Wekiva Way, Suite 200  
West Palm Beach, Florida 33411

Section 37. **No Express or Intended Third Party Beneficiaries Created.** The parties acknowledge that this Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the MPO and CONSULTANT.

Section 38. **Disadvantaged Business Enterprises (DBE) and Prompt Payment.**

A. This Agreement is subject to the requirements of 49 CFR Part 26. As required by 49 CFR 26.13, the CONSULTANT will not discriminate on the basis of race, color, national origin, or sex in the performance of any U.S. DOT-assisted contract or the requirements of 49 CFR Part 26. The CONSULTANT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the performance of this Agreement. The 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.

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

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages, and/or
4. Disqualifying CONSULTANT from future contracts as non-responsible.

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

D. The CONSULTANT is encouraged to seek disadvantaged business enterprises (DBEs) for participation in subcontracting opportunities. A contract goal of 8.6% has been established for this Agreement. The CONSULTANT will comply with the tasks and proportionate dollar amounts throughout the term of this Agreement as it relates to the use of DBEs so that it maintains and meets this goal throughout the term of the Agreement. The provisions of this section apply to the CONSULTANT’s selection and use of subcontractors, including DBE subcontractors, to perform any part of this Agreement.

E. The MPO has adopted the Florida Department of Transportation’s (FDOT) DBE Program, including but not limited to FDOT’s Methodology for Determining DBE Goals and FDOT’s Annual Goal of 8.6% for DBE participation in solicitations and award of contracts. This DBE Program, as adopted by MPO, is incorporated into and made a part of this Agreement. The CONSULTANT acknowledges that it has reviewed and is familiar with the terms of the DBE Program. DBE participation towards overall and contract specific goals will be counted as provided in 49 CFR 26.55 and MPO’s adopted DBE Program.

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

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

H. The MPO reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this
I. The CONSULTANT will only be permitted to replace a certified DBE subcontractor who is unwilling or unable to perform. If a subcontractor fails to perform or make progress as required by this Agreement and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by MPO. If a goal or preference points has been assigned to this Agreement, the CONSULTANT shall make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on this Agreement with another certified DBE, to the extent needed to meet the contract goal. The CONSULTANT shall notify the MPO immediately of the DBE’s inability or unwillingness to perform and provide reasonable documentation of such. The CONSULTANT must obtain the MPO’s representative’s prior approval to substitute a DBE. The CONSULTANT shall provide copies of new or amended subcontracts, or documentation of good faith efforts, as required by the MPO. If the CONSULTANT fails or refuses to comply in the time specified, the MPO may issue an order stopping all or part of the work and payments therefor until satisfactory action has been undertaken, terminate this Agreement for noncompliance/default, impose sanctions, or take other action deemed appropriate by the MPO under the circumstances.

J. The CONSULTANT shall provide the MPO with a copy of the CONSULTANT’s contract with any subcontractor and any other related documentation requested by MPO’s representative. A copy of the Sub-Consultant Qualification Questionnaire Form and Prime Consultant Qualification Questionnaire Form submitted by the CONSULTANT with its proposal, and documentation evidencing the certification of DBEs to be used in the performance of this Agreement, are attached to this Agreement as Exhibit “D” and incorporated into and made a part hereof.

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

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

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

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

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

Section 39. Truth in Negotiations Certificate. Signature of this Agreement by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the CONSULTANT’s most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the MPO determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. MPO shall exercise its rights under this section within three (3) years following final payment.
Section 40. **Federal and State Taxes.** Palm Beach County is exempt from payment of the Florida State Sales and Use Taxes. The MPO may sign or have cause to have signed an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the MPO, nor is the CONSULTANT authorized to use the COUNTY’s Tax Exemption Number in securing such materials.

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

**Section 41. Successor and Assigns.** The CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. The CONSULTANT shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other

**Section 42 Excusable Delays.** The CONSULTANT shall not be considered in default by reason of any failure in performance if its failure arises out of causes reasonably beyond the control of the CONSULTANT and without its fault or negligence. Such causes are limited to, acts of God, force majeure, natural or public health emergencies, freight embargoes, and abnormally severe and unusual weather conditions.

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

**Section 43. Arrears** The CONSULTANT shall not pledge the MPO’s credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
IN WITNESS WHEREOF, the Palm Beach Metropolitan Planning Organization and the CONSULTANT have hereunto set their hands to this Agreement on this 7th day of December, 2015.

KIMLEY-HORN AND ASSOCIATES, INC.

Bryan T. Rapp
Senior Vice President
Title

WITNESS:

Jennifer N. Carriker
Print Name

PALM BEACH METROPOLITAN PLANNING ORGANIZATION

By: ___________________________
    Chair

WITNESS:

Signature

Print Name

Approved as to Form and Legal Sufficiency

County Attorney

Approved as to Terms and Conditions

Executive Director, PBMPPO
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 with 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.

Deliverables associated with the Work will be determined on a Task Work Order basis and issued in accordance with the process described in Section 5 of the Agreement.
## Exhibit "B"

**KIMLEY-HORN AND ASSOCIATES, INC.**

**STANDARD HOURLY RATE TABLE**

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<thead>
<tr>
<th>CATEGORY</th>
<th>UNLOADED RATE</th>
<th>LOADED RATE</th>
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</table>

Overhead Percentage 192.16%

Operating Margin Percentage 17%

Total Indirect Percentage 209.16%

Total Direct and Indirect 309.16%
A. No Government Obligation to Third Parties. CONSULTANT 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. CONSULTANT 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. CONSULTANT 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, CONSULTANT 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, CONSULTANT 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. CONSULTANT 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. CONSULTANT agrees to include the above stated provisions in each subcontract financed in whole or in part with federal assistance provided by the FTA. CONSULTANT shall not modify the above stated provisions except to identify the subcontractor who will be subject to the provision.

C. Federal Changes. CONSULTANT 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. CONSULTANT’s failure to so comply shall constitute a material breach of this Agreement. CONSULTANT 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. CONSULTANT 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. CONSULTANT 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, CONSULTANT 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, CONSULTANT 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, CONSULTANT 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. CONSULTANT 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, CONSULTANT 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, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONSULTANT agrees to comply with any implementing requirements FTA may issue.

3. CONSULTANT 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). See Section 38 of the 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, CONSULTANT 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 and does so hereby certify. CONSULTANT agrees to comply with and does hereby assure and certify the 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. CONSULTANT 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. CONSULTANT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401, et seq. CONSULTANT 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. CONSULTANT 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, CONSULTANT 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. CONSULTANT 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. CONSULTANT 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. CONSULTANT agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan.

K. **Seat Belts.** CONSULTANT is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate CONSULTANT-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, CONSULTANT 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.
PRIME CONSULTANT QUALIFICATION QUESTIONNAIRE

The detailed data requested here must be submitted in this format only. Use as many pages as needed to provide the following required information:

A. PRIME CONSULTANT

Firm Name: ____________________________
Office Location: _____________________________________________________________________
Contact Person: ____________________ Title: __________________
Contact Person Email: __________________________
Telephone Number: ______________ Fax #: _______________ Number of Employees ________

The undersigned intends to perform work in connection with the above project as (check one):

_____an individual _____a corporation _____a partnership _____a joint venture

B. CERTIFIED DBE *: _______ YES _______ NO

* Attach applicable copy of Notice of Certification

C. STAFF PERSONNEL (TO BE COMPLETED BY NON M/WBE FIRMS):

List all minority/women personnel who will be assigned to this project by stating title/rank, employment status, and their percentage participation.

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Part/Full Time</th>
<th>Minority Designation</th>
<th>Participation %</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Analyst/Engineer</td>
<td>Full</td>
<td>Hispanic American/Woman</td>
<td>25%</td>
</tr>
<tr>
<td>2. Vice President/Engineer</td>
<td>Full</td>
<td>Woman</td>
<td>15%</td>
</tr>
<tr>
<td>3. GIS Analyst</td>
<td>Full</td>
<td>Woman</td>
<td>20%</td>
</tr>
</tbody>
</table>

D. PRIME’S “TOTAL PROJECT PARTICIPATION”: ___65___ %

(Note: If sub-consultants are included, Line D. must be less than 100%)

Kimley-Horn and Associates, Inc.
CONSULTANT FIRM

Stewart Robertson, P.E.
Vice President
Kimley-Horn and Associates, Inc.
October 23, 2015

TITLE & DATE
NOTICE OF PROFESSIONAL CONSULTANT CERTIFICATION
(CONTINUED)

FIRM: Kimley-Horn and Associates, Inc.

<table>
<thead>
<tr>
<th>8. MECHANICAL ENGINEERING:</th>
<th>10. STRUCTURAL ENGINEERING</th>
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<tr>
<td>01 WASTE WATER TREATMENT SYSTEMS.............</td>
<td>01 INSTITUTIONAL..................................</td>
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<tr>
<td>02 WASTE WATER COLLECTION SYSTEMS.............</td>
<td>02 RECREATIONAL..................................</td>
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<tr>
<td>03 WATER SUPPLY TREATMENT SYSTEMS.............</td>
<td>03 INDUSTRIAL....................................</td>
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<td>04 WATER DISTRIBUTION SYSTEMS..................</td>
<td>04 RESIDENTIAL...................................</td>
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<td>05 HEATING SYSTEMS................................</td>
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<td>06 COOLING SYSTEMS................................</td>
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<td>07 SPECIALIZED DESIGN............................</td>
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<tr>
<td>01 INSTITUTIONAL FACILITIES........................</td>
<td>01 OFFSHORE SAND STUDIES..........................</td>
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<td>02 RECREATIONAL FACILITIES........................</td>
<td>02 BEACH RESTORATION..............................</td>
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<td>03 UNDERWATER INVESTIGATION......................</td>
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<td>04 RESIDENTIAL FACILITIES...........................</td>
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<tr>
<td>05 HIGHWAY LIGHTING................................</td>
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<th>12. ENVIRONMENTAL ENGINEERING:</th>
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<tr>
<td>01 AIR QUALITY INVESTIGATION &amp; AIR POLLUTION CONTROL....................................</td>
<td>[X]</td>
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<tr>
<td>02 ENVIRONMENTAL AUDIT/SITE INVESTIGATION.......................................................</td>
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<td>03 SOIL AND GROUNDWATER CONTAMINATION ASSESSMENT AND REMEDIATION SYSTEM DESIGN.....</td>
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<td>04 SOLID/HAZARDOUS WASTE MANAGEMENT..........</td>
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<td>05 INDUSTRIAL WASTE MANAGEMENT................</td>
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<td>06 WATER RESOURCE EVALUATION AND DEVELOPMENT.................................................</td>
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<td>07 WATER &amp; WASTEWATER TREATMENT PROCESS DESIGN.............................................</td>
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<th>13. OTHER: SPECIFY AREA(S) OF EXPERTISE:</th>
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<tbody>
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* = ADDITIONS  
** = DELETIONS

Jerry Ingram, Sr. Vice President  3-8-12

Tanya N. McConnell, P.E. Deputy County Engineer  3/15/12

Rev Oct 2011

PAGE 2 OF 2
NOTICE OF PROFESSIONAL CONSULTANT CERTIFICATION

In accordance with established procedures, the Deputy County Engineer on March 15, 2012, certified that you are qualified to provide consulting services to Palm Beach County in the categories of work checked below. Notice of certification is NOT notice of selection.

Consultant Name: Kimley-Horn and Associates, Inc.
Address: 1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411

Phone Number: (561) 845-0665  Fax Number: (561) 863-8175

Primary Contact Name: Amy L. McGregor
Primary Contact e-Mail Address: amy.mcgregor@kimley-horn.com
Secondary Contact Name:
Secondary Contact e-Mail Address:

1. TRANSPORTATION PLANNING:

<p>| | |</p>
<table>
<thead>
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<td>03</td>
<td>AIRPORT MASTER PLANNING... [X]</td>
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<td>04</td>
<td>WATERWAYS &amp; PORTS PLANNING... [X]</td>
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<tr>
<td>05</td>
<td>MASS &amp; RAPID TRANSIT PLANNING... [X]</td>
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<tr>
<td>06</td>
<td>ALTERNATE SYSTEMS &amp; CORRIDOR LOCATION PLANNING... [X]</td>
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<tr>
<td>07</td>
<td>ENVIRONMENTAL STUDIES... [X]</td>
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<tr>
<td>08</td>
<td>ATTITUDE, OPINION &amp; COMMUNITY VALUE STUDIES... [X]</td>
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4. HIGHWAY DESIGN BRIDGES:

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<td>MOVABLE SPAN BRIDGE DESIGN... [X]</td>
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5. TOPOGRAPHY:

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<td>GEODETIC SURVEYING... [X]</td>
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<td>04</td>
<td>AERIAL PHOTOGRAPHY...</td>
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<td>05</td>
<td>AERIAL PHOTOGRAMMETRY...</td>
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<td>06</td>
<td>REMOTE SENSING... [X]</td>
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2. MASS TRANSIT OPERATION:

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<tr>
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6. SOILS AND FOUNDATION:

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3. HIGHWAY DESIGN ROADWAY:

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<td>TWO LANE OR MULTI-LANE RURAL GENERAL FREE ACCESS HIGHWAYS DESIGN... [X]</td>
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<td>02</td>
<td>TWO LANE OR MULTI-LANE WITH CURB &amp; GUTTER GENERALLY FREE ACCESS HIGHWAYS DESIGN INCLUDING STORM SEWERS... [X]</td>
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<tr>
<td>03</td>
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<td>06</td>
<td>TRAFFIC OPERATION DESIGN... [X]</td>
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<tr>
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7. ARCHITECTURAL:

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<tr>
<td>07</td>
<td>THRESHOLD INSPECTION... [X]</td>
</tr>
</tbody>
</table>
March 28, 2012

Kimley-Horn and Associates, Inc.
Attn: Jerry Ingram, Sr. Vice President
1920 Wekiva Way, Suite 200
West Palm Beach, Florida 33411

RE: CONSULTANT CERTIFICATION WITH PALM BEACH COUNTY

Dear Mr. Ingram,

Enclosed please find your approved certification update with Palm Beach County. You will be receiving Notices of Required Professional Services (RFP's) as the County requires services in your areas of expertise.

Qualification data must be updated, when conditions are altered to either increase or reduce the Consultants capabilities, and/or when requested by the Department.

You are required to report changes of address and any significant changes to your manpower, capabilities, or work category qualifications, and provide us with copies of license renewals (corporate/professional).

Should you have any questions please contact me at (561) 684-4149.

Sincerely,

David L. Young, P.E.
Special Projects Manager
DLY:jch
Enclosure
Certification File – Consultant No. 371
Florida UCP DBE Directory

Number of Records Returned: 1
Selection Criteria: Vendor: CTG ENGINEERING INC.

Vendor Name: CTG ENGINEERING INC
D BE Certification: CERTIFIED
M BE Certification: 
DBA: 
Business Description: TRANSPORTATION PLANNING/TRAFFIC ENGINEERING AND TRAFFIC DATA COLLECTION

Mailing Address: 6055 NW 17TH ST STE. 315
DORAL, FL 33126

Contact Name: SHENG YANG
Email: SYANG@CTENG.COM
Phone: (305) 599-8898
Fax: (305) 599-8892

Statewide Availability: N

Certified NAICS
541330 Engineering Services
541650 Other Scientific and Technical Consulting Services

State of Florida
Minority, Women & Florida Veteran Business Certification

Firefly Communications Inc.

Is certified under the provisions of 287 and 295.187, Florida Statutes for a period from:

02/13/2014 to 02/13/2016

Craig J. Nichols
Secretary
Florida Department of Management Services
SUBCONSULTANT QUALIFICATION QUESTIONNAIRE

The detailed data requested here must be submitted in this format only. Use as many pages as needed to provide the following required information:

A. SUBCONSULTANT

Firm Name: The Firefly Group

Office Location: 1211 SW Sunset Trail, Palm City, FL 34990

Contact Person: Stacy Ranieri Address: Title: President & Founder

Contact Person Email: stacy@fireflyforyou.com

Telephone Number: 772-287-5272 Fax #: 772-287-5195 Number of Employees: 6

The undersigned intends to perform work in connection with the above project as (check one):

_____ an individual  x   a corporation  _____ a partnership  _____ a joint venture

B. CERTIFIED DBE *:  x  YES  NO

* Attach applicable copy of Notice of Certification

C. STAFF PERSONNEL (TO BE COMPLETED BY NON M/WBE FIRMS):

List all minority/women personnel who will be assigned to this project by stating title/rank, employment status, and their percentage participation.

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Part/Full Time</th>
<th>Minority Designation</th>
<th>Participation %</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
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<tr>
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<td>3.</td>
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<tr>
<td>4.</td>
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</tr>
</tbody>
</table>

D. SUBCONSULTANT’S “TOTAL PROJECT PARTICIPATION”:

x 5 %

(Note: Line D. shall reflect the ACTUAL % and must be less than 100%)

Stacy Ranieri

CONSULTANT FIRM

SIGNATURE

President & Founder

TITLE & DATE

PALM BEACH METROPOLITAN PLANNING ORGANIZATION
2300 N. JOG ROAD, 4TH FLOOR
WEST PALM BEACH, FL 33411
SUBCONSULTANT QUALIFICATION QUESTIONNAIRE

The detailed data requested here must be submitted in this format only. Use as many pages as needed to provide the following required information:

A. SUBCONSULTANT

Firm Name: CTS ENGINEERING, INC.
Address: 3230 W COMMERCIAL BLVD
Address: FORT LAUDERDALE, FL 33309
Contact Person: SHENG YANG
Title: PROJECT MANAGER
Contact Person Email: syang@ctseinc.com
Telephone Number: (305) 599-8698
Fax #: 954-908-3814  Number of Employees: 20

The undersigned intends to perform work in connection with the above project as (check one):

|   | an individual | X | a corporation | a partnership | a joint venture |

B. CERTIFIED DBE *: X YES _____ NO
* Attach applicable copy of Notice of Certification

C. STAFF PERSONNEL (TO BE COMPLETED BY NON M/WBE FIRMS):

List all minority/women personnel who will be assigned to this project by stating title/rank, employment status, and their percentage participation.

| Job Title | Part/Full Time | Minority Designation | Participation % |

D. SUBCONSULTANT'S "TOTAL PROJECT PARTICIPATION": 10 %
(Note: Line D. shall reflect the ACTUAL % and must be less than 100%)

CTS ENGINEERING, INC.
CONSORTIUM FIRM
President
10/19/15

Palm Beach Metropolitan Planning Organization
2300 N. JOG ROAD, 4TH FLOOR
WEST PALM BEACH, FL 33411
SUBCONSULTANT QUALIFICATION QUESTIONNAIRE

The detailed data requested here must be submitted in this format only. Use as many pages as needed to provide the following required information:

A. SUBCONSULTANT

| Firm Name: | Cambridge Systematics Inc. |
| Office Location: | 500 East Broward Boulevard, Suite 1160, Fort Lauderdale, FL 33394 |
| Contact Person: | Karen Kiselewski |
| Title: | Senior Transportation Analyst |
| Contact Person Email: | kkiselewski@camsys.com |
| Telephone Number: | 954-331-6116 |
| Fax #: | 954-331-6101 |
| Number of Employees: | 232 |

The undersigned intends to perform work in connection with the above project as (check one):

- [ ] an individual
- [x] a corporation
- [ ] a partnership
- [ ] a joint venture

B. CERTIFIED DBE * : _______ YES _______ NO

* Attach applicable copy of Notice of Certification

C. STAFF PERSONNEL (TO BE COMPLETED BY NON M/WBE FIRMS):

List all minority/women personnel who will be assigned to this project by stating title/rank, employment status, and their percentage participation.

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Part/Full Time</th>
<th>Minority Designation</th>
<th>Participation %</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Senior Transportation Analyst</td>
<td>Full Time</td>
<td>Female</td>
<td>10%</td>
</tr>
<tr>
<td>2. Transportation Analyst</td>
<td>Full Time</td>
<td>Female</td>
<td>25%</td>
</tr>
<tr>
<td>3. Transportation Analyst</td>
<td>Full Time</td>
<td>Asian Pacific American</td>
<td>15%</td>
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<tr>
<td>4. Regional Manager, Travel Demand Forecasting</td>
<td>Full Time</td>
<td>Indian</td>
<td>5%</td>
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D. SUBCONSULTANT’S “TOTAL PROJECT PARTICIPATION”:

<table>
<thead>
<tr>
<th>Percentage</th>
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<tbody>
<tr>
<td>20%</td>
<td>%</td>
</tr>
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</table>

(Note: Line D. shall reflect the ACTUAL % and must be less than 100%)

Cambridge Systematics, Inc.

CONSULTANT FIRM

SIGNATURE

Principal, 10/20/2015

TITLE & DATE

PALM BEACH METROPOLITAN PLANNING ORGANIZATION
2300 N. JOG ROAD, 4TH FLOOR
WEST PALM BEACH, FL 33411
PALM BEACH METROPOLITAN PLANNING ORGANIZATION (MPO)

GOVERNING BOARD BYLAWS

Approved by the MPO
1. PURPOSE

The bylaws facilitate efficient conduct by the Palm Beach Metropolitan Planning Organization (MPO) Governing Board as it leads in the planning, prioritizing and funding of a connected, efficient and dependable multimodal transportation system for all of Palm Beach County that represents local values and supports economic growth.

2. AUTHORITY

The federal government, under the authority of Title 23 United States Code (USC) §134 and Title 49 USC §5303, requires each metropolitan area, as a condition for the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area.

Further, Title 23 USC §134 and Title 49 USC §§5303-5305 and Section 339.175, Florida Statutes (F.S.), provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for urbanized areas;

Finally, pursuant to Titles 23 USC §134(d), 49 USC §5303, 23 CFR §450.310(b), and Section 339.175(2), F.S., the Palm Beach MPO was designated by the Interlocal Agreement attached as Exhibit A, and as may be amended from time to time, between the Governor and units of general purpose local government representing at least 75 percent of the affected population in the Palm Beach County urbanized area.

3. DEFINITIONS

1) MPO - The Palm Beach Metropolitan Planning Organization (MPO), which serves as part of the Miami Urbanized Area Transportation Management Area (TMA).

2) Interlocal Agreement – The agreement executed by the Governor and units of general purpose local government representing at least 75 percent of the affected population in the Palm Beach County urbanized area which formally designates the MPO, as it may be amended from time to time.

3) Governing Board Member – A unit of General Purpose Local Government with voting membership on the MPO pursuant to the Interlocal Agreement.

4) Representative Alternate Member - A unit of General Purpose Local Government with voting membership on the MPO pursuant to the Interlocal Agreement in the event the Governing Board Member is not in attendance.

5) Robert’s Rules of Order – The most recent edition of Robert’s Rules of Order will be used in determining the conduct and procedures used during meetings.
4. INTERPRETATIONS

If any provision of these Bylaws conflicts with the Interlocal Agreement that designates the MPO, the Interlocal Agreement shall control. Furthermore, all provisions contained in these Bylaws shall be interpreted to be consistent with applicable state and federal law.

5. MEMBERSHIP

A. Number of Voting Members
The number of voting members for the MPO Governing Board shall be as determined by the Interlocal Agreement, as amended.

B. Member Representatives
Each Governing Board Member shall designate a representative and notify the MPO in writing of this designation. The qualifications of membership shall be as specified in the Interlocal Agreement.

C. Member Alternates
Each Governing Board Member shall designate an alternate representative(s) and notify the MPO in writing of this designation. The alternate representative must meet the same qualifications of membership as a member representative. An alternate representative may serve as a representative for the Governing Board Member during any meeting or portion of a meeting where that Governing Board Member’s representative is not in attendance.

D. Term of Office
Member Representatives and Alternates shall serve until the MPO has been notified in writing of a new designation by the Governing Board Member or until his/her earlier death, resignation, disqualification, incapacity to serve, or removal in accordance with the law.

6. OFFICERS

A. Officers Defined
The officers of the MPO shall consist of a Chair, a Vice-Chair, a deputy Vice-Chair, and two (2) executive committee members.

B. Elections
The officers shall be elected annually at the last regularly scheduled meeting of the calendar year. The newly elected officers shall take office at the first regularly scheduled meeting of the following calendar year. Additional elections may be held as necessary if an officer cannot carry out his/her duties and complete the remainder of the appointed term.

C. Officer Criteria
The Chair must have served as a representative for a minimum of one year prior to taking office. All officers must have completed the MPOAC Institute training program for elected officials, attended a national Association of MPOs (AMPO) Conference, or received similar training. The training criteria can be waived by majority vote of the MPO Governing Board.

D. Terms of Office
The term of office for officers shall be one calendar year.
E. Duties of Officers
The Chair shall call and preside at MPO Board meetings, set the order of business for each meeting and sign official documents for the MPO. In the Chair’s absence, the Vice-Chair shall preside and complete all other duties of the Chair. In the case of an absence of both the Chair and the Vice-Chair, the Deputy Vice-Chair shall preside and complete all other duties of the Chair.

In the event that the Chair is unable to carry out his/her duties for the remainder of their term, the Vice-Chair shall automatically become Chair and a new Vice-Chair shall be elected.

7. MEETINGS

A. Regular Meetings
Meetings will be held on the third Thursday of each month, except as noted on the meeting calendar published to the MPO website. The Chair may cancel regular meetings should there be insufficient business on the MPO’s tentative agenda.

B. Special Meetings
Special meetings may be called by the Chair with three (3) day notice. Whenever possible, at least seven (7) day notice shall be given.

Workshops may be called from time to time and shall not require a quorum; however, all workshops shall be noticed in the same manner as regular meetings of the Board.

C. Quorum
A quorum of the MPO shall be constituted by the presence of a majority of representatives or alternates of the Governing Board Members. Only designated representatives or alternates physically present shall count toward establishing a quorum.

At any given meeting, if a representative(s) is absent, the designated alternate(s), may vote in place of the absent representative(s). It shall be the obligation of the representatives to provide reasonable notice to the alternates when they will not be attending a meeting.

D. Attendance
Each representative shall be expected to attend each regular meeting. It shall be the obligation of the representative to provide at least 24-hours advance notice to the MPO when they will not be attending a meeting. An absence without advance notice or having an alternate in attendance will be considered unexcused.

When a representative or alternate for a Governing Board Member does not attend three (3) consecutive regular meetings, the MPO Executive Director will send a letter to the chief elected officer of the Governing Board Member indicating the number of absences and requesting reaffirmation or re-designation of the Governing Board Member’s representative.

E. Agenda
The agenda is a published list of items for consideration (action items) or discussion (information items) at a meeting. The agenda and any backup material for a Governing Board meeting shall be published to the MPO website seven (7) days prior to the meeting or as early as practicable. The representative or alternate of a Governing Board Member or the MPO Executive Director may propose an additional item(s) for the agenda prior to adoption of the
agenda for a given meeting, subject to approval by a majority of the representatives/alternates at the meeting.

Organizations wishing to make presentations to the MPO must contact the Executive Director at least 10 days prior to the meeting. The Executive Director shall consult with the Chair to determine if the presentation should take place during the public comment period or be added as a regular agenda item. Presentations added to the regular agenda shall be limited to 10 minutes or as allowed by the Chair.

F. Voting Procedures
The Chair and any member may call for a vote on any issue, provided that it is seconded and within the purposes set forth on the agenda. Representatives must be physically present to vote. Only representatives and/or alternates are permitted to vote.

Voting shall be by voice but the minutes shall contain sufficient detail to record the vote of each representative/alternate. A Roll Call vote shall be held upon the request of the Chair, a representative, or the MPO Executive Director. A tie vote shall be interpreted as a failure to pass.

Any member who voted on the prevailing side may make a motion for reconsideration at the meeting during which the vote was taken or at the next regularly scheduled meeting. Any member who was not present at the meeting at which the vote was taken shall be deemed to be on the prevailing side unless the absence was unexcused. A motion to reconsider cannot be renewed if it has been voted on and defeated except by unanimous consent of those present at the meeting.

In the absence of any direction from these Bylaws or other duly adopted voting procedures pursuant to certain approval actions, Robert’s Rules of Order, latest edition will designate procedures governing voting over any MPO Board, advisory committee, subcommittee or ad hoc committee meeting.

Proxy and absentee voting are not permitted.

G. Public Comment Procedures
All MPO meetings shall be open to the public. Members of the public are allowed to speak on any topics not on the Agenda during the General Public Comment period, with established time limits, by providing a Speaker Card to the Executive Director prior to the commencement of the meeting. Members of the public are allowed to speak on agenda items following presentation of the item to the MPO Board but prior to MPO Board Representative discussion, by providing a Speaker Card to the Executive Director prior to the presentation of the item. The deadlines for submitting a Speaker Card may be waived by the Chair.

H. Florida’s Open Meetings Law
Every voting member shall comply with the State’s Open Meetings Law. Attending members shall report potential conflicts and recuse oneself from voting or discussing issues on which the attending member has an identified conflict of interest. This also includes not discussing current board items with other members outside of a noticed meeting.
8. MPO BOARD COMMITTEES AND SUBCOMMITTEES

As necessary, committees and subcommittees shall be designated by the MPO Board to investigate and report on specific subject areas of interest to the Board.

A committee or subcommittee shall consist of at least three members. A majority of the members must be present for the committee or subcommittee to take formal action. The committee or subcommittee shall meet and determine the Chair and Vice Chair. The Chair or Vice Chair shall report to the Board at its next available meeting on the committee’s or subcommittee’s activities.

All committees and subcommittees shall make recommendations regarding actions, such as motions to adopt, support, and enact, to its creating authority, unless a state or federal law or regulation specifically requires a more formal document or grant procedure.

9. EXECUTIVE, ADVISORY AND AD HOC COMMITTEES

The MPO Board relies on its committees to review matters coming before the Board and give their advice on whether to approve, deny, delay or amend items. From time to time an advisory committee or the Executive Director may form an ad hoc committee for the purpose of investigating specific subject areas of interest. Ad hoc committees shall report to the advisory committees at their next available meeting on its activities.

No advisory committee member may serve on more than one advisory committee at a time, however advisory committee members may serve on more than one ad hoc committee in addition to serving on an advisory committee.

The MPO has the following standing advisory committees:

A. Executive Committee (EC) – The EC is made up of five (5) members of the MPO Board, including the Chair, Vice Chair, Deputy Vice Chair and two other members of the MPO Board. The EC members evaluate policy, strategy, business and other items requiring a smaller group to evaluate and recommend approval to the full MPO Board. The EC members also conduct the annual evaluation of the Executive Director.

B. Technical Advisory Committee (TAC) – The TAC is made up of representatives of local governments, aviation departments, seaport departments, public transit departments/agencies, the School District of Palm Beach County, and other entities as deemed appropriate by the MPO Board. Membership and conduct are established by separate bylaws adopted by the MPO Board.

C. Citizen’s Advisory Committee (CAC) - The CAC is responsible for providing the MPO Board with a "citizen's eye" view of ongoing transportation issues in Palm Beach County. The Citizens Advisory Committee (CAC) is comprised of up to twenty-one (21) and no less than eleven (11) members representing a diverse segment of Palm Beach County’s citizenry. Members are appointed by the MPO Board and fill vacancies according to required special designations in accordance with F.S. 339.175, Section (5)(e.1,) and other categories as identified by the Board. All members shall be residents and electors of Palm Beach County. Membership and conduct are established by separate bylaws adopted by the MPO Board.
D. Bicycle, Greenway, Pedestrian Advisory Committee (BGPAC) – The BGPAC is comprised of county and municipal planners; school district; health department; law enforcement; and bicycle advocacy groups selected from a variety of disciplines in order to address the comprehensive effort in implementing bicycle, greenway and pedestrian programs and initiatives. Membership and conduct are established by separate bylaws adopted by the MPO Board.

E. Local Coordinating Board (LCB) – The purpose of the LCB is to identify local service needs and to provide information, advice and direction to the Palm Beach County Community Transportation Coordinator (CTC) on the coordination of services to be provided to the transportation disadvantaged through the Florida Coordinated Transportation System. The LCB is recognized as an advisory body to the Commission for the Transportation Disadvantaged. In accordance with Chapter 427.012(3) F.S., all members of the LCB shall be appointed by the Designated Official Planning Agency (DOPA). The DOPA for the Palm Beach County Transportation Disadvantaged program, as designated by the Commission for the Transportation Disadvantaged, shall be the MPO Board. Membership and conduct are established by separate bylaws adopted by the LCB.

10. AMENDMENTS TO BYLAWS

Amendments to these Bylaws of the MPO shall require an affirmative two-thirds vote, provided that written notice of the proposed amendment has been received by each member at least seven (7) days prior to the meeting at which the amendment is to be considered.
RULES

OF THE

METROPOLITAN PLANNING ORGANIZATION

OF PALM BEACH COUNTY

FOR THE

WEST PALM BEACH

URBAN STUDY AREA

Revised May 1986

Advisory Committee References Deleted March 20, 2014 (adopted by MPO under separate cover)
RULES OF MPO

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RULES OF THE METROPOLITAN PLANNING ORGANIZATION
OF PALM BEACH COUNTY

CHAPTER 35 0-01

35 0 1.00 ORGANIZATION:

The purpose of this Section is to describe the
organizational structure and provide general information
regarding the organization, its reason for being and how to
obtain access for the organization components and their
proceedings. This implements FS 120.53(1)(a).

1.01 ORGANIZATION TITLE:

The title or name of the organization shall be: The
Metropolitan Planning Organization of Palm Beach County,
hereinafter known as the MPO.

1.02 AUTHORITY FOR CREATION:

The MPO was created by FS 339.175 and is constituted
under Florida Statute 163.01 by means of an Interlocal
Agreement entered into by the jurisdictions designated by
the Governor. These jurisdictions and membership
allocations are: The Board of County Commissioners of
Palm Beach County (5); the City of Boca Raton (2); the City
of Delray Beach (1); the City of Boynton Beach (1); the City
of West Palm Beach (2); the City of Lake Worth (1); the
City of Riviera Beach (1); the City of Palm Beach Gardens (1); the Town of Jupiter (1); and, the Florida Department of Transportation 1), non-voting members.

1.03 REASON FOR CREATION:

The MPO was created by FS 339 so that the requirements of the 1962 Federal highway Act could be met and so that an organization, pursuant to the requirements of 23 U.S. Code, Chapter 1, Part 450.106(a), would exist in the urbanized portion of Palm Beach County, which would be responsible, together with the State, for carrying out the provisions of 23 U.S.C. 13 provided in 23 U.S.C. 1049f)(3) and which would be capable of meeting the requirements of Section 3(a)(2) and (e)(1), 4(a) and 5(g)(1) of the UMT Act (49 U.S.C. 1602(a)(2) and (e)(1) and 1604(g)(1) and (10 and Florida Statute 339.175.

1.04 JURISDICTION/GEOGRAPHIC SCOPE:

The transportation planning process study area shall, as a minimum, include the urbanized area, and the area likely to be urbanized in the period covered by the long-range element of the Transportation Plan. This implements 23 U.S.C. Chapter 1, Part 450.110 of Subpart A.
RESPONSIBILITY OF THE MPO:

The MPO in cooperation with the State in cooperation with publicly owned operators of mass transportation services shall be responsible for carrying out the transportation planning process specified in 23 U.S.C., Chapter 1, Part 450.120 and F.S. 334.215 and shall develop the planning work programs, transportation plan, and transportation improvement program specified in paragraphs 450.114 through 450.118 of 23 U.S.C., Chapter 1, Subpart A.

PLAN AND PROGRAM ENDORSEMENT:

The MPO shall adopt a Transportation Plan developed through the transportation planning process and review it annually to confirm validity and its consistency with current transportation and land use conditions.

METHOD OF ADOPTION:

Adoption or endorsement of plans and programs shall be by resolution of the MPO.
1.07 PRINCIPAL OFFICES:

The official address of the MPO shall be:

Metropolitan Planning Organization of Palm Beach County
P.O. Box 2429
West Palm Beach, Florida 33402-2429
Telephone: Area Code (305) 684-4170

All records, reports, maps and information pertaining to plans, programs and reports developed by the MPO are available for inspection by any and all persons; and submittals of requests can be made at the above address during the regular operating hours of the agency.

1.08 ACCESS TO AGENCY PROCEEDINGS:

Meeting notices will be mailed or delivered to newspaper, radio and television stations in the Study Area approximately 7 days prior to meetings. Copies of agendas and minutes of meetings can be obtained upon request to the MPO principal offices. All meetings are open to the public.
1.09 MPO MEMBERS

The membership of the MPO is allocated by the Governor is as follows:

1.091 VOTING MEMBERS:

5 County Commissioners
2 Commissioners from City of West Palm Beach
2 Councilmembers from City of Boca Raton
1 Councilmember from City of Boynton Beach
1 Commissioner from City of Lake Worth
1 Councilmember from City of Riviera Beach
1 Councilmember from City of Palm Beach Gardens
1 Councilmember from Town of Jupiter

350 1.092 NON-VOTING:

1 Deputy Assistant Secretary, District IV, Florida Department of Transportation.

1.20 MPO ADVISORY COMMITTEES:

The MPO, in cooperation with the Florida Department of Transportation, shall create a TRANSPORTATION TECHNICAL ADVISORY COMMITTEE;

The MPO, in cooperation with the Palm Beach County Transportation Authority shall create a CITIZENS INVOLVEMENT COMMITTEE.
MPO STAFF:

The MPO shall designate the Executive Secretary of the MPO to be responsible for coordinating the activities of staff, consultants, and committees in the performance of work required by the transportation planning process. The staff shall also provide a recording secretary.

AVAILABILITY OF DATA, REPORTS AND OTHER DOCUMENTS:

All published data and reports shall be available to any person or agency requesting them, at the established price, if any, or if printed version supply is exhausted copies can be made of library reference copies at the established price per page. Requests for unpublished data and information will be honored on a cost incurred basis, which shall mean staff time plus reproduction costs and any other appropriate expense.

RULES OF THE
METROPOLITAN PLANNING ORGANIZATION OF PALM BEACH COUNTY
CHAPTER 35 0-2

AGENDAS AND MEETINGS OF THE MPO:

The purpose of this Section is to describe the types of meetings of the MPO, time and scheduling of meetings,
2.011  REGULAR MEETINGS:

Regular meetings of the MPO shall be held the third Thursday of each month, at 9:00 AM at the Palm Beach County Government Complex, 7th Floor Conference Room, or at some other place designed by the Chairman, or the Chairman Pro Tem. Meeting dates and times may be changed by action of the MPO for good cause.

2.012  ANNUAL MEETING:

The first regular meeting of the calendar year shall be known as the Annual Meeting, at which time the officers for the ensuing year shall be elected from the voting membership.

350 2.013  EMERGENCY MEETINGS:

Emergency meetings may be called by the MPO Chairman, by giving due notice to the members, the media and general public.
2.014 WORKSHOPS AND SPECIAL MEETINGS:

The Chairman may call a special meeting at this pleasure or set workshop sessions for disseminating information or soliciting information or input from the general public, by duly notifying the members and the general public.

Special meetings called by the Chairman shall be for specified items or matters to be considered, where the press of time is such that waiting until a regularly scheduled meeting would unnecessarily delay a need action.

2.015 OFFICIAL MEETINGS:

No meeting shall be official unless quorum requirements are met. A quorum must be present or actions taken are invalid.

2.02 NOTICE OF MEETINGS:

2.021 REGULAR MEETING NOTICE:

Except in the case of emergencies, the MPO shall give at least seven (7) days public notice of any meeting or workshop as set forth in Rule 1.08.
MEETING NOTICE CONTENTS:

Such notice of meeting or workshop shall state:

(a) The date, time and place of the event;

(b) A brief description of the purpose of the event; and

(c) The address where interested persons can obtain a Copy of the Agenda, if it is not included with the

AGENDA OF MEETINGS AND WORKSHOPS:

AGENDA: WHEN PREPARED:

At least seven (7) days prior to a meeting or workshop, the MPO shall prepare and make available an agenda for distribution on the request of any interested person.

ORDER OF BUSINESS:

The Agenda shall list the items in the order they are to be considered. For the good cause stated in the record, items on the Agenda may be considered out of their stated order with approval of the person designated to preside.

AGENDA: ITEM DESCRIPTION

The Agenda shall be specific as to the items to be considered. All matters involving the exercise of agency discretion and policy-making shall be listed on the Agenda.
Additions to the Agenda items such as “Old Business,” “New Business,” “Other Business,” or “Other Matters Which May Come Before the MPO,” or similar terms, shall be for consideration of solely ministerial, or internal administrative matters which do not affect the interests of the public generally.

2.033 AGENDA: PROCEDURES FOR ITEM SUBMITTAL

The purpose of this rule is to bet forth how the Agenda is compiled, who may initiate requests and the deadlines for submittals.

35 0 2.033(a) WHO MAY INITIATE AGENDA ITEMS: GOVERNMENTAL JURISDICTIONS/ AGENCIES

1) Any jurisdiction within the Urban Study Area, as defined in Section 1.04, may submit an item for Agenda Consideration through its Principal Officer or Administrative Head to the MPO Chairman.

2) The Executive Secretary of the MPO.

3) The MPO Technical Advisory Committee through its Chairman.

4) The MPO Citizens Involvement Committee through its Chairman

5) Any Voting or Non-voting member of the MPO; or
6) The liaison members as designated in MPO coordination agreements.

Requests should be sent to the Chairman, attention of the Executive Secretary, at the Principal Office address. See Section 1.07 of these rules.

35 0 2.033(b) PRIVATE CITIZENS REQUESTS:

Any citizen may initiate a request for consideration of an item by submitting it to the MPO Chairman, attention of the Executive Secretary, at the Principal Office address. The request should be in letter form and will be presented to the MPO as an informational item. The MPO will determine if action is necessary and if so, will direct that it be scheduled for the next regular meeting.

35 0 2.033(c) DEADLINE FOR AGENDA SUBMITTALS:

All submittals for inclusion as an Agenda item requiring action by the MPO, shall be in the hands of the MPO Executive Secretary 14 days prior to the regular meeting date, whether transmitted or hand delivered to the Principal Office of the MPO. All submittals shall be in writing and contain sufficient information to determine the action required the location and description of the project, proposal or program.
Informational items will be accepted for inclusion until the Call to Order of the regular meeting, if hand delivered to the Chairman or Executive Secretary at the place of the regular meeting.

35 0 2.04 AGENDA: EMERGENCY MEETINGS:

a) Whenever an Emergency Meeting is scheduled for the purpose of acting upon emergency matters affecting the public health, safety and welfare, at least one newspaper of general circulation in the area where the meeting will take place shall be notified. Also, at least one radio and television station shall be notified.

b) A combined meeting notice and agenda shall be prepared following the meeting notice and agenda formats as set forth in Section 2.0329b), except that only the specific items concerned with, or pertinent to, the emergency shall be included as agenda items.

2.05 PROCEDURES AND RULES FOR CONDUCTING MEETINGS:

The purpose of this Section is to set forth the rules which govern the conduct of MPO meetings and workshops, along with the specifics with regard to quorums, majorities and special rules.
2.051 QUORUM:

A majority of the total voting membership shall constitute a quorum. Properly authorized Alternates shall be counted as members present.

350 2.052 MAJORITY:

A majority, for determining a quorum shall be defined as follows:

If the total voting membership is an even number, a majority shall be one-half (B) of the total plus one; if the total voting membership is an odd number, a majority shall be one-half of the total plus one-half (B).

A majority, when applied to a voting situation, shall be defined as follows:

If the number of members present is an even number, a majority shall be one-half (B) of the number present plus one; if the number of members present is an odd number, a majority shall be one-half (B) of the number present plus one-half.

2.053 VOTING:

2.053(a) ABSENTEE VOTING:

MPO members must be present to cast a vote, except as provided below:
2.053(b) ALTERNATES, MUNICIPAL:

For good cause, MPO Municipal Members may be represented by Alternates who shall be elected officials from the member jurisdiction. The Alternate shall present a written authorization from the absent member at the time of Roll Call or have been duly appointed by the member jurisdiction with notification transmitted to the MPO.

2.053(c) ALTERNATES, COUNTY:

For good cause, MPO Municipal Members may be represented by Alternates who shall be elected officials from a statutorily authorized expressway or port authority as set forth in Section 339.175(2)(a), F.S. The Alternate shall present a written authorization from the absent member at the time of Roll Call or have been duly appointed by the Board of County Commissioners with notification transmitted to the MPO.

2.053(d) VOICE VOTE:

Voting shall be by voice, but a member shall have his vote recorded in the minutes if he so desires.

2.053(e) ROLL CALL VOTE:

A Roll Call Vote shall be held upon request of a member.
2.053(f) TIE VOTES:

A Tie Vote shall be interpreted as a failure to pass.

2.054 ROBERTS RULES:

All other questions or procedures shall be governed by Robert’s Rules of Order, Revised, although in the interest of flexibility, a majority consensus of the MPO may approve departures from strict parliamentary procedures.

2.06 OFFICERS DUTIES AND RESPONSIBILITIES:

At the Annual Meeting, the MPO, by majority vote of the voting members present, shall elect a Chairman and a Vice Chairman who shall serve for one year or until the next Annual Meeting.

35 0 2.061 CHAIRMAN:

The Chairman shall preside over all meetings and is responsible for the minutes and for all notices and agendas for future meetings. Upon approval of the minutes, the Chairman shall sign the original in the place provided. The Chairman may call special meetings, appoint committees, designate place of any or all meetings, or perform such other functions as may be required to ensure that the transportation planning process is properly conducted pursuant to State law and federal regulations.
2.062 VICE CHAIR:

The Vice Chairman shall, in the absence of, or at the direction of the Chairman, assume the powers, duties and responsibilities of the Chairman.
Southeast Florida Regional Greenways & Trails Plan

Final Draft

Developed by the Palm Beach MPO with assistance from the Treasure Coast Regional Planning Council

December 2, 2015
This inaugural Southeast Florida Regional Greenways and Trails Plan has been the product of extensive time and effort on behalf of many individuals and organizations. First and foremost, the Palm Beach Metropolitan Planning Organization (MPO) contributed countless hours and provided complete financial backing for the development of the Plan. As a partner agency, the Treasure Coast Regional Planning Council provided project coordination and facilitation. Across the region and beyond Palm Beach County, the MPOs in Indian River, Martin, Broward, and Miami-Dade along with the transportation planning organization in St. Lucie were key points of contact for the scores of local governments, which also included Monroe County. A range of state, regional, and local agencies provided invaluable input, including the Florida Department of Environmental Protection, Florida Department of Transportation, Florida Department of Health; South Florida, St. Johns River, and Southwest Florida Water Management Districts; and South Florida Regional Planning Council. Additional public input was also provided by advocacy and user groups, including the East Coast Greenway Alliance, Florida Trails Association, Bike Florida, and Florida Paddling Trails Association, along with local groups, and the public.
Greenways and trails offer a new way of looking at how a community’s cultural, historic, recreational and conservation needs fit into an overall picture that also includes economic growth. With their emphasis on connections, greenways and trails allow community leaders to consider how existing parks and open spaces can become part of a network of green that supports wildlife, pleases people, and attracts tourists and clean industry. – Office of Greenways and Trails, Florida Dept. of Environmental Protection Thinking Green: A Guide to the Benefits and Costs of Greenways and Trails, 1998 Images from Discover the Palm Beaches.

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<td>Susan Haynie</td>
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<td>VICE CHAIR</td>
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<td>Hal Valeche</td>
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Greenways and trails are a growing part of multi-modal transportation networks across Florida and the U.S. This plan provides a desired vision for a greenways and trails system in Palm Beach County with consideration of the Southeast Florida regional context (from Indian River County to Monroe County).

As part of the evolving transportation landscape, greenways and trails facilities play an increasing role as non-motorized transportation facilities. Intended for use by pedestrians, cyclists, and equestrians, these links provide mobility, expand recreational opportunities, connect community destinations, contribute to healthy lifestyles, and add value to communities. Included in the plan are existing and proposed greenway and trail facilities that form a connected, integrated regional network. The Southeast Florida Regional Greenways & Trails Plan (herein referred to as “the Plan”) is intended to serve as a conceptual guide for the Palm Beach Metropolitan Planning Organization (MPO) and others for prioritizing and advancing projects over time to help develop an integrated network of non-motorized connections throughout the region. In addition, the regional perspective is designed to further inform facility development in an effort to align facilities across county lines where feasible.

The Plan was created by the Treasure Coast Regional Planning Council, working on behalf of the Palm Beach MPO. To inform the plan, a series of county and regional public workshops were conducted that were broadly attended. Participants included local governments, other MPOs and transportation planning organizations (TPOs), school boards, agencies (e.g., U.S. Fish and Wildlife Service, Florida Department of Environmental Protection, Florida Department of Transportation, Florida Department of Health, South Florida Regional Planning Council, South Florida Water Management District, South Florida Regional Transportation Authority), utilities (e.g., Lake Worth Drainage District, Florida Power and Light), user groups, and the public.

The Palm Beach MPO intends to use this plan to help inform project priorities and funding considerations for the improvements to the County’s transportation system. It will also incorporate this plan into its long-range planning efforts, including the advancement of bicycle and pedestrian system planning. Through adoption, the Palm Beach MPO encourages local governments and agencies to collaborate on the implementation of regional facilities that extend from Palm Beach County into adjacent counties, which can produce multi-county facilities and provide an enhanced return on these investments for the traveling public.
Palm Beach County and the region benefit from a variety of non-motorized facilities that accommodate people walking, cycling, paddling, and on horseback. In both urban and rural settings, there are extensive multi-modal connections existing today with many more planned into the future.

In 2015, the U.S. Surgeon General issued a challenge to the nation to “Step it Up,” calling for a national campaign to help make the U.S. a more walkable country. Citing the significant health benefits from walking, the challenge to transportation, land use, and community design professionals was to “increase opportunities for walking and improving the pedestrian experience by designing and maintaining communities and streets to make them safe and accessible for all ages and abilities.”

Studies show that trail development stimulates local economies, increases local tax revenue, attracts tourists seeking new recreational opportunities and revitalizes business districts. In addition, multi-use trails are considered critical amenities for home buyers. Corporations seek attractive communities that offer trails and open space when choosing where to locate new plants and offices. –Gil Schamess, ISTEA & Trails: Enhancement Funding for Bicycling and Walking, 1995
The mission of the Palm Beach MPO is to provide an efficient, safe, and effective multi-modal transportation system that accommodates both motorized and non-motorized users. A balanced transportation network supports economic vitality, increases accessibility and mobility, and improves quality of life. *Directions 2040* is the MPO’s adopted Long-Range Transportation Plan, and the advancement of multi-modal transportation facilities is included among the ten values set forth for the agency. An interconnected system of greenways and trails facilities is consistent with the MPO’s vision for the future and complements the agency’s bicycle/pedestrian planning efforts.

**PROJECT APPROACH & OUTREACH**

The Palm Beach MPO initiated the Southeast Florida Regional Greenways & Trails Plan as part of its long-range planning activities, with primary coordination through the MPO’s Bicycle, Greenways, and Pedestrian Advisory Committee (BGPAC). The planning scale was focused on Palm Beach County with consideration of the larger regional context. The Florida Greenways and Trails System Plan, which is maintained by the Florida Department of Environmental Protection (FDEP), provided an initial planning framework. The statewide plan includes “opportunity maps” that indicate existing, planned (funded), and conceptual facilities, with locally identified “priority corridors” for land trails, paddling trails, and ecological greenways. The FDEP corridors represent preferred alignments within which implementing agencies, such as local governments and user groups, are expected to develop the actual facilities. The East Coast Greenway which is a 2,900 mile facility from Maine to Key West, was also incorporated into the baseline maps.

To identify existing and proposed greenway and trails facilities in PBC, three BGPAC workshops were conducted to review existing conditions, relevant greenways and trails plans, and identify conceptual corridors. Participants included local governments, Palm Beach County School Board, public agencies (e.g., FDEP, Florida Department of Transportation (FDOT) District IV, Florida Department of Health, South Florida Water Management District, South Florida Regional Transportation Authority), utilities (e.g., Lake Worth Drainage District, user groups, and the public. Beginning with the FDEP opportunity corridors, existing greenways and trails in Palm Beach County were identified, and reviews were conducted of the County’s multi-modal transportation network, including roadways as well as bicycle lanes, sidewalks, bus routes, and transit stops. Other data reviewed in these workshops included FDEP’s Florida Greenways and Trails System plan; MPO pedestrian and bicycle plans; agency plans and trails maps; user group maps and trail inventories; and other similar planning documents. Following the BGPAC workshops, to further inform the Plan, additional work sessions were conducted with various Palm Beach County departments, including the Departments of Environmental Resource Management and Engineering.

*By linking open spaces we can achieve a whole that is better than the sum of the parts.* — William Whyte, *The Last Landscape*, 1968. Image from Discover the Palm Beaches.
To broaden the context of the Plan, a regional scale planning effort was also conducted that considered greenways and trails facilities in the seven-county Southeast Florida Region, including Indian River, St. Lucie, Martin, Palm Beach, Broward, Miami-Dade, and Monroe counties. Extending roughly 300 miles from Indian River County to Monroe County, this area includes five MPOs and one Transportation Planning Organization (TPO), two water management districts, two FDOT Districts, seven county governments, and 119 municipal governments. Three regional workshops were conducted at the regional scale, with participation from MPO/TPOs, local governments, federal and state agencies, utilities, user groups, and the public. Existing greenways/trails data for each county was compiled by the MPO/TPOs and refined with input from local governments and other users. Data from this Plan was also incorporated as appropriate into the Regional Transportation Plan for the Southeast Florida Transportation Council, which is comprised of the Palm Beach, Broward, and Miami-Dade MPOs.

All greenway/trail data collected through these County and regional workshops was converted into a GIS format for consistency. The resulting map series includes one map per county as well as a regional map illustrating the seven-county regional network. Print copies of these maps are included in the Map Section of the Plan.

As depicted in the FDEP Priority Trails map above, at the state level, there are few facilities identified in Southeast Florida. SOURCE: http://www.dep.state.fl.us/gwt/fgts_plan/PDF/FGTS_Plan_2013-17_publication.pdf

The East Coast Greenway is a 2,900-mile multi-use corridor that is envisioned along the east coast of the United States.

'| 98% of Florida's tourists believe that outdoor recreation is important to them. | 97% of tourists are satisfied with outdoor recreation opportunities in the state. | 75% (near early) of all Florida visitors participate in nature-based activities during their visit (Visit Florida, 2012). |

Trails provide significant value to Florida’s residents and visitors. Statistics above from Florida’s Outdoor Recreation Participation Study, 2008.
There are many types of non-motorized facilities in the Southeast Florida, from narrow three-foot-wide hiking paths that can accommodate a single hiker to broad multi-use paths that can accommodate groups of cyclists. The U.S. Forest Service provides national standards for trail classifications that range from “minimally developed” trails (Class 1) to “fully developed” (Class 5) facilities. After review of other greenways planning efforts, and with consideration of the ability to provide consistent multi-county connections, three premium facility types were selected for the Regional Greenways/Trails Plan that meet the highest U.S. Forest Service standards:

<table>
<thead>
<tr>
<th>FACILITY TYPE</th>
<th>DIMENSIONS &amp; INTENDED USERS</th>
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<tbody>
<tr>
<td>Multi-Used Paved Trails</td>
<td>Min. Width: 10 Feet Users: Pedestrians, Cyclists</td>
</tr>
<tr>
<td>Multi-Used Unpaved Trails</td>
<td>Min. Width: 10 Feet Users: Pedestrians, Cyclists, Equestrians</td>
</tr>
<tr>
<td>Hiking Unpaved Trails</td>
<td>Min. Width: 5 Feet Users: Pedestrians</td>
</tr>
</tbody>
</table>

The selected facility types and dimensions are consistent with greenways/trails plans within local governments and FDEP. Although national trail entities such as the East Coast Greenway Alliance prefers wider multi-use path dimensions of 12 feet, they are supportive of the dimensions represented in this Plan, acknowledging both local cost constraints as well as the potential for facilities that can exceed the minimum dimensions. Illustrative examples of these different facility types are provided in this section.

As Charles Dickens would suggest, “walk and be happy, walk and be healthy. The best way to lengthen out our days is to walk steadily and with a purpose.”

Image from Discover the Palm Beaches.
Greenways & Trails Facility Types

Paved, multi-use trails can exist in urban or rural environments. The two urban examples above - the West Palm Beach Waterfront Trail (top) and Jupiter's Riverwalk (bottom) - exceed the minimum 10’ width. These facilities can accommodate two-way traffic by pedestrians and cyclists.

Unpaved, multi-use trails, such as Bluegill Trail (top) and the Historic Indiantown to Jupiter Trail (bottom) require a minimum 10’ width and can accommodate pedestrians, cyclists, and equestrians.

Unpaved hiking trails require a 5’ minimum width and are for pedestrian use only - examples include the Ocean-to-Lake Trail (top) and Jonathan Dickinson State Park trail (bottom).
Facility Selection Criteria

Following the determination of facility types, criteria were developed to identify those facilities considered to be “facilities of significance” to form a connected and meaningful greenways/trails system for Palm Beach County that can extend into adjacent counties as appropriate.

The selection criteria include:

- Multi-county facilities that cross into adjacent counties
- Connections to regional parks and recreational facilities
- Connections to state or federal parks or preserves
- Connections to regionally significant educational, cultural or historic destination (e.g., colleges, universities, historic landmarks, museums)
- Connections to locally designated downtowns or central business districts
- Connections to premium transit stops or hubs (e.g., Tri-Rail stations, intermodal facilities, West Palm Beach trolley, MetroRail in Miami-Dade)

In addition to multi-county facilities, connections to regionally significant destinations, such as colleges & universities, historic & cultural facilities, and larger parks & preserves, were considered in the development of the PBC Greenways/Trails Plan.

“Blueways” or paddling facilities

In addition to the land-based facility types, the Greenways and Trails visioning process included a high-level focus on “blueways,” which are water trails for non-motorized watercraft such as canoes, kayaks, and paddleboards. This aspect of the planning process included coordination with FDEP, a review of the Florida Paddling Trails Opportunity Map, and a regional paddling trails workshop attended by MPO/TPOs, public agencies, local governments, user groups, and the public. Both BGPAC members and participants expressed a high degree of interest in the development of a blueways map for Palm Beach County and the Southeast Florida Region, and a preliminary map series is included in the Map Section of the Plan.

Blueways also can provide quality of life and economic benefits via tourism development. Preliminary blueways system concept maps are included in Appendix C. Image from Discover the Palm Beaches.
Prioritization Approach

Consistent with the Palm Beach MPO’s Desires 2040 Plan, the Southeast Florida Regional Greenways & Trails Plan considers a twenty-five year planning horizon. There are many partners that have contributed to the development of the Plan, with various implementation goals and responsibilities. Given the goal of an integrated network of facilities, the following criteria should be considered in the prioritization of funding for greenways and trails.

<table>
<thead>
<tr>
<th>PRIORITIZATION CRITERIA</th>
<th>DESCRIPTION</th>
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<tr>
<td>System Connectivity</td>
<td>Facility will provide connection between two existing greenways/trails facilities identified in the Greenways/Trails Plan</td>
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<tr>
<td>Multi-Modal Connectivity</td>
<td>Facility will provide connection to a premium transit station or stop</td>
</tr>
<tr>
<td>Public Construction Leverage</td>
<td>Facility will be developed as part of new roadway construction or existing roadway resurfacing/reconstruction</td>
</tr>
<tr>
<td>Private Construction Leverage</td>
<td>Facility will be developed in conjunction with private land development activity</td>
</tr>
<tr>
<td>Land Ownership</td>
<td>Land for facility is owned or controlled through easements</td>
</tr>
<tr>
<td>Local Planning Support</td>
<td>Facility is included within capital improvements element of local government comprehensive plan and other local planning documents</td>
</tr>
<tr>
<td>Financial Participation</td>
<td>Project sponsor will provide funding towards construction of project and maintenance</td>
</tr>
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Similar to the Palm Beach MPO’s prioritization process for non-motorized facility funding, the BGPAC is recommended to be the lead committee to help inform the process by which facilities will be identified and prioritized in the Southeast Florida Regional Greenways & Trails Plan.

Cost Estimation Approach

The greenways and trails facilities identified in this Plan vary greatly in facility (paved and unpaved), context (urban and rural), location (adjacent to roadways and free-standing), and complexity. Land ownership for the facilities identified in this Plan are varied. Some facilities can be constructed on publicly owned land or rights-of-way that can be acquired via easement. Other facilities may require land acquisition for the construction of facilities. Construction costs for different types of trail facilities can vary given existing (pre-development) conditions, physical location, degree of required mobilization, commodity pricing (e.g., concrete, fuel), extent of project, state and local environmental regulations, jurisdiction, personnel costs, and other variables. Additionally, “soft costs” typically associated with construction activity, such as design, permitting, and engineering, often add at least 20% or more to construction costs.

Given current (2015) construction costs, the baseline facility costs (without land) for the construction of unpaved, stabilized trail facilities (10 feet in width) are estimated to be $12-24 per linear foot. For paved, multi-use trail facilities (10 feet in width), costs are estimated to range from $60-100 per linear foot (without land). Costs for individual facilities will be determined by the implementing agencies and organizations as this Plan advances into implementation.
The Southeast Florida Regional Greenways & Trails Plan represents thousands of miles of facilities that require implementation by a number of different entities for the vision to be realized. The complex nature of facilities that cross municipal boundaries and multiple property owners, along with the potential for multi-county facilities, requires coordination among many partners. Further, while the Plan provides a regional perspective for Southeast Florida, the most effective implementation will occur within individual counties, often at the initiative of local governments, agencies, and user groups. The challenge of implementation was discussed in the BGPAC and regional workshops, with an acknowledgement that regionally scaled facilities must be carried forward by local entities. While the Palm Beach MPO has sponsored the regional dialogue ingrained in the Plan, FDEP is the most appropriate agency to collect and maintain the regional Geographic Information System (GIS) database and files.

Therefore, the recommended implementation approach includes the following:

- Annually, a greenways and trails update should be conducted by each MPO/TPO through its BGPAC or similar bicycle/pedestrian advisory committee. Information regarding the status and type of facilities should be collected — which facilities have been constructed, moved from a proposed “concept” to planned and funded facility, and which should be modified or removed — and county-scale GIS maps should be updated. Given the lack of an MPO in Monroe County, it is suggested this task could be initiated by Monroe County government.

- Following the annual county-scale updates, a regional workshop should be convened to share data among the seven counties, particularly with regards to the alignment and status of potential multi-county connections, to enable adjustments as needed. It is suggested notice of these workshops should be broadly advertised, with outreach to local governments, agencies, business and community organizations, utilities, user groups, vendors, and the public.

- Once the county maps have been finalized, each MPO/TPO along with Monroe County should transmit the updated GIS maps to FDEP who has agreed to host the maps on its website to make them available for use by agencies, local governments, and the public.

- A separate effort is suggested to advance the planning of a regional paddling trails system, which will require further definition, consideration of environmental features and constraints, and upland access points.

"People need immediate places to refresh, reinvent themselves. Our surroundings built and natural alike, have an immediate and a continuing effect on the way we feel and act, and on our health and intelligence. These places have an impact on our sense of self, our sense of safety, the kind of work we get done, the ways we interact with other people, even our ability to function as citizens in a democracy. In short, the places where we spend our time affect the people we are and can become." — Tony Hiss, The Experience of Place, 1990
WHO SHOULD BE PART OF THE GREENWAYS & TRAILS PLANNING INTO THE FUTURE?

• MPOs and TPOs
• Local Governments
• Federal Agencies (e.g., US Fish & Wildlife, Army Corps of Engineers)
• State Agencies (e.g., FDEP, FDOT, Department of Health, Visit Florida)
• Regional Agencies (e.g., regional planning councils, water management districts)
• Local Agencies & Organizations (e.g., tourist development councils, sports commissions, school boards)
• Business & Community Groups
• Utilities (e.g., Lake Worth Drainage District, Florida Power & Light)
• User Groups (e.g., Florida Trails Association, Florida Bicycle Association, Bike Florida, Florida Paddling Trails Association)
• Private Sector Businesses (e.g., hospitality, recreation, tour companies)
• Citizens & the Public

NEXT STEPS

The development of a Southeast Florida Regional Greenways & Trails Plan is a significant step in advancing the multi-modal transportation network in Palm Beach County and the region. Implementation of the Plan will require collaboration and coordination among many players, especially for facilities that cross jurisdictional boundaries. Continued oversight will be necessary to help ensure greenways and trails facilities are consistent as they cross from one community to the next. A separate effort is suggested to advance the regional paddling trails system, as these facilities require environmental and planning considerations that are different than the land-based system.

Through its BGPAC, and with meaningful participation by local governments, agencies, and others, the Palm Beach MPO can be the coordinator for effective and efficient implementation of the Plan in Palm Beach County, but leadership will be necessary in other counties for the regional facilities to become established. The approach identified in this Plan should also be used to inform future transportation initiatives conducted by the Palm Beach MPO, FDOT, local governments, and transportation providers.
GREENWAYS/TRAILS MAP SECTION
This information was compiled from state and local agencies including Florida Department of Environmental Protection, Florida Fish and Wildlife Conservation Commission, Florida Trail Association, St. Johns River Water Management District, Southwest Florida Water Management District, South Florida Water Management District, Indian River County, St. Lucie County, Martin County MPO, Palm Beach MPO, Broward County, Miami-Dade County and Monroe County.

Indian River County

IR1, Indian River Connector Corridor
IR2, Ten Mile Ridge / Sand Lakes
IR3, East Coast Greenway
IR4, Central Indian River Greenway Corridor
IR5, St. Sebastian River Greenway
IR6, Trans-Florida Central R.O.W.
IR7, Indian River Lagoon Greenway
**Southeast Florida Regional Greenways & Trails**

**Multi-Use & Hiking Facilities**

**Existing Facilities**
- Multi-use, Paved
- Multi-use, Unpaved
- Hiking, Unpaved
- Pedestrians & cyclists permitted
- Bicycle and pedestrian access

**Proposed Facilities**
- Multi-Use, Paved
- Multi-Use, Unpaved
- Hiking, Unpaved
- Pedestrian access only

**St. Lucie County**

SL1, C-24 Extension
SL2, C-24 Greenway
SL3, Crosstown Parkway Corridor
SL4, East Coast Greenway
SL5, Florida Cracker Trail Corridor
SL6, Florida Cracker Trail Corridor
SL7, Green Swamp
SL8, Kings Highway Corridor
SL9, Martin/St Lucie Connector
SL10, McCarty Connection
SL11, Midway Road Connector Corridor
SL12, North Fork/Ten Mile Creek Trail
SL13, North Savannahs Greenway
SL14, Okeechobee Trail Corridor
SL15, SFWMD Canal C-25 ROW
SL16, Treasure Coast Loop Trail
SL17, US-1 North Connector Corridor
SL18, US-1 North Connector Corridor
SL19, Western Greenway

This information was compiled from state and local agencies including Florida Department of Environmental Protection, Florida Fish and Wildlife Conservation Commission, Florida Trail Association, St. Johns River Water Management District, Southwest Florida Water Management District, South Florida Water Management District, Indian River County, St. Lucie County, Martin County MPO, Palm Beach MPO, Broward County, Miami-Dade County and Monroe County.
Existing Facilities

- Multi-use, Paved
  - 10' minimum width
  - Pedestrians & cyclists permitted
- Multi-use, Unpaved
  - Bicycle and pedestrian access
  - Pedestrians, cyclists & equestrians permitted
- Hiking, Unpaved
  - Pedestrian access only
  - Only pedestrians permitted

Proposed Facilities

- Multi-Use, Unpaved
  - 10' minimum width
  - Pedestrians & cyclists permitted
- Multi-Use, Paved
  - Bicycle and pedestrian access
  - Pedestrians, cyclists & equestrians permitted
- Hiking, Unpaved
  - Pedestrian access only
  - Only pedestrians permitted

Martin County

- MC1, Allapattah Flats Management Area - Equestrian Trail
- MC2, Atlantic Ridge
- MC3, Beeline Highway Corridor
- MC4, Bridge Road
- MC5, Connector of Robert B. Jenkins C-23 & 714
- MC6, Connector of Robert B. Jenkins C-23 & Florida National Scenic Trail
- MC7, Cypress Creek Natural Area - Jesup Trail
- MC8, East Coast Greenway
- MC9, Florida National Scenic Trail
- MC10, Historic Jupiter-Indiantown Trail
- MC11, Hutchinson Island
- MC12, Indian River Drive
- MC13, Marine East/West Corridor
- MC14, Ocean-to-Lake Trail
- MC15, Robert B. Jenkins C-23 Trail Corridor
- MC16, SR714 Indian St to OK County Line
- MC17, St. Lucie Canal
- MC18, Treasure Coast Loop Trail

This information was compiled from state and local agencies including the Florida Department of Environmental Protection, Florida Fish and Wildlife Conservation Commission, Florida Trail Association, St. Johns River Water Management District, Southwest Florida Water Management District, South Florida Water Management District, Indian River County, St. Lucie County, Martin County MPO, Palm Beach MPO, Broward County, Miami-Dade County, and Monroe County.
This information was compiled from state and local agencies including the Florida Department of Environmental Protection, Florida Fish and Wildlife Conservation Commission, Florida Trail Association, St. Johns River Water Management District, Southwest Florida Water Management District, Indian River County, St. Lucie County, Martin County MPO, Palm Beach MPO, Broward County, Miami-Dade County and Monroe County.

**Proposed Facilities**

- Multi-Use, Paved
- Multi-Use, Unpaved
- Hiking, Unpaved
- Pedestrian access only

**Existing Facilities**

- Multi-use, Paved
- Pedestrians & bicyclists permitted
- Bicycle and pedestrian access
- Pedestrians, bicyclists & equestrians permitted

**Palm Beach County**

- PB1, Acreage Catchment Connector
- PB2, Alternate A1A Corridor
- PB3, Beeline Highway Corridor
- PB4, Boynton Lawrence Corridor
- PB5, C 17 to Lake Park Corridor
- PB6, Central Blvd Corridor
- PB7, Central PBC Greenway Corridor
- PB8, Congress PB Lakes Corridor
- PB9, Cresthaven to Lyons Corridor
- PB10, CSX Trail County Line
- PB11, Downtown WPB Corridor
- PB12, East Coast Greenway
- PB13, El Rio Trail
- PB14, Ellison Wilson
- PB15, Everglades Rim Trail
- PB16, FDOT SFRTA RR Corridor
- PB17, Flavor Pict Boynton Corridor
- PB18, Florida Mango to West Palm
- PB19, Flying Cow Corridor
- PB20, Golf Rd/SW 23rd Ave Boynton Corridor
- PB21, Hillsboro Canal Corridor
- PB22, Historic Jupiter-to-Indiantown Trail
- PB23, Hooker Hwy Trail
- PB24, Jupiter Corridor
- PB25, Lake Okee-to-Lox Corridor
- PB26, Lake Okeechobee Scenic Trail
- PB27, Lake Osbourne Corridor
- PB28, Loxahatchee NWR West Corridor
- PB29, Loxahatchee Slough / Owahee Trail
- PB30, Lyons Road Corridor
- PB31, M Canal Corridor
- PB32, Muck City Road Trail
- PB33, NENA - Bluegill Trail
- PB34, NENA - Everglades Rim Trail
- PB35, NENA - Lake Okee Scenic Trail

- PB36, NENA - Ocean-to-Lake Hiking Trail
- PB37, NENA - Ocean-to-Lake Trail Corridor
- PB38, NENA - Ocean-to-Lake - Jessup Trail
- PB39, NENA - Pantano Trail Corridor
- PB40, Palmetto Park Corridor
- PB41, Palmwood Fred Small
- PB42, Patch Reef Trail
- PB43, PGA Gardens Corridor
- PB44, Pratt & Whitney Trail
- PB45, Riverside Drive
- PB46, Riverside Drive Corridor
- PB47, Seacrest Corridor
- PB48, Sherwood Forest
- PB49, SR 7 CORRIDOR
- PB50, Striling Connector
- PB51, T-Rex CSX Patch Reef
- PB52, The Sugar Trail Corridor
- PB53, Yamato Road Corridor

**Legend**

- Multi-Use, Paved
- Multi-Use, Unpaved
- Hiking, Unpaved
- Pedestrians & bicyclists permitted
- Bicycle and pedestrian access
- Pedestrians, bicyclists & equestrians permitted
- Pedestrian access only
- Only pedestrians permitted

**Note:**
- Only pedestrians permitted
- 10’ minimum width
- Pedestrians & cyclists permitted
- Multi-use, Paved
- Multi-use, Unpaved
- Hiking, Unpaved
Palm Beach County, North Detail

**Proposed Facilities**
- PB1, Acreage Catchment Connector
- PB2, Alternate A1A Corridor
- PB3, Beeline Highway Corridor
- PB4, Boynton Lawrence Corridor
- PB5, C 17 to Lake Park Corridor
- PB6, Central Blvd Corridor
- PB7, Central PBC Greenway Corridor
- PB8, Congress PB Lakes Corridor
- PB9, Cresthaven to Lyons Corridor
- PB10, CSX Trail County Line
- PB11, Downtown WPB Corridor
- PB12, East Coast Greenway
- PB13, El Rio Trail
- PB14, Ellison Wilson
- PB15, Everglades Rim Trail
- PB16, FDOT SFRTA RR Corridor
- PB17, Flavor Pict Boynton Corridor
- PB18, Florida Mango to West Palm
- PB19, Flying Cow Corridor
- PB20, Golf Rd/SW 23rd Ave Boynton Corridor
- PB21, Hillsboro Canal Corridor
- PB22, Historic Jupiter-to-Indiantown Trail
- PB23, Hooker Hwy Trail
- PB24, Jupiter Corridor
- PB25, Lake Okeee-to-Lox Corridor
- PB26, Lake Okeechobee Scenic Trail
- PB27, Lake Osborne Corridor
- PB28, Loxahatchee NWR West Corridor
- PB29, Loxahatchee Slough / Owahee Trail
- PB30, Lyons Road Corridor
- PB31, M Canal Corridor
- PB32, Muck City Road Trail
- PB33, NENA - Bluegill Trail
- PB34, NENA - Everglades Rim Trail
- PB35, NENA - Lake Okeee Scenic Trail

**Existing Facilities**
- PB36, NENA - Ocean-to-Lake Hiking Trail
- PB37, NENA - Ocean-to-Lake Trail Corridor
- PB38, NENA - Ocean-to-Lake - Jessup Trail
- PB39, NENA - Pantano Trail Corridor
- PB40, Palmetto Park Corridor
- PB41, Palmwood Fred Small
- PB42, Patch Reef Trail
- PB43, PGA Gardens Corridor
- PB44, Pratt & Whitney Trail
- PB45, Riversides Drive
- PB46, Riverside Drive Corridor
- PB47, Seacrest Corridor
- PB48, Sherwood Forest
- PB49, SR 7 CORRIDOR
- PB50, Stribling Connector
- PB51, T-Rex CSX Patch Reef
- PB52, The Sugar Trail Corridor
- PB53, Yamato Road Corridor

This information was compiled from state and local agencies including Florida Department of Environmental Protection, Florida Fish and Wildlife Conservation Commission, Florida Trail Association, St. Johns River Water Management District, Southwest Florida Water Management District, South Florida Water Management District, Indian River County, St. Lucie County, Martin County MPO, Palm Beach MPO, Broward County, Miami-Dade County and Monroe County.
This information was compiled from state and local agencies including Florida Department of Environmental Protection, Florida Fish and Wildlife Conservation Commission, Florida Trail Association, St. Johns River Water Management District, Southwest Florida Water Management District, South Florida Water Management District, Indian River County, St. Lucie County, Martin County MPO, Palm Beach MPO, Broward County, Miami-Dade County and Monroe County.
This information was compiled from state and local agencies including Florida Department of Environmental Protection, Florida Fish and Wildlife Conservation Commission, Florida Trail Association, St. Johns River Water Management District, Southwest Florida Water Management District, South Florida Water Management District, Indian River County, St. Lucie County, Martin County MPO, Palm Beach MPO, Broward County, Miami-Dade County and Monroe County.
APPENDIX
APPENDIX A

SOURCES

Broward MPO: http://www.browardmpo.org/

East Coast Greenway Alliance: http://www.greenway.org/


Indian River County MPO: http://www.irmpo.com/

Martin MPO: http://www.martinmpo.com/

Miami-Dade MPO: http://miamidadempo.org/

Palm Beach MPO – Desires 2040 (Long-Range Transportation Plan): http://www.palmbeachmpo.org/2040LRTP/index.htm

St. Lucie TPO: http://www.stlucietpo.org/


IMAGE SOURCES

Discover the Palm Beaches Florida: www.palmbeachfl.com/

https://thenounproject.com/search/?q=person+on+bike&i=2494

https://thenounproject.com/search/?q=equestrian&i=7530

https://thenounproject.com/search/?q=canoe&i=24062

Jonathan Dickinson State Park: www.jdstatepark.com

Palm Beach County Government: www.pbcgov.net

www.floridahikes.com
Appendix B

Key Public Outreach Events

The following list represents the dates of workshops before the Palm Beach MPO Bicycle/Pedestrian/Greenways Advisory Committee as well as the Southeast Florida Regional Workshops regarding the development of the Southeast Florida Regional Greenways and Trails Plan. All workshops were open-to-the-public, with public notice provided to MPO/TPOs, local governments, agencies, and the public. All workshops were held at the Palm Beach Vista Center, 2300 Jog Road, West Palm Beach, Florida.

9/6/2013  Regional Workshop 1
12/12/2013  Regional Paddling Trails Workshop
1/19/2014  BGPAC Workshop 1
1/28/2014  BGPAC Workshop 2
2/13/2014  BGPAC Workshop 3
3/20/2014  Regional Workshop 2
6/23/2015  Regional Workshop 3
7/2/2015  Preliminary Findings Presentation to BGPAC
"Blueways" or Paddling Trails Maps
This information was compiled from state and local agencies, including the Florida Department of Environmental Protection, Florida Fish and Wildlife Conservation Commission, Florida Paddling Trails Association, St. Johns River Water Management District, South Florida Water Management District, Indian River County MPO, St. Lucie TPO, Martin County MPO, Palm Beach MPO, Broward MPO, Miami-Dade MPO, and the local governments in Indian River, St. Lucie, Martin, Palm Beach, Broward, Miami-Dade, and Monroe counties.
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NOTE TO READERS: This document represents the GIS Attribute Guide for the Southeast Florida Regional Greenways & Trails Project. It is intended for applicability utilizing ArcGIS 10.1. Questions regarding attribute details or other project-related matters should be directed to Kim DeLaney, TCRPC at kdelaney@tcrpc.org or 772.221.4060.

GIS Version: ArcGIS 10.1
Coordinate System: NAD_1983_HARN_StatePlane_Florida_East_FIPS_0901
Base Map: ESRI “light gray canvas”

Each of the seven counties has a shape file with data for greenways/trails facilities. The attribute fields are detailed as follows:

- **COUNTY:** Refers to the county in which segment can be found.

- **TAG:** Refers to the status, type, and condition of the segment. TAG definitions are as follows:

<table>
<thead>
<tr>
<th>ABBREVIATION</th>
<th>DETAIL</th>
<th>STYLE</th>
<th>COLOR</th>
<th>SYMBOLOLOGY</th>
</tr>
</thead>
<tbody>
<tr>
<td>EHU</td>
<td>Existing Hiking Unpaved</td>
<td>Color</td>
<td>Cherrywood Brown</td>
<td></td>
</tr>
<tr>
<td>EMP</td>
<td>Existing Multi-Use Paved</td>
<td>Style</td>
<td>Solid</td>
<td></td>
</tr>
<tr>
<td>EMU</td>
<td>Existing Multi-Use Unpaved</td>
<td>Color</td>
<td>Tarragon Green</td>
<td></td>
</tr>
<tr>
<td>PHU</td>
<td>Proposed Hiking Unpaved</td>
<td>Style</td>
<td>Dashed (Single, Nautical Dashed)</td>
<td></td>
</tr>
<tr>
<td>PMP</td>
<td>Proposed Multi-Use Paved</td>
<td>Color</td>
<td>Solid Yellow</td>
<td></td>
</tr>
<tr>
<td>PMU</td>
<td>Proposed Multi-Use Unpaved</td>
<td>Style</td>
<td>Dashed (Single, Nautical Dashed)</td>
<td></td>
</tr>
</tbody>
</table>

- **EQUESTRIAN:** Refers to the ability for the segment to accommodate equestrian activity. All unpaved multi-use trails are presumed to provide equestrian access by default unless “NO” is indicated in this field. Equestrian activity is not permitted on unpaved hiking or paved multi-use trails.
APPENDIX D

- **PHASE**: Refers to development phase of facility segment:
  - “Final” if facility segment is completed and open-to-the-public by December 31, 2015
  - “Needs” if facility segment needs additional funding for it to be completed. This includes new facilities, as well as, existing facilities that require additional improvement for their completion (e.g., a current 6’ sidewalk that requires additional construction to become a 10’ multi-use paved path).
  - “Conceptual” if facility segment is proposed but without funding

- **NOTES**: Provides an opportunity for the inclusion of any pertinent information about the segment (e.g., right-of-way acquisition; environmental conditions; proximity to noted historic, cultural, or educational resource, facility filling a gap in a network)

- **STATUS**: Refers to the status of the segment defined as follows:
  - “Existing” if facility segment is completed and open-to-the-public by December 31, 2015.
  - “Proposed” if facility segment requires additional improvement for it to be completed in final form.

- **SEGMENT_ID**: Field to be completed by PB MPO. Refers to the project code name for each individual facility segment. Project code names include county abbreviation (e.g., “PB” for Palm Beach) and a facility segment number. For multi-segmented facilities, this attribute field further assigns a letter to each segment to distinguish individual phases. (e.g., the Lake Okeechobee Scenic Trail Connector includes four segments labeled PB31.A, PB31.B, PB31.C, and PB31.D). Final map to list all projects per county alphabetically.

- **FGTS**: Refers to the inclusion of the segment as part of the Florida Greenways and Trails System. Indicate “Y” for YES, “N” for NO.

- **LABEL_ID**: Field to be completed by PB MPO. Refers to the label identification for individual facility segments for mapping purposes.

- **SHAPE_LENGTH**: Refers to the length of the facility segment; calculated automatically by ArcGIS.

- **FACILITY NAME**: Refers to the appropriate name for facility.

- **SOURCE**: Refers to the contact name and entity responsible for any additions or edits to the shape file for each segment.
Local Initiatives Program

2016 Program Overview

The latest Long Range Transportation Plan Directions 2040, carved out future allocations of MPO allocated Surface Transportation funds to be used at the MPOs discretion. Thus the Local Initiatives program was created as an annual application process to identify and fund best lower-cost, non-regionally significant transportation projects that our communities want and our economies need.

- Applications are limited to a minimum request of $250k and maximum funding amount of $2.5M inclusive of all phases (e.g. design, construction, and CEI)

- An applicant may submit a maximum of 3 applications but only the highest ranking eligible project application will be included in the draft priority list. If funding permits, a second round of projects may be added to the priority list.

- Applications must be submitted online via the MPO website, Exhibit A.

- Applications to be submitted, reviewed and processed pursuant to the schedule shown on Exhibit B.

- Applications must include all required documents listed on Exhibit C.

- Applications will be scored and ranked via the scoring system derived from the goals, objectives and values in the Directions 2040 LRTP and described more specifically in Exhibit D.

- A glossary has been included to help familiarize applicants with frequently used terms, found in Exhibit E.

- The MPO Board makes the final decision regarding inclusion of an application on the MPO Priority Projects List and may waive any of the above requirements.
Palm Beach MPO
2016 Local Initiatives Program

(Exhibit A)

Website Link: http://www.palmbeachmpo.org/forms/2016-local-initiatives-application
### 2016 Local Initiative Program – Schedule

*(Exhibit B)*

<table>
<thead>
<tr>
<th>Date</th>
<th>Activity and Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>December 7, 2015</strong></td>
<td><strong>Program Kick-off.</strong> PBMPO distributes the procedure and application process information to Palm Beach agencies and posts to website.</td>
</tr>
<tr>
<td><strong>January 2016</strong></td>
<td><strong>Joint Applicant Workshop.</strong> FDOT and MPO staff to review application requirements, scoring criteria, and schedule and project implementation options.</td>
</tr>
<tr>
<td><strong>Jan-March 30, 2016</strong></td>
<td><strong>Staff Consultation.</strong> MPO staff are available to discuss project specifics and clarify application requirements.</td>
</tr>
<tr>
<td><strong>By April 1, 2016</strong></td>
<td><strong>Applications Due to MPO.</strong> Completed applications to be submitted by project applicants via MPO website. Prior to application submittal, project applicants are encouraged to have qualified staff conduct field reviews to ensure that potential projects are “constructible” and require no right-of-way acquisition.</td>
</tr>
<tr>
<td><strong>April 1-April 15, 2016</strong></td>
<td><strong>MPO Application Screening.</strong> MPO staff will screen applications for completeness.</td>
</tr>
<tr>
<td><strong>April 18-30, 2016</strong></td>
<td><strong>Applicant Presentations to Staff.</strong> MPO staff then determine a pre-eligibility ranking for those projects that appear to be eligible and “constructible”.</td>
</tr>
<tr>
<td><strong>May 2, 2016</strong></td>
<td><strong>Submit Project List and Ranking to FDOT.</strong> MPOs submit applications and a summary list of candidate projects with tentative project rankings to the Program Management Office for project feasibility assessment and eligibility determination.</td>
</tr>
<tr>
<td><strong>June 30, 2016</strong></td>
<td><strong>FDOT D4 returns Eligibility Determinations.</strong> MPO shares eligibility issues with applicants and creates draft priority ranking for eligible projects.</td>
</tr>
<tr>
<td><strong>July 1-31, 2016</strong></td>
<td><strong>Applicants to Resolve Outstanding Eligibility Issues.</strong></td>
</tr>
<tr>
<td><strong>Priority List to Committees: September, 2016</strong></td>
<td><strong>MPO Final Ranking.</strong> Committees review draft priority ranking. Each committee member gets to submit their own ranking for all projects – no discussion, just a staff presentation and then a silent ballot with an option to approve MPO staff ranking.</td>
</tr>
<tr>
<td><strong>MPO Board: September, 2016</strong></td>
<td><strong>Submit Project Priorities to FDOT.</strong> The MPO submits an adopted list of finalized priority projects to the FDOT D4 Program Management Office and notifies sponsors of final priority rankings.</td>
</tr>
</tbody>
</table>
2016 Local Initiatives Program

Required Documents

(Exhibit C)

1. **Project Implementation Plan** – specify one:
   
   a. Applicant Implements with construction reimbursement from MPO funds via Local Agency Program (LAP) agreement
   
   b. Applicant Implements with design and construction reimbursement from MPO funds via Local Agency Program (LAP) agreement
   
   c. FDOT Implements with construction reimbursement from MPO funds, design reimbursement via Locally Funded Agreement (LFA)
   
   d. FDOT Implements with design and construction reimbursement from MPO funds

2. **Resolution of Support for Project from applicant**

3. **Resolution committing to fund operations/maintenance of improvement from facility owner or maintaining entity**

4. **Existing ownership documentation**

5. **Cost Estimate** (from applicant’s engineer for LAP implementation, from FDOT for FDOT implementation)

6. **Project Location map**

7. **Typical section of improved facility or improvement detail**

8. **Resolution of support from right-of-way or facility owner** (if applicable)
## Palm Beach MPO 2016 Local Initiatives Project Scoring
*(Exhibit D)*

<table>
<thead>
<tr>
<th>LRTP Value</th>
<th>LRTP Category</th>
<th>Criteria</th>
<th>Value</th>
<th>Scoring</th>
<th>Max</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 &amp; 6</td>
<td>Safety, Security and Complete Streets</td>
<td>Project improves non-motorized safety by providing:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>buffered bike lanes - 4</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>10'+ shared-use pathways - 3</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>designated bike lanes - 2</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>new sidewalks - 1</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Project improves safety and convenience for users (project must demonstrate)</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Project improves performance of hurricane evacuation route</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Project mitigates impacts of sea level rise</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Maintenance</td>
<td>Project improves infrastructure in unacceptable condition with widespread advanced signs of deterioration; potential imminent failure</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Project improves infrastructure in poor condition and mostly below standard, approaching the end of its service life, exhibiting significant deterioration and of strong risk of failure</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Project improves non-motorized and/or transit infrastructure or improves transit service level</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>TSM&amp;O / TDM</td>
<td>Non-capacity project implements TSM strategies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Non-capacity project implements TDM strategies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Capacity project improves Thoroughfare intersection(s) where critical sum &gt; 1400</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Capacity project expands fiber optic traffic signal network</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Capacity project expands CCTV camera coverage area on principal arterials</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Maximize MPO Funds</td>
<td>Local Implementation via Local Area Participation (LAP) Agreement or FTA Flex</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>FDOT Implementation on State Highway System with Local Funding for design</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>FDOT Implementation with Local Funding for design</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Equity</td>
<td>Median HH income within 1 mile of project vs PBC median income ($52,806)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>&lt; 60%</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>60 - &lt;80%</td>
<td>7</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>80% - &lt;100%</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Traditionally underserved population percentage within 1 mile of project</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt;80%</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt;60 - 80%</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt;40% -60%</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt;20% - 40%</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5-20%</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7a</td>
<td>Local Support</td>
<td>Project is endorsed by members of benefit area (HOA, POA, petition, etc.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7b</td>
<td>Environmental</td>
<td>Project will have positive environmental impacts (project must demonstrate)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Regional Freight</td>
<td>Project improves capacity on congested SIS facility/connector or non-SIS truck route</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>v/c &gt; 1.2</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>v/c &gt; 1.1</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>v/c &gt; 1</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Project improves efficient movement of freight in region</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Non-motorized Connectors</td>
<td>Project improves non-motorized facilities at an interchange, bridge, or railroad crossing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Project improves non-motorized connectivity to facilities on PBC Thoroughfare Map within 2 miles of a transit hub</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Efficient Transit</td>
<td>Project improves service at a transit hub</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Project reduces transit travel time between transit hubs</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:**

**Non-motorized Point System**

1. Multiply length (up to 2 miles) by factor shown in value column
MPO Funding Program
Glossary of Terms and Acronyms
(Exhibit E)

A

**Americans with Disabilities Act (ADA) Transition Plan** - The Americans with Disabilities Act (ADA) of 1990 is a civil rights statute that prohibits discrimination against people who have disabilities. As a necessary step to a program access plan to provide accessibility under the ADA, state and local government, public entities or agencies are required to perform self-evaluations of their current facilities, relative the accessibility requirements of the ADA. The agencies are then required to develop a Program Access Plan, which can be called a Transition Plan, to address any deficiencies. Additional information can be found here: [http://www.dot.state.fl.us/projectmanagementoffice/ADA/2011_BestPracticesTransitionPlans.pdf](http://www.dot.state.fl.us/projectmanagementoffice/ADA/2011_BestPracticesTransitionPlans.pdf).

**Aging population** – Persons 65 years or older.

B

**Below the Poverty Line** – A family or individual is considered to be in poverty when their total income is less than the poverty threshold. The Census calculates poverty thresholds by multiplying the base-year poverty thresholds (1982) by the monthly inflation factor based on the 12 monthly Consumer Price Indexes (CPIs) and the base-year CPI.

**Bike lanes** – Lanes specifically marked for bicyclists, often misunderstood, and curiously source of much angst.

C

**Congestion** - A condition on road networks that occurs when traffic demand approaches or exceeds the available capacity of the system.

**Corridor** - A broad geographical band that follows a general directional flow connecting major sources of trips that may contain a number of streets, highways and transit route alignments.

**Complete Streets** – Road corridors that are built with safe access for all users and abilities in mind.

**Closed-circuit Television (CCTV)** - The use of video cameras to transmit a signal to a specific place, on a limited set of monitors.

E

**Environmental Justice** – A process requiring the inclusion of minority and low-income populations in the transportation planning process and prohibiting discrimination based on race, color, and national origin. Designed to ensure participation by minority and low-income populations in the decision-making process, prevent the denial or receipt of benefits to minority and low-income populations, and minimize or mitigate disproportionately high or adverse impacts on minority and low-income populations.

**Environmental Regulations** - State and federal statutes concerned with the maintenance and protection of the natural, cultural, and historical environment. It provides a basis for measuring and apportioning liability in cases of environmental crime and the failure to comply with its provisions.

**Evaluation Measures** – Developed for each public involvement goal to measure the effectiveness of the Public Participation Plan.
H
Homeowner’s Association (HOA) – An organization in a subdivision, planned community or condominium that makes and enforces rules for the properties in its jurisdiction.

L
Local Agency Program (LAP) agreement – a contractual agreement where local agencies are certified by the Department of Transportation to manage the planning, preliminary engineering, right-of-way acquisition, construction and Construction Engineering and Inspection (CEI) services associated with a Federal-Aid transportation project. Additional information regarding this agreement can be found here: http://www.dot.state фл.us/programmanagement/LAP/Default. shtm.

Locally Funded Agreements (LFA) – Locally Funded Agreements are legally binding agreements, between the Department and one or more parties, which provide for the rendering of services and/or commodities, involving joint efforts and/or funding, and are mutually beneficial to all parties.

Low-Income Persons — A family or individual with total income below 100 percent of the federal poverty guidelines.

M
Minority – People who report their ethnicity and race as something other than white alone in the US Census.

Multimodal - The availability of transportation options using different methods within a system or corridor. Examples of these methods include biking, walking, and public transit.

N
Non-SOV Mode Share – Travel options such as, biking, walking, transit and carpooling; when a commute does not involve a person driving alone in a car, truck or van.

O
Older Adult – Persons 65 years or older.

P
Property owner Association (POA) – see Homeowner’s Association (HOA).

Public Participation Plan (PPP) - Defines a process for providing interested parties with reasonable opportunities to be involved in the metropolitan transportation planning process.

R
Regional Transit Providers – Local agencies that provide public transportation services to a community.

S
Safety and Convenience for All Users – A primary component of “Complete Streets” that improves the users’ experience as they travel through a corridor. Components can include, but are not limited to: lighting, crosswalks, landscaping, and traffic calming.

Strategic Intermodal System (SIS) - the state’s largest and most strategic transportation facilities, including major air, space, water, rail, and highway facilities. The SIS is Florida’s highest statewide priority for transportation capacity improvements.
**Stakeholder** - Person or group affected by a transportation plan, program or project.

**T**

**Technical Advisory Committee (TAC)** – Committee representing local government agencies that assists the MPO by reviewing transportation plans and programs and making recommendations based on their technical adequacy.

**Title VI of the Civil Rights Act of 1964** - Prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance.

**Town Hall Meeting** – An informal public meeting open to everyone in a community.

**Traditionally Under-Represented or Under-Served Populations** – Those inadequately served by existing transportation systems, such as low-income and minority households, who may face challenges accessing employment and other services.

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Transportation Alternatives Program

2016 Program Overview

Established by MAP-21 the federal Transportation Alternatives Program is a cost-reimbursement program where projects are selected by the MPO. The program funds on- and off-road pedestrian and bicycle facilities, infrastructure for improving non-driver access to public transportation and enhanced mobility, community improvement activities, and environmental mitigation; recreational trail projects; safe routes to school projects; and projects for planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former divided highways.

- Applications are limited to a minimum request of $250K and maximum funding amount of $750K inclusive of all project phases.

- Applications must be submitted online via the MPO website, seen in Exhibit A.

- Applications are to be submitted, reviewed and processed pursuant to the schedule, shown on Exhibit B.

- Applications must include all required documents, listed on Exhibit C.

- Applications will be scored and ranked via the scoring system derived from the goals, objectives and values in the Directions 2040 LRTP and described more specifically in Exhibit D.

- A glossary has been included to help familiarize applicants with frequently used terms, this is found in Exhibit E.

- The MPO Board makes the final decision regarding inclusion of an application on the MPO Priority Projects List and may waive any of the above requirements.
## 2016 Transportation Alternatives Program – Schedule

(Exhibit B)

<table>
<thead>
<tr>
<th>Date</th>
<th>Activity and Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 7, 2015</td>
<td><strong>Program Kick-off.</strong> PBMPO distributes the procedure and application process information to Palm Beach agencies and posts to website.</td>
</tr>
<tr>
<td>January 2016</td>
<td><strong>Joint Applicant Workshop.</strong> FDOT and MPO staff to review application requirements, scoring criteria, and schedule and project implementation options.</td>
</tr>
<tr>
<td>Jan-March 30, 2016</td>
<td><strong>Staff Consultation.</strong> MPO staff are available to discuss project specifics and clarify application requirements.</td>
</tr>
<tr>
<td>By April 1, 2016</td>
<td><strong>Applications Due to MPO.</strong> Completed applications to be submitted by project applicants via MPO website. Prior to application submittal, project applicants are encouraged to have qualified staff conduct field reviews to ensure that potential projects are “constructible” and require no right-of-way acquisition.</td>
</tr>
<tr>
<td>April 1-April 15, 2016</td>
<td><strong>MPO Application Screening.</strong> MPO staff will screen applications for completeness and then determine a pre-eligibility ranking for those projects that appear to be eligible and “constructible”.</td>
</tr>
<tr>
<td>May 5, 2016</td>
<td><strong>Applicant Presentations to BGPAC and Staff.</strong> BGPAC will rank projects according to committee priority.</td>
</tr>
<tr>
<td>May 6, 2016</td>
<td><strong>Submit Project List and Ranking to FDOT.</strong> MPOs submit applications and a summary list of candidate projects with tentative project rankings to the Program Management Office for project feasibility assessment and eligibility determination.</td>
</tr>
<tr>
<td>June 30, 2016</td>
<td><strong>FDOT D4 returns Eligibility Determinations.</strong> MPO shares eligibility issues with applicants and creates draft priority ranking for eligible projects.</td>
</tr>
<tr>
<td>July 1-31, 2016</td>
<td><strong>Applicants to Resolve Outstanding Eligibility Issues.</strong></td>
</tr>
<tr>
<td>Priority List to Committees: September, 2016</td>
<td><strong>MPO Final Ranking.</strong> Committees review draft priority ranking. Each committee member gets to submit their own ranking for all projects – no discussion, just a staff presentation and then a silent ballot with an option to approve MPO staff ranking.</td>
</tr>
<tr>
<td>MPO Board: September, 2016</td>
<td><strong>Submit Project Priorities to FDOT.</strong> The MPO submits an adopted list of finalized priority projects to the FDOT D4 Program Management Office and notifies sponsors of final priority rankings.</td>
</tr>
</tbody>
</table>
2016 Transportation Alternatives Program
Required Documents
(Exhibit C)

1. **Project Implementation Plan** – specify one:
   a. Applicant Implements with construction reimbursement from MPO funds via Local Agency Program (LAP) agreement
   b. Applicant Implements with design and construction reimbursement from MPO funds via Local Agency Program (LAP) agreement
   c. FDOT Implements with construction reimbursement from MPO funds, design reimbursement via Local Agency Funding (LAF) agreement
   d. FDOT Implements with design and construction reimbursement from MPO funds

2. **Letter of support from facility owner**

3. **Letter committing to fund operations/maintenance of improvement from facility owner or maintaining entity**

4. **Existing ownership documentation**

5. **Cost Estimate** (from applicant’s engineer for LAP implementation, from FDOT for FDOT implementation)

6. **Photograph of project location before construction**

7. **Project Location map** (Aerial view)

8. **Typical section of improved facility or improvement detail**

9. **Resolution of Support for Project from applicant, or evidence thereof** – due within 60 days of application due date
<table>
<thead>
<tr>
<th>LRTP Value</th>
<th>LRTP Category</th>
<th>Criteria</th>
<th>Value</th>
<th>Scoring</th>
<th>Max</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 &amp; 6</td>
<td>Safety, Security and Complete Streets</td>
<td>Project improves non-motorized safety by providing*:</td>
<td></td>
<td></td>
<td>25</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>buffered bike lanes - 4</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>10'+ shared-use pathways - 3</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>designated bike lanes - 2</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>new sidewalks - 1</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Project improves safety and convience for non-motorized users (must demonstrate).</td>
<td></td>
<td></td>
<td>10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Project mitigates impacts of sea level rise</td>
<td></td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>2</td>
<td>Maintenance</td>
<td>Project improves infrastructure in unacceptable condition with widespread advanced signs of deterioration; potential imminent failure</td>
<td></td>
<td></td>
<td>7</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Project improves infrastructure in poor condition and mostly below standard, approaching the end of its service life, exhibiting significant deterioration and of strong risk of failure</td>
<td></td>
<td></td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Project improves non-motorized and/or transit infrastructure or improves transit service level</td>
<td></td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>4</td>
<td>Maximize MPO Funds</td>
<td>Local Implementation via Local Agency Program (LAP) Agreement</td>
<td></td>
<td></td>
<td>10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>FDOT Implementation on State Highway System with Local Funding for design</td>
<td></td>
<td></td>
<td>7</td>
</tr>
<tr>
<td></td>
<td></td>
<td>FDOT Implementation with Local Funding for design</td>
<td></td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>5</td>
<td>Equity</td>
<td>Median HH income within 1 mile of project vs PBC median income ($52,806)</td>
<td></td>
<td></td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>&lt; 60%</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>60 - &lt;80%</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>80% - &lt;100%</td>
<td>1</td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td>&gt;80%</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Traditionally underserved population percentage within 1 mile of project</td>
<td></td>
<td></td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt;60 - 80%</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt;40% - 60%</td>
<td>3</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>&gt;20% - 40%</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5-20%</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7a</td>
<td>Local Support</td>
<td>Project is endorsed by members of benefit area (HOA, POA, petition, etc.)</td>
<td></td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>7b</td>
<td>Environmental</td>
<td>Project is unlikely to have adverse environmental impacts</td>
<td></td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>9</td>
<td>Non-motorized Connectors</td>
<td>Project improves non-motorized facilities at an interchange, bridge, or railroad crossing</td>
<td></td>
<td></td>
<td>6</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Project improves non-motorized connectivity to facilities on PBC Thoroughfare Map within 2 miles of a transit hub</td>
<td></td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>10</td>
<td>Efficient Transit</td>
<td>Project improves service at a transit hub</td>
<td></td>
<td></td>
<td>10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Project reduces transit travel time between transit hubs</td>
<td></td>
<td></td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Proximity Benefit</td>
<td>Project is within 2 miles of a school</td>
<td></td>
<td></td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Project is within 1 mile of a shopping center</td>
<td></td>
<td></td>
<td>3</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Project is within 1 mile of a recreational center or park</td>
<td></td>
<td></td>
<td>2</td>
</tr>
</tbody>
</table>

Note:

*Non-Motorized Point System*
1. Multiply length (up to 2 miles) by factor shown in value column
MPO Funding Program
Glossary of Terms and Acronyms
(Exhibit E)

A

Americans with Disabilities Act (ADA) Transition Plan - The Americans with Disabilities Act (ADA) of 1990 is a civil rights statute that prohibits discrimination against people who have disabilities. As a necessary step to a program access plan to provide accessibility under the ADA, state and local government, public entities or agencies are required to perform self-evaluations of their current facilities, relative the accessibility requirements of the ADA. The agencies are then required to develop a Program Access Plan, which can be called a Transition Plan, to address any deficiencies. Additional information can be found here: http://www.dot.state.fl.us/projectmanagementoffice/ADA/2011_BestPracticesTransitionPlans.pdf.

Aging population — Persons 65 years or older.

B

Below the Poverty Line — A family or individual is considered to be in poverty when their total income is less than the poverty threshold. The Census calculates poverty thresholds by multiplying the base-year poverty thresholds (1982) by the monthly inflation factor based on the 12 monthly Consumer Price Indexes (CPIs) and the base-year CPI.

Bike lanes — Lanes specifically marked for bicyclists, often misunderstood, and curiously source of much angst.

C

Congestion - A condition on road networks that occurs when traffic demand approaches or exceeds the available capacity of the system.

Corridor - A broad geographical band that follows a general directional flow connecting major sources of trips that may contain a number of streets, highways and transit route alignments.

Complete Streets — Road corridors that are built with safe access for all users and abilities in mind.

Closed-circuit Television (CCTV) - The use of video cameras to transmit a signal to a specific place, on a limited set of monitors.

E

Environmental Justice — A process requiring the inclusion of minority and low-income populations in the transportation planning process and prohibiting discrimination based on race, color, and national origin. Designed to ensure participation by minority and low-income populations in the decision-making process, prevent the denial or receipt of benefits to minority and low-income populations, and minimize or mitigate disproportionately high or adverse impacts on minority and low-income populations.

Environmental Regulations - State and federal statutes concerned with the maintenance and protection of the natural, cultural, and historical environment. It provides a basis for measuring and apportioning liability in cases of environmental crime and the failure to comply with its provisions.

Evaluation Measures — Developed for each public involvement goal to measure the effectiveness of the Public Participation Plan.
H
Homeowner’s Association (HOA) – An organization in a subdivision, planned community or condominium that makes and enforces rules for the properties in its jurisdiction.

L
Local Agency Program (LAP) agreement – a contractual agreement where local agencies are certified by the Department of Transportation to manage the planning, preliminary engineering, right-of-way acquisition, construction and Construction Engineering and Inspection (CEI) services associated with a Federal-Aid transportation project. Additional information regarding this agreement can be found here: http://www.dot.state.fl.us/programmanagement/LAP/Default.shtm.

Locally Funded Agreements (LFA) – Locally Funded Agreements are legally binding agreements, between the Department and one or more parties, which provide for the rendering of services and/or commodities, involving joint efforts and/or funding, and are mutually beneficial to all parties.

Low-Income Persons – A family or individual with total income below 100 percent of the federal poverty guidelines.

M
Minority – People who report their ethnicity and race as something other than white alone in the US Census.

Multimodal - The availability of transportation options using different methods within a system or corridor. Examples of these methods include biking, walking, and public transit.

N
Non-SOV Mode Share – Travel options such as, biking, walking, transit and carpooling; when a commute does not involve a person driving alone in a car, truck or van.

O
Older Adult – Persons 65 years or older.

P
Property owner Association (POA) – see Homeowner’s Association (HOA).

Public Participation Plan (PPP) - Defines a process for providing interested parties with reasonable opportunities to be involved in the metropolitan transportation planning process.

R
Regional Transit Providers – Local agencies that provide public transportation services to a community.

S
Safety and Convenience for All Users – A primary component of “Complete Streets” that improves the users’ experience as they travel through a corridor. Components can include, but are not limited to: lighting, crosswalks, landscaping, and traffic calming.

Strategic Intermodal System (SIS) - the state’s largest and most strategic transportation facilities, including major air, space, water, rail, and highway facilities. The SIS is Florida’s highest statewide priority for transportation capacity improvements.
Stakeholder - Person or group affected by a transportation plan, program or project.

Technical Advisory Committee (TAC) – Committee representing local government agencies that assists the MPO by reviewing transportation plans and programs and making recommendations based on their technical adequacy.

Title VI of the Civil Rights Act of 1964 - Prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance.

Town Hall Meeting – An informal public meeting open to everyone in a community.

Traditionally Under-Represented or Under-Served Populations – Those inadequately served by existing transportation systems, such as low-income and minority households, who may face challenges accessing employment and other services.

Transit – Passenger transportation services, usually local in scope, that is available to any person who pays a prescribed fare. It operates on established schedules along designated routes or lines with specific stops and is designed to move relatively large numbers of people at one time.

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The Florida Department of Transportation (FDOT) is conducting a corridor study along a 45-mile segment of State Road (SR) 80 in Palm Beach County. SR 80 is a major highway and freight corridor connecting communities to major commercial and employment destinations within the region. Due to its regional significance, SR 80 has been designated as a Strategic Intermodal System (SIS) highway. The SIS is a high-priority transportation network critical to Florida’s economic competitiveness.

The purpose of the study is to develop an action plan aimed at maintaining a safe and efficient transportation system that accommodates all users and modes and is well integrated with land uses in the study area. The action plan will recommend actions to be taken by FDOT, local governments, and other stakeholders to protect and enhance the corridor and identify improvements necessary to bring the roadway to SIS standards within a 20 year planning horizon.

The development of the action plan will be a cooperative consensus building process involving state, regional and local stakeholders.

INFORMATION ABOUT THE SR 80 CORRIDOR . . .

- Traverses nine municipalities in Palm Beach County – West Palm Beach, Cloud Lake, Glen Ridge, Haverhill, Wellington, Royal Palm Beach, Loxahatchee Groves, Belle Glade, South Bay
- Provides access to businesses located along the corridor while accommodating a high-speed, high-volume through traffic
- Multimodal corridor with competing demands from automobiles, transit, freight, and non-motorists
- Western segment through Belle Glade and South Bay primarily a downtown main street
- Over 10,000 residential units and one million square feet of non-residential development approved or proposed that could affect traffic volumes on SR 80
- In spite of recent widening, cumulative effects of approved new development show estimated traffic volumes will exceed FDOT’s adopted level of service standards for SR 80
- Widening beyond the existing eight lanes not a feasible or desirable option; hence a broad range of transportation and land use strategies will be evaluated along with specific enhancements to local roadways and public transportation.
Given the length and significance of the corridor, there are numerous complexities that will require input and coordination with residents, businesses and commuters along the corridor.

**STUDY TIMELINE**

- **Data Collection**
  - FALL 2015 - SPRING 2016

- **Analysis + Alternatives Development**
  - FALL 2015 - FALL 2016

- **Alternatives Public Workshop**
  - SUMMER 2016

- **Prepare Action Plan Report**
  - SUMMER 2016 - FALL 2017

- **Action Plan Adoption**
  - FALL 2017

**Action Plan Implementation**

**WE WANT YOUR INPUT!**

One major goal of this study is to ensure that the action plan reflects the values and needs of the communities along the study corridor. We want to involve the public and the community stakeholders early and continuously throughout the study.

To provide comments, ask questions, and make suggestions about the study contact:

- **Miguel Vargas, P.E.**
  - FDOT Project Manager, FDOT District 4
  - Phone: 954-777-4347
  - E-mail: Miguel.Vargas@dot.state.fl.us

- **Jessica Josselyn**
  - Consultant Project Manager, Kittelson & Associates, Inc.
  - Phone: 954-828-1730
  - E-mail: jjosselyn@kittelson.com

If you would like to get involved and stay updated on the study, please join the study e-mail database by providing your e-mail address to the project contact persons listed above or by signing up on the study website:

**www.sr80actionplan.com**

**Non-Discrimination**

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status.
PALM BEACH METROPOLITAN PLANNING ORGANIZATION

2016 MPO BOARD RETREAT

DATE: THURSDAY, January 21, 2016
TIME: 8:45 A.M. – 12:00 P.M.
PLACE: Palm Beach County Governmental Center
        301 North Olive Avenue
        West Palm Beach, FL 33401

PARTNERS SFRTA, Palm Tran, City of Palm Beach Gardens and Town of Jupiter

Due to logistics, we ask that you RSVP and let us know if you are planning to attend the retreat. If you have any questions or require special considerations, please contact Malissa Booth at 561-684-4170 or mbooth@PalmBeachMPO.org at least 48 hours prior to the meeting. If a person does not want to ride public transit, he/she may observe and participate at the MPO Office (2300 N Jog Rd, West Palm Beach, FL 33411) via video conference technology.

ATTIRE Check the weather report and wear casual attire including comfortable walking shoes as there will be a fair amount of walking and standing. A portion of the morning will be outdoors.

AGENDA

8:45-9:00 Arrive at Palm Beach County Governmental Center
Convene on north side of the building along 3rd Street
Refreshments and obtain audio headsets

9:00-9:15 Commuter Challenge Bus Wrap Ribbon Cutting Ceremony
Mayor Haynie will introduce the Commuter Challenge

9:15-9:45 Travel to Palm Beach Gardens
Mr. Clinton Forbes, Palm Tran Executive Director - Palm Tran system overview

9:45-10:15 Palm Beach Gardens City Hall
Ms. Natalie Crowley, PB Gardens - Art in public places bus shelter program, city participation in PGA Blvd bridge over Alt A1A

10:15-10:45 Travel to Jupiter
Mr. Bill Cross, SFRTA - planned Palm Beach Gardens Tri-Rail station and service extension to northern Palm Beach County
10:45-11:15  Jupiter’s Harbourside Amphitheater
Andy Lukasik, Jupiter town manager – Creating walkable developments and neighborhood character via transportation, and promoting complete streets

11:15-11:30  Walk along the Riverwalk to Jupiter Dive Shop
Brenda Arnold – Using MPO programs as a funding resource

11:30 – 12:00  Travel from Jupiter Dive Shop to Palm Beach County Governmental Center
Dr. Kim Delaney, TCRPC – US 1 in the village of North Palm Beach