PALM BEACH
METROPOLITAN PLANNING ORGANIZATION – AGENDA

DATE: THURSDAY, JULY 16, 2015
TIME: 9:00 A.M.
PLACE: Palm Beach County Governmental Center
301 North Olive Avenue
12th Floor McEaddy Conference Room
West Palm Beach, FL 33401

1. REGULAR ITEMS
   A. Roll Call
   B. Prayer
   C. Pledge of Allegiance
   D. MOTION TO ADOPT Agenda for July 16, 2015
   E. MOTION TO APPROVE Minutes for June 18, 2015
   F. Comments from the Chair
   G. Executive Director’s Report
   H. MOTION TO APPROVE Consent Agenda Items
      1. Resolution approving Board member travel to Association of Metropolitan Planning Organizations (AMPO) and Rail-Volution annual conferences
         Approval of this item authorizes the MPO to reimburse travel expenses incurred for one Board member to attend the AMPO annual conference in Clark County, NV on October 20-23, 2015 and for one Board member to attend the Rail-Volution annual conference in Dallas, TX on October 25-28, 2015.
      2. Appointment of Ms. Tinu Peña to the Citizens Advisory Committee
         Vice Mayor Richard Valunta is requesting the appointment of Ms. Tinu Peña to the Citizen's Advisory Committee. Ms. Peña’s resume is attached.
      3. 2015 Joint State/MPO Certification
         The 2015 Joint State/MPO Certification Review Package includes a Findings, Recommendations and Noteworthy Practices Report along with
a Joint Certification Statement and 2015 Certifications and Assurances to be executed by the MPO.

4. Florida Commission for the Transportation Disadvantaged (CTD) Planning Grant

In June, the MPO Board adopted a resolution authorizing the executive director to execute a Planning Grant Agreement (Agreement) with the CTD provided that the Agreement would not take effect until approved by the MPO. The signed Agreement is attached.

5. Purchase of a computer to run the Southeast Regional Planning Model (SERPM) in the amount not to exceed $9,000

The Interlocal Agreement between the MPO and Palm Beach County states that "The MPO Governing Board shall approve all procurements of computer hardware and software in excess of Five Thousand Dollars ($5,000)..." The SERPM utilizes a complex algorithm that requires a powerful computer. Approval of this item allows the MPO to perform model runs to evaluate different planning scenarios and policies and their corresponding impacts.

6. Removal of Local Coordinating Board (LCB) members with three or more consecutive unexcused absences

The highlighted board members on the attached membership roster have missed three or more consecutive meetings without notification. The LCB bylaws state that the MPO "shall review, and consider rescinding, the appointment of any member of the LCB who fails to attend three consecutive meetings."

I. General Public Comments

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

2. ACTION ITEMS

A. MOTION TO ADOPT a Resolution authorizing execution of a 5-year Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) for Federal Transit Administration (FTA) grant funding and filing an annual application with FDOT for FY 16 planning grant funds

The MPO receives grant funding from FTA for transit planning activities. The budget for these funds is contained in the Unified Planning Work Program (UPWP). The resolution is attached along with the 5-year JPA, the FY 16 application for these funds and the associated certifications and assurances. The FY 16 FTA allocation and matching funds are estimated to include a federal allocation of $524,860 and a state and local matching amount of $65,607 each. Palm Beach County provides the local match. The total funds received from this grant are $656,074.
B. MOTION TO ADOPT a Resolution approving the FY 2017-2021 Priority Projects

Florida Statutes require the MPO to annually adopt transportation system priority projects for use in developing the FDOT Draft Tentative Work Program and the MPO’s Transportation Improvement Program (TIP). The attached resolution and list of FY 2017-2021 Priority Projects considers public input, stakeholder proposals, and an analysis of the transportation system to identify needed improvements. The list of projects is consistent with the Long Range Transportation Plan (LRTP) Cost Feasible Plan and its associated goals, objectives and values.

The FY 2017-2021 Priority Projects are organized into Major Highway, Transit and Freight Projects, Local Initiatives (LI) Projects, and Transportation Alternative (TA) Projects. The list identifies the additional funding needs of those projects previously approved by the MPO and several new projects to enhance mobility.

The adopted list of priority projects will be transmitted to FDOT by August 11, 2015.

TAC/CAC/BGPAC: All committees recommended approval with modifications; the final project ranking reflects the average of staff and committee rankings. Also, two committees recommended deletion of Local Initiative Project #29 (Royal Palm Beach sidewalks) because the project applied for both LI and TA programs and will be partially funded with TA funds in FY 19.

3. INFORMATION ITEMS
   A. FDOT Northwood Crossover

   FDOT staff will provide an update on South Florida Freight and Passenger Rail Enhancement Projects - Northwood Connection Phases 1A and 2. The presentation includes project location, status of proposed improvements, benefits and impacts, public involvement, and schedule.

   B. Annual Palm Tran Plan Update

   Palm Tran staff will provide an update on the status of their MPO funded projects. This presentation will include project locations, funding status, implementation timeline, as well as benefits and impacts of proposed improvements.

4. ADMINISTRATIVE ITEMS
   A. Member Comments
   B. Next Meeting – September 17, 2015
   C. MOTION TO ADJOURN

NOTICE

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

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

Chair Haynie called the meeting to order at 9:00 a.m.

1.A. Roll Call

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

Chair Haynie welcomed new member Commissioner Bruce Guyton and welcomed back Councilman Jim Kuretski as well as the alternates present.


1.C. Pledge of Allegiance

1.D. ADOPTED: Agenda for June 18, 2015

MOTION to adopt the agenda. Motion by Councilman Willhite, seconded by Commissioner Burdick, and carried unanimously. Commissioner Richards, Commissioner McKinlay, Commissioner Abrams, Vice Mayor Berger, Commissioner Taylor, Mayor Glickstein, Vice Mayor Jablin and Commissioner James absent.

1.E. APPROVED: Minutes for May 21, 2015

MOTION to approve the Minutes for May 21, 2015. Motion by Councilman Willhite, seconded by Councilman Hmara, and carried unanimously. Commissioner Richards, Commissioner McKinlay, Commissioner Abrams, Vice Mayor Berger, Commissioner Taylor, Mayor Glickstein, Vice Mayor Jablin and Commissioner James absent.
1.F. Comments from the Chair

Chair Haynie said that:

- The new MPOAC Director Carl Mikyska started work on Monday. The MPOAC's former director Howard Glassman has accepted a position with one of the big engineering and transportation firms.

- All the members should have received the interlocal agreement and sample resolution by email to add the additional members to the MPO. This must be done with an affirmative vote resolution by every member of this body and urged everyone to get the item on their agendas and have it adopted in a timely manner.

1.G. Executive Director’s Report

Mr. Uhren said that:

- He is available to attend local commission meetings when the updated Interlocal agreement is on the agenda to answer any questions that may arise.

- The new graphics around the room were created through our partnership with South Florida Commuter Services to establish a transportation ambience for the meetings. Feedback is appreciated.

- The official launch of the SkyBike West Palm Beach (WPB) bike share program took place on June 6, 2015.

- Palm Tran has made real-time data available and Tri-Rail has made schedule data available to 3rd party developers. Transit App, a privately developed mobile app, now allows you to get point to point directions using Tri-Rail, Palm Tran, BCT, MDT, Uber or SkyBike.

- MAP 21 authorization now expires July 31. As a reminder, the program is primarily funded by the 18.4-cent per gallon federal gas tax which generates roughly $34 billion per year, but the current authorizations spend roughly $50 billion per year. The gas tax has not been increased since 1993. Representative Paul Ryan, House Ways & Means Chair, conducted a hearing yesterday on long-term financing for the transportation trust fund but has joined with the GOP in opposing any gas tax increases, so it will be a challenging discussion finding that funding.

- FDOT is conducting another regional workshop for the update to the state transportation plan and Strategic Intermodal System (SIS) policy plan on June 24 at 1:30 pm at FDOT D4 on Commercial Blvd. in Ft. Lauderdale.

- All Aboard Florida (AAF) is currently installing a third track in the WPB station area, also known as a bypass track, so freight operations can continue while station work is underway. There have been several temporary grade crossing closures and those will continue through July at select intersections in WPB. Archer Western is finalizing its schedule, and AAF will be reaching out to each municipality between WPB and Miami to advise them on the anticipated dates for grade crossing construction to occur.

Vice Mayor Jablin joined the meeting at 9:12 A.M.
Commissioner James joined the meeting at 9:14 A.M.

Commissioner Materio said West Palm Beach wants to open two (2) crossings in exchange for closure of Datura St and Evernia St. Mr. Uhren replied that the MPO does not have the authority to make demands on AAF, but that the item would be scheduled for discussion at a future meeting.

Commissioner Fitzpatrick asked if the third track would be temporary or permanent. Mr. Uhren said he would inquire and provide a reply.

1.H. APPROVED: Consent Agenda Items

1. Appointment of Mr. Tomas Bolton to the Citizens Advisory Committee, nominated by Commissioner McKinlay.

2. Appointment of Mr. Myron Uman to the Citizens Advisory Committee, nominated by Commissioner James.

MOTION to approve the consent agenda. Motion by Mayor Wilson, seconded by Vice Mayor Maxwell, and carried unanimously. Commissioner Richards, Commissioner McKinlay, Commissioner Abrams, Vice Mayor Berger, Commissioner Taylor and Mayor Glickstein absent.

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

Jim Smith with Safety as Floridians Expect (SAFE) spoke regarding safe paths to schools.

Kim Glass-Castro, Land Development Director for the Village of Palm Springs spoke regarding the Village's concerns with the planned improvements at the intersection of Forest Hill Blvd and Kirk Rd which may compromise the safety of children walking to and from school. The Village supports the overall Transportation Improvement Program (TIP) but has concerns over this project.

David London spoke regarding investment in fuel alternatives and vehicle safety technology.

2. ACTION ITEMS

2.A. ADOPTED Resolution authorizing the Executive Director to execute a Joint Participation Agreement (JPA) with FDOT for grant funds and amend the FY 15-16 Unified Planning Work Program (UPWP)

The MPO was selected to participate in the Federal Highway Administration's Bicycle and Pedestrian Pilot Technology Count Program. The MPO will receive $20,000 to purchase and deploy counter technology to collect data throughout the county. The UPWP must be amended to reflect these newly added tasks.

MOTION to adopt a Resolution authorizing the Executive Director to execute a JPA with FDOT for grant funds and amend the FY 15-16 UPWP. Motion by Commissioner Burdick; seconded by Councilman Willhite and carried unanimously. Commissioner Richards, Commissioner McKinlay, Commissioner Abrams, Vice Mayor Berger, Commissioner Taylor and Mayor Glickstein absent.
2.B. **ADOPTED** Resolution authorizing the Executive Director to submit an application to the Florida Commission for the Transportation Disadvantaged (CTD) for a Planning Grant and to execute the resulting Planning Grant Agreement

Mr. Uhren explained the MPO resumed the program's administrative and planning activities last July. The MPO receives funds from the CTD for planning activities. The planning funds allocated to the Palm Beach MPO for FY 16 are not yet known.

**MOTION** to adopt Resolution authorizing the Executive Director to submit an application to the Florida Commission for the Transportation Disadvantaged (CTD) for a Planning Grant and to execute the resulting Planning Grant Agreement. Motion by Deputy Mayor Weinroth, seconded by Commissioner Materio, and carried unanimously. Commissioner Richards, Commissioner McKinlay, Commissioner Abrams, Vice Mayor Berger, Commissioner Taylor and Mayor Glickstein absent.

2.C. **ADOPTED** Resolution adopting the FY 16-20 TIP as shown in Exhibit A and authorizing the Executive Director to approve administrative amendments to the document

Mr. Uhren presented regarding the FY 16-20 TIP highlighting the timeline for the document, the Executive Summary, and project funding by category. He also noted that FDOT had transmitted a letter regarding the MPO's consideration of modifications to the TIP, stating “It is important to note that the Secretary would not be in a position to approve a TIP that is inconsistent with the STIP. Projects in the MPO area would be in jeopardy of not being implemented.”

**MOTION** to adopt Resolution adopting the FY 16-20 TIP as shown in Exhibit A and authorizing the Executive Director to approve administrative amendments to the document. Motion by Councilman Willhite, seconded by Commissioner Burdick. The motion carried with Commissioner James, Commissioner Materio both from West Palm Beach and County Commissioner Burdick in the minority due to the SR-7 extension to Northlake Blvd. Commissioner Richards, Commissioner McKinlay, Commissioner Abrams, Vice Mayor Berger, Commissioner Taylor and Mayor Glickstein absent.

2.D **ADOPTED** Resolution directing the MPO Staff in the Development and Content of the TIP

Mr. Uhren explained the Resolution seeks to outline clear expectations for project funding and implementation by category in the development of future TIPs. It also authorizes the MPO director and staff to coordinate with FDOT in the annual development of the FDOT Draft Tentative Work Program and the MPO TIP.

**MOTION** to adopt Resolution directing the MPO Staff in the Development and Content of the TIP. Motion by Councilman Hmara, seconded by Councilman Guyton, and carried unanimously. Commissioner Richards, Commissioner McKinlay, Commissioner Abrams, Vice Mayor Berger, Commissioner Taylor and Mayor Glickstein absent.
2.E. **APPROVED** Modified Process for Annual Evaluation of the Executive Director

Revisions to the evaluation process were recommended by the current evaluation committee and include removal of the compensation adjustment factor, a revised scoring system, revised text for criteria #10 and new criteria #11. The committee also recommended that the director prepare a strategic plan for the MPO in the next year which would serve as the basis for future evaluations.

**MOTION to approve Modified Process for Annual Evaluation of the Executive Director.** Motion by Mayor Wilson, seconded by Commissioner James, and carried unanimously. Commissioner Richards, Commissioner McKinlay, Commissioner Abrams, Vice Mayor Berger, Commissioner Taylor and Mayor Glickstein absent.

2.F. **APPROVED** At-Large Members to the Executive Director Evaluation Committee

Mr. Uhren explained the current evaluation committee is comprised of the MPO Chair, MPO Vice Chair, Vice Mayor Berger, Mayor Wilson and former Councilwoman Harrison. With Councilwoman Harrison's departure in May a new at-large member was needed.

**MOTION to approve At-Large Members Vice Mayor Berger, Mayor Wilson and Commissioner Materio to the Executive Director Evaluation Committee.** Motion by Councilman Willhite, seconded by Commissioner Burdick, and carried unanimously. Commissioner Richards, Commissioner McKinlay, Commissioner Abrams, Vice Mayor Berger, Commissioner Taylor and Mayor Glickstein absent.

3. INFORMATION ITEMS

3.A. **DISCUSSED:** Correspondence

Mr. Uhren referred to the letter discussed during Item 2.C from FDOT regarding the Draft FY 16-20 TIP.

4. ADMINISTRATIVE ITEMS

4.A. Member Comments

4.A.1 **Vice Mayor Kuretski** spoke regarding a recent town meeting and discussion of the All Aboard Florida project. Topics discussed were the Loxahatchee River Bridge, train speeds, safety at crossings, and provision of a sealed corridor. Jupiter would like reconstructed bridge with greater vertical clearance and improved mechanics as well as a sealed corridor that prevents pedestrians from crossing the tracks between roadway crossings.

4.A.2 **Commissioner Materio** stated the Forest Hill Blvd bus stop west of Dixie Hwy has been relocated and thanked Palm Tran for efforts.

4.A.3 **Chair Haynie** stated the bus stop on Federal Hwy in Boca Raton in front of the Historical Society has been moved further north as requested.
4.A.4 **Councilman Willhite** highlighted the Flying Cow Rd multiuse path to be constructed soon with MPO grant funds.

4.A.5 **Vice Mayor Maxwell** noted the City of Lake Worth’s request for $3.5M in state appropriations for Boutwell Rd was awaiting the Governor’s signature.

4.B. **Next Meeting – Thursday, July 16, 2015**

4.C. **Motion to Adjourn**

There being no further business, the chair declared the meeting adjourned at 10:30 A.M. Commissioner Richards, Commissioner McKinlay, Commissioner Abrams, Vice Mayor Berger, Commissioner Taylor and Mayor Glickstein absent.

________________________________
Chair/Vice Chair
**EXHIBIT A**

Palm Beach Metropolitan Planning Organization  
Attendance Record - 2014 - 2015

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*** New Appointment  
P - Member Present  
A – Absent  
ALT - Alternate Member Present  
Shaded months - No Meeting
## EXHIBIT A

### OTHERS PRESENT

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RESOLUTION MPO 2015-

RESOLUTION APPROVING TRAVEL BY ONE MPO GOVERNING BOARD
MEMBER TO ATTEND THE ANNUAL ASSOCIATION OF METROPOLITAN
PLANNING ORGANIZATIONS (AMPO) CONFERENCE; APPROVING TRAVEL BY
ONE MPO GOVERNING BOARD MEMBER TO ATTEND THE ANNUAL RAIL-
VOLUTION CONFERENCE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Association of Metropolitan Planning Organizations has elected to conduct
its annual conference on October 20-23, 2015 in Clark County, Nevada; and

WHEREAS, Rail-Volution has elected to conduct its annual conference on October 25-28,
2015 in Dallas, Texas; 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 2015 AMPO Conference and travel by one MPO Governing Board member
to attend the 2015 Rail-Volution Conference.

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 Secretary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: ____________________________
   Chief Assistant County Attorney
July 8, 2015

To: Nick Uhren

Subject: Tinu Peña - Resume

Nick,

Please find the resume of the person Royal Palm Beach selected to be on the Citizens' Advisory Committee. Let me know if you have any questions.

Rich Valuntas
SUMMARY OF QUALIFICATIONS

Ms. Peña, as the CEO/Principal is responsible for overseeing the business concern and overall affairs of the company to facilitate strategic growth, health and profitability of the firm. She brings with her experience on a multitude of engineering, development, construction and project management projects within her 9 years’ experience. Her unique education background in Architecture, Civil Engineering and Project Management brings a key focus on sustainable design that emphasize low impact design (LID) and cost effective approach to all of the projects she partakes in. These includes healthcare, roadway, municipal, recreational, commercial and industrial projects.

Ms. Peña’s astute ability enables her to interact and facilitate with government agencies in the permitting process from planning to final design, coordination with other disciplines, contractors, developers and inspectors in the field. Her performance on projects has exceeded client expectations in professional service and customer service and translates into timely and efficient management of projects schedule and budget.

PROJECT EXPERIENCE

Water Resources

Lakeside Medical Center, Belle Glades, FL
*Miller Legg, West Palm Beach Office*

This project comprises site and infrastructure development for a new hospital. Engineering services included earthwork, drainage design and pipe sizing, lake and storm water management designs & calculation, parking lot, helipad design and roadway design. Tinu served as the Assistant Project Manager and was responsible of overall design and project management. Tinu planned, designed and internally coordinated on the site development plans to include FDOT roadway connection to Hooker Highway, design & prepared the storm water management facility, and report for regulatory agency, performed site grading, pavement marking & signing, lift-station and force main design, sanitary sewer, water distribution layout, roadway widening and helipad designs. In addition, preparation and coordination on all permits on the project was performed and client relation maintained. Conducted & attended meetings on project status, and managed project budget. Permits processed for the project included FAA, SFWMD, City of Belle Glades Utilities, CSX, and Palm Beach County Health Department.

First Park South Florida – Drainage Study Basin F6, Unincorporated Palm Beach County, FL
*Rhon Ernest-Jones Consulting Engineers, Jupiter Office*

This project entailed researching existing drainage basin data, analyzing the data to development a sub-drainage basins within the main drainage basin for the site. Tinu served as the Design Engineer and was responsible for providing engineering services that included developing the design of an interconnect drainage system for the industrial park, modeling of proposed system conveyance and flood attenuation in response to future development and prepared drainage analysis report and exhibits for client.

EDUCATION

M.Sc. Project Management
Boston University
2013

BS Civil Engineering
Florida Atlantic University
2005

AA Architecture
Palm Beach State College
2002

AS Computer Science
Chaminade University
1998

CERTIFICATIONS

PMP
Cert#: 1706220

LEED AP
Cert #: 10235599

Qualified Stormwater Management Inspector
Inspector#: 21183

TRAINING

Project Management Certificate of Completion
PSMJ
Wellington Regional Medical Center - Bed-Tower Addition Project, Wellington, FL
*Miller Legg, West Palm Beach Office*
This Project comprises the site development for a 200 person bed-tower located on an existing medical campus that include improvement to the roadway system on the campus. Tinu served as the Project Engineer and was responsible for the engineering design that included site grading, drainage design and pipe sizing and stormwater management design and calculation. Tinu coordinated with other disciplines on the project during the design phase and with regulatory agencies during permitting phase; managed construction plans production on the project, attended progress meetings and maintained client relations. Permit processed for the project included SFWMD, Palm Beach County Engineering and Lake Worth Drainage District.

Wellington Regional Medical Center - Helipad Design, Wellington, FL
*Miller Legg, West Palm Beach Office*
This project entailed designing and permitting a new ground-level helipad to include parking lot and roadway connection design as well as decommissioning an existing ground-level helipad for a Hospital. Tinu served as the Project Engineer and was responsible for the design & development of the construction plans for the project, stormwater management design and calculations and coordination with client and regulatory agencies. Tinu prepared permit documents and coordinated with regulatory agencies and other disciplines. Permits processed for the project included, FAA and Florida Department of Transportation-Aviation and SFWMD.

Surface Water Treatment

Wellington Regional Medical Center - Emergency Room Expansion, Wellington, FL
*Miller Legg, West Palm Beach Office*
This project comprised site modification to drainage and parking lot design for the emergency room expansion. Tinu served as the Project Engineer and was responsible for Engineering services provided included site grading, drainage design and pipe sizing, modification to stormwater management plan and preparation of construction and phasing plans. Researched and design utilities to accommodate proposed Expansion and performed construction inspections of underground utilities; provided guidance on ACHA permitting on client's behalf. Permits process for the project included, SFWMD, Lake Worth Drainage District, Palm Beach County Engineering and Wellington Engineering Department.

Lakeside Medical Center, Belle Glades, FL
*Miller Legg, West Palm Beach Office*
This project comprises site and infrastructure development for a new hospital. Engineering services included earthwork, drainage design and pipe sizing, lake and storm water management designs & calculation, parking lot, helipad design and roadway design. Tinu served as the Assistant Project Manager and was responsible of overall design and project management. Tinu planned, designed and internally coordinated on the site development plans to include FDOT roadway connection to Hooker Highway, design & prepared the storm water management facility, and report for regulatory agency, performed site grading, pavement marking & signing, lift-station design, sanitary sewer, water distribution layout, roadway widening and helipad designs. In addition, preparation and coordination on all permits on the project was performed and client relation maintained. Conducted & attended meetings on project status, and managed project budget. Permits processed for the project included FAA, SFWMD, City of Belle Glades Utilities, CSX, and Palm Beach County Health Department.
Department of Veterans Affairs – VA Cemetery, Lake Worth, FL
*Motré Co.*

This project comprised performing stormwater management design and drainage analysis on on-site interconnected systems factoring in the proximity of an endangered species. Tinu served as the Project Engineer and was responsible for the engineering design services that included drainage and stormwater management design and calculations and preparation of construction plans for permit purpose.

**Storm Sewer**

**SR7 Roadway Connection, Wellington, FL**
*Motré Co.*

This project entailed designing a turn-lane in an existing median from a state road onto a medical campus. Tinu served as the Project Engineer and was responsible for the engineering services provided that include site grading and drainage design. Tinu coordinated with Florida Department of Transportation on traffic studies on the segment of roadway, prepared construction and roadway pavement marking & signing plans. Tinu handles the permits processed for the project that included FDOT roadway connection, Lake Worth Drainage District and SFWMD.

**Orange Boulevard Drainage Design, Acreage, FL**
*Motré Co.*

This project entailed performing drainage design and analysis of site in accordance with the recommendations provided in the Palm Beach County drainage study report. Tinu served as the Project Engineer providing services that included design of open channel drainage system, residential access design, design calculations and preparation of construction drawings.

**Waterway Boulevard, Tavares, FL**
*Motré Co.*

This project entailed developing roadway layout, drainage and designing and developing stormwater management system for the roadway that served as a means in egress and ingress for a new residential development. Tinu served as the Project Engineer designing the drainage and stormwater management systems and coordinated with the designer in developing the drainage basing maps and construction plans. Tinu performed the design calculations and prepared the report for permitting through St. Johns River Water Management District.

**First Park South Florida - Building 25, Unincorporated Palm Beach County, FL**
*Rhon Ernest-Jones Consulting Engineers, Jupiter Office*

This project entailed developing site development plans for a new industrial park. Tinu serve as the Design Engineer and was responsible for engineering and site planning services that included preparation of construction plan to include stormwater management design and report, site grading and drainage design and pipe sizing, sanitary sewer and water distribution systems for an office/warehouse building. Tinu was responsible for maintaining Client relations and handled platting of the properties on development. Tinu coordinated with regulatory agencies, contractor and client and processed the permits for the project that included SFWMD, North Palm Beach Drainage District, Palm Beach County Platting Department, and Palm Beach.
Water Distribution, Sewer Collecting System and Force Main

Wellington Regional Medical Center – Lift Station & Force Main Relocation, Wellington, FL

*Miller Legg, West Palm Beach Office*

This project entailed developing designs, calculations and permitting for the relocation of a lift station and force main for a Hospital. Tinu Serve as the Project Engineer and was responsible for the force main layout & permitting of the project. Tinu coordinated with design staff on plan production, review and compilation for permitting purpose.

Lakeside Medical Center, Belle Glades, FL

*Miller Legg, West Palm Beach Office*

This project comprises site and infrastructure development for a new hospital. Engineering services included earthwork, drainage design and pipe sizing, lake and storm water management designs & calculation, parking lot, helipad design and roadway design. Tinu served as the Assistant Project Manager and was responsible of overall design and project management. Tinu planned, designed and internally coordinated on the site development plans to include FDOT roadway connection to Hooker Highway, design & prepared the storm water management facility, and report for regulatory agency, performed site grading, pavement marking & signing, lift-station and force main design, sanitary sewer, water distribution layout, roadway widening and helipad designs. In addition, preparation and coordination on all permits on the project was performed and client relation maintained. Conducted & attended meetings on project status, and managed project budget. Permits processed for the project included FAA, SFWMD, City of Belle Glades Utilities, CSX, and Palm Beach County Health Department.

McChesney Park – Grinder Station Design Calculations, Port. St. Lucie, FL

*Miller Legg, West Palm Beach Office*

This project entailed developing design calculations for a Park's grinder station and force main. Tinu served as the Project Engineer in developing the system layout and calculations for the City of Port. Lucie Parks & Recreations and West Services District.

First Park South Florida - Building 25, Unincorporated Palm Beach County, FL

*Rhon Ernest-Jones Consulting Engineers, Jupiter Office*

This project entailed developing site development plans for a new industrial park. Tinu serve as the Design Engineer and was responsible for engineering and site planning services that included preparation of construction plan to include stormwater management design and report, site grading and drainage design and pipe sizing, sanitary sewer and water distribution systems for an office/ warehouse building. Tinu was responsible for maintaining Client relations and handled platting of the properties on development. Tinu coordinated with regulatory agencies, contractor and client and processed the permits for the project that included SFWMD, North Palm Beach Drainage District, Palm Beach County Platting Department, and Palm Beach

Community Park

Patch Reef Park, Greater Boca Raton Beach & Park District, FL

*Motré, Co. LLC Royal Palm Beach Office*

This project consists of the planning and developing conceptual designs for the renovation of a 55 acre community park. The work entailed performing site assessments, preparation of research and analysis findings report, development of conceptual plan and providing probable construction cost estimate. Serving as the Project Manager, she is handling contract negotiation, team assembly, preparation of project management plan and schedule and coordination and development final research and analysis report for client. Conceptual
design development of Master plan and coordinate with client, sub-consultants and regulatory agencies.

**Florida Power & Light Company, Land Planning & Civil Engineering Services, Juno Beach, FL**

*IBI Group, West Palm Beach Office*

This project comprised preparing preliminary adaptations to master plan for campus-wide parking based on visual site survey and conduct feasibility study on the modifications to on-site preserve and conservation areas. Tinu served as the Design Engineer and was responsible for the engineering & planning Services that included, visual site survey, modification to master plan to address campus-wide parking provision, site grading, drainage design and stormwater management design and calculations. Tinu was responsible for processing permits with the following agencies Town of Juno Beach and SFWMD.

**Jessica Clinton Park, Park Design - Port St. Lucie, FL**

*Miller Legg, West Palm Beach Office*

This project entailed developing construction plans for a new recreational facility. Engineering services provided included site grading, drainage and stormwater management design and calculations, compliance with ADA requirements, research historical records on project site and preparation of construction plans including ball field layout, concession and lift-station design. Coordinated with internal staff on project requirements and regulatory agencies. Permits processed and obtained, Port St. Lucie Building & Engineering Departments, SFWMD, NPDES, Water-use and Dewatering.

**Neighborhood Improvements**

**The Landings at Lake Harris, Tavares, FL**

*Miller Legg, West Palm Beach Office*

This project compromised the redesign of an existing roadway to meet the residential development traffic projections and drainage. Tinu served as the Project Engineer and was responsible for the engineering services provided that include drainage design and stormwater management design for a land-locked system, research design requirements for water quality in proximity to a land-field, and preparation of construction roadway plans. Tinu coordinated with the client and City agencies during the planning phase, maintained project budget and managed the roadway plans production.

**Imperial Woods Home Owner Association, Municipal Service Taxing Unit  Feasibility Study, Jupiter, FL**

*Rhon Ernest-Jones Consulting Engineers, Jupiter Office*

This project entailed performing a feasibility study for the turnover of a private drainage system to Palm Beach County. Tinu served as the Project Engineer providing services that included site evaluation and research of requirements and criteria for MSTU program; prepared report and facilitated clients during process. Coordinated with staff in acquiring as-built plans of the subdivision, and confirmed requirements and with client and Palm Beach County.

**Civil Engineering**

**I595 Roadway Improvements, Project, Davie, FL**

*I595 Express LLC, Davie Office*

This project entailed forecasting & planning, monitoring & controlling construction aspects which covered five construction segments covering 10.6 miles of roadway, bridges, ramps and interchanges. Tinu serves as the Engineering Support for the Concessionaire. Tinu provided project management services that included EPC milestone verification and
processing, schedule, variance & risk analysis, traffic control plans analysis & monitoring, review and planning to meet project milestones, report development for stakeholders and review of contract as applicable to phase of project. Tinu coordinated with internal and external construction and project managers on construction progress and identified risks associated with the project. Tinu was responsible for evaluating project progress against contractor's schedule, coordinate with FDOT on assets and design matters and lead the design team on issues coordination with appropriate personnel to develop design clarification. As well as attending ad hoc meeting and coordinate with agencies on behalf of the concessionaire.

**Palm Beach County, Okeeheelee Park – Parking Lot Design, West Palm Beach, FL**  
*Miller Legg, West Palm Beach Office*

This project entailed the addition of parking spaces to an existing building facility and ball fields. Engineering services provided by Tinu included site grading, drainage and stormwater management design and calculations, compliance with ADA requirements. Prepared construction plans to include site grading, stormwater management & drainage design, signing and pavement markings. Coordinated with internal staff on project requirements and regulatory agencies. Permits processed included SFWMD and Palm Beach County.

**Palm Beach County, Lake Lytal Park – Recreation Facility Design, West Palm Beach, FL**  
*Miller Legg, West Palm Beach Office*

This project comprised the preparation of preliminary design plans for improvements and addition of concession stand, baseball and softball fields. Engineering services provided by Tinu included baseball/softball field layout, site grading & drainage design for the addition of a facility building, design of pedestrian trail and improvement to drop-off zone.
May 19, 2015

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

SUBJECT: Palm Beach Metropolitan Planning Organization (MPO)
Metropolitan Transportation Planning Process
2015 Modified Joint State/MPO Certification Review Package

Dear Mayor Haynie:

Enclosed is the 2015 Standard Joint State/MPO Certification Review Package for the Palm Beach MPO including the joint certification statement to be executed by the MPO and the District Four Secretary. In addition, the package includes the 2015 Assurances and Agreements to be executed by the MPO.

Thank you for your MPO’s continued participation in the district-wide MPO-FDOT partnership. The Palm Beach MPO should be commended for their January 2015 rolling retreat that took place in lieu of a monthly board meeting. This creative approach allowed MPO Board members, staff, media and members of the public to experience multiple forms of transit while viewing local transportation projects.

The District looks forward to working with the MPO on implementation of the recommendations in this report to further enhance the transportation planning process in the coming year. Please contact Lisa Maack, MPO Liaison by email: lisa.maack@dot.state.fl.us or phone: 954-717-2253 if you have any questions.

Sincerely,

[Signature]
Steven C. Braun, P.E.
District Planning & Environmental Engineer
District Four

cc: Nick Uhren, Executive Director, Palm Beach MPO
Stacy Miller, Director of Transportation Development, FDOT District Four
Sean Santalla, MPO Statewide Coordinator, FDOT Central Office
JOINT CERTIFICATION STATEMENT ON THE METROPOLITAN TRANSPORTATION PLANNING PROCESS

Pursuant to the requirements of 23 U.S.C. 134 (k)(5), 23 CFR 450.334(a), the Department and the MPO have performed a review of the certification status of the metropolitan transportation planning process for the Palm Beach MPO with respect to the requirements of:

2. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 C.F.R. Part 21
3. 49 U.S.C. 5332 prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
4. Section 1101(b) of MAP-21 and 49 C.F.R. Part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
5. 23 C.F.R. Part 230 regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
6. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and the regulations found in 49 C.F.R. Parts 27, 37, and 38;
7. The Older Americans Act, as amended (42 U.S.C. 6101) prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
8. Section 324 of 23 U.S.C. regarding the prohibition of discrimination on the basis of gender; and

Included in this certification package is a summary of noteworthy achievements by the MPO, attachments associated with these achievements, and (if applicable) a list of any recommendations and/or corrective actions. The contents of this Joint Certification Package have been reviewed by the MPO and accurately reflect the results of the joint certification review meeting held on December 9, 2014.

Based on a joint review and evaluation, the Florida Department of Transportation and the Palm Beach MPO recommend that the Metropolitan Planning Process for the Palm Beach MPO be Certified.

__________________________  __________________________
District Secretary (or designee)  Date

__________________________  __________________________
MPO Chairman (or designee)  Date
Miami Urbanized Area (UZA)/Transportation Management Area (TMA)
2015 Modified Joint State/MPO Certification Review

Palm Beach Metropolitan Planning Organization (MPO)
Findings, Recommendations and Noteworthy Practices Report

The Florida Department of Transportation (FDOT) District Four conducted a Modified Joint State/MPO State Certification Review of the Palm Beach MPO. The Modified Joint State/MPO Review includes the comprehensive list of 2015 Federal questions and MPO responses prepared in advance of the May, 2015 Federal Certification Review and the MPO’s implemented recommendations from the 2014 State Modified Certification Review.

This report assesses the written and verbal answers to the questions presented to the MPO staff by FDOT in February 2015 using the automated certification system. The questions were asked based on information from the December 2014 Best Practices Meeting, the 2014 Modified Joint State/MPO Certification process, coordination with MPO staff and attendance at MPO Board and committee meetings. Areas that are not commented on in this report have met, or exceeded, requirements.

Summary of Key Activities to Support Planning Process

The MPO has successfully completed the annual coordination and reporting efforts on schedule as follows:

✓ Signed 2014 Certification Package
✓ Signed 2014 Disadvantaged Business Enterprise (DBE) Verification
✓ Adopted 14/15 Transportation Improvement Program (TIP)
✓ Held informal unfunded priorities meeting in 2014 with FDOT and stakeholders
✓ Transmitted official list of unfunded priorities
✓ Adopted 2015/2016 to 2019/2020 FDOT Tentative Work Program
✓ Held Modified Certification Review meeting with FDOT on December 9, 2014
✓ Responded to Certification Review Questions/Issues
✓ Adopted the Fiscal Year (FY) 2014/2015-2015/2016 Unified Planning Work Program (UPWP)
✓ Developed and adopted 2040 Long Range Transportation Plan (LRTP)
Progress on Implementation of 2014 State Recommendations

1. **TIP/STIP Amendments**: Staff should continue to take an active role in partnering with FDOT and Federal Highway Administration (FHWA) in all aspects to improve the TIP/State Transportation Improvement Program (STIP) process.

   **MPO Comment**: FDOT should consider creating the STIP from the MPO adopted TIP to minimize the number of amendments required. In the interim, MPO staff continues to dialog with FHWA and FDOT regarding process improvements to promote public awareness of amendments and ensure fiscal constraint.

   **SATISFIED AND ONGOING**

2. **2040 LRTP**:
   a. The MPO should ensure that the upcoming 2040 LRTP meets the requirements outlined in the 2012 FHWA Expectations Letter
   b. The upcoming 2040 LRTP should provide more information and technical back up for the method used to derive project costs and associated breakdowns.

   **MPO Comment**: The 2040 LRTP satisfies all of the requirements outlined in the 2012 FHWA Expectations letter. Further, the 2040 LRTP provides detailed cost information for all projects, breaking down each project into its component phases and developing realistic estimates in consultation with the agency expected to be responsible for project implementation.

   **SATISFIED**

3. **Interactive TIP**: Continue to evaluate the usefulness of the current Interactive TIP, as it will be an agenda item at the annual “Best Practices” meeting.

   **MPO Comment**: The Palm Beach MPO, together with the Broward MPO, has identified a path forward for mapping enhancements to the Interactive TIP. The more robust mapping interface along with the more useful project data will hopefully be provided in a single click format to the end user.

   **SATISFIED AND ONGOING**

4. **2015 Federal Certification**: In preparation for the MPO’s upcoming quadrennial Federal Certification process, the MPO should continue their efforts to review and evaluate the public involvement process through the assessment and evaluation of current and new techniques and activities. The Federal Review Team is focused on and will continue to look for improvements of the MPO’s Public Involvement Plan (PIP) and public involvement strategies. The District recommends the MPO feature a Best Practice for Measures of Effectiveness in its PIP for the upcoming federal certification review.

   **MPO Comment**: The effectiveness of the public involvement process is evaluated on an ongoing basis by measuring and comparing accomplishments and implemented strategies to the chart of “Public Outreach Strategies, Plans, Objectives and Goals” found within the PIP. Many of those strategies, plus some new initiatives, were utilized throughout the development of the 2040 LRTP. The result was an extreme increase of public awareness of the Palm Beach MPO and public involvement in the planning process as compared to previous LRTP updates.

   **SATISFIED AND UNDERWAY**
5. **2040 Regional LRTP**: Continue to work with the Southeast Florida Transportation Council (SEFTC) MPOs to develop a 2040 Regional Long Range Transportation Plan (RLRTP) that includes regional priorities.

**MPO Comment**: MPO staff collaborate regionally in both the development of regional project priorities for the 2040 RLRTP and also annually for development of Transportation Regional Incentive Program (TRIP) project priorities.

**SATISFIED AND ONGOING**

**2015 FDOT Recommendations**


2. **UPWP**: Track and expend PL and Federal Transit Administration (FTA) 5305(d) funds consistent with the UPWP budget, tasks and timeframe.

3. **Public Outreach**: Continue to find creative and innovative ways to educate and involve the public.

4. **Performance Measures**: The MPO should continue its collaborative efforts with the Department, transit operators and other stakeholders as appropriate for a coordinated approach to performance measurement and selection of targets to ensure consistency to the extent practicable.

5. **Local Initiatives**: Continue to work with your local agency partners in implementing the new funding program to expedite the implementation of non-regionally significant mobility projects.

6. **Transit Fare Interoperability**: Work with the tri-county partners in implementation of an interoperable fare card.

7. **Southeast Florida Transportation Council (SEFTC)**: Continue to utilize SEFTC as the mechanism for formalized regional coordination processes.

8. **Florida Transportation Plan (FTP) and Strategic Intermodal System (SIS) Policy Plan Updates**: Continue to assist the Department in their outreach efforts in obtaining input to the plans, utilizing the MPO’s outreach network.
2014 Noteworthy Practices

The following highlights provided by the Palm Beach MPO Summarize the premier and noteworthy practices.

1. In October 2014, the MPO Board adopted the 2040 LRTP which included the Local Initiatives Program. This annual competitive funding program will allow local governments to identify transportation projects that will provide the greatest community benefit, consistent with the goals and objectives of the LRTP. It also gives the MPO Board increased funding discretion to advance projects of local concern.

2. In January 2015, the MPO Board conducted a rolling retreat to allow MPO Board members, staff, media and members of the public to experience multiple forms of transit and transportation while viewing MPO-funded projects that have been implemented or are under construction. Steps were taken to comply with Florida’s Sunshine Laws, including an option for members of the public to remotely view the tour from the MPO office. Several members of the public participated including two physically challenged individuals who praised the experience which is likely to become an annual event.

3. Close to 600 responses were received to a local and regional transportation survey conducted as part of the 2040 LRTP update. Questions allowed respondents to provide feedback on conditions that may inspire them to increase use of transit, bicycles or walking as transportation options; to provide feedback on specific locations or areas of concern, transportation system funding priorities; and conceptual funding sources for the maintenance and enhancement of the system. Surveys were conducted online and in print including a Spanish translation.

4. Large quantities of custom imprinted bags were produced and distributed at the South Florida Fair and other special events where bags are a popular item. The bags promoted the transportation survey, Florida Bike Month, and general awareness of the role and function of the MPO. The bags were stuffed with flyers to promote the LRTP and an understanding of the MPO. The bags were also distributed at events where the MPO otherwise did not have a presence and through nonprofit thrift stores to shoppers.

5. The Palm Beach MPO has established a social media presence with growing audiences on Facebook and Twitter. It allows for effective and immediate promotion to a more social audience of the activities of the MPO and its supporters, and allows to MPO to engage with stakeholder groups, agencies, and media.
TITLE VI/ NONDISCRIMINATION ASSURANCE

Pursuant to Section 9 of US DOT Order 1050.2A, the Palm Beach MPO assures the Florida Department of Transportation (FDOT) that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

The Palm Beach MPO further assures FDOT that it will undertake the following with respect to its programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the Recipient's Chief Executive Officer.
2. Issue a policy statement signed by the Chief Executive Officer, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Recipient’s organization and to the general public. Such information shall be published where appropriate in languages other than English.
3. Insert the clauses of Appendices A and E of this agreement in every contract subject to the Acts and the Regulations
4. Develop a complaint process and attempt to resolve complaints of discrimination against sub-recipients. Complaints against the Recipient shall immediately be forwarded to the FDOT District Title VI Coordinator.
5. Participate in training offered on Title VI and other nondiscrimination requirements.
6. If reviewed by FDOT or USDOT, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days.
7. Have a process to collect racial and ethnic data on persons impacted by your agency's programs.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the Recipient.

Dated 7/16/2015

by ____________________________
Susan Haynie, Chief Executive Officer
APPENDICES A and E

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1.) Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2.) Nondiscrimination: The Contractor, with regard to the work performed during the contract, 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. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3.) Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, 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 Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4.) Information and Reports: The Contractor 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, the Federal Highway Administration, Federal Transit Administration, 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 a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the 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.

(5.) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, 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:

   a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
   b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the
Florida Department of Transportation, the 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 a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor 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 Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

It is the policy of the Palm Beach MPO that disadvantaged businesses, as defined by 49 Code of Federal Regulations, Part 26, shall have an opportunity to participate in the performance of MPO contracts in a nondiscriminatory environment. The objectives of the Disadvantaged Business Enterprise Program are to ensure non-discrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help remove barriers to participation, create a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility, and ensure narrow tailoring of the program.

The Palm Beach MPO and its consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform the contract work of the Palm Beach MPO in a non-discriminatory environment.

The Palm Beach MPO shall require its consultants to not discriminate on the basis of race, color, national origin and sex in the award and performance of its contracts. This policy covers in part the applicable federal regulations and the applicable statutory references contained therein for the Disadvantaged Business Enterprise Program Plan, Chapters 337 and 339, Florida Statutes, and Rule Chapter 14-78, Florida Administrative Code.

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<th>Palm Beach MPO</th>
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<td>Chairperson</td>
<td>Name of MPO</td>
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LOBBYING CERTIFICATION for GRANTS, LOANS 
and COOPERATIVE AGREEMENTS

In accordance with Section 1352 of Title 31, United States Code, it is the policy of the Palm Beach MPO that:

(1) No Federal or state appropriated funds have been paid or will be paid by or on behalf of the Palm Beach MPO to any person for influencing or attempting to influence an officer or employee of any Federal or state agency, or a member of Congress or the state legislature in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The Palm Beach MPO shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts and subcontracts under grants, subgrants, loans, and cooperative agreement), which exceeds $100,000, and that all such subrecipients shall certify and disclose accordingly.

(4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

Chairperson

Name of MPO

Date

Palm Beach MPO

7/16/2015
DEBARMENT and SUSPENSION CERTIFICATION

As required by the USDOT regulation on Government wide Debarment and Suspension at 49 CFR 29.510

(1) The Palm Beach MPO hereby certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in paragraph (b) of this certification; and

(d) Have not, within a three-year period preceding this certification, had one or more public transactions (federal, state or local) terminated for cause or default.

(2) The Palm Beach MPO also hereby certifies that if, later, it becomes aware of any information contradicting the statements of paragraphs (a) through (d) above, it will promptly provide that information to the U.S.D.O.T.

MPO Chairperson ________________________________ 7/16/2015 Date
FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED PLANNING GRANT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of ________, 2015 by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission and Palm Beach Metropolitan Planning Organization, 2300 North Jog Road, 4th Floor, West Palm Beach, Florida 33411-2749, hereinafter called the Grantee.

WITNESSETH:

WHEREAS, the Grantee has the authority to enter into this Agreement and to undertake the Project hereinafter described, and the Commission has been granted the authority to carry out responsibilities of the Commission which includes the function of the Designated Official Planning Agency and other responsibilities identified in Chapter 427, Florida Statutes or rules thereof;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to:

Provide financial assistance to accomplish the duties and responsibilities of the Official Planning Agency as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Fiscal Year 2015-16 Program Manual for Transportation Disadvantaged Planning Related Services; and as further described in this Agreement and in Exhibit(s) A, B, C, D attached hereto and by this reference made a part hereof, hereinafter called the Project; and, for the Commission to provide financial assistance to the Grantee and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

2.00 Accomplishment of the Project:

2.10 General Requirements: The Grantee shall commence, and complete the Project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Grantee to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Grantee will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.
2.30 Funds of the Agency: The Grantee will use its best efforts to enable the Grantee to provide the necessary funds for the completion of the Project.

2.40 Submission of Proceedings, Contracts and Other Documents and Products: The Grantee shall submit to the Commission such data, reports, records, contracts, certifications and other financial and operational documents or products relating to the Project as the Commission may require as provided by law, rule or under this agreement. Failure by the Grantee to provide such documents, or provide documents or products required by previous agreements between the Commission and the Grantee, may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

2.50 Incorporation by Reference: The Grantee and Commission agree that by entering into this Agreement, the parties explicitly incorporate by reference into this Agreement the applicable law and provisions of Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the Fiscal Year 2015-16 Planning Grant Program Manual.

3.00 Total Project Cost: The total estimated cost of the Project is $48,128.00. This amount is based upon the budget summarized in Exhibit "B" and by this reference made a part hereof. The Grantee agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved, including any deficits revealed by an audit performed in accordance with Article 11.00 hereof after completion of the project.

4.00 Commission Participation: The Commission agrees to maximum participation, including contingencies, in the Project in the amount of $48,128.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total actual project cost shown in Exhibit "B", whichever is less.

4.10 Eligible Costs: Planning Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to undertake planning activities.

4.20 Eligible Project Expenditures: Project expenditures eligible for State participation will be allowed only from the date of this Agreement. It is understood that State participation in eligible project costs is subject to:

a) The understanding that disbursement of funds will be made in accordance with the Commission's cash forecast;
b) Availability of funds as stated in Article 17.00 of this Agreement;
c) Commission approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available; and
d) Submission of all certifications, invoices, detailed supporting documents or other obligating documents and all other terms of this agreement.

4.30 Front End Funding: Front end funding is not applicable.

5.00 Retainage: Retainage is not applicable.
6.00 Project Budget and Disbursement Schedule:

6.10 The Project Budget: The Grantee shall maintain the Commission approved Project Budget, as set forth in Exhibit "B", carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved budget for the Project. The budget may be revised periodically, but no budget revision shall be effective unless it complies with fund participation requirements established in Article 4.00 of this Agreement and is approved in writing by the Commission. Any budget revision which changes the fund participation requirements established in Article 4.00 of this agreement shall not be effective unless approved in writing by the Commission and the Florida Department of Transportation Comptroller.

6.20 Schedule of Disbursements: The Grantee shall abide by the Commission approved disbursements schedule, contained in Exhibit "B". This schedule shall show disbursement of Commission funds for the entire term of the Project by month or quarter of the fiscal year in accordance with Commission fiscal policy. The schedule may be divided by Project phase where such division is determined to be appropriate by the Commission. Any deviation from the approved schedule in Exhibit "B" requires advance submission of a supplemental schedule by the agency and advance approval by the Commission. Reimbursement for the Commission's share of the project shall not be made for an amount greater than the cumulative total up to any given month as indicated in the disbursement schedule in Exhibit "B".

7.00 Accounting Records, Audits and Insurance:

7.10 Establishment and Maintenance of Accounting Records: The Grantee shall establish for the Project, in conformity with the latest current uniform requirements established by the Commission to facilitate the administration of the financing program, either separate accounts to be maintained within its existing accounting system, or establish independent accounts. Such financing accounts are referred to herein collectively as the "Project Account". The Project Account, and detailed documentation supporting the Project Account, must be made available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

7.20 Funds Received Or Made Available for The Project: The Grantee shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Commission pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project, which Commission payments and other funds are herein collectively referred to as "Project Funds". The Grantee shall require depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of
Project funds by the Commission, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State law for the security of public funds, or as approved by the Commission.

7.30 Costs Incurred for the Project: The Grantee shall charge to the Project Account all eligible costs of the Project. Costs in excess of the latest approved budget, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, or attributable to actions which have not met the other requirements of this Agreement, shall not be considered eligible costs.

7.40 Documentation of Project Costs and Claims for Reimbursement: All costs charged to the Project shall be supported by detailed supporting documentation evidencing in proper detail the nature and propriety of the charges.

The Grantee shall provide sufficient detailed documentation for each cost or claim for reimbursement to allow an audit trail to ensure that the tasks accomplished or deliverables completed in acceptable form to the Commission were those which were promised. The documentation must be sufficiently detailed to comply with the laws and policies of the Department of Financial Services.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, within the Grantees existing accounting system, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audits:

1. The administration of resources awarded through the Commission to the Grantee by this Agreement may be subject to audits and/or monitoring by the Commission and the Department of Transportation (Department). The following requirements do not limit the authority of the Commission or the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Grantee shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Grantee's use of state financial assistance may include but not be limited to on-site visits by Commission and/or Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Commission by this Agreement. By entering into this Agreement, the Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the
Commission and/or the Department. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Commission, the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Grantee a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Commission through this Agreement is subject to the following requirements:

i. In the event the Grantee meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit C to this Agreement indicates state financial assistance awarded through the Commission by this Agreement needed by the Grantee to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Grantee must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Grantee's audit period for each applicable audit year. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Grantee's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than State entities).
iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

   Florida Department of Transportation  
   Office of Comptroller, MS 24  
   605 Suwannee Street  
   Tallahassee, FL 32399-0405  
   Email: FDOTSingleAudit@dot.state.fl.us

   And

   State of Florida Auditor General  
   Local Government Audits/342  
   111 West Madison Street, Room 401  
   Tallahassee, FL 32399-1450  
   Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Grantee, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Grantee’s financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Commission by this Agreement. If the Grantee fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Commission and/or the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Grantee shall permit the Commission, the Department, or its designee, DFS or the Auditor General access to the Grantee’s records including financial statements, the independent auditor’s working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Grantee shall retain sufficient records demonstrating its compliance with the
terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Commission, the Department, or its designee, DFS or the Auditor General access to such records upon request. The Grantee shall ensure that the audit working papers are made available to the Commission, the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Commission and/or the Department.

8.00 Requisitions and Payments:

8.10 Preliminary Action by the Grantee: In order to obtain any Commission funds, the Grantee shall:

8.11 File with the Commission for the Transportation Disadvantaged, 605 Suwannee Street, Mail Station 49, Tallahassee, Florida, 32399-0450 its requisition on form or forms prescribed by the Commission, and such other data pertaining to the Project Account and the Project (as listed in Exhibit "C" hereof) as the Commission may require, to justify and support the payment requisitions, invoices, and vouchers, as specified in the Commission's Grant Agreement/Contract Invoicing Procedures.

8.12 Grantee certifies, under penalty of perjury, that the Agency will comply with the provisions of the Agreement and that all invoices and support documentation will be true and correct.

8.20 The Commission's Obligations: Subject to other provisions hereof, the Commission will honor such requisitions in amounts and at times deemed by the Commission to be proper and in accordance with this agreement to ensure the completion of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Commission may give written notice to the Grantee that it will refuse to make a payment to the Grantee on the Project Account if:

8.21 Misrepresentation: The Grantee has made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, with respect to any document of data or certification furnished therewith or pursuant hereto;

8.22 Litigation: There is pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;

8.23 Required Submittals/Certifications: The Grantee has failed or refused to provide to the Commission detailed documentation of requisitions or certifications of actions taken;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions, prohibited interests, or lobbying restrictions, contained herein;

8.25 Default: The Grantee has been determined by the Commission to be in default under any of the provisions of this or any other Agreement which the Grantee has with the Commission; or
8.26 Supplanting of Funds: The Grantee has used Transportation Disadvantaged Trust Funds to replace or supplant available and appropriate funds for the same purposes, in violation of Chapter 427, Florida Statutes.

8.30 Disallowed Costs: In determining the amount of the Grantee’s payment, the Commission will exclude all costs incurred by the Grantee prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the Project, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, and costs attributable to goods, equipment or services received under a contract or other arrangements which have not been approved in writing by the Commission or certified by the Grantee, pursuant to Exhibit "C".

8.40 Invoices for Goods or Services: Invoices for goods or services or expenses provided or incurred pursuant to this Agreement shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Failure to submit to the Commission detailed supporting documentation with the invoice or request for project funds will be cause for the Commission to refuse to pay the amount claimed by the Grantee until the Commission is satisfied that the criteria set out in Chapters 287 and 427, Florida Statutes, Rules 3A-24, 41-2, and 60A-1 Florida Administrative Code, and the Program Manual for Planning Related Services is met. The Commission shall pay the Grantee for the satisfactory performance of each task as outlined in Exhibit “A.”

8.60 Commission Claims: If, after project completion, any claim is made by the Commission resulting from an audit or for work or services performed pursuant to this agreement, the Commission may offset such amount from payments due for work or services done under any grant agreement which it has with the Grantee owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Commission. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Commission.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in Section 8.20 hereof, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible, or illegal, the Commission may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commission may terminate any or all of its obligations under this Agreement.
9.20 **Action Subsequent to Notice of Termination or Suspension.** Upon receipt of any final termination or suspension notice under this Section, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and (3) remit to the Commission such portion of the financing and any advance payment previously received as is determined by the Commission to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Commission or upon the basis of terms and conditions imposed by the Commission upon the failure of the Grantee to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the Grantee shall not constitute a waiver of any claim which the Commission may otherwise have arising out of this Agreement.

9.30 **Public Access to Records:** The Commission reserves the right to unilaterally cancel this agreement for refusal by the agency or its contractors to allow public access to all documents, papers, letters, records, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this agreement.

10.00 **Remission of Project Account Upon Completion of Project:** Upon completion and after financial audit of the Project, and after payment, provision for payment, or reimbursement of all Project costs payable from the Project Account is made, the Grantee shall remit to the Commission its share of any unexpended balance in the Project Account.

11.00 **Audit and Inspection:** The Grantee shall permit, and shall require its contractors to permit, the Commission's authorized representatives to inspect all work, materials, deliverables, records; and to audit the books, records and accounts pertaining to the financing and development of the Project at all reasonable times including upon completion of the Project, and without notice.

12.00 **Contracts of the Grantee:**

12.10 **Third Party Agreements:** The Grantee shall not execute any contract or obligate itself in any manner requiring the disbursement of Transportation Disadvantaged Trust Fund moneys, including contracts or amendments thereto, with any third party with respect to the Project without being able to provide a written certification by the Grantee that the contract or obligation was executed in accordance with the competitive procurement requirements of Chapter 287, Florida Statutes, Chapter 427, Florida Statutes, and the rules promulgated by the Department of Management Services. Failure to provide such certification, upon the Commission's request, shall be sufficient cause for nonpayment by the Commission as provided in Paragraph 8.23. The Grantee agrees, that by entering into this Agreement, it explicitly certifies that all of its third party contacts will be executed in compliance with this section.
12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Commission in a project with the Grantee, where said project involves a consultant contract for any services, is contingent on the Agency complying in full with provisions of section 287.055, Florida Statutes, Consultants Competitive Negotiation Act. The Grantee shall certify compliance with this law to the Commission for each consultant contract it enters.

12.30 Competitive Procurement: Procurement of all services or other commodities shall comply with the provisions of section 287.057, Florida Statutes. Upon the Commission's request, the Grantee shall certify compliance with this law.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of any Project, the Grantee shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, disability, creed, color, sex, or national origin. 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. The Grantee shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Grantee shall post, in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: The Grantee will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statute 252), the Regulations of the Federal Department of Transportation, the Regulations of the Federal Department of Justice, and the assurance by the Agency pursuant thereto.

13.30 Prohibited Interests:

13.31 Contracts or Purchases: Unless authorized in writing by the Commission, no officer of the Grantee, or employee acting in his or her official capacity as a purchasing agent, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for the Grantee from any business entity of which the officer or employee or the officer's or employee's business associate or spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.
13.32 Business Conflicts: Unless authorized in writing by the Commission, it is unlawful for an officer or employee of the Grantee, or for any company, corporation, or firm in which an officer or employee of the Grantee has a financial interest, to bid on, enter into, or be personally interested in the purchase or the furnishing of any materials, services or supplies to be used in the work of this agreement or in the performance of any other work for which the Grantee is responsible.

13.33 Solicitations: No officer or employee of the Grantee shall directly or indirectly solicit or accept funds from any person who has, maintains, or seeks business relations with the Grantee.

13.34 Former Employees - Contractual Services: Unless authorized in writing by the Commission, no employee of the Grantee shall, within 1 year after retirement or termination, have or hold any employment or contractual relationship with any business entity in connection with any contract for contractual services which was within his or her responsibility while an employee.

13.35 Former Employees - Consulting Services: The sum of money paid to a former employee of the Grantee during the first year after the cessation of his or her responsibilities, by the Grantee, for contractual services provided to the Grantee, shall not exceed the annual salary received on the date of cessation of his or her responsibilities. The provisions of this section may be waived by the Grantee for a particular contract if the Grantee determines, and the Commission approves, that such waiver will result in significant time or cost savings for the Grantee and the project.

The Grantee shall insert in all contracts entered into in connection with this Agreement and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the Grantee during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this section shall not be applicable to any agreement between the Grantee and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

13.40 Non-discrimination of Persons With Disabilities: The Grantee and any of its contractors or their sub-contractors shall not discriminate against anyone on the basis of a handicap or disability (physical, mental or emotional impairment). The Grantee agrees that no funds shall be used to rent, lease or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities. The Grantee shall also assure compliance with The Americans with Disabilities Act, as it may be amended from time to time.
13.50 Lobbying Prohibition: No Grantee may use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. No Grantee may employ any person or organization with funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The “purpose of lobbying” includes, but is not limited to, salaries, travel expenses and per diem, the cost for publication and distribution of each publication used in lobbying; other printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues. The provisions of this paragraph supplement the provisions of section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.

13.60 Public Entity Crimes: No Grantee shall accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to section 287.133, Florida Statutes. The Grantee may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Grantee. If the Grantee was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Grantee may also not accept any bid from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person’s name appears on the convicted vendor list.

13.70 Homeland Security: Grantee shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all new persons employed by the grantee during the term of the grant agreement to perform employment duties within Florida; and
2. all new persons, including subcontractors, assigned by the grantee to perform work pursuant to the contract with the Commission.

The Commission shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

Refer to the U.S. Department of Homeland Security’s website at www.dhs.gov to learn more about E-Verify.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: Not applicable.

14.20 Commission Not Obligated to Third Parties: The Commission shall not be obligated or liable hereunder to any party other than the Grantee.
14.30 When Rights and Remedies Not Waived: In no event shall the making by the Commission of any payment to the Grantee constitute or be construed as a waiver by the Commission of any breach of covenant or any default which may then exist, on the part of the Grantee, and the making of such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission for such breach or default.

14.40 How Contract Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the provision shall be severable and the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus and Commissions: By execution of the Agreement the Grantee represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Grantee to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Grantee will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Agency to the end that the Grantee may proceed as soon as possible with the Project.

15.00 Plans and Specifications: Not applicable.

16.00 Contractual Indemnity: To the extent permitted by law, the Grantee shall indemnify, defend, save, and hold harmless the Commission and all their officers, agents or employees from all suits, actions, claims, demands, and liability of any nature whatsoever arising out of, because of, or due to breach of the agreement by the Planning Agency or its subcontractors, agents or employees or due to any negligent act, or occurrence of omission or commission of the Grantee, its subcontractors, agents or employees. Neither the Grantee nor any of its agents will be liable under this article for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Commission or any of their officers, agents or employees. The parties agree that this clause shall not waive the benefits or provisions of section 768.28 Florida Statutes, or any similar provision of law. Notwithstanding the foregoing, pursuant to section 768.28, Florida Statutes, no agency or subdivision of the state shall be required to indemnify, insure, or assume any liability for the Commission's or any subcontractor’s or other entity’s negligence.
17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. If applicable, Grantee's performance of its obligations under this Agreement is subject to an appropriation by the Grantee’s Board of County Commissioners for the purposes set forth hereunder. The Commission acknowledges where the Grantee is a political subdivision of the State of Florida it is authorized to act in accordance with the Grantee’s purchasing ordinance(s), laws, rules and regulations.

18.00 Expiration of Agreement: The Grantee agrees to complete the Project on or before June 30, 2016. If the Grantee does not complete the Project within this time period, this agreement will expire. Expiration of this agreement will be considered termination of the Project and the procedure established in Article 9.00 of this agreement shall be initiated. For the purpose of this Article, completion of project is defined as the latest date by which all required tasks have been completed, as provided in the project description (Exhibit "A"). Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than August 15, 2015.

19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

20.00 Execution of Agreement: This agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Vendors and Subcontractors Rights: Vendors (in this document identified as Grantee) providing goods and services to the Commission will receive payments in accordance with section 215.422, Florida Statutes. The parties hereto acknowledge Section 215.422, Florida Statutes, and hereby agree that the time in which the Commission is required to approve and inspect goods and services shall be for a period not to exceed eleven (11) working days upon receipt of a proper invoice. The Florida Department of Transportation has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty per day (as defined by Rule) will be due and payable, in addition to the invoice amount to the Grantee. The interest penalty provision applies after a thirty-five (35) day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Grantee requests payment. Invoices which have to be returned to a Grantee because of vendor preparation errors will result in a delay in the payment.

The invoice payment requirements do not start until a properly completed invoice is provided to the Commission.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in

TD Planning Grant Agreement
Form Rev. 5/10/15
obtaining timely payment(s) from the Commission. The Vendor Ombudsman may be contacted at (850) 413-5516 or toll free (877) 693-5236.

21.20 Payment to Subcontractors: Payment by the Grantee to all subcontractors with approved third party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third party contract from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund moneys, must contain the following statement:

When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to subcontractors and suppliers within 7 working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of 1 percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney’s fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

22.00 Modification: This Agreement may not be changed or modified unless authorized in writing by the Commission.
IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

GRANTEE: PALM BEACH METROPOLITAN PLANNING ORGANIZATION

COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

BY: Nick Uhren
TITLE: Executive Director

BY: ________________________________
TITLE: Executive Director (Commission Designee)
EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES:
PLANNING

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Palm Beach Metropolitan Planning Organization, 2300 North Jog Road, 4th Floor, West Palm Beach, Florida, 33411-2749.

I. PROJECT LOCATION: Palm Beach County(ies).

II. PROJECT DESCRIPTION: This project provides for the accomplishment of the duties and responsibilities of the Designated Official Planning Agency as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies and the Fiscal Year 2015-16 Planning Grant Program Manual. The project period will begin on the date of this agreement and will end on the date indicated in Article 18.00 hereof. Specific required tasks are as follows:

TASK 1: Weighted value = 17%
Jointly develop and annually update the Transportation Disadvantaged Service Plan with the community transportation coordinator and the local coordinating board.

Deliverable:
Complete Transportation Disadvantaged Service Plan or annual updates. Due prior to the end of grant agreement period (June 30) and pursuant to the Commission’s latest instructions for the Memorandum of Agreement and the Transportation Disadvantaged Service Plan.

TASK 2: Weighted value = 15%
A. When necessary and in cooperation with the local coordinating board, solicit and recommend a community transportation coordinator, in conformity with Chapters 287 and 427, Florida Statutes. Such recommendation shall be presented to the Commission by Planning Agency staff or their designee as needed

OR

B. Provide staff support to the local coordinating board in conducting an annual evaluation of the community transportation coordinator, including local developed standards as delineated in the adopted Transportation Disadvantaged Service Plan. Assist the Commission for the Transportation Disadvantaged in joint reviews of the community transportation coordinator.
Deliverable:
A. Planning Agency’s CTC recommendation letter and signed resolution from the Planning Agency.

B. LCB and Planning Agency selected CTC evaluation worksheets pursuant to the most recent version of the Commission’s CTC Evaluation Workbook (at a minimum, addressing Competition, Cost-Effectiveness and Efficiency, and Level of Coordination).

TASK 3:  
Weighted value= 40%
Organize and provide staff support and related resources for at least four (4) local coordinating board meetings per year, holding one meeting during each quarter.

LCB meetings will be held in accordance with the Commission’s most recent Local Coordinating Board and Planning Agency Operating Guidelines and will include at least the following:

1. Agendas for local coordinating board meetings. Operator payments should be addressed as a standard agenda item for each LCB meeting, where operators are utilized by the CTC to provide services.

2. Official minutes of local coordinating board meetings and committee meetings (regardless of a quorum). A copy will be submitted along with the quarterly report to the Commission. Minutes will at least be in the form of a brief summary of basic points, discussions, decisions, and recommendations. Records of all meetings shall be kept for at least five years.

3. A current full and active membership of voting and non-voting members to the local coordinating board. Any time there is a change in the membership, provide the Commission with a current membership roster and mailing list of local coordinating board members.

4. A report of the LCB membership’s attendance at the last 4 consecutive LCB meetings (not committee's).

Provide staff support for committees of the local coordinating board.

Provide public notice of local coordinating board meetings in accordance with the most recent Local Coordinating Board and Planning Agency Operating Guidelines.

Provide program orientation and training for newly appointed local coordinating board members.

Deliverable:
LCB Meeting agendas; minutes; membership roster; attendance report; public notice of meetings; training announcement and agenda.

TASK 4:  
Weighted value= 4%
Provide at least one public hearing annually by each local coordinating board, and assist the Commission, as requested, in co-sponsoring public hearings. This public hearing must be held separately from the local coordinating board meeting. It may, however, be held on the same day as the scheduled local coordinating board meeting (immediately following or prior to the local coordinating board meeting).
Deliverable:
Public Hearing agenda and minutes of related hearing only. The agenda and minutes should be separate documents and should not be included in the local coordinating board meeting agenda and minutes, if held on the same day. Minutes may reflect “no comments received” if none were made.

TASK 5: 
Weighted value=4%
Develop and annually update by-laws for local coordinating board approval.

Deliverable:
Copy of LCB approved By-Laws with date of update noted on cover page.

TASK 6: 
Weighted value=4%
Develop, annually update, and implement local coordinating board grievance procedures in accordance with the Commission’s most recent Local Coordinating Board and Planning Agency Operating Guidelines. Procedures shall include a step within the local complaint and/or grievance procedure that advises a dissatisfied person about the Commission’s Ombudsman Program.

Deliverable:
Copy of LCB approved Grievance Procedures with date of update noted on cover page.

TASK 7: 
Weighted value=4%
Review and comment on the Annual Operating Report for submittal to the local coordinating board, and forward comments/concerns to the Commission for the Transportation Disadvantaged.

Deliverable:
Cover Page of Annual Operating Report, signed by LCB Chair.

TASK 8: 
Weighted value=4%
Research and complete the Actual Expenditures Report for direct federal and local government transportation funds to the Commission for the Transportation Disadvantaged no later than September 15th. Complete the Actual Expenditure Report, using the Commission approved forms.

Deliverable:
Completed Actual Expenditure Report in accordance with the most recent Commission’s instructions.

TASK 9: 
Weighted value=4%
Develop and provide the local coordinating board with quarterly progress reports of transportation disadvantaged planning accomplishments and planning contract deliverables as outlined in the planning grant agreement and any other activities related to the transportation disadvantaged program, including but not limited to, consultant contracts, special studies, and marketing efforts.

Deliverable:
Complete Quarterly Progress Reports submitted with invoices.
TASK 10:  
Planning Agency staff attend at least one Commission sponsored training, including but not limited to, the Commission's regional meetings, the Commission's annual training workshop, or other sponsored training.

**Weighted value = 4%**

**Deliverable:**
Documentation related to attendance at such event(s).

**III. Special Considerations by Planning Agency:**
Not Applicable

**IV. Special Considerations by Commission:**
Not Applicable
EXHIBIT "B"
PROJECT BUDGET AND CASHFLOW

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Palm Beach Metropolitan Planning Organization, 2300 North Jog Road, 4th Floor, West Palm Beach, Florida 33411-2749.

I. PROJECT COST:

Estimated Project Cost shall conform to those eligible Costs as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Fiscal Year 2015-16 Planning Grant Program Manual. For the required services, compensation shall be the total maximum limiting amount of $48,128.00 for related planning services in Palm Beach County(ies).

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<th>Cost</th>
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<td>Task 7</td>
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<td>Task 8</td>
<td>4%</td>
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<td>Task 9</td>
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<tr>
<td>Task 10</td>
<td>4%</td>
<td>$1,925.12</td>
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TOTAL: 100% $48,128.00

II. SOURCE OF FUNDS
Commission for the Transportation Disadvantaged State Funds (100%) $48,128.00

Total Project Cost $48,128.00

III. CASH FLOW – Not applicable. Grantee will be paid based on satisfactory performance of each task detailed in Exhibit A.

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FY 15/16
EXHIBIT "C"
PLANNING

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Palm Beach Metropolitan Planning Organization, 2300 North Jog Road, 4th Floor, West Palm Beach, Florida 33411-2749.

THE GRANTEE SHALL SUBMIT THE FOLLOWING REQUIRED DOCUMENTS AND CERTIFICATIONS:

DOCUMENTS:

1. Submit progress reports to the Commission quarterly. Finished products such as Coordinating Board minutes, by-laws, grievance procedure, consolidated estimate of Federal and Local government transportation disadvantaged funds, and the Transportation Disadvantaged Service Plan, shall be submitted to the Commission as they are completed. The progress reports and finished products are required to accompany, or to precede, all reimbursement invoices. Reports shall be submitted to:

   Florida Commission for the Transportation Disadvantaged
   Attn: Project Manager
   605 Suwannee Street, MS 49
   Tallahassee, Florida 32399-0450

THIRD PARTY CONTRACTS: The Grantee must certify to all third party contracts pursuant to Section 12.10 except that written approval is hereby granted for:

1. Contracts furnishing contractual services or commodities from a valid State or intergovernmental contract as set forth in section 287.042(2), Florida Statutes.

2. Contracts furnishing contractual services or commodities for an amount less than Category II as set forth in section 287.107(1)(b), Florida Statutes.

3. Contracts for consultant services for an amount less than Category I as set forth in section 187.017(1)(a), Florida Statutes.
EXHIBIT “D”

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Commission for the Transportation Disadvantaged/Florida Department of Transportation
State Project Title: COMMISSION FOR THE TRANSPORTATION DISADVANTAGED (CTD) TRIP AND EQUIPMENT GRANT PROGRAM
CSFA Number: 55.001
*Award Amount: $48,128.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.001 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.001 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx
PALM BEACH COUNTY COORDINATING BOARD MEMBERSHIP CERTIFICATION

Name (MPO/DOPA): Palm Beach Metropolitan Planning Organization
Address: 2300 N. Jog Road, 4th Floor
West Palm Beach, Florida 33411-2749

The Metropolitan Planning Organization/Designated Official Planning Agency named above hereby certifies to the following:
1. The membership of the Local Coordinating Board, established pursuant to Rule 41-2.012(3), FAC, does in fact represent the appropriate parties as identified in the following list; and
2. The membership represents, to the maximum extent feasible, a cross section of the local community.

SIGNATURE: [Signature] DATE: 6-30-15

<table>
<thead>
<tr>
<th>REPRESENTATION</th>
<th>MEMBER'S NAME</th>
<th>ALTERNATE'S NAME</th>
<th>TERM</th>
</tr>
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<tbody>
<tr>
<td>1. CHAIRMAN (An elected official)</td>
<td>Melissa McKinlay</td>
<td>None</td>
<td>Ongoing</td>
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<tr>
<td>2. ELDERLY</td>
<td>David Evans</td>
<td>None</td>
<td>01-16-14 - 01-15-17</td>
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<td>3. DISABLED</td>
<td>Vacant</td>
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<td>4. CITIZEN ADVOCATE</td>
<td>Tomas Boiton</td>
<td>None</td>
<td>03-17-14 - 03-16-17</td>
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<td>5. CITIZEN ADVOCATE/USER</td>
<td>Bobbi Valentine</td>
<td>None</td>
<td>06-19-14 - 06-18-17</td>
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<td>6. FL DEPT. OF VETERAN'S AFFAIR</td>
<td>Myron Nagelberg</td>
<td>None</td>
<td>Ongoing</td>
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<td>7. PALM BEACH COUNTY COMMUNITY ACTION</td>
<td>David Rafaidus</td>
<td>None</td>
<td>Ongoing</td>
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<tr>
<td>8. PUBLIC EDUCATION (PBC School District)</td>
<td>Shane Searchwell</td>
<td>Carl Boucard</td>
<td>Ongoing</td>
</tr>
<tr>
<td>9. FLORIDA DEPT. OF TRANSPORTATION</td>
<td>Nancy Weizman</td>
<td>Wibet Hay</td>
<td>Ongoing</td>
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<td>10. DEPT. OF CHILDREN &amp; FAMILY SERVICES</td>
<td>Angenitra Ward</td>
<td>None</td>
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<td>11. FL DEPT. EDUCATION/DIV. OF VOCATION REHAB</td>
<td>Domonique Thomas</td>
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<td>12. AGENCY FOR PERSONS WITH DISABILITIES</td>
<td>Vacant</td>
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<tr>
<td>13. PRIVATE TRANSPORTATION INDUSTRY</td>
<td>Bettye Jones</td>
<td>None</td>
<td>10-19-12 - 10-18-15</td>
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<td>14. MASS/PUBLIC TRANSIT INDUSTRY</td>
<td>Shannon LaRocque</td>
<td>Ron Jones</td>
<td>NON-VOTING MEMBER</td>
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<td>15. FL AGENCY FOR HEALTH CARE ADMINISTRATION</td>
<td>Vacant</td>
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<td>16. AREA AGENCY ON AGING</td>
<td>Deidra Gibson</td>
<td>Richard Hart</td>
<td>Ongoing</td>
</tr>
<tr>
<td>17. WORKFORCE DEVELOPMENT BOARD</td>
<td>Karen Huegel</td>
<td>Dina Hill</td>
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<tr>
<td>18. LOCAL MEDICAL COMMUNITY</td>
<td>Sharon Greene</td>
<td>None</td>
<td>1-16-14 - 2-15-17</td>
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Rev. 06-30-15
RESOLUTION MPO 2015-

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR A TECHNICAL STUDIES (PLANNING) GRANT UNDER THE FEDERAL TRANSIT ACT; APPROVING THE FEDERAL TRANSIT ADMINISTRATION FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES; AUTHORIZING THE EXECUTION AND TRANSMITTAL OF THE CERTIFICATIONS AND ASSURANCES; AUTHORIZING THE APPROVAL OF A J OINT PARTICIPATION AGREEMENT WITH FDOT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Secretary of Transportation is authorized to make grants for mass transportation projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of project costs; and

WHEREAS, it is required by the U.S. Department of Transportation, in accord with the provision of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Federal Transit Act, the applicant give an assurance that it will comply with Title VI of the Civil Rights Act of 1964, and the U.S. Department of Transportation requirements there under; and

WHEREAS, it is the goal of the Applicant that disadvantaged business enterprises be utilized to the fullest extent possible in connection with the project, and that definitive procedures be established and administered to ensure that minority businesses shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

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

1. It hereby approves a 5-year Joint Participation Agreement (JPA) with the Florida Department of Transportation to aid in the financing of the Palm Beach MPO Unified Planning Work Program and authorizes its Chairperson to execute the JPA on behalf of the MPO.
2. Its Chairperson is authorized to execute and file, on behalf of the Palm Beach Metropolitan Planning Organization (MPO), an application with the Florida Department of Transportation (FDOT) for a technical study grant, to aid with the implementation of the specific aims of the FY 16 Palm Beach MPO Unified Planning Work Program.

3. It approves the FTA Fiscal Year 2015 Certifications and Assurances and authorizes its Chairperson to execute and file the certifications and assurances, on behalf of the MPO.

4. Its Executive Director and Chairperson are authorized to execute any other required certification, assurance or other document, and to furnish such additional information as FDOT may require in connection with the application or the project.

5. Its Executive Director is authorized to set forth and execute disadvantaged business enterprise policies and procedures in connection with the project’s procurement needs.

6. 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 Secretary

Approved as to form and legal sufficiency

By: ________________________________  
Chief Assistant County Attorney
THIS AGREEMENT, made and entered into this ___ day of ______________, ______________,

by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,
hereinafter referred to as the Department, and _Palm Beach MPO__ 2300 North Jog Road, 4th Floor West Palm Beach, FL 33411-2749

hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before ____9/30/2020____ and this Agreement will expire unless a time extension is provided in accordance with Section 16.00.

W I T N E S S E T H:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under __341________________, Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is
to provide assistance to the Palm Beach MPO to carry out tasks and activities in the adopted Unified Planning Work Program.

Palm Beach MPO Section 5305d

and as further described in Exhibit(s) __A,B,C & D__ attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.
2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

3.00 Project Cost: The total estimated cost of the project is $656,074.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of $590,467.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility: Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

(a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;

(b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;

(c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;

(d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding: Front end funding ☐ is ☑ not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.
5.20 Payment Provisions: Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Participant is unsatisfactory, the Department shall notify the Participant of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Participant shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Participant will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Participant shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Participant resolves the deficiency. If the deficiency is subsequently resolved, the Participant may bill the Department for the retained amount during the next billing period. If the Participant is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

6.00 Accounting Records:

6.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

6.20 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

6.30 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

6.40 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

6.50 Audit Authority: The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.
Part I Federally Funded:

1. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

2. The Agency, a non-Federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

   a. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a Federal single or program specific audit conducted for such fiscal year in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. Exhibit_____________________ to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.

   b. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.

   c. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
d. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.

e. Upon receipt, and within six months, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance.

f. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

g. The Department's contact information for requirements under this part is as follows:
   Office of Comptroller, MS 24
   605 Suwannee Street
   Tallahassee, Florida 32399-0450
   FDOTSingleAudit@dot.state.fl.us

Part II State Funded:

1. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or State of Florida Auditor General.

2. The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

a. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit__________________ to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
b. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

c. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency’s resources (i.e., the cost of such an audit must be paid from the Agency’s resources obtained from other than State entities).

d. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General  
Local Government Audits/342  
111W Madison Street, Room 401  
Tallahassee, FL 32399-1450

e. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

f. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

g. Upon receipt, and within six months, the Department will review the Agency’s financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

h. As a condition of receiving state financial assistance, the Agency shall permit the Department, or its designee, DFS or the Auditor General access to the Agency’s records including financial statements, the independent auditor’s working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, DFS or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

6.60 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

7.00 Requisitions and Payments:

7.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Four Public Transportation Office 3400 W. Commercial Blvd. Ft. Lauderdale, FL 33309 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

7.11 The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit “A”. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

7.12 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit “A”. Deliverables must be received and accepted in writing by the Department’s Project Manager prior to payments.

7.13 Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit “A” has been met.

7.14 Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department’s Travel Form No. 300-000-01. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

7.15 For real property acquired, submit;

(a) the date the Agency acquired the real property,

(b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.

(c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

7.20 The Department’s Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

7.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;
7.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

7.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;

7.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or

7.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

7.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department and costs invoiced prior to receipt of annual notification of fund availability.

7.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 7.21 to 7.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

8.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

8.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

9.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.
10.00 Contracts of the Agency:

10.10 Third Party Agreements: The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

10.20 Procurement of Personal Property and Services

10.21 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055 F.S., the Consultants' Competitive Negotiation Act.

10.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.23.

10.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

10.31 DBE Policy: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)

10.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.
11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. 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. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

11.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

11.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

11.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

11.50 Prohibited Interests: The Agency shall not enter into a contract 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 Agency, 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.

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

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

11.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

12.00 Miscellaneous Provisions:
12.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

12.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

12.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

12.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

12.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

12.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

12.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

12.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

12.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.
13.00 **Plans and Specifications:** In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit “C” if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as “plans”, the Agency will certify that:

- a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
- c. The plans are consistent with the intent of the project as defined in Exhibits “A” and “B” of this Agreement as well as the Scope of Services; and
- d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

14.00 **Project Completion, Agency Certification:** The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

15.00 **Appropriation of Funds:**

15.10 The State of Florida’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

15.20 **Multi-Year Commitment:** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

16.00 **Expiration of Agreement:** The Agency agrees to complete the project on or before 9/30/2020. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Director of Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 8.00 of this Agreement shall be initiated.

16.10 **Final Invoice:** The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

17.00 **Agreement Format:** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

18.00 **Execution of Agreement:** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

19.00 **Restrictions on Lobbying:**
19.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, 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.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

19.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

20.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

21.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

22.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

23.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

Palm Beach MPO

AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

TITLE

FDOT

See attached Encumbrance Form for date of Funding Approval by Comptroller

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

Stacy L. Miller, P.E.

DEPARTMENT OF TRANSPORTATION

Director of Transportation Development

TITLE
Application for Federal Assistance SF-424

* 1. Type of Submission:
   - [ ] Preapplication
   - [x] Application
   - [ ] Changed/Corrected Application

* 2. Type of Application:
   - [x] New
   - [ ] Continuation
   - [ ] Revision
   - [ ] Other (Specify):

* 3. Date Received:

* 4. Applicant Identifier:

   a. Federal Entity Identifier:
      - Not Applicable

   b. Federal Award Identifier:
      - FL-80-0009

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

   a. Legal Name: Palm Beach Metropolitan Planning Organization

   b. Employer/Taxpayer Identification Number (EIN/TIN):
      - 59 6000765

   c. Organizational DUNS:
      - 7991167800000

   d. Address:

      - Street1: 2300 N. Jog Road, 4th Floor
      - Street2:
      - City: West Palm Beach
      - County/Parish: Palm Beach
      - State: FL: Florida
      - Province:
      - Country: USA: UNITED STATES
      - Zip / Postal Code: 33411-2749

   e. Organizational Unit:

      - Department Name:

      - Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

   Prefix: Mr.
   * First Name: Nick
   Middle Name:
   * Last Name: Ohren
   Suffix:

   Title: Executive Director

Organizational Affiliation:

   Palm Beach Metropolitan Planning Organization

   * Telephone Number: (561) 684-4170
   Fax Number: (561) 242-7165
   * Email: mohren@PalmBeachMPO.org
Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

X: Other (specify)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

MPO

* 10. Name of Federal Agency:

Federal Transit Administration

11. Catalog of Federal Domestic Assistance Number:

20.505

CFDA Title:

Technical Studies Grant

* 12. Funding Opportunity Number:

FL-80-0009

* Title:

MPO and State Planning

13. Competition Identification Number:

Not Applicable

Title:

Not Applicable

14. Areas Affected by Project (Cities, Counties, States, etc.):

* 15. Descriptive Title of Applicant's Project:

Section 5305 Technical Studies

Attach supporting documents as specified in agency instructions.

Add Attachments  Delete Attachments  View Attachments
Application for Federal Assistance SF-424

16. Congressional Districts Of:
   * a. Applicant 14
   * b. Program/Project 14

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:
   * a. Start Date: 10/01/2015
   * b. End Date: 09/30/2016

18. Estimated Funding ($):

   * a. Federal 524,860.00
   * b. Applicant 65,607.00
   * c. State 65,607.00
   * d. Local 0.00
   * e. Other 0.00
   * f. Program Income 0.00
   * g. TOTAL 656,074.00

19. Is Application Subject to Review By State Under Executive Order 12372 Process?
   ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
   ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
   ☒ c. Program is not covered by E.O. 12372.

20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)
   ☐ Yes  ☒ No

If "Yes", provide explanation and attach

21. "By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

[Signature]

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mrs.  * First Name: Susan
Middle Name:
* Last Name: Haynie
Suffix: 

* Title: Chair

* Telephone Number: (561) 694-4170  Fax Number: (561) 242-7165

* Email: shaynie@ci.boca-raton.fl.us

* Signature of Authorized Representative:  * Date Signed: 07/16/2015
Section 5305(d)
Approved Project Budget for FFY16
(total dollars)

Technical Classifications:

| 44.21.00 | Program Support and Administration | $ 64,231 |
| 44.22.00 | General Development and Comprehensive Planning | 105,522 |
| 44.23.01 | Long Range Transportation Planning: System Level | 32,116 |
| 44.23.02 | Long Range Transportation Planning: Project Level | |
| 44.24.00 | Short Range Transportation Planning | 183,518 |
| 44.25.00 | Transportation Improvement Program | |
| 44.26.00 | Planning Emphasis Areas | |
| 44.26.12 | Coordination of Non-Emergency Human Service Transportation | 68,819 |
| 44.26.13 | Participation of Transit Operators in Metropolitan Planning | |
| 44.26.14 | Planning for Transit Systems Management/Operations to Increase Ridership | 128,461 |
| 44.26.15 | Support Transit Capital Investment Decisions through Effective Systems Planning | |
| 44.26.16 | Incorporating Safety & Security in Transportation Planning | 73,407 |
| 44.27.00 | Other Activities | |

Total Net Project Cost $656,074

Accounting Classifications

| 44.30.01 | Personnel | $136,823 |
| 44.30.02 | Fringe Benefits | |
| 44.30.03 | Travel | |
| 44.30.04 | Equipment | |
| 44.30.05 | Supplies | |
| 44.30.06 | Contractual | 314,181 |
| 44.30.07 | Other | |
| 44.30.08 | Indirect Charges | 205,070 |

Total Net Project Cost $656,074

Fund Allocations

| 44.40.01 | MPO Activities | $590,467 |
| 44.40.02 | Transit Operator Activities | |
| 44.40.03 | State and/or Local Agency Activities | 65,607 |

Total Net Project Cost $656,074

Federal Share (80%) $524,860
Local Share (20%) $131,214

Accounting Classification FPC Description Amount
91.37.08.8P-2 02 Technical Studies - Planning $656,074
Section 5305(d)
GMIS Planning Line Item Codes – FFY16
(FTA Funds Only)

Technical Classifications:

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>44.21.00</td>
<td>Program Support and Administration</td>
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<td>44.22.00</td>
<td>General Development and Comprehensive Planning</td>
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<td>44.23.01</td>
<td>Long Range Transportation Planning: System Level</td>
<td>25,693</td>
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<td>44.23.02</td>
<td>Long Range Transportation Planning: Project Level</td>
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<td>44.24.00</td>
<td>Short Range Transportation Planning</td>
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<td>44.25.00</td>
<td>Transportation Improvement Program</td>
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<td>44.26.00</td>
<td>Planning Emphasis Areas</td>
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<td>44.26.12</td>
<td>Coordination of Non-Emergency Human Service Transportation</td>
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<td>44.26.13</td>
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<td>44.26.14</td>
<td>Planning for Transit Systems Management/Operations to Increase Ridership</td>
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<td>44.26.15</td>
<td>Support Transit Capital Investment Decisions through Effective Systems Planning</td>
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<td>44.26.16</td>
<td>Incorporating Safety &amp; Security in Transportation Planning</td>
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<td>44.27.00</td>
<td>Other Activities</td>
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Total Net Project Cost $524,860

Accounting Classifications

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<tr>
<th>Code</th>
<th>Description</th>
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<td>44.30.01</td>
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<td>44.30.02</td>
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<td>44.30.03</td>
<td>Travel</td>
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<td>44.30.04</td>
<td>Equipment</td>
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<td>44.30.05</td>
<td>Supplies</td>
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<td>44.30.06</td>
<td>Contractual</td>
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<td>44.30.07</td>
<td>Other</td>
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<td>44.30.08</td>
<td>Indirect Charges</td>
<td>164,056</td>
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Total Net Project Cost $524,860

Fund Allocations

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<tr>
<th>Code</th>
<th>Description</th>
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<tr>
<td>44.40.01</td>
<td>MPO Activities</td>
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<td>44.40.02</td>
<td>Transit Operator Activities</td>
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<td>44.40.03</td>
<td>State and/or Local Agency Activities</td>
<td>52,486</td>
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Total Net Project Cost $524,860
### FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

**Name of Applicant:** Palm Beach Metropolitan Planning Organization (Palm Beach MPO)

The Applicant agrees to comply with applicable provisions of Groups 01 – 24. ___X___

OR

The Applicant agrees to comply with applicable provisions of the Groups it has selected:

<table>
<thead>
<tr>
<th>Group</th>
<th>Description</th>
<th>______</th>
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</thead>
<tbody>
<tr>
<td>01.</td>
<td>Required Certifications and Assurances for Each Applicant.</td>
<td>______</td>
</tr>
<tr>
<td>02.</td>
<td>Lobbying.</td>
<td>______</td>
</tr>
<tr>
<td>03.</td>
<td>Procurement and Procurement Systems.</td>
<td>______</td>
</tr>
<tr>
<td>04.</td>
<td>Private Sector Protections.</td>
<td>______</td>
</tr>
<tr>
<td>05.</td>
<td>Rolling Stock Reviews and Bus Testing.</td>
<td>______</td>
</tr>
<tr>
<td>06.</td>
<td>Demand Responsive Service.</td>
<td>______</td>
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<tr>
<td>07.</td>
<td>Intelligent Transportation Systems.</td>
<td>______</td>
</tr>
<tr>
<td>08.</td>
<td>Interest and Financing Costs and Acquisition of Capital Assets by Lease.</td>
<td>______</td>
</tr>
<tr>
<td>10.</td>
<td>Alcohol and Controlled Substances Testing.</td>
<td>______</td>
</tr>
<tr>
<td>11.</td>
<td>Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity) and Capital Investment Program in Effect before MAP-21 Became Effective.</td>
<td>______</td>
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<tr>
<td>12.</td>
<td>State of Good Repair Program.</td>
<td>______</td>
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<tr>
<td>13.</td>
<td>Fixed Guideway Modernization Grant Program.</td>
<td>______</td>
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<tr>
<td>14.</td>
<td>Bus and Bus Facilities Formula Grants Program and Bus and Bus-Related Equipment and Facilities Grant Program (Discretionary).</td>
<td>______</td>
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<tr>
<td>15.</td>
<td>Urbanized Area Formula Grants Programs/ Passenger Ferry Grants Program/Job Access and Reverse Commute (JARC) Formula Grant Program.</td>
<td>______</td>
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<tr>
<td>16.</td>
<td>Seniors/Elderly/Individuals with Disabilities Programs/New Freedom Program.</td>
<td>______</td>
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<tr>
<td>17.</td>
<td>Rural/Other Than Urbanized Areas/Appalachian Development/Over-the-Road Bus Accessibility Programs.</td>
<td>______</td>
</tr>
<tr>
<td>18.</td>
<td>Tribal Transit Programs (Public Transportation on Indian Reservations Programs).</td>
<td>______</td>
</tr>
<tr>
<td>19.</td>
<td>Low or No Emission/Clean Fuels Grant Programs.</td>
<td>______</td>
</tr>
<tr>
<td>20.</td>
<td>Paul S. Sarbanes Transit in Parks Program.</td>
<td>______</td>
</tr>
<tr>
<td>21.</td>
<td>State Safety Oversight Grant Program.</td>
<td>______</td>
</tr>
<tr>
<td>22.</td>
<td>Public Transportation Emergency Relief Program.</td>
<td>______</td>
</tr>
<tr>
<td>23.</td>
<td>Expedited Project Delivery Pilot Program.</td>
<td>______</td>
</tr>
<tr>
<td>24.</td>
<td>Infrastructure Finance Programs.</td>
<td>______</td>
</tr>
</tbody>
</table>
FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2015 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for FTA funding and all FTA Grantees with an active Capital or Formula Project)

AFFIRMATION OF APPLICANT

Name of the Applicant: Palm Beach Metropolitan Planning Organization

Name and Relationship of the Authorized Representative: Susan Haynie, Palm Beach MPO Chair

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all Federal statutes and regulations, and follow applicable Federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2015, irrespective of whether the individual that acted on his or her Applicant’s behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Project for which it seeks now, or may later seek FTA funding during Federal Fiscal Year 2015.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et seq., and implementing U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature____________________________________________________________      Date:  _________________

Name Susan Haynie, Palm Beach MPO Chair
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT’S ATTORNEY

For (Name of Applicant): Palm Beach Metropolitan Planning Organization

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA Project or Projects.

Signature____________________________________________________________      Date:  _________________

Name Donna Raney
Attorney for Applicant

Each Applicant for FTA funding and each FTA Grantee with an active Capital or Formula Project must provide an Affirmation of Applicant’s Attorney pertaining to the Applicant’s legal capacity. The Applicant may enter its signature in lieu of the Attorney’s signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.
TITI LE VI/ NONDISCRIMINATION ASSURANCE

Pursuant to Section 9 of US DOT Order 1050.2A, the Palm Beach MPO assures the Florida Department of Transportation (FDOT) that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

The Palm Beach MPO further assures FDOT that it will undertake the following with respect to its programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the Recipient’s Chief Executive Officer.
2. Issue a policy statement signed by the Chief Executive Officer, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Recipient’s organization and to the general public. Such information shall be published where appropriate in languages other than English.
3. Insert the clauses of Appendices A and E of this agreement in every contract subject to the Acts and the Regulations.
4. Develop a complaint process and attempt to resolve complaints of discrimination against sub-recipients. Complaints against the Recipient shall immediately be forwarded to the FDOT District Title VI Coordinator.
5. Participate in training offered on Title VI and other nondiscrimination requirements.
6. If reviewed by FDOT or USDOT, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days.
7. Have a process to collect racial and ethnic data on persons impacted by your agency’s programs.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the Recipient.

Dated 7/16/2015

by ____________________________

Susan Haynie, Chief Executive Officer
APPENDICES A and E

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, 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. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3.) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, 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 Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4.) **Information and Reports:** The Contractor 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, the Federal Highway Administration, Federal Transit Administration, 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 a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the 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.

(5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, 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:

a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the
Florida Department of Transportation, the 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 a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor 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 Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

It is the policy of the Palm Beach MPO that disadvantaged businesses, as defined by 49 Code of Federal Regulations, Part 26, shall have an opportunity to participate in the performance of MPO contracts in a nondiscriminatory environment. The objectives of the Disadvantaged Business Enterprise Program are to ensure non-discrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help remove barriers to participation, create a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility, and ensure narrow tailoring of the program.

The Palm Beach MPO, and its consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform the contract work of the Palm Beach MPO in a non-discriminatory environment.

The Palm Beach MPO shall require its consultants to not discriminate on the basis of race, color, national origin and sex in the award and performance of its contracts. This policy covers in part the applicable federal regulations and the applicable statutory references contained therein for the Disadvantaged Business Enterprise Program Plan, Chapters 337 and 339, Florida Statutes, and Rule Chapter 14-78, Florida Administrative Code.

<table>
<thead>
<tr>
<th>Palm Beach MPO</th>
<th>7/16/2015</th>
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<tbody>
<tr>
<td>Chairperson</td>
<td>Name of MPO</td>
</tr>
</tbody>
</table>
LOBBING CERTIFICATION for GRANTS, LOANS
and COOPERATIVE AGREEMENTS

In accordance with Section 1352 of Title 31, United States Code, it is the policy of the Palm Beach MPO that:

(1) No Federal or state appropriated funds have been paid or will be paid by or on behalf of the Palm Beach MPO, to any person for influencing or attempting to influence an officer or employee of any Federal or state agency, or a member of Congress or the state legislature in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Palm Beach MPO shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts and subcontracts under grants, subgrants, loans, and cooperative agreement), which exceeds $100,000, and that all such subrecipients shall certify and disclose accordingly.

(4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

__________________________________________  7/16/2015
Palm Beach MPO

Chairperson  Name of MPO  Date
DEBARMENT and SUSPENSION CERTIFICATION

As required by the USDOT regulation on Government wide Debarment and Suspension at 49 CFR 29.510

(1) The Palm Beach MPO hereby certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in paragraph (b) of this certification; and

(d) Have not, within a three-year period preceding this certification, had one or more public transactions (federal, state or local) terminated for cause or default.

(2) The Palm Beach MPO also hereby certifies that if, later, it becomes aware of any information contradicting the statements of paragraphs (a) through (d) above, it will promptly provide that information to the U.S.D.O.T.

MPO Chairperson ____________________________ 7/16/2015
Date
RESOLUTION MPO 2015-

RESOLUTION APPROVING THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION (MPO) FISCAL YEAR 2017-2021 LIST OF PRIORITY PROJECTS; AUTHORIZING THE EXECUTIVE DIRECTOR TO APPROVE ADMINISTRATIVE AMENDMENTS TO THE DOCUMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, s. 339.175(8), F.S. mandates that each MPO annually develop a list of project priorities considering projects adopted in the 2040 Long Range Transportation Plan (LRTP); and

WHEREAS, the MPO is required to submit this list to the Florida Department of Transportation (FDOT) each year to assist in the development of the draft 5 Year Tentative Work Program; and

WHEREAS, the LRTP categorizes Priority Projects into three areas: Major Highway, Transit & Freight Projects, Local Initiative Projects, and Transportation Alternative Projects, consistent with the funding sources assumed in the financial plan; and

WHEREAS, the MPO Priority Projects for Major Highway, Transit and Freight Projects comport with the implementation schedule outlined in the LRTP, to the extent possible; and

WHEREAS, the MPO Priority Projects for Local Initiative and Transportation Alternative Programs are based upon applications received and ranked by the MPO Board; and

WHEREAS, MPO Priority Projects listed on the Local Initiative and Transportation Alternative Program must satisfactorily resolve any outstanding implementation issues to remain eligible for funding.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Palm Beach MPO approves the FY 17-21 List of Priority Projects as shown in Exhibit A; and
2. The Executive Director of the MPO is authorized to administratively remove any projects on the Local Initiative or Transportation Alternative List that fail to resolve any outstanding implementation issues prior to August 11, 2015.

3. This resolution shall take effect upon adoption.

The foregoing Resolution was offered by ________________________________ who moved its adoption. The motion was seconded by ________________________________, and upon being put to a vote, the motion passed. The Chairperson thereupon declared the Resolution duly adopted this _____ day of _______________________, 2015.

PALM BEACH METROPOLITAN PLANNING ORGANIZATION

By: ________________________________
Chairperson

ATTEST:

By: ________________________________
Executive Secretary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: ________________________________
Chief Assistant County Attorney
Annual List of Priority Projects

FY 2017-2021

Adopted July 16, 2015

Chair

www.PalmBeachMPO.org/TIP
Overview

The Palm Beach Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP) for Fiscal Years 2017 through 2021 begins with approval of a list of Priority Projects. Pursuant to s. 339.175(8), F.S., the MPO must transmit the project list to the Florida Department of Transportation (FDOT) by October 1 of each year. However, this year FDOT requested that the MPO transmit the project list no later than August 11, 2015 to accommodate the accelerated 2016 legislative schedule. FDOT uses the Priority Project list to develop their Five Year Work Program and the MPO uses the list to develop the TIP.

The Palm Beach MPO expects all currently programmed priority projects to advance to implementation unless otherwise indicated. For this reason, all previous Priority Projects that have not yet been implemented continue to be shown on the project list. If the responsible agency for a Priority Project cannot complete the programmed phase and advance the project to the next logical phase, it is incumbent that the agency provides an explanation to the Palm Beach MPO.

The Priority Projects are divided into three categories consistent with the adopted 2040 Long Range Transportation Plan (LRTP) and the funding sources assumed in the financial plan of the LRTP. The MPO Board also adopted resolution MPO 2015-04 on June 18, 2015 to further clarify the funding expectations for implementation of MPO Priority Projects as summarized below. The resolution also noted that Strategic Intermodal System (SIS) Projects identified by FDOT are to be funded primarily with SIS revenue, other minor projects (e.g. local projects, FDOT safety projects, etc.) are to be funded with discretionary resources, and the implementation of these projects shall create no adverse impacts on implementation of MPO Priority Projects. The full resolution is attached as Appendix A.

- **Major Highway, Transit and Freight Projects** are to be funded with a portion of SA Funds, DDR Funds, DS Funds and DPTO Funds. The portion of funding available for Major MPO Priority Projects is expected to be the remaining revenue from these sources after satisfying operations and maintenance requirements, district-managed SIS commitments, and statutory obligations to other modes of transportation.
- **Local Initiative Projects** are to be funded with the MPO's suballocated share of Surface Transportation Program funds (SU) where possible in FY 17-19 with all SU Fund revenue allocated to the Local Initiatives Program in FY 20 and forward.
- **Transportation Alternative Projects** are to be funded with the federal Transportation Alternative Revenue (TA).

The projects on each list are consistent with the goals, objectives and values of the LRTP and further emphasize preserving the existing transportation infrastructure, enhancing Florida's economic competitiveness, and improving travel choices to ensure mobility. Eligible projects were then evaluated and ranked pursuant to the Goals, Objectives and Values of the adopted LRTP and the project scoring sheets used to implement the LRTP, both of which have been attached as Appendix B.

The MPO prepared and adopted the following list of priority projects that is multimodal in nature and provides overall direction to FDOT in allocating funds. The public involvement process included presentation and discussion of the project list at meetings open to the public; agendas for these meetings were provided to the local news media and posted on the MPO website. The advisory committees reviewed the project list on July 1-2, 2015 and recommended approval by the MPO with modifications that have been incorporated into the final list. At the MPO meeting, citizens were provided an opportunity to comment on projects of concern to their local area or interests prior to adoption. The MPO considered those comments during the discussion of the project list. On July 16, 2015, the MPO adopted the annual list of Priority Projects.
Major Highway, Transit and Freight Projects

Project Selection

Major highway, transit and freight projects are selected from the list of cost feasible projects in the adopted Long Range Transportation Plan (LRTP). Projects were identified based on the priority order in the LRTP, the output of the Congestion Management Process (CMP) and the priorities of the public transit providers. Candidate projects were scored based on the Goals, Objectives and Values of the adopted LRTP and the project scoring sheets used to implement the LRTP.

Project Funding

Major Highway, Transit and Freight Projects are to be funded with a portion of:

- FDOT’s allocated share of Surface Transportation Program (SA) funds not sub-allocated to the MPO;
- State Comprehensive Enhanced Transportation System District Dedicated Revenue (DDR) funds to be expended within Palm Beach County pursuant to s. 206.608(2), F.S.; and
- State fuel sales tax funds State Primary funds for highways and public transit (DS) and State Public Transportation Office (DPTO) funds to be expended for any legitimate state transportation purpose, with a required minimum for public transportation.

The portion of funding available for Major MPO Priority Projects is expected to be the remaining revenue from these sources after satisfying operations and maintenance requirements, district-managed SIS commitments, and statutory obligations to other modes of transportation.

Target 5-Year Funding Level from LRTP: ~$200M

Actual 5-Year Funding Level in FY 16-20 TIP: ~$139M

Changes in the FY 17-21 Priority Project List Include:

1. Construction of SR 7 from 60th Street to Northlake Blvd as a new 4-lane road (Project 2296643) was postponed from FY 16 to FY 20 in the FY 16-20 TIP. MPO and FDOT staff are to collaborate to restore construction to FY 17 without adversely impacting other Priority Projects.
2. Widening of SR 80 from the L-8 canal to west of Forest Hill/Crestwood from 4 to 6 lanes (Project 4193452) was inadvertently omitted from the FY 16-20 Priority Project list. It is being added back onto the list as priority #3 consistent with its historical priority to the MPO Board.
3. Funding for FEC railroad safety/quiet zone infrastructure (Project 4353431) was reduced from $6.1M to $5.4M in FY 16. MPO and FDOT staff are to collaborate to increase FY 16 funds by $700K and to allocate additional funds for the northern portion of the FEC corridor.
4. The TIP funding shown for Palm Tran maintenance facilities (projects 4347352 and 4347342) is anticipated to be FTA 5307 grant funds and the additional request for MPO funds to complete each project is highlighted under Funding Needed.
5. Project #12 seeks to implement express bus service for the US 1 corridor along with other multi-modal improvements. The initial request is funding for data collection in year 1 and a planning study in year 2, with FDOT anticipated to be the responsible agency for both phases.
<table>
<thead>
<tr>
<th>Rank</th>
<th>Proj. No.</th>
<th>Project</th>
<th>Location</th>
<th>Improvement</th>
<th>Total Cost</th>
<th>&lt; FY 16</th>
<th>FY 16</th>
<th>FY 17</th>
<th>FY 18</th>
<th>FY 19</th>
<th>FY 20</th>
<th>Funding in Adopted TIP</th>
<th>Funding Needed</th>
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<tbody>
<tr>
<td>1</td>
<td>2296643</td>
<td>SR 7</td>
<td>60th St</td>
<td>Northlake Blvd. Construct new 4 lane road</td>
<td>$51.5</td>
<td>$0.3</td>
<td>ENV</td>
<td>$8.2</td>
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<td>2</td>
<td>2296644</td>
<td>SR 7</td>
<td>Okeechobee Blvd. to 60th St Widen from 2 to 4 lanes</td>
<td>$25.5</td>
<td>CST</td>
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<td>3</td>
<td>4193452</td>
<td>Southern Blvd / SR 80 L-8 Canal to W of Forest Hill Widen from 4 to 6 lanes</td>
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<td>ROW</td>
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<td>$0.4</td>
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<td>4</td>
<td>4279381</td>
<td>SR 7</td>
<td>Broward Co Line to Glades Rd Construct buffered bike lanes,</td>
<td>$15.5</td>
<td>$2.6</td>
<td>CST</td>
<td>$12.9</td>
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<td>shared use pathways, transit shelters and turn lane improvements</td>
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<td>5</td>
<td>2331662</td>
<td>Glades Rd</td>
<td>SR 7 to Federal Highway Construct Additional westbound lane from Airport Rd. to I-95, other turn lane extensions.</td>
<td>$5.7</td>
<td>$3.9</td>
<td>CST</td>
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<td>6</td>
<td>4353431</td>
<td>FEC Railroad Crossings Countywide Capital for Safety/Quiet Zone infrastructure on FEC corridor</td>
<td>$9.1</td>
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<td>RRU</td>
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<td>7</td>
<td>4297671</td>
<td>Tri Rail Support Facility Northern Layover Facility Construct new facility to enhance operation and maintenance of existing system, support Jupiter extension</td>
<td>$40.2</td>
<td>$8.1</td>
<td>CAP</td>
<td>$13.1</td>
<td>CAP</td>
<td>$7.0</td>
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<td>8</td>
<td>4170317</td>
<td>Tri Rail - New Service Extension West Palm Beach to Jupiter Extend commuter rail service onto the FEC corridor via the Northwood Crossover and construct 3 new stations – 45th Street, PGA Blvd, and Toney Penna Dr.</td>
<td>$75.0</td>
<td>$1.2</td>
<td>PDE</td>
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<td>9a</td>
<td>4347352</td>
<td>Palm Tran - Support Facility Delray Beach: Congress Ave Expand existing maintenance facilities</td>
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<td>PE</td>
<td>$0.4</td>
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<td>4347342</td>
<td>Palm Tran - Support Facility West Palm Beach: Electronics Way Expand existing maintenance facilities</td>
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<td>PE</td>
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<td>10</td>
<td>4304581</td>
<td>Tri Rail East side of Military Tr S of Glades Rd Construct second Tri Rail station in Boca Raton on CSX/SFR corridor</td>
<td>$18.5</td>
<td>CAP</td>
<td>$1.5</td>
<td>CAP</td>
<td>$17.0</td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>11</td>
<td>2296584</td>
<td>Atlantic Ave SR 7 to W of Lyons Rd Widen from 2 to 4 lanes</td>
<td>$16.9</td>
<td>PE</td>
<td>$1.7</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>12</td>
<td>--</td>
<td>US 1</td>
<td>Camino Real Rd to WPB Intermodal Ctr Multimodal Corridor Study TBD</td>
<td>TBD</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>
Local Initiative Projects

Project Selection

Local Initiative projects were selected from applications received by the MPO in the following categories: Transportation System Management (TSM), Transit, Non-motorized and Freight. The adopted LRTP contemplates funding these projects at a minimum of approximately $17M per year, primarily funded with federal Surface Transportation Program Funds suballocated to the Palm Beach MPO. Applications for local initiative projects were solicited from transportation service providers, county and municipal staff, and public and community stakeholders. Candidate projects were scored by MPO staff based on the Goals, Objectives and Values in the adopted LRTP; these projects were then approved by the advisory committees and the MPO Board.

Project Funding

Local Initiative Projects are to be funded with the MPO's suballocated share of Surface Transportation Program funds (SU) where possible in FY 17-19 with all SU Fund revenue allocated to either MPO Major Projects or Local Initiatives Projects. For FY 20 and forward, all of the SU Fund Revenue is to be allocated to the Local Initiatives Program. To facilitate evaluation of progress toward these funding goals, the allocation of SU Funds in the FY 16-20 TIP has been provided in Appendix C.

Target 5-Year Funding Level from LRTP: ~$85M

Actual 5-Year Funding Level in FY 16-20 TIP: ~$11.1M

Changes in the FY 17-21 Priority Project List Include:

1. The following projects were fully funded in FY 15 so they were removed from the Priority List: Camino Real bus shelter, Transit Signal Priority for Route 43 (Okeechobee Blvd) and Transit Signal Priority for Route 62 (Lake Worth Rd).

2. Palm Tran Systemwide fare collection using the Easy Card (Project 4317611), was deferred from FY 15 to FY 16. The funds are not to be transferred until the pilot project has been successfully completed.

3. The proposed pathway project on SR 15 in Pahokee (Project 4368901) could not be completed without purchase of substantial right-of-way which increased the total cost to $7.4M and made the project ineligible for the Local Initiatives Program. This project was removed from the Priority List.

4. There are fifteen (15) Priority Projects with full or partial funding in the FY 16-20 TIP; these were retained in priority order. Altogether these projects require an additional $15.5M to be fully funded.

5. There are five (5) existing Priority Projects with no funding in the FY 16-20 TIP. There are nine (9) new applications received in this cycle and all fourteen (14) projects are included on the Priority Project list. The project scores for these fourteen (14) projects are provided in Appendix D. Altogether these projects require an additional $17.2M to be fully funded.
### Table 2. Local Initiative Projects and Funding (in $1,000's)

<table>
<thead>
<tr>
<th>Rank</th>
<th>Proj. No.</th>
<th>Project</th>
<th>Location</th>
<th>Improvement</th>
<th>Total Cost</th>
<th>&lt; FY 16</th>
<th>FY 16</th>
<th>FY 17</th>
<th>FY 18</th>
<th>FY 19</th>
<th>FY 20</th>
<th>Funding Needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>435158.1</td>
<td>Southern Blvd.</td>
<td>At Sansbury's Way Intersection</td>
<td>Add EB right, second WB left and widen C-51 canal bridge</td>
<td>$4,445</td>
<td>$885</td>
<td>RRU $3,560</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>435159.1</td>
<td>SE Avenue G</td>
<td>Main St. to SE 9th St/ Gove Elementary School</td>
<td>Construct sidewalk on the S side of SE Ave G</td>
<td>$706</td>
<td>$175</td>
<td>CST $531</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3</td>
<td>229896.3</td>
<td>SR 710 Beautification</td>
<td>W of Australian Ave to Dixie Hwy</td>
<td>Install median irrigation and landscaping</td>
<td>$1,253</td>
<td>PE $105</td>
<td>CST $1,148</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td>435160.1</td>
<td>Palmetto Park Rd</td>
<td>SR 7 to NW 2nd Ave</td>
<td>Construct 10-ft+ multi-use pathway on the south side of roadway</td>
<td>$2,895</td>
<td>$165</td>
<td>$2,730</td>
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<tr>
<td>5</td>
<td>432883.2</td>
<td>PGA Blvd</td>
<td>Mirasol/Ave of Champions to US 1</td>
<td>Install Adaptive Traffic Control System</td>
<td>$2,083</td>
<td>PE $175</td>
<td>CST $1,908</td>
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<tr>
<td>6</td>
<td>431761.1</td>
<td>Palm Tran</td>
<td>Systemwide Fare Collection</td>
<td>Implement Easy Card interface, Mobile ticketing</td>
<td>$1,320</td>
<td>$500</td>
<td>CAP $820</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>7</td>
<td>432883.3</td>
<td>W Indiantown Road</td>
<td>Island Way to US 1</td>
<td>Install Adaptive Signal Technology. Install patterned pavement crosswalk improvements at signalized intersections from 67th Road to Alt A1A. (combined w/ 436895.1)</td>
<td>$3,476</td>
<td>PE $520</td>
<td>$2,956</td>
<td></td>
<td></td>
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<tr>
<td>8</td>
<td>229744.4</td>
<td>US 1</td>
<td>11th Street to Silver Beach Blvd.</td>
<td>Install decorative street lights on east side of corridor</td>
<td>$1,420</td>
<td>PE $260</td>
<td>$1,160</td>
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<tr>
<td>9</td>
<td>N/A</td>
<td>Australian Ave.</td>
<td>1st Street to Blue Heron Blvd.</td>
<td>Install decorative street lighting, irrigation and median landscaping</td>
<td>$1,350</td>
<td>$1,350</td>
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<td></td>
<td></td>
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<td></td>
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<tr>
<td>10</td>
<td>436893.1</td>
<td>Congress Ave.</td>
<td>Columbia Medical Plaza to Blue Heron Blvd.</td>
<td>Install decorative street lighting, irrigation and median landscaping</td>
<td>$1,600</td>
<td>PE $510</td>
<td>$1,090</td>
<td></td>
<td></td>
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</table>
## Table 2 (Continued). Local Initiative Projects and Funding (in $1,000's)

<table>
<thead>
<tr>
<th>Rank</th>
<th>Proj. No.</th>
<th>Project</th>
<th>Location</th>
<th>Improvement</th>
<th>Total Cost</th>
<th>Funding in Adopted TIP</th>
<th>Funding Needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>436894.1</td>
<td>Bridge/Culvert Replacement</td>
<td>Drexel Rd (L-2 Canal), Florida Mango Rd (L-2, L-5 and L-6 Canals), Kirk Rd (L-5 and L-7 Canals), Sherwood Forest Blvd (L-8 Canal), Davis Rd (L-6 Canal)</td>
<td>Replace bridges and introduce bike/ped facilities where missing. Bridge design must maximize vertical clearance to promote waterway navigation.</td>
<td>$4,800</td>
<td>PE $260</td>
<td>$4,540</td>
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<tr>
<td>12</td>
<td>434427.1</td>
<td>SR. 80 at CR 880 Intersection</td>
<td>Install street lighting</td>
<td>$60</td>
<td>CST $60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>436896.1</td>
<td>Lowson Blvd/ SW 10th St</td>
<td>Military Trail to SE 6th Ave</td>
<td>Install bike lanes and sidewalks</td>
<td>PE $5</td>
<td>CST $4,787</td>
<td></td>
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<tr>
<td>14</td>
<td>436897.1</td>
<td>Fiber Optic Cable Installation</td>
<td>Seminole Pratt - SR 80 to Northlake Blvd, Lyons Rd - Lantana Rd to Boynton Beach Blvd, Lawrence Rd - Hypoluxo Rd to Boynton Beach, Military Trail - Linton Blvd to Glades/Butts Rd</td>
<td>Install fiber optic communication cable to connect additional traffic signals to ITS network</td>
<td>$870</td>
<td>PE $260</td>
<td>$610</td>
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<tr>
<td>15</td>
<td>436899.1</td>
<td>Hamlin Blvd</td>
<td>190th St to 180th Ave N</td>
<td>Construct a 6-ft pathway on the north side of the corridor with a pedestrian crossing at the main entrance to County Pines Park</td>
<td>$731</td>
<td>PE $160</td>
<td>$571</td>
</tr>
<tr>
<td>16</td>
<td>N/A</td>
<td>Video Camera Detection</td>
<td>27 mast arm traffic signals with loop detection</td>
<td>Replace inductive loops with video camera detection</td>
<td>$1,000</td>
<td></td>
<td>$1,000</td>
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</table>
## Table 2 (Continued). Local Initiative Projects and Funding (in $1,000’s)

<table>
<thead>
<tr>
<th>Rank</th>
<th>Proj. No.</th>
<th>Project Description</th>
<th>Location</th>
<th>Improvement</th>
<th>Total Cost</th>
<th>&lt; FY 16</th>
<th>FY 16</th>
<th>FY 17</th>
<th>FY 18</th>
<th>FY 19</th>
<th>FY 20</th>
<th>Funding Needed</th>
</tr>
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<tbody>
<tr>
<td>17</td>
<td>N/A</td>
<td>Clint Moore Road</td>
<td>Congress Ave to NW 2nd Ave.</td>
<td>Construct 8’+ shared use pathway on the south side of the corridor</td>
<td>$1,345</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,345</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>N/A</td>
<td>Swinton Ave</td>
<td>S 10th St to NE 4th St</td>
<td>Widen to provide two 10’ travel lanes, 4’ bike lanes and 6’ sidewalks. Add street lighting, drainage, landscaping.</td>
<td>$1,970</td>
<td></td>
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<td></td>
<td>$1,970</td>
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</tr>
<tr>
<td>19</td>
<td>N/A</td>
<td>Delray Beach Greenway</td>
<td>Lowson Blvd to Atlantic Ave</td>
<td>Construct 12’ Multi-use path</td>
<td>$881</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$881</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>N/A</td>
<td>New Lake Worth Trolley</td>
<td>Tri-Rail Station to Lake Worth Beach</td>
<td>Purchase three (3) vehicles</td>
<td>$645</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$645</td>
<td></td>
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<tr>
<td>21</td>
<td>N/A</td>
<td>Two New WPB Trolley Routes</td>
<td>Tri-Rail Station to northern and southern WPB</td>
<td>Purchase seven (7) vehicles to support new trolley service</td>
<td>$1,505</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,505</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>N/A</td>
<td>Palm Tran Bus Shelters</td>
<td>Various locations along existing bus routes</td>
<td>Construct 30 transit shelters</td>
<td>$600</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$600</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>N/A</td>
<td>WPB Trolley Shelters</td>
<td>Seven locations along existing trolley lines</td>
<td>Construct trolley shelters</td>
<td>$571</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$571</td>
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<tr>
<td>24</td>
<td>N/A</td>
<td>Homewood Blvd</td>
<td>Old Germantown Rd to Lowson Blvd</td>
<td>Install bike lanes and sidewalks</td>
<td>$1,051</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,051</td>
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</tr>
<tr>
<td>25</td>
<td>N/A</td>
<td>George Bush Blvd</td>
<td>NE 2nd Ave to A1A</td>
<td>Widen to provide two 10’ travel lanes, 5’ bike lanes and 5-6’ sidewalks. Add street lighting, drainage, landscaping.</td>
<td>$2,732</td>
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<td>$2,732</td>
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<tr>
<td>Rank</td>
<td>Proj. No.</td>
<td>Project</td>
<td>Location</td>
<td>Improvement</td>
<td>Total Cost</td>
<td>Funding in Adopted TIP</td>
<td>Funding Needed</td>
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<tr>
<td>26</td>
<td>N/A</td>
<td>New Boca Raton Trolley</td>
<td>Tri-Rail Station to Downtown and Downtown Circulator</td>
<td>Purchase seven (7) vehicles to support new trolley service</td>
<td>$1,505</td>
<td>FY 16: $1,505</td>
<td>$1,505</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>27</td>
<td>N/A</td>
<td>Existing Delray Beach Trolley</td>
<td>Tri-Rail Station to Atlantic Ave/A1A</td>
<td>Replace four (4) vehicles</td>
<td>$860</td>
<td>FY 16: $860</td>
<td>$860</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>28</td>
<td>N/A</td>
<td>NE 5th Ave</td>
<td>Boca Raton Road to NW 20th St</td>
<td>Construct 6’ sidewalk on west side</td>
<td>$675</td>
<td>FY 16: $675</td>
<td>$675</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>29</td>
<td>N/A</td>
<td>Royal Palm Beach Sidewalks</td>
<td>Sidewalks in Royal Palm Beach</td>
<td>Construction of sidewalk connections and striping of crosswalks within residential neighborhoods</td>
<td>$1,875</td>
<td>FY 16: $1,875</td>
<td>$1,875</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
Transportation Alternative Projects

Project Selection
Transportation Alternative projects were selected from applications received by the MPO then scored by an evaluation process that included items such as access to schools, recreation facilities, shopping opportunities and similar activities. The projects were also evaluated for consistency with local and areawide plans. Projects were ranked by the Bicycle/Pedestrian/Greenway Advisory Committee and approved by the advisory committees and the MPO.

Project Funding
Construction of Transportation Alternative Projects proposed for inclusion in the TIP is funded with the federal Transportation Alternative Revenue (TA) on a cost reimbursement basis for eligible expenses. Design of the project is funded by the applicant no less than two years prior to construction funding availability.

Target 3-Year Funding Level from LRTP: ~$10.8M
Actual 3-Year Funding Level in FY 16-20 TIP: ~$11.3M

Changes in the FY 17-21 Priority Project List Include:
1. The first eight (8) projects were fully funded in FY 15 and have been removed from the Priority Project list.
2. One project in FY 16 (Tunison Palms in Boca Raton, project 4331671) was formally withdrawn by the applicant due to lack of adjacent resident support and has been removed from the Priority Project list.
3. The remaining eleven (11) projects are funded in FY 16 thru FY 18 and have been brought forward onto the Priority Project list.
4. There were eight (8) new applications received in this cycle. Altogether these projects requested $4.3M but were competing for $3.19M of available funding in FY 19. The top five applications are proposed for inclusion on the Priority Project list with one backup application.
5. Project #16 on the list, construction of missing sidewalk links near schools in Belle Glade, can only be funded if the city funds design via local sources in FY 16. If the city cannot fund design, the final project on the list will be eligible to receive funding in its place in FY 19.
# Table 3. Transportation Alternative Projects and Funding (in $1000’s)

<table>
<thead>
<tr>
<th>Rank</th>
<th>Applicant</th>
<th>Proj. No.</th>
<th>Project</th>
<th>Location</th>
<th>Improvement</th>
<th>Total Cost</th>
<th>&lt; FY 16</th>
<th>FY 16</th>
<th>FY 17</th>
<th>FY 18</th>
<th>FY 19</th>
<th>FY 20</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Palm Beach County</td>
<td>433169.1</td>
<td>Everglades Street</td>
<td>L-10 Canal</td>
<td>Construct bike/ped bridge over the L-10 canal</td>
<td>$760</td>
<td>$14</td>
<td>TA</td>
<td>LF</td>
<td>$760</td>
<td></td>
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<tr>
<td>2</td>
<td>West Palm Beach</td>
<td>433474.1</td>
<td>Fern Street</td>
<td>Flagler Drive to Tamarind Ave</td>
<td>Construct swales, sidewalks and amenities; Restripe with sharrows</td>
<td>$898</td>
<td>$5</td>
<td>TA</td>
<td>LF</td>
<td>$898</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Royal Palm Beach</td>
<td>433197.1</td>
<td>Sparrow Rd</td>
<td>Sweet Bay Lane to Royal Palm Beach Blvd</td>
<td>Construct 10' pathway and ped/bike bridge over the M-1 Canal</td>
<td>$734</td>
<td>$7</td>
<td>TA</td>
<td>LF</td>
<td>$727</td>
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<tr>
<td>4</td>
<td>Lake Worth</td>
<td>435084.1</td>
<td>5th Avenue</td>
<td>South A Street to South F Street</td>
<td>Improve city right-of-way to construct shared-use path, benches, landscaping and decorative crosswalks</td>
<td>$1,164</td>
<td>$5</td>
<td>TA</td>
<td>LF</td>
<td>$1,159</td>
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<tr>
<td>5</td>
<td>Delray Beach</td>
<td>435080.1</td>
<td>NE 2nd Ave</td>
<td>George Bush Blvd to NE 13th St</td>
<td>Construct sidewalks, add designated bike lanes, reduce vehicle travel lane widths, install landscaping</td>
<td>$733</td>
<td>$5</td>
<td>TA</td>
<td>LF</td>
<td>$729</td>
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<td>6</td>
<td>West Palm Beach</td>
<td>435146.1</td>
<td>Tamarind Ave</td>
<td>Banyan Blvd to Palm Beach Lakes Blvd</td>
<td>Construct sidewalk on west side of corridor, install pedestrian lighting and landscaping</td>
<td>$959</td>
<td>$5</td>
<td>TA</td>
<td>LF</td>
<td>$954</td>
<td></td>
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<tr>
<td>7</td>
<td>Delray Beach</td>
<td>436872.1</td>
<td>NE 2nd Ave</td>
<td>NE 13th St to NE 22nd St</td>
<td>Construct sidewalks, add designated bike lanes, reduce vehicle travel lane widths, install landscaping</td>
<td>$1,629</td>
<td>PE $5</td>
<td>TA</td>
<td>LF</td>
<td>$1,629</td>
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<tr>
<td>8</td>
<td>Palm Beach County</td>
<td>436930.1</td>
<td>Safe Routes to Schools</td>
<td>Australian Ave - 9th St to 13th St Kirk Road - Forest Hill Blvd to Pot O’ Gold St. Military Trail – Dolphin Dr to Old Military Tr</td>
<td>Install overhead school zone flashers</td>
<td>$482</td>
<td>PE $5</td>
<td>TA</td>
<td>LF</td>
<td>$477</td>
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### Table 3 (Continued). Transportation Alternative Projects and Funding (in $1000’s)

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<th>Rank</th>
<th>Applicant</th>
<th>Proj. No.</th>
<th>Project</th>
<th>Location</th>
<th>Improvement</th>
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<th>&lt; FY 16</th>
<th>FY 16</th>
<th>FY 17</th>
<th>FY 18</th>
<th>FY 19</th>
<th>FY 20</th>
<th>FY 19 TA Funding Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Riviera Beach</td>
<td>436873.1</td>
<td>Avenue E</td>
<td>12th St to 24th St</td>
<td>Construct bicycle pathway and pedestrian amenities</td>
<td>$1,055</td>
<td>PE $5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,050</td>
</tr>
<tr>
<td>10</td>
<td>West Palm Beach</td>
<td>436932.1</td>
<td>North Shore Neighborhood</td>
<td>Residential Streets bounded by 45th St, Congress Ave, Australian Ave and Lake Mangonia</td>
<td>Construct ADA compliant ramps and sidewalks, enhanced crosswalks, and signage</td>
<td>$574</td>
<td>PE $5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$569</td>
</tr>
<tr>
<td>11</td>
<td>Royal Palm Beach</td>
<td>436874.1</td>
<td>Okeechobee Blvd</td>
<td>Folsom Rd to SR 7 and Partridge Lane south of Okeechobee Blvd.</td>
<td>Install pedestrian and roadway lighting</td>
<td>$1,542</td>
<td>PE $5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,537</td>
</tr>
<tr>
<td>12</td>
<td>Delray Beach</td>
<td>N/A</td>
<td>Seacrest Blvd</td>
<td>NE 22nd Street to Gulfstream Blvd</td>
<td>Add green bike lanes, wider sidewalks, brick crosswalks and school zone lighting</td>
<td>$751</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$751</td>
</tr>
<tr>
<td>13</td>
<td>Tequesta</td>
<td>N/A</td>
<td>US 1</td>
<td>Beach Rd to Martin County Line</td>
<td>Add buffered bike lanes, street trees and signage.</td>
<td>$589</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$589</td>
</tr>
<tr>
<td>14</td>
<td>Wellington</td>
<td>N/A</td>
<td>Binks Pointe Pathway</td>
<td>Binks Forest Dr. to Flying Cow Road</td>
<td>Construct Multi-use pathway to connect to Wellington Environmental Preserve</td>
<td>$395</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$395</td>
</tr>
<tr>
<td>15</td>
<td>Royal Palm Beach</td>
<td>N/A</td>
<td>ADA Update</td>
<td>Various</td>
<td>Upgrade existing sidewalks to ADA standards in residential neighborhoods</td>
<td>$688</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$688</td>
</tr>
<tr>
<td>16</td>
<td>Belle Glade</td>
<td>N/A</td>
<td>Missing Sidewalks</td>
<td>Various</td>
<td>Construct missing sidewalks near schools</td>
<td>$619</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$619</td>
</tr>
<tr>
<td>17*</td>
<td>West Palm Beach</td>
<td>N/A</td>
<td>ADA Update</td>
<td>Various</td>
<td>Upgrade existing sidewalks to ADA standards near schools</td>
<td>$750</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$750</td>
</tr>
</tbody>
</table>

*Project #17 can only be funded if project #16 cannot fund PE phase via local sources in FY 16.
RESOLUTION MPO 2015-04

RESOLUTION DIRECTING THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION (MPO) STAFF IN THE DEVELOPMENT AND CONTENT OF THE TRANSPORTATION IMPROVEMENT PROGRAM (TIP); PROVIDING AN EFFECTIVE DATE

WHEREAS, 23 CFR §450.324 mandates that the MPO develop a TIP for the metropolitan planning area in cooperation with the State and any affected public transportation operators such that each project or project phase included in the TIP is consistent with the approved metropolitan transportation plan; and

WHEREAS, s. 339.175(8)(b), F.S. mandates that the MPO annually prepare a list of project priorities that considers the approved MPO’s Long-Range Transportation Plan (LRTP); and

WHEREAS, the MPO adopted its LRTP on October 16, 2014; and

WHEREAS, the financial plan of the LRTP contemplated development of projects and programs with federal and state funds in four major categories, each with distinct revenue sources: Strategic Intermodal System (SIS) Projects, Major Highway Transit and Freight Projects, Local Initiative Projects, and Transportation Alternatives Projects.

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

1. The Executive Director and other MPO staff are authorized to coordinate with the Florida Department of Transportation (FDOT) staff during the annual development of FDOT’s Draft Tentative Work Program and the MPO’s TIP to ensure the following funding paradigm is implemented consistent with the MPO’s adopted LRTP, to the maximum extent feasible.

A. SIS Projects proposed for inclusion in the TIP are to be consistent with the MPO’s adopted LRTP and the FDOT’s SIS Adopted 5-Year Plan, Approved 2nd 5-Year Plan and/or FDOT’s SIS Cost Feasible Plan. These projects are to be funded primarily with state-managed SIS revenue and supported by district-managed SIS revenue as provided in the approved SIS plan.
B. Major Highway, Transit and Freight Projects identified on the MPO's annual Priority Project List and proposed for inclusion in the TIP are to be consistent with the MPO's adopted LRTP. These projects are to be funded with a portion of:

- FDOT's allocated share of Surface Transportation Program (SA) funds not sub-allocated to the MPO;
- State Comprehensive Enhanced Transportation System District Dedicated Revenue (DDR) funds to be expended within Palm Beach County pursuant to s. 206.608(2), F.S.;
- State fuel sales tax funds State Primary funds for highways and public transit (DS) and State Public Transportation Office (DPTO) funds to be expended for any legitimate state transportation purpose, with a required minimum for public transportation.

The portion of funding available for Major MPO Priority Projects is expected to be the remaining revenue from these sources after satisfying operations and maintenance requirements, district-managed SIS commitments, and statutory obligations to other modes of transportation.

C. Local Initiative Projects proposed for inclusion in the TIP are to be identified on the MPO's annual Priority Project List. These projects are to be funded with the MPO's suballocated share of Surface Transportation Program funds (SU) where possible in FY 16-19 with all SU Fund revenue allocated to the Local Initiatives Program in FY 20 and forward.

D. All of the MPO's suballocated share of Surface Transportation Program funds (SU) in FY 2017 and forward are to be allocated to either MPO Major Projects or Local Initiatives Projects.

E. Transportation Alternative Projects proposed for inclusion in the TIP are to be identified on the MPO's annual Priority Project List. These projects are to be funded with the federal Transportation Alternative Revenue (TA).

F. Other Minor Projects proposed for inclusion in the TIP (e.g. Local Projects, FDOT safety projects, etc.) are to be funded with discretionary resources that create no adverse impacts on implementation of MPO Priority Projects.

2. This resolution shall take effect upon adoption.

[The remainder of this page left blank intentionally.]
The foregoing Resolution was offered by Councilman Jeff Hmara, who moved its adoption. The motion was seconded by Board member Councilman Bruce Guyton, and upon being put to a vote, the motion passed. The Chairperson thereupon declared the Resolution duly adopted this 18th day of June, 2015.

PALM BEACH METROPOLITAN PLANNING ORGANIZATION

By: [Signature]
Chairperson

ATTEST:

By: [Signature]
Executive Secretary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature]
Assistant County Attorney
VALUES

The Values define the overall transportation priorities within the planning area and are distinguished by ten values with the focus on having a safe, efficient, multi-modal, and purposeful transportation system that serves the public at large. The below table details each of the ten Values:

DIRECTIONS 2040 PLAN VALUES

1. Improve the safety and security of the transportation system for all users.
2. Fund maintenance and rehabilitation of existing infrastructure before expanding.
3. Implement Transportation Systems Management and Operations (TSM&O) and Transportation Demand Management (TDM) strategies to maximize efficiency of existing system before expanding.
4. Maximize benefits of existing transportation revenues.
5. Provide multimodal access to areas with low income and/or traditionally underserved populations.
6. Support context-sensitive implementation of complete street principles in or near identified redevelopment areas or urban centers.
7. Support economic growth and development through projects consistent with local comprehensive plans and with minimal environmental impacts.
8. Promote regionally significant facilities and coordination of projects crossing jurisdictional boundaries to facilitate effective movement of people and goods.
9. Prioritize non-motorized facilities at all transit hubs, interchanges, bridges, and railroad crossings.
10. Invest in an efficient, convenient and attractive mass transit system.

GOALS AND OBJECTIVES

Based on the overall Values, a set of Goals and Objectives were derived. The five Goals are represented as follows:

◆ Goal 1 - Provide an Efficient and Reliable Vehicular Transportation System
◆ Goal 2 - Prioritize an Efficient and Interconnected Mass Transit System
◆ Goal 3 - Prioritize a Safe and Convenient Non-Motorized Transportation Network
◆ Goal 4 - Maximize the efficient Movement of Freight through the Region
◆ Goal 5 - Preserve and Enhance Social and Environmental Resources

Each Goal has between two and five Objectives associated with it. Furthermore, the Goals and Objectives have target values established for years 2025 and 2040, in reference to MAP-21. The adopted Goals and Objectives are presented on the next page.
## GOALS, OBJECTIVES & VALUES

### DIRECTIONS 2040 PLAN GOALS AND OBJECTIVES

<table>
<thead>
<tr>
<th>OBJECTIVE</th>
<th>DESCRIPTION</th>
<th>CURRENT VALUE</th>
<th>2025 TARGET</th>
<th>2040 TARGET</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Goal 1: Provide an efficient and reliable vehicular transportation system</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Reduce the number of thoroughfare intersections with critical sum &gt; 1400</td>
<td>40</td>
<td>30</td>
<td>25</td>
</tr>
<tr>
<td>1.2</td>
<td>Increase the percentage of traffic signals connected to the central control system by fiber optic network</td>
<td>78%</td>
<td>85%</td>
<td>90%</td>
</tr>
<tr>
<td>1.3</td>
<td>Increase the percentage of principal arterials covered by closed circuit TV cameras</td>
<td>55%</td>
<td>65%</td>
<td>75%</td>
</tr>
<tr>
<td>1.4</td>
<td>Increase the percentage of traffic signals with operable vehicle detection</td>
<td>75%</td>
<td>85%</td>
<td>95%</td>
</tr>
<tr>
<td>1.5</td>
<td>Increase the percentage of facilities that accommodate two feet sea level rise For the SIS network</td>
<td>99%</td>
<td>90%</td>
<td>90%</td>
</tr>
<tr>
<td>For the non-SIS thoroughfare network</td>
<td>99%</td>
<td>75%</td>
<td>75%</td>
<td></td>
</tr>
<tr>
<td><strong>Goal 2: Prioritize an efficient and interconnected mass transit system</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Increase the percentage of transit mode choice</td>
<td>1.6%</td>
<td>3%</td>
<td>5%</td>
</tr>
<tr>
<td>2.2</td>
<td>Increase passenger trips per revenue mile For Tri-Rail service</td>
<td>1.36</td>
<td>1.5</td>
<td>2.0</td>
</tr>
<tr>
<td>For Palm Tran fixed route service</td>
<td>1.61</td>
<td>2.0</td>
<td>2.5</td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td>Increase the number of park-n-ride spaces</td>
<td>2,196</td>
<td>3,000</td>
<td>4,000</td>
</tr>
<tr>
<td>2.4</td>
<td>Reduce the average ratio of transit travel time to auto travel time for Palm Tran fixed route system</td>
<td>2.87</td>
<td>2.50</td>
<td>2.00</td>
</tr>
<tr>
<td><strong>Goal 3: Prioritize a safe and convenient non-motorized transportation network</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1</td>
<td>Increase the percentage of Pedestrian mode choice</td>
<td>1.7%</td>
<td>3.5%</td>
<td>5%</td>
</tr>
<tr>
<td>Bicycling mode choice</td>
<td>0.5%</td>
<td>1.5%</td>
<td>3%</td>
<td></td>
</tr>
<tr>
<td>3.2</td>
<td>Increase centerline mileage of Buffered bike lanes</td>
<td>8</td>
<td>50</td>
<td>100</td>
</tr>
<tr>
<td>10-ft or wider shared use pathways</td>
<td>25</td>
<td>75</td>
<td>125</td>
<td></td>
</tr>
<tr>
<td>Designated bike lanes</td>
<td>125</td>
<td>250</td>
<td>500</td>
<td></td>
</tr>
<tr>
<td>Priority bike network operating at LOS C or better</td>
<td>140</td>
<td>350</td>
<td>500</td>
<td></td>
</tr>
<tr>
<td>3.3</td>
<td>Increase percentage of thoroughfare mileage near transit hubs That provides dedicated bicycle facilities (within 3 miles)</td>
<td>10%</td>
<td>20%</td>
<td>40%</td>
</tr>
<tr>
<td>That provides dedicated pedestrian facilities (within 1 mile)</td>
<td>85%</td>
<td>100%</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td><strong>Goal 4: Maximize the efficient movement of freight through the region</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1</td>
<td>Decrease the percentage of SIS facilities, SIS connectors, and non-SIS designated truck routes that exceed capacity (v/c &gt; 1.1)</td>
<td>3.3%</td>
<td>2.5%</td>
<td>1.5%</td>
</tr>
<tr>
<td>4.2</td>
<td>Increase the annual tonnage of freight through The Port of Palm Beach</td>
<td>2.14 M</td>
<td>2.5 M</td>
<td>3.0 M</td>
</tr>
<tr>
<td>Palm Beach International Airport</td>
<td>22K</td>
<td>25K</td>
<td>35K</td>
<td></td>
</tr>
<tr>
<td><strong>Goal 5: Preserve and Enhance Social and Environmental Resources</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.1</td>
<td>Decrease per capita daily fuel use (gallons/person)</td>
<td>1.54</td>
<td>1.25</td>
<td>1.00</td>
</tr>
<tr>
<td>5.2</td>
<td>Decrease per capita daily NOx emissions (grams/person)</td>
<td>50</td>
<td>35</td>
<td>25</td>
</tr>
<tr>
<td>5.3</td>
<td>Decrease per capita daily Hydrocarbon emissions (grams/person)</td>
<td>30</td>
<td>20</td>
<td>10</td>
</tr>
<tr>
<td>5.4</td>
<td>Decrease per capita daily Carbon Monoxide emissions (grams/person)</td>
<td>400</td>
<td>300</td>
<td>250</td>
</tr>
<tr>
<td>5.5</td>
<td>Decrease per capita daily Vehicles Miles Travelled (VMT/person)</td>
<td>25</td>
<td>21</td>
<td>20</td>
</tr>
<tr>
<td>Value</td>
<td>Category</td>
<td>Max</td>
<td>Criteria</td>
<td>Near RA/UC</td>
</tr>
<tr>
<td>-------</td>
<td>----------</td>
<td>-----</td>
<td>----------</td>
<td>------------</td>
</tr>
<tr>
<td>1 &amp; 6</td>
<td>Safety, Security and Complete Streets</td>
<td>15</td>
<td>Project improves non-motorized safety by providing:</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>buffered bike lanes - 2</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>10'+ shared-use pathways - 1.5</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>designated bike lanes - 1</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>new sidewalks - 0.5</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Project improves vehicular safety (project must demonstrate)</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Project improves performance of hurricane evacuation route</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Project mitigates impacts of sea level rise</td>
<td>2</td>
</tr>
<tr>
<td>2</td>
<td>Maintenance</td>
<td>10</td>
<td>Project improves infrastructure in unacceptable condition with widespread advanced signs of deterioration; potential imminent failure</td>
<td>10</td>
</tr>
<tr>
<td></td>
<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>8</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Owner/operator provides commitment to fund O&amp;M of capacity expansion</td>
<td>5</td>
</tr>
<tr>
<td>3</td>
<td>TSM&amp;O / TDM</td>
<td>10</td>
<td>Non-capacity project implements TSM strategies</td>
<td>7</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Non-capacity project implements TDM strategies</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Capacity project improves Thoroughfare intersection(s) where critical sum &gt; 1400</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Capacity project expands fiber optic traffic signal network</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Capacity project expands CCTV camera coverage area on principal arterials</td>
<td>2</td>
</tr>
<tr>
<td>4</td>
<td>Project Benefit and Leveraged Funds</td>
<td>2</td>
<td>Project fills in missing link in transportation system</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Benefit/Cost Ratio or Return on Investment</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&gt;4</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3-4</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
<td>1-2</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&gt;4</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>25%</td>
<td>2</td>
</tr>
<tr>
<td>5</td>
<td>Equity</td>
<td>5</td>
<td>Median income of benefit area vs PBC median income ($52,806)</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&lt; 60%</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>60 - &lt;80%</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>80% - &lt;100%</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&gt;80%</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&gt;60 - 80%</td>
<td>4</td>
</tr>
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<td></td>
<td></td>
<td></td>
<td>&gt;40% -60%</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&gt;20% - 40%</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>5-20%</td>
<td>1</td>
</tr>
<tr>
<td>6</td>
<td>Econ Dev/ Envir. Steward</td>
<td>10</td>
<td>Project is consistent with all applicable local comprehensive plans</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Project is likely to be a NEPA categorical exclusion or EA FONSI</td>
<td>5</td>
</tr>
<tr>
<td>8</td>
<td>Regional Freight</td>
<td>5</td>
<td>Project improves capacity on congested SIS facility/connector or non-SIS truck route</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>v/c &gt; 1.2</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>v/c &gt; 1.1</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>v/c &gt; 1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Project improves efficient movement of freight in region</td>
<td>5</td>
</tr>
<tr>
<td>9</td>
<td>Non-motorized Connectors</td>
<td>10</td>
<td>Project improves non-motorized facilities at an interchange, bridge, or railroad crossing</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Project improves non-motorized facilities on Thoroughfare within 2 miles of a transit hub</td>
<td>4</td>
</tr>
<tr>
<td>10</td>
<td>Efficient Transit</td>
<td>10</td>
<td>Project improves service at a transit hub</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Project reduces transit travel time between transit hubs</td>
<td>4</td>
</tr>
</tbody>
</table>

Note: The procedure was utilized for the Directions 2040 Plan. It is not an adopted procedure and it may be updated regularly as part of the MPO’s annual revenue allocation process.
## SU Fund Summary in FY 16-20 TIP

<table>
<thead>
<tr>
<th>Category</th>
<th>Project No.</th>
<th>Name</th>
<th>Scope</th>
<th>Phase</th>
<th>Fund</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIS*</td>
<td>4193452</td>
<td>SR-80/SOUTHERN BLVD FROM W OF LION COUNTRY SAFARI TO CRESTMONT / FOREST HILL BLVD</td>
<td>WIDEN, 4 TO 6 LANES</td>
<td>ROW</td>
<td>SU</td>
<td>718,532</td>
</tr>
<tr>
<td>SIS*</td>
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<td>SR-80/SOUTHERN BLVD AT SANSBURY WAYLYONS RD.</td>
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<td>I-95 AT LINTON BOULEVARD INTERCHANGE</td>
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<td>SIS**</td>
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<td>QUIET ZONE/SAFETY IMPVMTS FEC CROSSINGS- COUNTYWIDE</td>
<td>CONSTRUCT QUIET ZONE AND PEDESTRIAN IMPROVEMENTS</td>
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<td>SR-7 FROM 60TH ST. TO NORTHLAKE BLVD.</td>
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<td>CONSTRUCT BIKE LANES AND SIDEWALKS</td>
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<td>FOREST HILL BLVD/SR-822 E. OF OLIVE TREE BLVD RIVER BRIDGE CENTER</td>
<td>RESURFACING</td>
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<td>Minor Projects</td>
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<td>LYONS ROAD FROM NORTE LAGO TO PINE SPRINGS DRIVE</td>
<td>MISCELLANEOUS CONSTRUCTION</td>
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<td>Roadway O&amp;M</td>
<td>4153141</td>
<td>SR-850/SR-811 FROM US-1 TO S OF RCA BLVD</td>
<td>RESURFACING</td>
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Notes:  
*SIS corridor project is also MPO Major Priority Project #3  
**SIS intersection project is also MPO Local Initiative Priority Project #1
<table>
<thead>
<tr>
<th>Rank</th>
<th>Project</th>
<th>Location</th>
<th>Improvement</th>
<th>Total Cost</th>
<th>Safety &amp; Security</th>
<th>Maint.</th>
<th>TSM&amp;O</th>
<th>Benefit &amp; Equity</th>
<th>Economic</th>
<th>Regional</th>
<th>Non-motorized</th>
<th>Transit</th>
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<tbody>
<tr>
<td>1</td>
<td>Video Camera Detection</td>
<td>27 mast arm traffic signals with loop detection</td>
<td>Replace inductive loops with video camera detection</td>
<td>$1,000</td>
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<td>0</td>
<td>5 4 3 2</td>
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<td>2</td>
<td>Delray Beach Greenway</td>
<td>Lowson Blvd to Atlantic Ave</td>
<td>Construct 12’ Multi-use path</td>
<td>$881</td>
<td>4 1 0 0 3 2 2 0 4 0</td>
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<td>3</td>
<td>Clint Moore Road</td>
<td>Congress Ave to NW 2nd Ave.</td>
<td>Construct 8’+ shared use pathway on the south side of the corridor</td>
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<td>4</td>
<td>Swinton Ave</td>
<td>S 10th St to NE 4th St</td>
<td>Widen to provide two 10’ travel lanes, 4’ bike lanes and 6’ sidewalks. Add street lighting, drainage, landscaping.</td>
<td>$1,970</td>
<td>4 0 0 0 0 1 4 0 0 0</td>
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<td>5</td>
<td>New Lake Worth Trolley</td>
<td>Tri-Rail Station to Lake Worth Beach</td>
<td>Purchase three (3) vehicles</td>
<td>$645</td>
<td>0 0 0 0 3 2 2 0 0 0</td>
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<td>6</td>
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<tr>
<td>6</td>
<td>Two New WPB Trolley Routes</td>
<td>Tri-Rail Station to northern and southern WPB</td>
<td>Purchase seven (7) vehicles to support new trolley service</td>
<td>$1,505</td>
<td>0 0 0 0 1 3 2 0 0 0</td>
<td>0</td>
<td>6</td>
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<tr>
<td>7</td>
<td>Palm Tran Bus Shelters</td>
<td>Various locations along existing bus routes</td>
<td>Construct 30 transit shelters</td>
<td>$600</td>
<td>0 0 0 0 3 3 0 0 0</td>
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<td>6</td>
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<tr>
<td>8</td>
<td>WPB Trolley Shelters</td>
<td>Seven locations along existing trolley lines</td>
<td>Construct trolley shelters</td>
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<td>9</td>
<td>Homewood Blvd</td>
<td>Old Germantown Rd to Lowson Blvd</td>
<td>Install bike lanes and sidewalks</td>
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<td>10</td>
<td>Royal Palm Beach Sidewalks</td>
<td>Sidewalks in Royal Palm Beach</td>
<td>Construction of sidewalk connections and striping of crosswalks within residential neighborhoods</td>
<td>$1,875</td>
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<tr>
<td>11</td>
<td>New Boca Raton Trolley</td>
<td>Tri-Rail Station to Downtown and Downtown Circulator</td>
<td>Purchase seven (7) vehicles to support new trolley service</td>
<td>$1,505</td>
<td>0 0 0 0 1 0 0 0 0 0</td>
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<td>6</td>
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<tr>
<td>12</td>
<td>George Bush Blvd</td>
<td>NE 2nd Ave to A1A</td>
<td>Widen to provide two 10’ travel lanes, 5’ bike lanes and 6’ sidewalks. Add street lighting, drainage, landscaping.</td>
<td>$2,732</td>
<td>2 1 0 0 0 0 2 0 0</td>
<td>2 0</td>
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<tr>
<td>13</td>
<td>Existing Delray Beach Trolley</td>
<td>Tri-Rail Station to Atlantic Ave/A1A</td>
<td>Replace four (4) vehicles</td>
<td>$860</td>
<td>0 0 8 0 0 0 0 0 2</td>
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<td>14</td>
<td>NE 5th Ave</td>
<td>Boca Raton Road to NW 20th St</td>
<td>Construct 6’ sidewalk on west side</td>
<td>$675</td>
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</table>
Phases 1A and 2 Northwood Connections
Palm Beach County, Florida

FPID numbers: 434948-1 and 434948-2

Palm Beach MPO

MPO Board Meeting

Presentation by
Florida Department of Transportation
District Four

Thursday, July 16, 2015 • 9:00am
Agenda

- Project Location
- Project Status
- Proposed Improvements
- Benefits/Impacts
- Public Involvement
- Project Schedule
**Project Location**

- City of West Palm Beach
- Between Florida East Coast (FEC) Railway and South Florida Railroad Corridor (SFRC)
- FEC serves freight and future All Aboard Florida & Tri-Rail passenger service
- SFRC serves Amtrak, Tri-Rail, CSX freight
Purpose and Need

- Active connection needed between SFRC and FEC
- Improved freight mobility
- Connects major ports to intermodal centers
- Serve existing and future freight (not higher than historical freight levels)
- Other goals:
  - Enhance capacity on roadway network due to freight efficiency
  - Potentially serve Tri-Rail Coastal Link future passenger rail and potential Tri-Rail extension to Jupiter
Project Timeline

- **DEC 2013**: Northwood Public Workshop
- **SPRING 2014**: Preliminary Design began
- **JUNE 2014**: Environ. Study completed
- **AUG 2014**: TIGER Grant signed
- **MAY 2015**: Design Public Workshop
- **JUNE 2015**: Phase 1A Procurement
  - Phase 2
  - Final Design; ROW Phase (2014-2017)
- **SEP 2015**: Phase 1A Construction
Design Phase Process

Allows for Public and Agency Input

- Start Design Phase Spring 2014
- Data Collection
- Design Analysis
- Develop Preliminary Design Plans
- Refine Preliminary Design Plans
- Finalize (30%) Design Plans

- Agency Coordination
- Federal Railroad Agency Review & Comment
- Design Public Workshop
Existing Land Uses

- Industrial land uses
- Historical freight rail activity
- No residential property impacts
- Neighborhoods - North Tamarind, Northwood Hills and Old Northwood
- Northwood Village east of FEC
Proposed Improvements
Northwood – Phase 1A

• Rehabilitate existing single track (approx. 0.75 miles)

• Northwest to Southeast orientation

• New gate arms/signal equipment at six grade crossings

• Existing FDOT right-of-way
Proposed Improvements
Northwood – Phase 2

- Construct new single track (approx. 0.5 miles)
- Northeast to Southwest orientation
- New gate arms/signal equipment at 5 new public grade crossings
- Approx. 2.4 acres of new railroad right-of-way
Rail Operations on Proposed Connections

- Project is shifting freight from FEC to SFRC not adding more freight
- Late 2016: Up to 6 freight trains (in each direction) on the Phase 1A Rehabilitated Northwood Connection (until Phase 2 is built)

- Late 2018: Up to 6 freight trains on the Phase 2 New Northwood Connection
  - One (1) freight train (in each direction) on Phase 1A in ultimate condition
- Freight trains will operate after 7 p.m.
- Maximum design speeds are 15-20 mph
Community Redevelopment Agency’s District

- Economic Analysis coordinated with City/CRA in 2013

- Local Benefits
  - Infrastructure enhancements
  - Construction jobs
  - Redevelopment, potential of increased property values and jobs

- Regional Benefits
  - Total net present value of $1.125 billion in regional benefits
Noise/Vibration

• Noise and Vibration Assessment
  – No significant impacts
    • Based on surrounding noise and existing/historical trains
  – Phase 2
    • Potential Moderate Noise Impacts (less than 3 dBA increase) to North Tamarind community (up to 20 homes)
  – No noise abatement measures proposed because they do not meet federal criteria for overall noise reduction
Safety Measures

• SFRC
  – Existing Quiet Zone

• FEC
  – Noise will not increase due to project

• Northwood Connection
  – Supplemental Safety Measures proposed for driver safety
  – Phase 2: Four-Quad Gates at public crossings
  – Phase 1A: Four-Quad Gates at two crossings
    • Meet FRA’s current requirements for City to apply for Quiet Zone
    • Additional analysis and coordination with City/FEC ongoing
Traffic

• Trains proposed to operate at night to minimize traffic delays

• No significant impacts anticipated

• Design will include enhancements for traffic coordination
  – Connectivity with adjacent grade crossings and traffic signal at 25th Street/Tamarind Avenue
Project Partners

• Lead Federal Agency - Federal Railroad Administration (FRA)
  – Awarded $13.75 Million 2013 TIGER grant

• Joint Development Partners
  – Project Costs: Phase 1A - $13.3 M, Phase 2 - $27.5 M

• Key Stakeholders
Northwood Public Workshop

- Tuesday, May 12, 2015; 5:30 – 7 pm
- Gaines Park, Mary V. McDonald-Wilson Community Center
- 43 public attendees
- Northwood Hills HOA presentation May 19, 2015
# Project Schedule

<table>
<thead>
<tr>
<th>Phase 1A: Rehabilitate Existing Northwood Connection</th>
<th>Phase 2: New Northwood Connection</th>
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<tbody>
<tr>
<td>Environmental Study &amp; Study Approval</td>
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<tr>
<td>Design</td>
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<tr>
<td>Design Phase: Plan, Specs, &amp; Estimate (PS&amp;E) Approval</td>
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<tr>
<td>Right-of-Way (ROW) Acquisition</td>
<td><strong>PHASE 2 ONLY: ROW ACQUISITION</strong></td>
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<tr>
<td>Procurement</td>
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<td>Construction</td>
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<td>Q3</td>
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Project Contact

Marjorie Hilaire, P.E.
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www.railprogress.com
Phases 1A and 2 Northwood Connections

Palm Beach County, Florida

FPID numbers: 434948-1 and 434948-2
# MPO Provides Transit Funding

<table>
<thead>
<tr>
<th>Project #</th>
<th>Project Details</th>
<th>FY 2015</th>
<th>MPO Project</th>
<th>Project Total</th>
<th>Key Questions</th>
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</table>
| 3         | Palm Tran Countieside Bus Purchase      |           | $3,000,000  | $3,000,000    | 1. Which routes will be affected?  
|           |                                         | 2014      |             |               | 2. Impact on new service?  
| 2         | ICT/Palm Tran Easy Card Interface with MDT/SRTA | 2015    | $820,000    | $1,320,000    | 3. Status of ICT joint procurement for pilot project?  
| 5         | Palm Tran Bus Shelter                  | 2015      | $550,000    | $500,000      | 4. Timeline for construction (get input from City)?  
| 4         | Palm Tran Route 43 Transit Signal Priority | 2015    | $1,250,000  | $1,250,000    | 1. Timeline for implementation?  
| 5         | Palm Tran Route 62 Transit Signal Priority | 2015    | $1,250,000  | $1,250,000    | 2. Major items to be purchased/installed (e.g., signal cabinet, bus transmitters, network database, others)?  
| 6         | Delray Beach Maintenance Facility       | 2017      | $1,500,000  | $6,400,000    | 1. Project location (area & size, proximity to existing facility)?  
| 7         | West Palm Beach Maintenance Facility    | 2020      | $1,000,000  | $3,000,000    | 2. Existing parking & maintenance capacity (if project vs. no project)?  

**Bigger, Better Bus Shelter**

- Camino Real Transit Infrastructure

**Bus & Employee Parking at Capacity**

- Palm Tran Maintenance Facilities

**Palm Tran is Going Green**

- #4333421 Palm Countywide Bus Purchase
- Hybrid / Electric / Diesel
- Used exclusively on trunk routes
- Increased efficiency
- Popular: Diesel 4.4 MPG
- Hybrid 6.1 MPG

**Regional Smart Cards**

- Easy Card Interface with MDT & SRTA
- Proof of Concept
- Completed Tasks
- Next Steps

**Projects**

- #144705 (WATS 2000)
- #144704 (Delay 2009)

**Completed Tasks**

- Environmental Study
- Local impact
- FTA Approvals
- Final Procurement
- Construction

**Next Steps**

- Design Development
- Plan Development
- Construction
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<tr>
<th>Project #</th>
<th>Project Details</th>
<th>FY</th>
<th>MPO Funding</th>
<th>Project Total</th>
<th>Key Questions</th>
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<td>1) Which routes benefited?  2) Impact of new buses on existing service?</td>
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<td>BCT/Palm Tran Easy Card Interface with MDT/SFRTA</td>
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<td>$1,320,000</td>
<td>1) Status of BCT joint procurement for pilot project?  2) Intended scope?</td>
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<td>2013</td>
<td>$500,000</td>
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<td>3) Realistic timeline for system wide implementation?  4) Realistic budget for</td>
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<td>system wide implementation?</td>
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<td>3</td>
<td>Palm Tran Bus Shelter Camino Real off Dixie Hwy</td>
<td>2015</td>
<td>$50,000</td>
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<td>1) Timeline for construction (get input from City)?</td>
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<td>1) Timeline for implementation?  2) Major items to be purchased/installed (i.e.</td>
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<td>signal cabinet, bus transmitters, network database, others?)</td>
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<td>$1,250,000</td>
<td>3) Intended goal/outcome for project?</td>
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<td>Delray Beach Maintenance Facility</td>
<td>2017</td>
<td>$1,500,000</td>
<td>$5,400,000</td>
<td>1) Project location (aerial &amp; size, proximity to existing facility)  2)</td>
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<td>Existing parking &amp; maintenance capacity (w/o project vs. w/project)</td>
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<td>3) Other funding source &amp; amount (PE FY 17; CST FY 18)  4) Requested MPO</td>
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<td>funds to compensate construction</td>
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<td>West Palm Beach Maintenance Facility</td>
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<td>$1,000,000</td>
<td>$3,200,000</td>
<td>1) Project location (aerial &amp; size, proximity to existing facility)  2)</td>
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<td>Existing parking &amp; maintenance capacity (w/o project vs. w/project)</td>
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<td>3) Other funding source &amp; amount (PE FY 19; CST FY 20)  4) Requested MPO</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>funds to compensate construction</td>
</tr>
</tbody>
</table>
Palm Tran is Going Green

Palm Tran Countywide Bus Purchase

- 5 Hybrid (Electric/Diesel) Buses
- Ideal for stop-and-go traffic
- Used exclusively on trunk routes
- Increased efficiency
- Regular Diesel 4.4 MPG
- Hybrid 5.1 MPG
Regional Smart Cards

Easy Card Interface w/ MDT & SFRTA

Proof of Concept
- $1.32M
- Farebox Modification
- Routes 91, 92, 94

Completed Tasks
- Interlocal w/ BCT
- Interlocal w/ Partners
- RFP v1

Next Steps
- RFP v2 (9/15)
- Vendor (2/16)
Bigger, Better Bus Shelter #435851
Camino Real Transit Infrastructure

Project
• $50k

Completed Tasks
• Funding Programmed
• Interlocal Agreement

Next Steps
• Construction
Buses get the green light!
Signal Priority on Routes 43 & 62

Projects
- #4317621 - Route 43
- #4317631 - Route 62

Completed Tasks
- On board surveys
- Technical Analysis

Next Steps
- RFP (8/2015)
- Vendor Selection (2/2016)
- Field Integration (12/2016)
Bus & Employee Parking at Capacity
Palm Tran Maintenance Facilities

Projects
- #4347342 WPB (2020)
- #4347352 Delray (2019)

Completed Tasks
- Environmental Study
- Limited Scope Review
- FTA Approval
- Land Procurement
- Conceptual Design

Next Steps
- Design Development
- Plan Development
- Construction
MPO Provides Transit Funding

<table>
<thead>
<tr>
<th>Project #</th>
<th>Project Details</th>
<th>FY</th>
<th>MPO Funding</th>
<th>Project Total</th>
<th>Key Questions</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Palm Tran Countywide Bus Purchase</td>
<td>2014</td>
<td>$3,000,000</td>
<td>$3,000,000</td>
<td>1) Which routes benefited? 2) Impact of new buses on existing service?</td>
</tr>
<tr>
<td>2</td>
<td>ICT/Palm Tran Easy Card Interface with MDT &amp; SFRTA</td>
<td>2015</td>
<td>$820,000</td>
<td>$1,220,000</td>
<td>1) Status of ICT joint procurement plan 2) Intended scope? 3) Timeline for system wide implementation?</td>
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<td>5</td>
<td>Palm Tran Bus Shelter Camino Real off Dole Way</td>
<td>2015</td>
<td>$500,000</td>
<td>$500,000</td>
<td>1) Timeline for construction (get input from City)?</td>
</tr>
<tr>
<td>4</td>
<td>Palm Tran Route 43 Transit Signal Priority</td>
<td>2015</td>
<td>$1,250,000</td>
<td>$1,250,000</td>
<td>1) Timeline for implementation? 2) Major items to be purchased/installed (i.e. signal cabinet, bus transmitters, network database, others)? 3) Intended goal/outcome for project?</td>
</tr>
<tr>
<td>5</td>
<td>Palm Tran Route 62 Transit Signal Priority</td>
<td>2015</td>
<td>$1,250,000</td>
<td>$1,250,000</td>
<td>1) Timeline for implementation? 2) Major items to be purchased/installed (i.e. signal cabinet, bus transmitters, network database, others)? 3) Intended goal/outcome for project?</td>
</tr>
<tr>
<td>6</td>
<td>Delray Beach Maintenance Facility</td>
<td>2017</td>
<td>$1,500,000</td>
<td>$6,400,000</td>
<td>1) Project location (area &amp; size, proximity to existing facility) 2) Existing parking &amp; maintenance capacity (vs project vs. no project) 3) Other funding source &amp; amount (FY 17, CST FY 18) 4) Requested MPO funds to compensate construction</td>
</tr>
<tr>
<td>7</td>
<td>West Palm Beach Maintenance Facility</td>
<td>2020</td>
<td>$1,000,000</td>
<td>$3,000,000</td>
<td>1) Project location (area &amp; size, proximity to existing facility) 2) Existing parking &amp; maintenance capacity (vs project vs. no project) 3) Other funding source &amp; amount (FY 18, CST FY 20) 4) Requested MPO funds to compensate construction</td>
</tr>
</tbody>
</table>

Bigger, Better Bus Shelter #435851
Camino Real Transit Infrastructure

Projects
- #437201 WPT (2015)
- #437202 Delay (2015)

Completed Tasks
- Environmental Study
- Utility Study
- Final report

Next Steps
- Design Development
- Plan Development
- Construction

Buses get the green light!
Signal Priority on Routes 43 & 62

Projects
- #437201 WPT (2015)
- #437202 Delay (2015)

Completed Tasks
- Environmental Study
- Utility Study
- Final report

Next Steps
- Design Development
- Plan Development
- Construction

Bus & Employee Parking at Capacity
Palm Tran Maintenance Facilities

Projects
- #437201 WPT (2015)
- #437202 Delay (2015)

Completed Tasks
- Environmental Study
- Utility Study
- Final report

Next Steps
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- Plan Development
- Construction

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Regional Smart Cards
Easy Card Interface w/ MDT & SFRTA

Proof of Concept
- #437201 WPT (2015)
- #437202 Delay (2015)

Completed Tasks
- Environmental Study
- Utility Study
- Final report

Next Steps
- Design Development
- Plan Development
- Construction