GOVERNING BOARD MEETING AGENDA

DATE: THURSDAY, MAY 18, 2017
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 May 18, 2017
   E. MOTION TO APPROVE Minutes for April 20, 2017
   F. Comments from the Chair
   G. Executive Director’s Report
   H. MOTION TO APPROVE Consent Agenda Item
      1. Appointment of Mr. Josh Montefusco on the MPO’s Citizens Advisory Committee (CAC) as nominated by Council Member Joni Brinkman. A summary of qualifications is attached.
      2. Appointment of Mr. William Klein on the MPO’s CAC as nominated by Mayor Anne Gerwig. A summary of qualifications is attached.
      3. Appointment of Mr. Erik Ferguson as the Representative for the City of West Palm Beach on the Technical Advisory Committee (TAC). A summary of qualifications is attached.
      4. Appointment of Ms. Milory Senat as the Agency for Persons with Disabilities (APD) Representative to the MPO’s Transportation Disadvantaged Local Coordinating Board (TDLCB). A summary of qualifications is attached.
      5. Appointment of Ms. Tessie Watts as the Area Agency on Aging (AAA) Representative to the MPO’s Transportation Disadvantaged Local Coordinating Board (TDLCB). A summary of qualifications is attached.
I. General Public Comments

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

J. Special Presentation on Presidential Visit Traffic Impacts – Time Certain at 9:30 a.m. Captain Michael Wallace of the Palm Beach County Sheriff’s Office will provide a summary of the traffic impacts associated with presidential visits to Palm Beach County and how the various agencies involved are coordinating to address them. Palm Beach County Engineering staff will also be available to address board member questions.

2. ACTION ITEMS

A. MOTION TO ADOPT a Resolution for Sponsorships at MPO hosted events

The attached resolution will establish a standard sponsorship agreement for MPO hosted events and authorize the MPO Executive Director to execute standard sponsorship agreements for contributions not to exceed $10,000. Any contributions exceeding $10,000 must be approved by the MPO Governing Board.

B. MOTION TO CREATE an MPO Governance Committee

The adopted by-laws authorize the MPO to establish a committee to investigate and report on specific subject areas. The MPO has executed the attached interlocal agreement with the county for staff and services that has a five-year term ending on September 30, 2018. The agreement allows the MPO to extend the term an additional five years by notifying the county of this election by September 30, 2017. Staff is requesting creation of a 7-member committee to review the current agreement and recommend that the MPO extend it, modify it, or terminate it. The committee would meet at least once before the July MPO meeting, update the board at that meeting, then meet again in August and make a final recommendation at the September MPO Board meeting.

C. MOTION TO CREATE an MPO Strategic Plan Committee

The MPO adopted a strategic plan in September 2016 that includes the attached goals and objectives to focus the MPO on specific, measurable and attainable outcomes. These are to be reported on and reviewed annually as a means of evaluating the performance of the Executive Director and as an opportunity to refocus the MPO on the right objectives for the upcoming year. Staff is requesting creation of a 5-member committee to meet once in June to review progress and then make recommended updates at the July MPO board meeting. The goals and objectives of the strategic plan are attached.

3. INFORMATION ITEMS

A. MPO Branding Preferences

Strategic plan objective 2.A directed the MPO to establish and implement an updated brand. Roar Media staff will present on various components of a brand identity and ask the MPO board members to provide input as to their preferences to guide the effort. RF voting cards will be used to collect MPO board preferences in order to facilitate and focus the discussion.
B. Draft FY 18 – 22 Transportation Improvement Program (TIP)

The draft Executive Summary for the FY 18 – 22 TIP is attached. This program was developed based on information provided from the Florida Department of Transportation (FDOT) and various local sources and includes transportation projects funded by federal, state and local sources for all modes of transportation. The program reflects revenue expectations for the next five fiscal years and shows phases and funding sources by year for each project. The full TIP document can be accessed at www.PalmBeachMPO.org/TIP

C. Correspondence

1. April 17, 2017 Letter from the Village of Palm Springs – MPO Board Appointment

D. Partner Agency Updates

1. Agency staff from Palm Tran, SFRTA/Tri-Rail, FDOT and/or Palm Beach County Engineering may provide brief updates on items relevant to the MPO.

4. ADMINISTRATIVE ITEMS

A. April 2017 Public Involvement Activity Report

B. MPO FY 2017 Third Quarter Fiscal Report

C. Member Comments

D. Next Meeting – June 15, 2017

E. 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.
MPO GOVERNING BOARD MEMBERS

CHAIR
Susan Haynie, Mayor
City of Boca Raton
Alternate: Scott Singer, Council Member

Robert Weinroth, Council Member
City of Boca Raton
Alternate: Jeremy Rodgers, Council Member

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

Steven B. Grant, Mayor
City of Boynton Beach
Alternate: Mack McCray, Commissioner

Cary D. Glickstein, Mayor
City of Delray Beach
Alternate: Jim Chard, Vice Mayor

Joel Flores, Mayor
City of Greenacres
Alternate: Councilman Peter Noble

Jim Kuretski, Council Member
Town of Jupiter
Alternate: Wayne Posner, Council Member

Pam Triolo, Mayor
City of Lake Worth
Alternates: Scott Maxwell, Vice-Mayor & Andy Amoroso, Vice Mayor Pro Tem

Maria Marino, Mayor
City of Palm Beach Gardens

Joni Brinkman, Council Member
Village of Palm Springs
Alternate: Dawn Cox, Council Member

Katherine Waldron, Commissioner
Port of Palm Beach

VICE CHAIR
Hal Valeche, Commissioner
Palm Beach County

Paulette Burdick, Mayor
Palm Beach County

Steven L. Abrams, Commissioner
Palm Beach County

Melissa McKinlay, Vice-Mayor
Palm Beach County

Mary Lou Berger, Commissioner
Palm Beach County

Palm Beach County Alternates:
Dave Kerner, Commissioner
Mack Bernard, Commissioner

Lynne Hubbard, Council Member
City of Riviera Beach
Alternate: Terence D. Davis, Council Member

Fred Pinto, Mayor
Village of Royal Palm Beach
Alternate: Jeff Hmara, Vice-Mayor

Anne Gerwig, Mayor
Village of Wellington
Alternate: Michael Napoleone, Councilman

Keith A. James, Commissioner
City of West Palm Beach

Shanon Materio, Commissioner
City of West Palm Beach

West Palm Beach Alternate:
Paula Ryan, Commissioner

Gerry O’Reilly, District 4 Secretary
FDOT Non-Voting Advisory Member
1. REGULAR ITEMS

Mayor Haynie called the meeting to order at 9:02 a.m.

1.A. Roll Call

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

1.B. Prayer – Led by Mayor Steve Wilson

1.C. Pledge of Allegiance

Commissioner Paula Ryan joined the meeting at 9:05 a.m.

1.D. ADOPTED: Agenda for April 20, 2017

MOTION to adopt Agenda for April 20, 2017. Motion by Commissioner Berger, seconded by Mayor Burdick, and carried unanimously. Mayor Triolo, Vice Mayor McKinlay and Council Member Weinroth were absent.

1.E. APPROVED: Minutes for March 16, 2017

MOTION to approve the Minutes for March 16, 2017. Motion by Commissioner Materio, seconded by Mayor Burdick, and carried unanimously. Mayor Triolo, Vice Mayor McKinlay and Council Member Weinroth were absent.

1.F. Comments from the Chair

Mayor Haynie commented as follows:

- She noted herself and Mr. Uhren attended the Florida Metropolitan Planning Organization Advisory Committee (MPOAC) meeting last week in Cocoa Beach, Florida.
- She noted a handout was given regarding the Legislative Agenda for the MPOAC, and stated further discussion can ensue after Representatives review the provided information.
1.G. Executive Director’s Report

Mr. Uhren reported as follows:

1. He stated the Florida Department of Transportation (FDOT) is currently conducting project development and environmental (PD&E) studies proposing additional funding for two interchange projects that are not in the MPO’s Long Range Transportation Plan (LRTP). He noted at the December 12, 2016 MPO Board meeting, the Board directed FDOT to bring requested amendments forward for these two projects. He stated when FDOT presented the requested amendments to the Technical Advisory Committee (TAC) at the April 5, 2017 meeting, the TAC tabled the requests to allow additional time for the City of Palm Beach Gardens and the City of West Palm Beach to work with FDOT to address concerns and refine alternatives. He noted the requested amendments are expected to come to the MPO Board at the June or July meeting.

2. He stated the Florida’s Turnpike will be holding a design public information meeting at the West Boynton Recreation Center on Tuesday, May 2nd at 5:30 p.m. to discuss the improvements on Florida’s Turnpike from Boynton Beach Boulevard to north of Lake Worth Road.

3. He mentioned that the Palm Beach MPO, together with the Broward MPO and Miami-Dade TPO, were one of seven finalists for a national award of technical support to advance complete streets in South Florida. He noted that the Knoxville, Nashville and Chattanooga were selected for the award, and stated the MPO will monitor the program to consider whether a similar outcome could be established as a joint MPO initiative.

4. He reported the MPO is working to schedule the requested road impact fee workshop in early May and will use that workshop to refine the desired path forward, and then formulate an appropriate question for an attorney general opinion regarding charter amendment authority and flexibility.

5. He stated as a part of completing Strategic Plan objective 2.A, the MPO is kicking off a branding exercise with Roar Media to facilitate the process. He stated draft content will be presented to the MPO Board at the June and July meetings.

6. He noted the first meeting of the Palm Beach MPO occurred on November 10, 1977, and to commemorate 40 years of transportation planning, the MPO will be celebrating its 40th anniversary at the Governing Board meeting on December 14, 2017.

7. He briefly noted the Legislative Agenda for the MPOAC was provided at the dais, and he welcomed any questions or discussion.

1.H. APPROVED: Consent Agenda Item

1. Palm Beach MPO’s FY 18 Operating Budget

2. Resolution recommending that the Florida Commission for Transportation Disadvantaged (CTD) re-designate the Board of County Commissioners (BCC) of Palm Beach County as the Community Transportation Coordinator (CTC) for Palm Beach County.

3. Appointment of Mr. Jorge Perez as an Alternate for the Palm Beach County Planning Department on the Technical Advisory Committee (TAC).

4. Appointment of Mr. Gary Dunmyer as the Representative for the City of Boynton Beach on the Bicycle, Trailways, Pedestrian Advisory Committee (BTPAC).
5. Appointment renewals to MPO Advisory Committees
   a. Ms. Angela Usher as Representative for the School District of Palm Beach County to the TAC through April 2020
   b. Mr. Michael Owens as Representative for the School District of Palm Beach County to the BTPAC through April 2020

6. Appointment renewals to the Transportation Disadvantaged Local Coordinating Board (TDLCB)
   - Mr. Myron Nagelberg, representing Florida’s Department of Veteran’s Affairs
   - Ms. Sharon Greene, representing the local medical community
   - Mr. Tomas Boiton, citizen’s advocate
   - Mr. David Rafaidus, representing Palm Beach County’s Community Action
   - Mr. David Evans, representing the elderly

MOTION to Approve the Consent Agenda. Motion by Mayor Pinto, seconded by Mayor Glickstein, and carried unanimously. Mayor Triolo, Vice Mayor McKinlay and Council Member Weinroth were absent.

1.I. General Public Comments

There were no general public comments received.

2. ACTION ITEMS

2.A. ADOPTED: a Long Range Transportation Plan (LRTP) Amendment to add improvements at I-95 and Woolbright Road to the Cost Feasible Plan (CFP) with construction in FY 2024

MS. LISA DYKSTRA, FDOT District Four Strategic Intermodal System (SIS) Coordinator/Transportation Planning Manager, presented this item. She briefly noted four I-95 interchange project LRTP Amendments were being requested at Glades Road, Woolbright Road, Northlake Boulevard and 45th Street. She stated they were presented to the MPO’s advisory committees and noted the tabled items from the TAC.

Vice Mayor Melissa McKinlay joined the meeting at 9:20 a.m.

MS. DYKSTRA reviewed the I-95 at Woolbright Road Interchange Project study area, origin, purpose and need for the project, issues identified in the Master Plan, interim improvements, and design concepts. She discussed the potential impacts and benefits, as well as the Project Development and Environment (PD&E) Study schedule and SIS funding allocations. She stated FDOT is requesting an amendment to the Palm Beach MPO’s adopted 2040 LRTP to incorporate this project as a fully funded project in the CFP.

A brief discussion ensued with questions regarding the TAC’s opposition of the project, further clarification of long-term solutions, and managed lanes from Indiantown Road to Martin County being included in the CFP. FDOT staff was asked to explain how they compute the return on investment.

MOTION to ADOPT an LRTP Amendment to add improvements at I-95 and Woolbright Road to the Cost Feasible Plan with construction in FY 2024. Motion by Mayor Grant, seconded by Commissioner Berger, and carried unanimously. Mayor Triolo and Council Member Weinroth were absent.
2.B. **ADOPTED:** an LRTP Amendment to add the MPO Endorsed Improvements at I-95 and Glades Road to the Cost Feasible Plan with construction in FY 2019

MR. KEVIN FISCHER, Palm Beach MPO Senior Planner, noted this item was endorsed by the MPO Governing Board with the request for accelerated funding and project delivery in April 2016. He stated back in December 2016 when FDOT presented the Draft Tentative Work Program it was noted there were three significant projects that were not included as cost feasible projects in the LRTP, this project being one of them. He briefly reviewed the project design and a map of the area.

A brief discussion ensued regarding entrance/exit ramps, bike paths, the local school’s opinion on the project, and the need to review pedestrian safety during project design especially in regards to children.

**MOTION to ADOPT** an LRTP Amendment to add the MPO Endorsed Improvements at I-95 and Glades Road to the Cost Feasible Plan with construction in FY 2019. Motion by Mayor Grant, seconded by Commissioner Ryan, and carried unanimously. Mayor Triolo and Council Member Weinroth were absent.

3. **INFORMATION ITEMS**

3.A. **DISCUSSED:** Palm Tran Update

MR. CLINTON FORBES, Executive Director for Palm Tran, provided a system overview and brief review of the FY 16-17 budget. He reviewed the assessment phase of listening and learning during the first six months of his tenure. He highlighted Palm Tran’s accomplishments which included an updated mission and vision statements, reorganization of staff, newly hired management staff, as well as internal promotions. He reviewed the updated buses, improved uniforms and facility renovations, and a new contract being ratified with the ATU Local 1577 for a three-year period. He provided a brief highlight of Palm Tran’s future for the Delray Facility, infrastructure improvements, transit signal priority, a new interoperable fare payment system, route performance maximization (RPM), and paratransit efficiencies.

A lengthy discussion ensued regarding the RPM and managing increased congestion while staying on schedule, future plans for growth in advertising dollars, municipalities with the need for updates, adding more buses to routes, and the need for updates to service hours and frequency especially during special events and weekends.

Commissioner Paula Ryan left the meeting at 10:20 a.m.

3.B. **DISCUSSED:** SIS 2045 Multimodal Unfunded Needs Plan (MMUNP)

MS. DYKSTRA reviewed the purpose of and planning for Florida’s SIS. She noted it was established by the Florida Legislature in 2003 and is a statewide network of high priority transportation facilities including airports, highways, railroads, seaports, spaceports and transit. She reviewed the planning and programming process. She highlighted the SIS 2045 MMUNP plan development and discussed the District Four 2045 needs for airports, highways, transit and rail, and seaports. She noted a FDOT Leadership executive workshop on the SIS 2045 MMUNP will take place in May 2017.

Commissioner Shanon Materio left the meeting at 10:43 a.m.

MR. UHREN briefly presented an overview of the SIS Funding, content and prioritization. The MPO Board directed him to write a letter to FDOT expressing the desire to see more multimodal projects funded through the SIS program and to express reservations regarding some of the major projects identified.

Commissioner Mary Lou Berger left the meeting at 11:13 a.m.
3.C. **DISCUSSED:** Brightline Update

MS. ALI SOULE, Director of Public Affairs for Brightline, highlighted key features of the new trains which include reserved seating and an optimal design for accessibility. She reviewed the project progress for the tri-county area, the status of the installation of quiet zone infrastructure along the Palm Beach County test track, and the Phase 1 service timeline.

A discussion ensued regarding the ticket pricing, a first responder’s workshop, human trafficking information being provided on the trains, pedestrian concerns, quiet zone development and need for education.

Commissioner Katherine Waldron left the meeting at 11:29 a.m.

Mayor Paulette Burdick, Council Member Lynne Hubbard, and Mayor Cary Glickstein left the meeting at 11:36 a.m.

Council Member Joni Brinkman left the meeting at 11:39 a.m.

3.D. **DISCUSSED:** US-1 Multimodal Study

MS. VALERIE NEILSON, Palm Beach MPO Multimodal Manager, presented this item and stated this Study will look at the entirety of US-1 in Palm Beach County, traversing a total of 14 communities. She reviewed the Study’s purpose, consultant teams involved, the key deliverables which include a Health Impact Assessment, and the project timeline. She discussed the next steps which include a project website, outreach materials, data collection, field visits, corridor improvements, transit analysis, a Health Impact Assessment Steering Committee, and a kickoff event in the City of Boca Raton on May 6th. She briefly reviewed the schedule of Charrettes and Stakeholder interviews that will occur between May and October 2017.

Council Member Jim Kuretski and Vice Chair Hal Valeche left the meeting at 11:46 a.m.

3.E. **DISCUSSED:** Regional Commuter Challenge Update

MR. JIM UDVARDY, South Florida Commuter Services (SFCS) Project Director, provided a brief update on the Regional Commuter Challenge that is in collaboration with SFCS and FDOT. He noted this year’s challenge will feature a mobile app for participants to use for logging their daily miles, and encouraged all present to take part in the Challenge.

MR. UHREN noted a key success during last year’s Challenge was that each municipality/entity was in competition, and stated this year that capability is available as well in a regional aspect. He encouraged all to participate.

3.F. **Correspondence**

1. April 5, 2017 Letter from City of Delray – MPO Board Appointment
2. April 3, 2017 Letter from City of Greenacres – MPO Board Appointment
3. April 3, 2017 Letter from City of Boynton Beach – MPO Board Appointment

There was no discussion on this item.

4. **ADMINISTRATIVE ITEMS**

4.A. March 2017 Public Involvement Activity Report

There was no discussion on this item.

4.B. **Member Comments**

No member comments were received.
4.C. Next Meeting – **May 18, 2017**

4.D. Motion to Adjourn

There being no further business, the Chair declared the meeting adjourned at 11:48 a.m.

This signature is to attest that the undersigned is the Chair, or a designated nominee, of the Metropolitan Planning Organization and that information provided herein is the true and correct Minutes for the **April** meeting of the Metropolitan Planning Organization, dated this ___ day of ____________, 2017.

MPO Chair
## EXHIBIT A
Palm Beach Metropolitan Planning Organization
Attendance Record - 2016 - 2017

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*** New Appointment  P - Representative Present  ALT- Alternate Present  
E - Excused  A - Absent  
Shaded months - No Meeting
### EXHIBIT A (cont’d)

#### Representative/Alternate Local Government

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<td>Steve B. Wilson, Mayor City of Belle Glade</td>
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**OTHERS PRESENT**

- Mayur Patel: FDOT, District Four
- Newton Wilson: FDOT, District Four
- Yanique Kelly: FDOT, District Four
- Lisa Dykstra: FDOT, District Four
- Alison Stettner: Florida’s Turnpike Enterprise
- Vicki Williams: Florida’s Turnpike Enterprise
- Ellen Ostrowski: South Florida Commuter Services
- Janelle Cedeno: South Florida Commuter Services
- Christin Shadoin: South Florida Commuter Services
- Jim Udvardy: South Florida Commuter Services
- Bruce Guyton: Palm Tran
- Clinton Forbes: Palm Tran
- Mike Morrow: City of Palm Beach Gardens
- Vice Mayor Jim Chard: City of Delray Beach
- Vice-Mayor Jeff Hmara: Village of Royal Palm Beach
- Richard Radcliffe: Palm Beach County League of Cities
- Khurshid Mohyuddin: Palm Beach County – Planning
- George Webb: Palm Beach County – Engineering
- Wilneeda Emmanuel: Commissioner Bernard
- Darren Romelus: District 7 BCC
- Nick Uhren: Palm Beach Metropolitan Planning Organization
- Renee Cross: Palm Beach Metropolitan Planning Organization
- Valerie Neilson: Palm Beach Metropolitan Planning Organization
- Kevin Fischer: Palm Beach Metropolitan Planning Organization
- Tim Verbeke: Palm Beach Metropolitan Planning Organization
- Andrew Uhlir: Palm Beach Metropolitan Planning Organization
- Anie Delgado: Palm Beach Metropolitan Planning Organization
- Franchesca Taylor: Palm Beach Metropolitan Planning Organization
- Alexa Sanabria: Palm Beach Metropolitan Planning Organization
- Margarita Cortez: Palm Beach Metropolitan Planning Organization

**REPRESENTING**

- E: Excused
- A: Absent
- ALT: Alternate Present
- P: Representative Present

Shaded months - No Meeting

*** New Appointment
AGENDA DATE: April 13, 2017

DEPARTMENT: Administration

ITEM #6: Approval of Metropolitan Planning Organization - Citizen Advisory Committee Appointment

SUMMARY: The Citizens Advisory Committee (CAC) is responsible for providing the Metropolitan Planning Organization (MPO) Board with a “citizen’s eye” view of ongoing transportation issues in Palm Beach County.

Mr. Josh Montefusco has submitted a letter and resume to the Village expressing his interest to serve as a member of the CAC for the MPO. If approved by the MPO Board, Mr. Montefusco would serve a three (3) year term.

Mayo Pro Tem Joni Brinkman serves as the Council’s appointment to the MPO Board and is requesting Council support in nominating Mr. Montefusco to serve on the CAC.

FISCAL IMPACT:
The proposed appointment does not have a fiscal impact to the Village.

ATTACHMENTS:
1. Letter and Resume - Josh Montefusco
Josh Montefusco
132 Henthorne Drive, Palm Springs, FL 33461
Direct: 561 290 0953 | Mobile: 404 750 5845 | montefuscojm@gmail.com

Experience

Kimley-Horn and Associates Inc. - West Palm Beach Florida
August 2015 - Current

- Traffic Impact Studies and Analysis
- Comprehensive Plan Amendment Traffic Analysis
- Signalized Intersection Design and Modification
- Midblock Cross Walk Studies
- Signal Warrant Studies

Wardlow Building Group - Key West Florida
Construction Intern - Summer 2014

- Responsible for the coordination of various residential construction and remodel projects, including concrete curbing, pool resurfacing, roofing and window protections.

Weiler Engineering - Marathon Florida
Engineering Intern - Summer of 2013

- Aided in the design of a new Wastewater Treatment support system using AutoCAD.
- Served as an on-site inspector for lateral connections, sewer main and asphalt construction.
- Responsible for reviewing 90% plans for several engineering firms and "red lining" plans in AutoCAD post construction.

Arby's Restaurant - Atlanta/Statesboro Georgia
Shift Manager/Employee - May 2009 - May 2014

- Acquired knowledge of all Arby's positions required for daily operation.
- Trained new employees and assisted General Managers.

Education

Georgia Southern University
Bachelor of Science in Civil Engineering - July 2015

- Notable Classes: Structural Analysis, Structural Steel Design, Fluid Mechanics, Reinforced Concrete, Highway Design
PROFESSIONAL SUMMARY

Mr. Klein has over 41 years of experience in the electric power industry with the most recent thirty-eight years in Nuclear Engineering. Specifically, he managed the Flow-Accelerated Corrosion (FAC) and Underground Piping & Tanks Integrity Programs for the nuclear fleet. He is a registered Professional Engineer with a thorough understanding of nuclear plant systems and processes.

He is a dynamic, results-oriented individual, with a strong emphasis and track record of detail oriented and quality products. He has a proven ability to manage complex programs and engineering processes with a consistent track record of meeting or exceeding all performance based objectives.

PROFESSIONAL EXPERIENCE

Staff Engineer

NEXTera Energy/ Florida Power & Light
August 1972 – June 2014 Corporate Office/ Turkey Point Nuclear Plant

Fleet Program Manager - Flow-Accelerated Corrosion (FAC) Monitoring
1992 - June 2014

• Program Manager for the Flow-Accelerated Corrosion Monitoring Program for high energy piping and components in Fleet Program Engineering. Responsible for the governance, oversight and implementation of the FAC Program for NEXTera Energy’s fleet of eight nuclear power plants in Florida, Iowa, New Hampshire & Wisconsin. This includes implementation of NRC Generic Letter 89-08 as well as License Renewal commitments related to FAC. Elected to the industry’s Advisory Committee of the Electric Power Research Institute (EPRI) CHECWORKS Users Group.

Fleet Program Manager - Underground Piping & Tank Integrity
2009 - June 2014

• Program Manager for the Buried Piping Integrity Program in Fleet Program Engineering - Responsible for the governance and oversight of the Underground Piping & Tanks Integrity Program for NEXTera Energy’s fleet. This includes implementation of the industry Underground Piping & Tanks Integrity Initiative (NEI 09-14) as well as License Renewal commitments related to buried piping. Elected to the industry’s Advisory Committee of the Electric Power Research Institute (EPRI) Buried Pipe Integrity Group.

Prior experience: System Engineer, Shift Technical Advisor, emergency planning, Public Utility Commission docket support, electric distribution system design for residential, commercial & industrial applications.
EDUCATION

Bachelors of Science in Electrical Engineering, Tulane University
Post-graduate Business, Florida International University

PROFESSIONAL MEMBERSHIPS AND CERTIFICATIONS

Licensed Professional Engineer, State of Florida
Life Member, Institute of Electrical and Electronics Engineers

INSTRUCTOR

Flow-Accelerated Corrosion Program Owner Training (FAC201), Electric Power Research Institute.

PUBLICATIONS


Erik D. Ferguson

2502 SW Liberty Street                             (772) 214-2527
Palm City, FL 34990
erikferg@gmail.com

Professional Experience

June 2014 – Present  Palm Beach County Roadway Production         West Palm Beach, Fl
Project Engineer
• Review and negotiate engineer consultant fees.
• Project management of consultant designed road, bridge, pedestrian walkway, landscape, and drainage projects.
• Review private development plans for impact to county highway including impacts to drainage, grading, and future widening plans.

June 2006 – June 2014  Martin County Board of County Commissioners        Stuart, Fl
Community Development Engineer - Project Engineer
• Managed multiple complete street projects
• Liaison for Community Redevelopment Agency projects in County Right of Way Engineer of record for fiber optic, signalization, and intersection improvement projects.
• Prepare traffic / warrant studies in response to citizen requests.
• Consultant management of County and FDOT JPA funded roadway projects.
• Supervision of traffic concurrency management and traffic data collection units.
• Review of private development plans for impact to county highway including impacts to drainage, grading, and future widening plans.
• Interpret contract documents and coordinates all phases of bidding, execution and award processes for construction projects.
• Recommend signalization and intersection improvement element of the capital improvement plan.

Project Manager
• Estimated, scheduled, and changed orders of residential and commercial construction projects.
• Hired and scheduled subcontractors.
• Client interface and preparation of proposals.
• Hiring / supervision.

Aug. 2004 – Aug. 2005  Palm Beach County Roadway Production         West Palm Beach, Fl
Project Engineer
• Reviewed and negotiated engineer consultant fees.
• Project management of consultant designed road, bridge, pedestrian walkway, landscape, and drainage projects.
• Reviewed private development plans for impact to county highway including impacts to drainage, grading, and future widening plans.
• Cost estimating to determine performance bond requirements for developer funded road projects.

May 2002 – March 2004  Dutchess County Department of Public Works         Poughkeepsie, NY
Acting Director of Engineering / Assistant Director of Engineering (May 2003 – March 2004)
Assistant Civil Engineer II (May 2002 – May 2003)
• Responsible for all facets of managing an eighteen-person Public Works office.
• Selection, negotiation, and management for consultant designed highway/bridge projects.
• Interpreted contract documents and coordinated all phases of bidding, execution and award processes for construction projects.
Erik Ferguson
Page 2 of 2

• Preparation of 1.5 million dollar operating budget.
• Supervision and hiring of employees.
• Directed and coordinated professional engineers and support personnel in managing construction of roadways, bridges, and other public works construction projects.

May 1999 – May 2002  North Carolina Department of Transportation  Raleigh, NC
Transportation Engineer I / Transportation Engineer II / Transportation Engineer III
• Superstructure design of prestressed concrete cored slab and box beam, bulb tee, steel plate girder.
• Substructure design of pile bents, post and beam bents, solid piers, drilled shaft, pile footings, spread footing, full height abutments, and pile end bents.
• Drafting of plan sheets, plan checking, and quantity takeoffs.

July 1997-May 1999  New York State Department of Transportation  Poughkeepsie, NY
Junior Engineer/Civil Engineer I
• Produced plans, specifications, cost estimates, and bid packages for bridge replacement projects.
• Designed horizontal and vertical realignments and created three dimensional models using Inroads and Microstation.
• Designed approach highways typical sections, pavements, drainage systems, guide rail, utility relocations, and right of way acquisitions.
• Designed maintenance and protection of traffic plans involving onsite detours and staged construction with two and three stages.

Education
B.S. Civil Engineering State University of New York at Buffalo

Professional Registration
• Florida Professional Engineer, No. 62036
• North Carolina Professional Engineer, No. 27461 (Inactive)
• New York Professional Engineer, No. 079936-1 (Inactive)

Skills / Software / Training

Professional Memberships
• Florida Engineering Society
Rick Scott  
Governor  

Anie Delgado  
Palm Beach MPO  
2300 N Jog Road, 4th Floor  
West Palm Beach, FL 33411  

Barbara Palmer  
Director  
Southeast Region  

Dear Ms. Delgado:

Please find attached my resume for consideration in serving as a member on the Palm Beach TDLCB. Thank you for reaching out to me regarding this opportunity to represent the Agency for Persons with Disabilities regarding the transportation matters that impact all citizens of Palm Beach County.

If you should need any further information, please do not hesitate to contact me at 561-398-2240. Thank you,

Sincerely,

Milory Senat, MPA  
Operations Analyst/Community Affairs  
milory.senat@apdcares.org
MILORY SENAT

Agency for Persons with Disabilities, 111 S Sapodilla Avenue, Suite #207 West Palm Beach, FL 33401
milory.senat@apdcare.org

PROFESSIONAL EXPERIENCE

Operations Analyst/Community Affairs - Agency for Persons with Disabilities, 2012 - Present
Represent APD at all community events in the Southeast Region. Present information to groups throughout the region explaining the services of APD and assisting potential clients with enrollment. Coordinate all Family Care Council (FCC) meetings in the Southeast Region. Oversee all membership applications to FCC chapters and attend all meeting. Assist with all public relation matters of APD.

Conducted interviews with clients and family members, reviewed medical records and conferred with other health professionals to evaluate mental and physical condition of clients. Also evaluated clients for major improvements and accomplishments in the individual’s cognitive or physical condition.
- Conducted assessments for over 50 people monthly with disabilities in Palm Beach and Broward County to plan financial and psychological support.
- Trained new hires on the evaluation process.
- Reviewed cost plans to ensure providers are compliant with state budgets while ensuring health and safety to the customer is not jeopardized.

Family Consultant – Boys Town of South Florida, West Palm Beach Fl, 2009-2010
Utilize cognitive-behavioral, solution focused and In-Home Family Services models of intervention to help families adopt positive solutions to problems through the teaching of skills and behavioral techniques.
- Assisting teachers and staff with supervision, reading, and writing activities.

Case Manager/Consultant–Palm Beach County Human Services, 2007—2008
Performed individual budgeting functions to determine income eligibility. Provided complete biopsychosocial intake assessment and eligibility determination for families and individuals. Developed and implemented individualized service plans.
- Analyzing the financial management involved in the applicants’ household.

Administered interviews for determining eligibility for State and Federal Programs for public assistance including Medicaid, Food Stamps, and Cash Assistance. Conducted local Disability Determination interviews for the Office of Disability Determination for further analysis. Demonstrated ability to counsel applicants regarding economic and social service programs, and thorough knowledge of the rules and regulations applicable to eligibility requirements.
- Performing individual budgeting functions to determine income eligibility.

EDUCATION

NOVA SOUTHEASTERN UNIVERSITY, FT. LAUDERDALE, FLORIDA
Master of Public Administration, 2005

UNIVERSITY OF FLORIDA, GAINESVILLE, FLORIDA
Bachelor of Art, Political Science, 2002
EDUCATION and PROFESSIONAL AFFILIATIONS

**Master of Science in Organizational Leadership**
Palm Beach Atlantic University, Graduated 12/2011
Keystone Honors Graduate

**Bachelor of Science in Criminal Justice**
Bethune - Cookman University, Graduated 04/1990
Honors graduate – Cum laude

**Toastmasters International**
Credentialed Speaker (Competent Communication (CC) / Competent Leader (CL) / Advanced Communication Bronze (ACB) / Advanced Leadership Bronze (ALB)

RELEVANT TRAININGS AND CERTIFICATIONS

- Emotional Intelligence
- Leadership Development
- Change Management
- Strategic Thinking and Planning in Management
- Business Ethics
- Communication Skills Training
- Conflict Resolution
- Leading Organizational Change
- Critical Thinking
- Public Speaking
- CPR Certified

RELEVANT PROFESSIONAL EXPERIENCE

**The Leadership Haven Resource Center, West Palm Beach, FL** 01/2015 – present
Founder/CEO
- The Leadership Haven Resource Center is a registered leadership training and development organization in the State of Florida;
- TLHRC provides monthly/quarterly leadership development and team building trainings to various profit and nonprofit organizations throughout Palm Beach and neighboring counties;
- Collaborates with various agencies to host community and social events;
- Founder is a Certified Public speaker, workshop facilitator, trainer, etc.
- Self-Publish Leadership guides and writings, including blog articles

**Area Agency on Aging, West Palm Beach, FL** 03/2015 – present
Consumer Services Consultant II
- Render support to providers in the exercise of their programmatic and fiscal contractual commitments;
- Provide assistance to contracted providers by interpreting contracts, state handbooks and notices of instruction;
- Manage assigned Provider contracts in the area of Aging and disability;
Tessie B. Watts M.S.

- Conduct annual quality assurance evaluations and monitoring of Provider’s funded to provide care to the elderly and disabled;
- Proactively corresponds with Providers, providing technical assistance on matters relating to the State’s Department of Elder Affairs (DOEA)
- Conduct Quarterly Trainings on contractual requirements for all leadership staff, case managers, and new Providers
- Conduct ongoing in-service training for contracted providers and vendors

G4S Youth Services – Martin Girls Academy, Stuart, FL 07/2013-12/2014
Facility Administrator
- Responsible for managing the day-to-day operations of a 30-bed residential commitment program for juvenile girls.
- Supervised (15) direct reports who managed 60 operational and administrative staff
- Recruit, hired, and trained all level staff.
- Monitored contractual and budgetary requirements. Responsible for meeting all performance measures as outlined in contract
- Conducted monthly staff meetings; monitored and approved work schedules, timesheets, and completed annual performance appraisals.
- Established and maintained collaborative relationships with outside agencies and organizations, i.e., courts, police, nonprofit agencies, schools, etc., within the community to meet the needs and services of the clients served

Achievements:
- 100% compliance 2014 Quality Improvement Review
- Reduced recidivism rate – below 25% per releases
- Reduced abuse allegations – no substantiated abuse findings
- Turnover rate reduced – per Management and Administrative Staff

FLORIDA DEPARTMENT OF HEALTH, Lantana, FL 03/2012 – 07/2013
Volunteer Coordinator
- Responsible for administrative management and budgetary oversight of the non-funded needs of a local health center.
- Research, identify, and manage grants that fund programs and services.
- Develop policies and operational procedures for volunteers at each center.
- Organize community and group events.
- Create marketing materials for internal and external distribution.
- Maintain volunteer files, records, reports, and database, including the tracking of volunteer hours.
- Responsible for building and establishing collaborative relationships with neighboring organizations, businesses and schools in an effort to improve recruitment sources and increase community needs and services.
- Recruit, train, develop and supervise junior and adult volunteers

NONPROFITS FIRST, Boynton Beach, FL 11/2007 – 8/2010
Project Leader/Account Manager
- Project Lead for a caseload of nonprofit and private sector agencies in the areas of contract compliance, strategic planning, human resource development, and organizational management.
- Designed evaluation tools used in the identification of barriers in business practices and procedures.
- Developed and conducted training programs in the areas of human resources, operational practices, and policy development.
- Performed needs assessment to identify barriers that hindered an agencies ability to implement successful business practices, with particular emphasis on resolving issues with outdated, or inapt written policies.
- Developed site specific organizational policies and procedures and evaluated program readiness.
Certified numerous nonprofit agencies in the area of sound nonprofit management, annually


Contract Manager (Residential Services)

- Annual training of residential staff on contractual requirements
- Provided tactical and budgetary oversight of multi-million dollar residential contracts.
- Supported all aspects of contract management, to include contract negotiation, proposal preparation, administration, and management.
- Monitored agency performance to ensure that all terms and conditions outlined in the contract are adhered to.
- Prepared new and amended contracts according to negotiation terms and applicable laws and regulations.
- Identified contractual conflicts and analyzed the impact, thus evaluating and developing alternative solutions.
- Maintained written communication via the JJIS database; to include audit reports, contacts, findings, etc.
- Conducted safety, programmatic, health service, administrative and budgetary trainings to ensure the maintenance of an integrated, institutional focus for the overall well-being of the clients served.

PROFESSIONAL CERTIFICATIONS AND TRAININGS

- Trained in all Microsoft applications (advanced level) – Word, Excel, Outlook, PowerPoint, Access, and Publisher.
- Workshop Facilitator
- Organizational Compliance
- Motivational Interviewing skills
- Project Management
RESOLUTION OF THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION (MPO), AUTHORIZING THE EXECUTIVE DIRECTOR OR DESIGNEE TO EXECUTE A STANDARD SPONSORSHIP AGREEMENT ON BEHALF OF THE MPO; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the MPO desires to establish a standard sponsorship agreement which allows the sponsor access to commercial and/or marketing potential associated with a specific special event hosted by the MPO; and

WHEREAS, the MPO Governing Board desires to minimize the delays associated with MPO Governing Board approval of sponsorship agreements; and

WHEREAS, the Governing Board desires to establish a threshold amount under which the Executive Director or the Executive Director’s designee is authorized to execute standard sponsorship agreements, on behalf of the Palm Beach MPO, and to require any sponsorships at or above the threshold or any sponsorship agreement with terms that materially depart from the standard sponsorship agreement form attached hereto to be brought before the MPO Governing Board for approval; and

WHEREAS, execution of standard sponsorship agreements, on behalf of the MPO, does not constitute a policy-making decision and is a ministerial function which the MPO Governing Board wishes to delegate to its Executive Director.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The foregoing recitals are hereby adopted and ratified
2. The Palm Beach MPO approves the standard sponsorship agreement in the form attached hereto as Attachment A.
3. The Palm Beach MPO authorizes the Executive Director or his or her designee to execute standard sponsorship agreements on behalf of the MPO in an amount not to exceed $10,000.
4. This delegation of signature authority is strictly limited to the parameters set forth herein. In the event there is any material deviation from the terms and conditions of
the standard sponsorship agreement form, then the approval of the MPO Governing Board shall be required.

5. If any section, sentence, clause, phrase, or word of this Resolution is held invalid or unconstitutional by a Court of competent jurisdiction, said holding shall in no way affect the validity of the remaining portion of this Resolution.

6. A copy of each standard sponsorship agreement executed by the MPO’s Executive Director shall be filed with the MPO’s clerk and maintained as a record of the MPO.

7. Each standard sponsorship agreement signed by the MPO’s Executive Director, on behalf of the MPO, shall first be reviewed and approved by the MPO Attorney for form and legal sufficiency.

8. The Palm Beach MPO affirms that any sponsorship agreement in an amount exceeding $10,000 must be approved by the MPO Governing Board.

9. This Resolution will be effective upon adoption.

The foregoing Resolution was offered by ________________________________ who moved its adoption. The motion was seconded by ________________________________, and upon being put to a vote, the motion passed. The Chair thereupon declared the Resolution duly adopted this ______ day of ________________, 2017.

PALM BEACH METROPOLITAN PLANNING ORGANIZATION

By: _______________________________________

Palm Beach MPO Chair

ATTEST:

________________________________

Executive Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

________________________________

Chief Assistant County Attorney
ATTACHMENT A

SPONSORSHIP AGREEMENT BETWEEN
THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION (MPO)
AND ____________________ (the "EVENT")
On _______ (Date of Event)

This Agreement is made on this ___ day of ______ 20__, by and between Palm Beach Metropolitan Planning Organization, ("MPO") and ____________________, an individual or corporation authorized to do business in the State of Florida, ("Sponsor"). The MPO and Sponsor are collectively referred to herein as the "parties."

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

Section 1. Term.
The term of this Agreement shall commence upon execution by both parties and shall terminate on ______________, 20__. 

Section 2. Sponsor's Responsibilities
Sponsor will pay MPO __________________ upon execution of this Agreement for sponsorship for the Event AND/OR (circle one) Sponsor shall provide MPO with __________________ on ______________ as a sponsor of the Event.

Section 3. MPO's Responsibilities
MPO will provide the following sponsorship benefits:

[Describe event-specific benefits/materials]

Section 4. Sponsorship Standards
A. Logos/advertisements that include the following are prohibited: false, misleading, libelous, slanderous, unlawful or deceptive statements or material; illegal activity; material that is explicitly sexual or obscene; tobacco products; language that is obscene, vulgar or profane; depictions of violence; nudity.
B. Logos/advertisements that negatively impact or disrupt the efficient and cost effective operation and administration of MPO or are inappropriate or are likely to hinder the Event are prohibited.
C. MPO has sole discretion to approve or deny the use or display of any logo, advertisement or material, regardless of form, at or relating to the Event. MPO's approval of Sponsor's logo, advertisement or material shall not be construed as a promotion or endorsement of Sponsor's activities, business, products or services.
D. Sponsor acknowledges that the Event is for the limited purpose of providing information about a specific MPO program. Sponsor's materials and information are limited to that described herein. The Event is not open to the public nor the Sponsor
for expressive activity. All activities shall be conducted in accordance with applicable laws, rules or regulations. Use of property owned by Palm Beach County is subject to the requirements of Palm Beach County PPM CW-O-024.

Section 5. Termination
This Agreement may be terminated with or without cause by either party upon fifteen (15) days prior written notice to the other party.

Section 6. Independent Contractor Relationship
Sponsor is and shall be, in the activities under this Agreement, an independent contractor, and not an employee, agent, or servant of MPO. Sponsor does not have the power or authority to bind MPO in any promise, agreement or representation.

Section 7: Indemnification
Sponsor shall protect, defend, reimburse, indemnify and hold MPO, Palm Beach County, and their respective officers, agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorneys' fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of Sponsor's performance of the terms of this Agreement or due to the negligent or intentional acts or omissions of Sponsor. This provision shall survive termination or expiration of this Agreement.

Section 8: Remedies
This Agreement is governed by the laws of the State of Florida. Any action to enforce this Agreement shall be brought in Palm Beach County, Florida. Sponsor's sole remedy for MPO's breach of this Agreement shall be return of all or part of the sponsorship funds paid by Sponsor to MPO. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement other than Palm Beach County.

Section 9: Notices
All formal notices between the parties shall be deemed received if sent by certified mail, return receipt requested, or facsimile with confirmation receipt to the Parties' Representatives set forth below:

MPO: Sponsor:
Executive Director, Palm Beach MPO
2300 North Jog Road 4th floor
West Palm Beach, FL 33411
Facsimile: 561-242-7165

Facsimile: ___________________________
Section 10: Severability
If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 11: Entirety of Contractual Agreement
MPO and Sponsor agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

IN WITNESS WHEREOF, The Palm Beach Metropolitan Planning Organization has made and executed this Agreement on behalf of the MPO and Sponsor has hereunto set its hand the day and year above written.

Palm Beach MPO

By: _________________________
Signature _________________________
Name _________________________
Title _________________________

Sponsor

By: _________________________
Signature _________________________
Name _________________________
Organization/Business _________________________

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_________________________________________
Chief Assistant County Attorney
INTERLOCAL AGREEMENT
FOR STAFF AND SERVICES
BETWEEN PALM BEACH COUNTY AND THE PALM BEACH
METROPOLITAN PLANNING ORGANIZATION

THIS INTERLOCAL AGREEMENT is made and entered into this ___ day of MAR 12 2013, by and between Palm Beach County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (also referred to herein as the “County”) and the Palm Beach Metropolitan Planning Organization, a body politic, created in accordance with and operating pursuant to Sections 163.01 and 339.175, Florida Statutes (referred to herein as the “MPO”).

WITNESSETH:

WHEREAS, Section 339.175, Florida Statutes, provides for the designation of a metropolitan planning organization for each urbanized area of the state; and

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

WHEREAS, the Governor of Florida has designated the MPO as the metropolitan planning organization for the Palm Beach County urbanized area, and the Governor, through the Florida Department of Transportation (referred to herein as “FDOT”), has entered into an interlocal agreement with Palm Beach County and other units of general purpose local government and special purpose government located within the affected urbanized area and designated for membership on the MPO; and

WHEREAS, on June 22, 2004, the aforesaid Interlocal Agreement was filed in the official records of the Board of County Commissioners of Palm Beach County, Florida, by its Clerk, Dorothy H. Wilken (R2004 1491); and

WHEREAS, pursuant to Section 339.175(2)(b), Florida Statutes, the MPO is an independent governmental entity separate and distinct from each and all of the governmental entities which are parties to the interlocal agreement creating the MPO; and

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

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

WHEREAS, the MPO is desirous of obtaining assistance from the County that will enable it to manage and continue the cooperative and comprehensive transportation planning process as mandated by State and Federal law; and
WHEREAS, the MPO acknowledges that the County may desire to obtain certain transportation planning services from the MPO to assist the County in managing its roadways and comprehensive transportation planning process; and

WHEREAS, the provision of the services described herein will mutually benefit the parties hereto and the residents of Palm Beach County.

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

SECTION 1. PURPOSE.

1.1. The purpose of this Interlocal Agreement is to describe and clarify the parties' roles and obligations regarding their duties and the scope of services each is to provide to the other. Subject to the provisions of this Agreement, the County will furnish or make available the office space, facilities, personnel, staff, contractors, supplies, equipment and other incidental items and support services as may be required and necessary for the MPO to carry on the transportation planning and programming process required by state and federal law and the then current Transportation Planning Funds Joint Participation Agreement between the MPO and FDOT. The MPO will utilize the office space, facilities, personnel, staff, contractors, supplies, equipment and other incidental items and services provided or made available to the MPO, consistent with and in accordance with all applicable state, federal and local laws, the Unified Planning Work Program (UPWP), the terms and conditions of this Agreement, and the rules, policies and procedures of the County, unless authorized to the contrary herein. In accordance with the provisions of this Agreement, the MPO will provide services to the County, which may include but are not limited to, modeling, GIS mapping, socio-economic data acquisition and analysis, and other information and planning services needed by the County for its governmental operations.

SECTION 2. DEFINITIONS. The following terms shall be defined for purposes of this Agreement to have the following meanings, unless the context shall affirmatively and clearly indicate to the contrary:

(a) “Agreement” or “Staff Services Agreement” means and refers to this Agreement as it may be amended or extended from time to time.

(b) “County” means and refers to Board of County Commissioners of Palm Beach County, Florida.

(c) “FDOT” means and refers to the Florida Department of Transportation.

(d) “FHWA” means and refers to the Federal Highway Administration, an agency of the United States Department of Transportation.

(e) “FRS” means and refers to the Florida Retirement System.

(f) “FTA” means and refers to the Federal Transit Administration, an agency of the United States Department of Transportation.
(g) "Governing Board" means and refers to the governing board of the MPO.

(h) "ISS" means and refers to the County's department that handles information systems and technology services, the Information System Services Department.

(i) "Merit Rules" means the Palm Beach County Merit System Rules and Regulations.

(j) "Merit Service" means those job classifications set forth in Palm Beach County's Classification and Pay Plan which are not at-will, as further described in Section 1.02 of the Merit Rules.

(k) "MOU" means a memorandum of understanding between the MPO's Executive Director or authorized representative and the County Administrator for Palm Beach County, Florida.

(l) "MPO" means and refers to the Palm Beach Metropolitan Planning Organization, a Metropolitan Planning Organization created and operating pursuant to Section 339.175, Florida Statutes.

(m) "MPO staff" means and refers to the employees of Palm Beach County that are made available to or assigned to the MPO.

(n) "MPO employees" means and refers to employees of the Palm Beach Metropolitan Planning Organization.

(o) "OMB" means and refers to the Office of Management and Budget, an agency of the government of the United States of America.

(p) "Prior Staff Services Agreement" means and refers to the Agreement between Metropolitan Planning Organization of Palm Beach County and the Palm Beach County Board of County Commissioners for Staff Services which took effect on October 1, 1985.

(q) "Regulations" means and refers to regulations of the FHWA or the FTA in titles 23 and 49 of the Code of Federal Regulations (CFR).

(r) "UPWP" means and refers to the Unified Planning Work Program as provided for in 23 CFR Part 450. See e.g., 23 CFR §§ 450.140 and 450.308.

SECTION 3. TERM.

3.1 The term of this Agreement shall begin on April 1, 2013, and shall continue up to and include September 30, 2018. The County hereby grants to the MPO the option to extend the term of this Agreement for up to two (2) additional five (5) year periods. (If both options are exercised the term of the Agreement will expire on September 30, 2028.) In the event the MPO elects to exercise an option granted hereunder, it will notify the County in writing of its election, in accordance with the provisions of Section 32 of this Agreement, at least one (1) year prior to the expiration of the then current term of the Agreement.
SECTION 4. PRIOR STAFF SERVICES AGREEMENT.

4.1 Notwithstanding anything contained in this Agreement, the parties agree that upon its commencement, the Prior Staff Services Agreement will expire without further action by the parties. The MPO may continue to occupy the office space and use the space and facilities previously made available to the MPO for its use under the Prior Staff Services Agreement until such time as the County makes available other office space and facilities, or this Agreement expires or is terminated. All equipment, supplies and personnel provided by the County under the Prior Staff Services Agreement shall continue to be furnished by the County and remain in the possession and use of the MPO unless provided in this Agreement to the contrary. The parties acknowledge that this Agreement, as it may be amended from time to time, establishes new and additional terms and conditions for the continued occupancy, possession and use of the office space, facilities, equipment, supplies, services, staff, personnel, contractors and other items and services provided by or made available by the County for the use and benefit of the MPO.

SECTION 5. COUNTY SERVICES. The County will provide the following to the MPO:

5.1 Office Space, Equipment and Facility Services. (a) The County shall provide the MPO with office space suitable to conduct the MPO’s business and shall provide the MPO with facility services such as janitorial services, security, telephone communications, technical support, pest control, and the repair, maintenance, or replacement of equipment on the same terms and conditions by which the County provides facility services to its departments.

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

(c) Should the County determine that the MPO will no longer be housed in the office space it currently occupies or the facility in which it is located, the County will give the MPO at least six (6) months notice of its intent to relocate the MPO. If, in the judgment of the County, a situation exists that warrants the relocation of the MPO within the six (6) months notice period, the County will give the MPO as much notice as it determines is reasonably possible. Such a situation may include but is not limited to the destruction of or damage to the office space or facility, the existence of or likely creation of a safety hazard to life or property, or a determination by County’s Board of County Commissioners that it has an imminent need to use the office space or facility for County governmental purposes.

5.2 Meeting/Facility Space. The County will make space available for meetings of the MPO Governing Board and its advisory boards on the same terms and conditions that meeting space is made available to the County’s departments, boards, commissions and the like; provided that facilities are available for the purposes needed. The MPO will coordinate its reservations of meeting space with the
County staff responsible for reserving the particular room or facility. The MPO will apprise the appropriate County staff of its need, if any, for assistance to persons with disabilities, including those needing special accommodations to participate in meetings held in County facilities. The MPO shall ensure that the facilities it uses are open and accessible to the public, including individuals with disabilities, in accordance with the requirements of state, federal and local law.

5.3 Government Television Facilities. The MPO may request to obtain the services of the County’s government television and public affairs staff and to utilize the County’s equipment, for the recording, taping and/or re-broadcasting of the MPO Governing Board meetings. The County has discretion as to whether to make such services available. If such services are made available, the MPO will be responsible for the costs of such services. The MPO shall be charged at the same rates charged to other governmental entities located within Palm Beach County’s geographical boundaries.

5.4 Mail Services. The County will make its internal mail courier services available to the MPO on the same terms and conditions County makes such services available to its departments.

5.5 Communications. (a) The County will provide the MPO with the use of its telephone communication system, including but not limited to messaging, telephone configurations, local and long distance calling, and provide necessary repairs to the system in the same manner and on the same terms and conditions that the County’s system and services are provided to or made available to County’s departments.

(b) The County will provide the MPO with internet access, the use of its networks, servers and technology and certain information systems services in the same manner and on the same terms and conditions such services are made available to the County’s departments. Any base charges for information systems services calculated as an annual charge shall be divided into twelve (12) equal installments and shall be directly billed to the MPO by the County on a monthly basis.

(c) The MPO staff shall follow all County policies and procedures, and administrative orders relating to the use of the County’s computer network, servers, computer equipment, hardware, software, internet access, telephone system local and long distance calling, and other communication equipment when using County equipment, including but not limited to information and network access. Any software or telecommunication licenses obtained by the County for the benefit of the MPO may be obtained in the name of the County, unless paid for by the MPO with federal funds. In the latter case, the licenses should be in the name of the “MPO” or the “MPO and the County.”

(d) The MPO shall obtain FHWA’s approval to procure computer hardware and software, which will be owned by or paid for by the MPO and which costs in excess of Five Thousand Dollars ($5,000.00) in conformity with the requirements of the MPO’s UPWP, as it may be modified or replaced from time to time.

5.6 Procurements. (a) The County will make the services of its Purchasing Department available to the MPO in the same manner and on the same terms and conditions that such services are made available to the County’s departments. Should the MPO elect to use the services of County’s Purchasing Department, it agrees that its procurement(s) will be undertaken in accordance with the County’s ordinances, policies, procedures, rules and requirements, unless the procurement is subject to different or additional conditions and requirements under state or federal law, regulation, guidance, grant condition or other funding requirement or condition of the MPO. In such cases, the state or
federal law, regulation, guidance, grant condition or funding requirement or condition applicable to the MPO’s procurement will have priority over the County’s processes or requirements. The services provided by the County’s Purchasing Department may include but are not limited to the following: (1) processing of purchase order requests and any applicable changes; (2) approval of MPO vendors; (3) meeting room reservations; (4) assistance with the preparation of specifications, the review of solicitations, and evaluation of bids and proposals; (5) handling of suspensions and debarments; and (6) resolution of protests.

(b) The MPO will adhere to the provisions of Section 287.055, Florida Statutes (“The Consultants’ Competitive Negotiation Act”), for the procurement of professional services subject to the requirements of the statute.

c) The parties acknowledge that the MPO utilizes a Disadvantaged Business Enterprise (DBE) Program that is based on Florida’s Department of Transportation’s (FDOT) program and differs from the County’s Small Business Enterprise Program.

d) In lieu of using the services of the County’s Purchasing Department, the MPO may adopt its own procurement procedures and policies, but shall adhere to all federal and state laws, regulations, guidances, grant conditions and funding requirements, applicable to its procurement. The MPO may also solicit and utilize procurement services independent of the County’s Purchasing Department or may utilize the MPO staff and its own procedures for the purchase of services or materials. All MPO procurements using federal funds should be accounted for and included in the MPO’s UPWP, which does receive federal approval.

e) The MPO Governing Board shall approve all procurements of computer hardware and software in excess of Five Thousand Dollars ($5,000) to be used by MPO Staff and shall obtain approval from the FHWA as outlined in the MPO’s UPWP. Procurement of hardware and software less than Five-Thousand Dollars ($5,000) shall be approved by the MPO’s Executive Director. All purchases using Federal funds should be accounted for and included in the MPO’s UPWP, which does receive Federal approval, although the MPO’s Executive Director will approve lesser individual expenditures from within the overall approved budget.

(f) The MPO will approve items purchased which are exempt from the County’s Purchasing Ordinance and the County may not approve such purchases.

5.7 Payroll. Payroll services for the County employees or personnel made available to the MPO (also referred to herein as “MPO staff”) will be provided in the same manner and on the same terms and conditions that such services are provided to the County’s departments and staff, except as provided herein. The MPO will complete and present to the County all required time reports for processing in accordance with the County’s payroll policies and procedures and in accordance with the requirements of applicable state and federal law. The MPO will create and use its own time sheets to meet the requirements of state and federal law. The MPO will act in conformity with all applicable personnel, payroll and accounting processes and procedures of the County unless different processes and procedures are provided for herein or agreed to by the MPO’s Executive Director and the County’s County Administrator (also referred to herein as “County’s Administrator” or “County Administrator”). If deemed necessary by the County, the agreement or consent of the Clerk & Comptroller may be required.
5.8 Finance and Budget. (a) The County will incorporate into its budgetary system the MPO’s budget and will provide financial management of federal, state and local monies granted to the MPO in accordance with the state’s and federal governments generally accepted accounting and grant management procedures, as approved from time to time by FDOT, FHWA, and FTA *inter alia*. The MPO Governing Board shall approve the MPO’s grant applications and awards. The County may not review, approve or deny changes to the MPO’s grant applications or awards. It shall be the responsibility of the MPO to apprise and assist the County with accounting and grant management procedures if requested or deemed necessary by the County. The financial system should include accounts payable and accounts receivable. The MPO’s budget will be operated or shown as a separate, segregated fund with self-balancing accounts unless a different budget is required by law and/or established by the County’s Administrator and the MPO’s Executive Director through a Memorandum of Understanding (MOU). The accounting system will provide monthly reconciliations to budget figures, depicting the amount of the MPO’s budget year that has passed and the amount of each revenue or expenditure account, sub-account, task, or sub-task for which funds have been received or expended. The County will endeavor to pay all invoices and billings approved for payment by the MPO or the MPO’s Executive Director, if so authorized, subject to the actions of County’s Clerk & Comptroller, an independent constitutional officer, and the performance of the officer’s constitutional pre-audit functions. Billings to be paid for pursuant to this Agreement must first be approved by the MPO, and/or the MPO’s Executive Director if so authorized, in accordance with the provisions of this Agreement.

(b) The County will include MPO revenues and expenditures in the County’s budget system, and will authorize the County’s Finance Department to pay MPO expenses from appropriated funds subject to reimbursement, after approval by the MPO and/or the MPO’s Executive Director, if so authorized, or as otherwise provided in this Agreement. Other than providing basic cost information (*e.g.*, indirect and direct rates and charges, FRS contributions, employee health insurance, employee life insurance, *etc.*) to the MPO and being reimbursed for such costs and charges, the County does not have authority over the MPO’s funds and budget, except as to County funds appropriated by the County for the purposes of the MPO or as may otherwise be provided in this Agreement or by state or federal law. The County shall have the right to offset its costs against the MPO’s budget, in accordance with state and federal law and regulations; provided that such offsets are permitted under law and the terms and conditions of any grant received by the MPO. The parties further agree that the County’s Administrator and the MPO’s Executive Director may enter into an MOU, for the purpose of reducing administrative inconvenience, inefficiencies and/or costs and to clarify the rights and responsibilities of either party under this Agreement.

5.9 Audit. (a) The County may include the MPO accounts in the County’s annual accounting and budget audit which is to conform to the requirements of Florida law. The County’s and MPO’s accounting records will be made open and available to the MPO and any auditors retained by the MPO during regular business hours. Each party agrees to make its personnel available to answer questions and provide information needed to audit, review or otherwise examine MPO-related accounting records. Copies of any MPO-related accounting records will be made available by the County to facilitate the audit. Any charges to be made by the MPO or the MPO’s auditors shall be confirmed by the County Administrator or his designee and the MPO’s Executive Director, consistent with the requirements of this Agreement and Florida’s Public Records Law. MPO-related accounting records shall be regarded as “public records” subject to Chapter 119, Florida Statutes.
(b) The timeframe to be covered in the audit shall be as defined by the County and MPO, covering a time period of not less than 365 days. The audit will recognize the MPO as an independent governmental entity separate from and not subordinate to the County. The accountant performing the audit will express an opinion, in accordance with the requirements of Florida law and applicable federal law, regulation and/or grant conditions, as to whether the government-wide financial statements and the fund financial statements which collectively comprise County’s basic financial statements are presented in accordance with generally accepted accounting principles. The MPO may also require that the accountant performing the audit express an opinion as to whether the financial statements referred to above present fairly, in all material respects, the respective financial position of MPO, and the respective changes in financial position in conformity with accounting principles generally applicable to governmental entities within the State of Florida and accepted in the United States of America.

(c) The County will close its books relative to all MPO-related accounts and prepare trial balances that will permit the preparation of financial statements in accordance with generally accepted accounting principles. The County will endeavor to prepare schedules and analyses (as required from time to time by the MPO) and complete same before an accountant performing the audit begins MPO year-end audit procedures.

(d) Upon request by the MPO and at its sole expense, the County’s accountant will prepare from time to time a "Comprehensive Annual Financial Report" or similar named annual report as set forth and in conformance with generally accepted accounting principles, covering such time frame and governmental standards as may be required by the MPO. The accountant performing the audit may also be required by the MPO to prepare at the MPO’s expense, a review of the systems of internal control and the policies and procedures of the MPO and the County as they relate to the MPO and MPO-related accounts, so as to obtain an understanding of their design, whether they have been implemented, and to assess control risk.

(e) Upon request by the MPO and at the MPO’s sole expense, the County’s accountant will prepare the following reports:

1. All financial statement audit reports required by: generally accepted auditing standards issued by the American Institute of Certified Public Accountants; generally accepted government auditing standards (GAGAS) as issued by the Comptroller General of the United States; and audit reports and management letters required by Sections 11.45 and 218.503, Florida Statutes, and Chapter 10.550, Rules of the Auditor General, as each and all may be amended from time to time. The annual financial statement audit shall include the governmental activities, the business-type activities, each major fund, and aggregate discretely presented component unit and remaining fund information that collectively comprise the basic financial statements.


3. Audit reports required by Section 215.97, Florida Statutes, the Florida Single Audit Act, and Chapter 10.550, Rules of the Auditor General.

(f) Progress reports; appearances.
(1) At the direction of the MPO and at its sole expense, the County will request that its accountant provide periodic progress reports to the MPO or other appropriate governmental authorities. The County’s accountant will appear before an Audit Committee or the MPO Governing Board, as requested by the MPO, to present the findings of all reports in summary form.

(2) The County will request its accountant to immediately notify the MPO’s Executive Director of any indications of fraud, abuse, waste, illegal acts, or other significant noncompliance discovered or identified during the audit.

(3) The accountant may be asked to perform other professional services ("Other Services"), such as special reports, opinions, analyses or other compliance and accounting engagements to be prepared either for management, other governments, auditors, citizens, or other entities; provided, that any expense for the accountant’s preparation of said Other Services shall be borne by the MPO. The accountant will be required to ensure that performance of such Other Services does not impair the accountant’s independence under generally accepted auditing standards issued by the American Institute of Certified Public Accountants or the Florida State Board of Accountancy, or with generally accepted government auditing standards issued by the Comptroller General of the United States.

(g) The County and the MPO agree to provide each to the other and any third party all information necessary to complete said audit.

(h) Notwithstanding anything contained herein, the MPO may elect to perform its own audits or other financial reviews instead of having such performed by the County. In such case, the MPO shall be responsible for securing its own independent audit at its own cost. The County’s books and records relating to all MPO revenues and expenses together with supporting documents will be made available for inspection, audit, and copying during regular business hours to the MPO’s auditor. The County will provide necessary assistance to the MPO’s auditors in securing, copying, and having facilities to review the books, papers, and support documents, all relating to the MPO’s finances, at the MPO’s sole expense. In such case, the MPO shall retain, at its expense, an annual accounting and budget audit performed by a certified public accountant licensed by the State of Florida to perform accounting audits and reviews. Audits shall be conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, and any other standards or requirements as required by federal or state agencies having jurisdiction over MPO funds and as required from time to time by the FDOT, the FHWA, or the FTA. The County, during regular business hours, will make available to the MPO and its auditors, the County’s accounting records, journals, ledgers, check registers, checks, invoices, accounting documentation and other financial records related to the MPO (the “accounting records”). The County will make its staff available to answer questions and provide all records necessary to conduct any audit, review, or other examination of MPO related accounting records and will provide copies of any MPO related accounting records needed to facilitate the audit. The MPO shall be notified of any charges to be made to the MPO or its auditors for County services related hereto. In the event of a disagreement as to the scope or validity of the charges, the MPO’s Executive Director or designee and the County’s Administrator or designee shall meet and endeavor to resolve any disagreement. All MPO-related accounting records shall be regarded as “public records” subject to Chapter 119, Florida Statutes.
5.10 Coordination. (a) The MPO agrees that it will keep the County apprised of all state, federal and grant and contract requirements that may impact the actions, services and activities of the County under this Agreement so as to insure that the actions and activities of the MPO are in conformity with law, all applicable state and federal laws, rules, regulations, guidances, and grants and contract requirements.

(b) The MPO shall coordinate its acquisition of services and equipment with the County to ensure that all equipment, including but not limited to hardware, software, exchange servers, networks, internet access, telephone and other communication equipment are compatible with the equipment and services provided by or made available by the County and in the office space, facilities and meeting rooms provided by or made available by County to the MPO.

(c) All MPO-related purchases using federal funds should be accounted for and included in the MPO’s UPWP, which does receive federal approval, although the MPO’s Executive Director may approve lesser individual expenditures from within its overall approved budget.

5.11 Travel. All travel by MPO Governing Board members shall be approved by the MPO Governing Board. All travel by the MPO’s Executive Director shall be approved by the MPO’s Chair or his or her designee and the County Administrator or his designee. All travel by MPO staff shall be approved by the MPO’s Executive Director. All travel expenses shall be paid in accordance with the provisions of Section 112.061, Florida Statutes and the policies of County and FDOT, and any supplemental procedures, policies or rules adopted by the MPO; provided that they are consistent with law and the provisions of this Agreement. In the event of a conflict between the County and FDOT’s policies, if federal or state funds are used to pay the travel expenses, FDOT’s policies shall control. All travel funded with federal funds shall be included in and paid consistent with the FHWA approved UPWP. Travel must also be conducted and paid for in accordance with the requirements of 2 U.S.C. Part 225, Cost Principles for State, Local, and Tribal Governments (formerly OMB Circular A-87). The County shall have no responsibility for or oversight over the travel of any MPO Governing Board member. At no time shall an MPO Governing Board member be deemed to be an employee, official, staff or volunteer of the County and the County shall have no liability or responsibility for the MPO Governing Board, any member thereof or advisor thereto.

5.12 Charges and Expenses. Unless otherwise provided herein, the MPO shall be charged for office space, facilities, equipment, supplies, services, contractors, personnel, staff and any other incidental matter at the same rates charged to departments of the County. Such charges shall be determined in accordance with the County’s Federal Negotiated Indirect Cost Rate (NICR) for the then current fiscal year and applied to the MPO expended salary amount, unless County shall notify the MPO of a change in its methodology. The new or modified cost rate or approach shall become effective upon notice of such to the MPO unless otherwise agreed to by the County Administrator and the MPO’s Executive Director, through a MOU.

SECTION 6. MPO SERVICES.

6.1 Services to be Performed. Upon the request of the County, the MPO may provide transportation planning services, modeling, GIS mapping, socio-economic data acquisition and analysis, and other information and planning services needed by the County for its governmental operations. Such services may also include but are not limited to the following:
(a) State and Federal Transportation Funds. Transportation planning and programming activities necessary to maintain the County’s eligibility to receive federal and state transportation funds.

(b) Pedestrian Facilities Planning. The MPO will support and assist the County with the planning and implementation of pedestrian facilities throughout the County’s geographical boundaries. This includes, but is not limited to, review of site plans, field reviews, multi-jurisdiction coordination and public involvement.

(c) Bicycle Facilities Planning. The MPO will support and assist the County with the planning and implementation of bicycle facilities throughout the County’s geographical boundaries. This includes, but is not limited to, field reviews, multi-jurisdiction coordination and public involvement.

(d) Trail Facilities Planning. The MPO will support and assist the County with the planning and implementation of trail facilities throughout the County’s geographic boundaries. This includes, but is not limited to field reviews, multi-jurisdiction coordination and public involvement.

(e) Public Involvement/Outreach. The MPO will support and assist the County with public outreach by reaching out to and educating the public on transportation-related issues. Services may include, but not be limited to, presentations and attendance at public meetings and special events, and dealing with public inquiries and requests/complaints.

(f) Developments of Regional Impact. The MPO will support and assist the County with review of developments of regional impact (DRIs) and other planning activities in conformity with law and the requirements of its grant and funding agreements. Services may include review and comments concerning transportation elements.

(g) Traffic Impact Studies. The MPO will provide support and assist the County with the review of traffic impact studies on County and other governmental facilities.

(h) Inter-departmental Coordination. The MPO will provide support and assist the County with inter-departmental coordination of transportation planning programs and projects. The County departments to be involved in the inter-departmental coordination include, but are not limited to, Engineering, Planning and Zoning, Facilities, Parks & Recreation, Surface Transportation, and Airports.

(i) Governmental Coordination. The MPO will coordinate with other modal agencies, including but not limited to The Port of Palm Beach, FDOT, SFRTA and the Regional Planning Council, on transportation issues and projects.

(j) Agency Transportation Inter-governmental Coordination. As requested, the MPO will coordinate and communicate on behalf of the County with local government entities, modal agencies and applicable regional, state and federal agencies to develop and implement a comprehensive, coordinated and continuous transportation planning process.

(k) Insight and Updating on Transportation Legislation. The MPO will be current on developments in transportation planning programs, services, and legislation and shall provide technical support to the County and other local government agencies.
(l) Legislative Recommendations. The MPO will compile legislative recommendations for the County to submit to the local legislative delegation, Florida legislative committees, and other regional bodies relating to transportation planning and transportation-related aspects of comprehensive planning. The MPO will consult and coordinate with the County and other local governments on assessing the impacts or opportunities presented by state and federal legislation and policy initiatives.

(m) Comprehensive Planning. The MPO will assist the County and other local governments in developing elements of their Comprehensive Plans so that such plans will be as consistent as possible with the MPO Transportation Plan as required by state law.

(n) Other. Any additional tasks or services requested to be performed by the MPO for the County, not delineated in this Agreement, may be performed upon the approval of the MPO’s Executive Director or the MPO’s Governing Board.

6.2 Limitation on MPO Services to be Provided. The parties understand and agree that the services provided to the County during the term of this Agreement, including the costs of such services, shall be set forth in a written work order signed by County’s Administrator or his designee and the MPO’s Executive Director or his designee, or the parties to this Agreement. The cost of such services shall be based upon and consistent with the actual hourly cost of the MPO staff assigned to do the work, and the actual hourly contract rates of any MPO contractors or consultants who are utilized in the performance of the services. If determined necessary, work orders will be approved by County’s Board of County Commissioners and the MPO Governing Board.

SECTION 7. MPO PERSONNEL.

7.1 MPO Staff. (a) The MPO Executive Director shall be an employee of the County who serves under the day-to-day direction, supervision and control of the MPO Governing Board. All other MPO staff will also be County employees assigned to the MPO by County; provided, that such employees have been deemed qualified, by the MPO’s Executive Director, for the positions to be held. MPO staff will report to and serve under the day-to-day direction, supervision and control of the MPO’s Executive Director. The MPO’s Executive Director will have the same authority to discipline and terminate employees as is possessed by the heads of the County’s departments. The County will not have day-to-day responsibility, supervision, management or control over the MPO staff. The MPO staff and its Executive Director shall be deemed to be functionally independent of the County in the performance of their duties and responsibilities for the MPO, except as may be provided in this Agreement or by an MOU signed by the MPO Chair or the MPO’s Executive Director and the County’s Administrator or his designee. No County department head shall have oversight over the MPO staff. Neither the MPO’s Executive Director nor the MPO staff shall be encompassed within a department of the County or shown on the County’s organizational chart as a division of a County department.

(b) All MPO staff shall remain employed in the County job classification held as of the effective date of this Agreement and shall retain their status as at-will or County Merit Service employees. It is the desire of the parties that each current MPO staff member maintains his or her current Merit Service status so long as the employee retains and occupies the job classification held on the effective date of this Agreement. However, any change in a Merit Service employee’s job classification, including but not limited to that resulting from a promotion, demotion or any other
reclassification will result in the employee no longer being a part of County’s Merit Service and the employee’s position will become at-will. All new hires and each new MPO staff position created will be at-will.

(c) In order to facilitate the functional independence of the MPO staff, the County agrees that job classifications, salaries, layoffs and furloughs, and other policies may be modified for the MPO staff, provided that the MPO has the financial resources to be responsible for such modifications, the modifications are not prohibited by and will not conflict with the Merit Rules, the modifications are consistent with applicable state, federal and local law, and the modifications will not increase the County’s financial responsibility or liability.

(d) In the event the County is determined to be liable for the acts or decisions of the MPO, its Governing Board, Executive Director, or any employee assigned to the MPO staff, the MPO shall reimburse the County for all costs and expenses incurred by County, including all attorney fees and costs, as a result of any act, decision or failure to act, in whole or in part, by the MPO Governing Board, its Executive Director, or the MPO staff.

(e) Each County employee assigned to the MPO, including its Executive Director and staff, will receive the same benefits as are made available to other general employees of the County (i.e., rank and file employees who are not members of a collective bargaining unit) holding a similar position or classification, unless such benefits are modified as provided herein or not available by law, rule or regulation.

(f) The MPO shall perform services under this Agreement as an independent contractor and nothing contained herein shall be construed or interpreted to mean that the MPO, its Governing Body, or any member thereof, is an agent, employee, servant, volunteer or representative of the County and none shall possess the authority to bind the County to any representation, act or agreement. Neither the MPO’s Executive Director nor any member of the MPO staff shall have the authority to bind the County to any representation, act or agreement, except as expressly allowed herein. The MPO shall be responsible for any and all acts or failures to act, including but not limited to negligent acts or omissions, and wrongful acts which the County is or is claimed to be responsible for as a result of its status as the employer of the MPO’s Executive Director or any member of the MPO staff.

(g) In the event there is or will be a vacancy in the position of the MPO’s Executive Director, the County’s Administrator or his designee will meet with the MPO’s Chair to discuss the process to be used to select a new Executive Director. In the event a selection committee process will be used, the County will advertise the position and screen the applicants. The County’s Administrator or his designee and the MPO’s Chair and Vice-Chair will serve on the selection committee. The County’s Administrator and the MPO’s Governing Board will each designate 2 additional individuals to serve on the selection committee so that a total of seven individuals may sit on the selection committee. The selection committee will review the applications, select the applicants to be interviewed and forward its recommendation to the MPO Governing Board. The MPO Governing Board may accept or reject the recommendation. If the recommendation is rejected, the selection committee will reconvene. If the MPO Governing Board accepts the recommendation it will forward its selection to County’s Administrator who will present the recommendation to County’s Board of County Commissioners for approval. If County’s Board of County Commissioners rejects the recommendation, the selection committee will reconvene. The MPO and County acknowledge that a different process may be used as determined appropriate by the parties.
(h) Notwithstanding anything contained in this Agreement, the County, as the employer of all MPO staff, including the MPO’s Executive Director, has the ultimate authority to remove, reassign, suspend or terminate any MPO staff or the MPO Executive Director. Nothing contained in this Agreement shall deprive the County of its ultimate authority or interfere with its exercise of such authority.

(i) The County may, upon the request or recommendation of the MPO Governing Body, terminate the MPO Executive Director for any reason or no reason at all. The County may also remove, reassign, suspend or terminate the MPO Executive Director for cause which includes but is not limited to misconduct, incompetency, insubordination, neglect of duty, being convicted or found guilty of, or entering a plea of guilty to any crime, regardless of adjudication of guilt, or any other good cause as determined by County. The MPO Executive Director’s status shall, at all times, be that of an at-will employee of the County. Nothing contained in this Agreement shall alter the MPO Executive Director’s status as an at-will employee of the County, create enforceable rights in the MPO Executive Director’s employment or continued employment with the County, or impinge upon the MPO’s Executive Director’s right to resign employment at any time for any reason or no reason at all.

7.2 MPO Employees. In the event the MPO desires to retain its own employees, the MPO shall notify the County of such intention at least one (1) year and one (1) month prior to the expiration of the then current term of this Agreement. The County shall have no liability or responsibility for MPO employees. The MPO’s Executive Director shall meet with the County Administrator and staff, and the Clerk and Comptroller, if deemed necessary by County, to facilitate the cessation of services from MPO staff and/or the County. The MPO agrees that it will offer first opportunity for employment to County employees currently assigned to the MPO (i.e., MPO staff) if the individuals are deemed qualified for employment.

7.3 Personnel Policies. (a) Although the MPO staff will be subject to County’s Merit Rules and Regulations (referred to herein as the “Merit Rules”) and the employment policies and rules of the County, the MPO may adopt its own employment policies and rules so long as they do not conflict with the Merit Rules applicable to County Merit Service employees and those applicable to at-will employees. The MPO further agrees that any employment policies and rules it adopts will conform to the requirements of applicable state, federal and local law, including but not limited to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq, and all applicable state, federal and local laws, rules and regulations.

(b) A copy of any MPO proposed policy or rule shall be forwarded to the County’s Administrator and Human Resources Director for review and comment prior to adoption. If the County advises the MPO that it is has no objection to the proposed rule or policy (that it conforms to the requirements of law and is not inconsistent with the Merit Rules) it may become effective upon adoption. If the rule or policy is not acceptable to the County, the Chair of the MPO Governing Body or his designee and the MPO’s Executive Director will meet with County’s Administrator and/or Human Resources Director and other appropriate staff to attempt to resolve the County’s concern or objection, with the goal of facilitating the desires of the MPO.
(c) The MPO may, from time to time, modify the job descriptions, classifications, pay grades and salary ranges of each of its positions, in accordance with the Merit Rules, County’s Pay Plan and other applicable policies of the County to the extent such are applicable to the modification. The retention, supervision, discipline, evaluation, layoff, and dismissal of MPO staff shall be under the day-to-day direction, supervision, responsibility and control of the MPO.

7.4 County Human Resources. (a) The County will make its personnel services available to the MPO on the same terms and conditions such services are made available to the County’s departments. Such personnel services may include the recruitment, hiring, screening, background and/or credit examination, and applicable pre-employment physical and drug testing of the MPO’s Executive Director and the MPO staff and prospective staff. The County will permit MPO staff to participate in personnel-related training courses and programs on the same terms and conditions such courses and programs are made available to the County general employees. The MPO’s Executive Director and MPO staff may receive unemployment compensation benefits, on the same terms and conditions that such benefits are made available by the County to its general employees.

(b) Notwithstanding anything contained herein, all personnel records of the MPO’s Executive Director and staff shall be deemed public records of the County and shall be maintained in accordance with the policies and requirements of the County and Florida’s Public Records Law.

7.5 County Employee Benefit Programs. (a) The MPO’s Executive Director and MPO staff will participate in the County’s employee benefits programs on the same basis and on the same terms and conditions the County makes such benefits available to its general employees and retirees. Such benefits currently include health plan(s), flexible spending accounts, participation in the Florida Retirement System, wellness programs, employee assistance program (EAP), pharmacy plan, dental plan, vision plan, life insurance, supplemental life insurance, long term disability insurance, short term disability insurance, deferred compensation, etc. The MPO understands and agrees that all employee benefit programs offered by County may change from time to time and can be withdrawn at any time as determined by County in its sole discretion. If benefit programs are changed, added or removed, the MPO staff will be advised of the changes, additions or deletions in the same manner and at the same time that the general employees of the County are notified. The MPO shall be responsible for the “employer” share of costs associated with the provision of any benefit program, and individual MPO staff members, including its Executive Director, will be responsible for all employee required co-pays, contributions or payment(s) on the same basis, terms and conditions that the County’s general employees are responsible for such co-pays, contributions or payments.

(b) Should the MPO desire to employ all or some of its own staff or personnel, the County may require the modification of this Agreement or that the MPO enter into a separate agreement with the County and/or plan provider relating to its participation in the group health plan and/or other employee benefit plan(s) and the administration thereof. The parties’ representatives shall meet and determine which, if any, County employee benefits will be made available for the participation of the MPO employees that are not County employees assigned to the MPO. The MPO shall be responsible for all costs associated with the provision of benefits to the MPO staff or employees. Notwithstanding any provision of this Agreement, if the MPO notifies County that it intends to employ all or some of its own staff or Executive Director (i.e., hire or utilize non-County employees), the County shall not be obligated to make its benefit plans or other personnel-related benefits or services available to the MPO and/or to continue its relationship with the MPO, and the County may terminate this Agreement. The termination, cure and notice requirements of Sections 11 and 32 may be waived or modified by
County’s Administrator and the MPO’s Executive Director, to facilitate the purposes of this Section 7 of the Agreement and the desires of the parties.

(c) All MPO staff, by virtue of their status as County employees, will be required to participate in the Florida Retirement System (FRS) in accordance with Florida law. The County will oversee and administer the MPO staff’s participation in FRS by deducting and remitting to FRS all required employee contributions. The County will make reports and remit employer required contributions to the FRS. Only the MPO’s Executive Director will be eligible for FRS senior management service class status.

7.6 Staff Liability Insurance. MPO staff, at the MPO’s cost and expense, may be included within the terms of the automobile, general liability and workers compensation insurance programs purchased by the County to provide such coverage for County’s general employees while acting within the course and scope of their employment, and will be covered under such plans to the same extent and under the same terms and conditions as the County’s general employees.

SECTION 8. BUDGET AND REIMBURSEMENT.

8.1 Budget. The MPO shall annually prepare a budget necessary to perform the functions of the MPO as mandated by federal and state law. The MPO budget shall provide the following:

(a) The MPO’s budget shall be prepared so as to cover the costs and expenses of all support services, including but not limited to the office space, facilities, equipment, supplies, services, contractors, personnel, staff and any other incidental matter or service provided or to be provided by the County to the MPO pursuant to this Agreement. The budget shall also include revenue payable to the MPO by the County for all support services the MPO provides to the County pursuant to this Agreement.

(b) The MPO shall have prepared and submitted its annual budget to the appropriate state and federal agencies for approval no later than July 1st of each calendar year. The MPO shall submit its budget to the County in accordance with the timetable established by County’s Administrator each calendar year. The parties acknowledge that their budget cycles do not coincide, and the need of each to work cooperatively with the other to address their budget needs. The County acknowledges the MPO’s need for the MPO’s annual budget to coincide with its UPWP and the MPO acknowledges the County’s inability to commit funds for the use or benefit of the MPO until the County’s budget has been approved. The MPO may be required to provide forms and documents in the same manner required of the County’s departments. In addition, the MPO may be required to submit additional documents or information needed by County related to its receipt and/or expenditure of County, state, and federal funds and its status as an entity separate from that of the County.

(c) The MPO Governing Board shall approve the MPO’s annual operating budget and UPWP. The County will not be required to approve or review the MPO’s budget, but must review and approve expenditures of County funds that are furnished to or used as matching funds by the MPO, or advanced to the MPO, with reimbursement to the County to follow.

(d) Changes to the MPO’s budget shall be reviewed and approved by the MPO Governing Board unless such changes affect the County’s budget. MPO staff shall provide appropriate information to County’s Department of Financial Management & Budget (OFMB) to have changes
processed. Budget amendments that affect the County’s budget must be reviewed and approved by County. The County may not approve or deny changes to the MPO budget that have no impact upon the County’s budget. A transmittal order from the MPO signed by the MPO’s Executive Director with specific directions shall be sufficient to validate adoption of a budget or an amendment thereto.

(e) It is the responsibility of the MPO to ensure that all applicable state, federal and local laws, rules, regulations, guidances, policies and procedures are followed in preparing the MPO’s annual budget. If the County’s Department of Financial Management and Budget (OFMB) determines the budget is inconsistent with applicable state, federal and local laws, rules, regulations, guidances, policies and procedures, it will notify the MPO of such inconsistency and the MPO’s Executive Director or other appropriate staff will meet with OFMB staff to resolve the inconsistency as soon as reasonably possible.

8.2 Reimbursement of Fund Advances. The MPO shall reconcile its accounts by promptly submitting invoices to the appropriate federal, state and local grantors for program expenditures and shall promptly forward reimbursement payments to County upon receipt or it may direct that such payments be transmitted to County if possible.

SECTION 9. COMPENSATION AND COSTS.

9.1 Compensation to the MPO. The County will compensate the MPO for the performance of services requested by County as described in Section 6 of this Agreement. The MPO shall track all hours of service and prepare and submit a monthly invoice to the County for the services or as otherwise agreed to in a particular work order. The MPO shall describe the services provided, identify the costs associated with the services, including the actual hourly costs associated with the provision of the services, identify the department for which the services were provided and the individual who authorized the services, and provide other information requested by County to document the delivery and receipt of services and to enable the Clerk to perform her pre-audit function. If requested by County, the MPO will provide progress reports and deliverables to the County in accordance with a schedule agreed to by the MPO’s Executive Director and the applicable County department head. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70, et seq.

SECTION 10. ADVANCEMENT AND REIMBURSEMENT OF FUNDS.

10.1 Line of Credit. At no cost to the MPO, the County will provide County funds to the MPO to be used to pay certain costs or expenses not reimbursable by federal or state agencies; provided, that such costs or expenses are included within the MPO’s budget approved by the County. County also agrees to advance certain funds included within the MPO’s budget approved by the MPO which are to be reimbursed by federal or state agencies. All funds advanced by the County shall be repaid from time to time by the MPO from state and federal transportation planning grants that the MPO receives as a metropolitan planning organization. The MPO shall prepare and submit invoices in a timely manner for reimbursement of expenses from the MPO’s state and federal transportation planning grants. All reimbursements shall be promptly deposited with the County upon receipt by the MPO and credited to any outstanding MPO line of credit balance. The County will not, within a particular fiscal year, penalize the MPO, limit its line of credit, delay line of credit payments to the MPO, or charge interest or other fees for delayed or disapproved reimbursements from state or federal sources provided,
however, that the failure of the MPO to receive reimbursement shall not excuse or release the MPO from its obligation to repay to the County the advanced funds.

SECTION 11. TERMINATION.

11.1 Termination for Cause. If either party fails or refuses to perform any of the provisions of this Agreement or otherwise fails to timely satisfy the provisions of this Agreement, the non-performing party shall be notified in writing of its non-performance and provided with no less than six (6) months to cure its non-performance. In the event the non-performing party has not cured its breach within the time period specified, the other party may terminate this Agreement upon no less than six (6) months’ additional written notice to the non-performing party of its intent to terminate and shall specify in such notice the effective date of its termination.

11.2 Termination for Convenience. Either party may terminate this Agreement for convenience by providing written notice to the other party at least one (1) year prior to the date that this Agreement is proposed to be terminated.

11.3 Termination - Records and Payment. Upon termination of this Agreement, each party shall turn over to the other party, within a reasonable period of time (not to exceed thirty (30) days), all records held by it with respect to this Agreement in accordance with Florida law regarding the transfer of public records to a successor custodian. The County shall release all funds of the MPO then held by the County after the County applies the funds to any outstanding amounts owed to the County. The County shall only be responsible for payment for services provided prior to the effective date of termination. The parties agree that neither party waives any of its rights to seek damages of any kind against the other party in the event of any default of any of the terms hereunder. After termination, this Agreement shall have no further continuing effect and the parties will not be obligated to each other, except those obligations noted as surviving termination, those duties or responsibilities to be carried out upon or after termination, and those duties or responsibilities arising on or before the date of termination which have not been completed and are of a continuing nature or character.

SECTION 12. RECORD-KEEPING AND RETENTION.

12.1 The MPO shall prepare and retain all books, papers, records and accounts related to this Agreement in accordance with generally accepted accounting procedures and with federal requirements, including but not limited to, 23 CFR Part 420, 49 CFR Part 18, and 49 CFR 18.42. All books, papers, records and accounts made in connection with this Agreement are open to inspection and shall be retained by the MPO for a period of five (5) years after termination of this Agreement. All books, papers, records and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes, and appropriate records retention requirements as may be implemented by the State of Florida from time to time.

SECTION 13. LIABILITY INSURANCE.

13.1 The MPO may provide, at its expense, general liability and errors and omissions insurance for the MPO Governing Board. The MPO shall provide, at its own expense, any additional insurance as may be required by the County related to the MPO’s activities under this Agreement including, but not limited to, the MPO’s use of any County facilities, equipment, personnel or services.
SECTION 14. INDEMNIFICATION.

14.1 (a) To the extent permitted by law, the MPO shall indemnify and hold harmless the County and its officers, servants, agents, employees and volunteers from and against all claims, damages, losses and liabilities, including attorney’s fees and costs, and the fees and costs of appeals, arising out of the MPO’s activities and services provided under this Agreement, to the extent of the liability of the MPO, where the claim, damage, loss, or liability is caused in whole or in part by the MPO or any of its subcontractors, officers, servants, agents, employees or volunteers. The MPO’s indemnification obligation shall be limited to not more than $300,000 in the aggregate or such liability limits established by law.

(b) To the extent permitted by law, the County shall indemnify and hold harmless the MPO and its agents and employees from and against all claims, damages, losses and liabilities, including attorney’s fees, arising out of the County’s activities and services provided under this Agreement to the extent of the liability of the County, where the claim, damages, or loss is caused in whole or in part by the County or its officers, servants, agents, and employees not assigned to the MPO, or volunteers. The County’s indemnification shall be limited to not more than $300,000 in the aggregate or such liability limits established by law.

(c) The parties acknowledge specific consideration has been exchanged for this provision. Nothing herein shall be construed as a waiver of a party’s sovereign immunity or a party’s assumption of liability for the negligence or willful misconduct of the other. Nothing herein shall waive the liability limits of Section 768.28, Florida Statutes.

SECTION 15. FEDERAL PARTICIPATION AND USE OF FEDERAL FUNDS.

15.1 Federal Participation. It is understood and agreed by the parties that in order to permit MPO participation in the expenditure of Federal PL Funds, this Agreement may be subject to the approval of FHWA and FDOT. The parties agree no supplemental agreement of any nature may be entered into by the parties hereto with regard to the services to be performed hereunder involving the expenditure or use of Federal PL Funds without the approval of FHWA or as otherwise provided for in this Agreement.

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

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

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

**SECTION 16. ASSET MANAGEMENT.**

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

**SECTION 17. CONTRACT MANAGEMENT AND LEGAL SERVICES.**

17.1 Contract Management. The MPO shall maintain all of its contracts. All contracts are approved by the MPO Governing Board and will not be included within the County’s contract management system.

17.2 Legal Services. (a) County’s Office of County Attorney ("County Attorney") will provide legal services to the same extent such services are provided to the County’s departments, divisions, and boards in legal matters relating to their official responsibilities. The County Attorney shall not provide legal services in the event of a dispute between the County and the MPO or where the provision of such services would be in violation of the Rules Regulating the Florida Bar unless, upon consultation regarding the advantages, risks, and implications of dual representation and pursuant to Rule 4-1.7(b) of the Rules Regulating the Florida Bar, the MPO and the County consent to dual representation by the County Attorney.

(b) The County Attorney will, under the general direction of the MPO Governing Board and the day-to-day direction of the MPO’s Executive Director, provide professional legal representation for the MPO; provided that such direction does not create an ethical conflict for the County Attorney or his or her staff.

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

(d) Because representation by an attorney is a personal issue, either party may terminate the services provided by the County Attorney for any reason or for its convenience and without cause by giving no less than one (1) day’s written notice to the other, which may include the effective date of termination; provided, however, that in terminating this Agreement, the County Attorney will honor its obligations under the provisions of Rule 4-1.16, of the Code of Professional Conduct of the Florida Bar.

**SECTION 18. PROHIBITED INTERESTS.**

18.1 Neither the MPO nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with this Agreement or any services included or planned to be performed pursuant to this Agreement, in which a member, officer, or employee of the MPO, either during his or her tenure or for one (1) year thereafter or such additional period of time required by law or agreement, has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquired or had acquired prior to the beginning of his or
her tenure any such interest, and if such interest is immediately disclosed to the MPO and such disclosure is entered in the minutes of the MPO, the MPO, to the extent provided by law, may waive the prohibition contained in this paragraph; provided that any such present member, officer, or employee shall not participate in any action by the MPO or the locality relating to such contract, subcontract, or arrangement.

18.2 The MPO shall insert in all contracts entered into in connection with this Agreement or planned to be included in any MPO Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

No member, officer, or employee of the MPO either during his or her tenure or for one (1) year thereafter shall have any interests, direct or indirect, in this contract or the proceeds thereof.

18.3 The provisions of this paragraph shall not be applicable to any agreement between the MPO and its fiscal depositories, or to any agreement for utility services; the rates for which are fixed or controlled by a governmental agency.

SECTION 19. PUBLIC ENTITY CRIMES.

19.1 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 contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

SECTION 20. UNAUTHORIZED ALIEN WORKERS AND E-VERIFY.

20.1 Neither party will intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. §1324a (Section 274a of the Immigration and Nationality Act (“INA”). A party’s employment of unauthorized aliens constitutes grounds for the termination of this Agreement for cause by the non-breaching party.

21.2 (a) Each party has agreements with FDOT which require it to agree and assure FDOT that the U.S. Department of Homeland Security’s E-Verify System (“System”) will be used to verify the employment eligibility of its employees and the employees of its subcontractors. Accordingly, each party agrees that it will utilize the System, in accordance with law and the regulations applicable to the System, to verify the employment eligibility of employees and that it will require any subcontractor it uses to perform services which it knows will be paid from FDOT funds to verify the employment eligibility of the subcontractor’s employees. Each party will provide evidence to the other party and to FDOT that it and its subcontractors have so verified the employment eligibility of all employees, and will do so on forms and in the manner required by the party to whom the verification is provided.

(b) Each party acknowledges that the other party has received and will seek funds from FDOT, and that such funds may be used to pay for services provides under this Agreement. Each party
further acknowledges that FDOT has advised recipients of FDOT funds that it will consider the employment of unauthorized aliens to be a violation of the Immigration and Nationality Act. Each party affirms to the other that it will not knowingly employ unauthorized aliens or take any other act which may cause the other party to be in violation of any term or condition of any agreement either has with FDOT.

(c) The provisions of paragraphs (a) and (b) above shall remain in effect so long as either party is required under its agreements with FDOT or other lawful executive order, rule, or law, to include these obligations in its contracts and subcontracts.

SECTION 21. FEDERAL TAX ID NUMBER.

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

SECTION 22. TITLE VI.

22.1 During the performance of this Agreement, each party agrees as follows:

(a) Compliance with Regulations. Each party will comply with the non-discrimination regulations applicable to federally assisted programs of the U.S. Department of Transportation ("U.S. DOT") at 49 CFR part 21, as they may be amended from time to time (referred to hereafter as the "Regulations"). Said Regulations are hereby incorporated into and made a part of this Agreement by reference.

(b) Nondiscrimination. Each party, with regard to the work performed during this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Neither party will participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5 of the Regulations, including employment practices if this Agreement covers a program set forth in Appendix B of the Regulations.

(c) Solicitations for Subcontractors, including Procurements of Materials and Equipment. In all solicitations made by either party, 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 soliciting or negotiating party of its obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(d) Information and Reports. Each party shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the FDOT, FHWA, FTA, Federal Aviation Administration, 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 party is in the exclusive possession of another who fails or refuses to furnish this information, each party shall so certify to FDOT, FHWA, FTA, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance. In the event of a party's noncompliance with the
nondiscrimination provisions of this Agreement, FDOT shall impose such contract sanctions as it or the FHWA, FTA, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

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

(f) **Incorporation of Provisions.** Each party shall include the provisions of paragraphs (a) through (f) of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Each party shall take such action with respect to any subcontract or procurement as FDOT, FHWA, FTA, 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 party becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the party may request FDOT to enter into such litigation to protect the interests of FDOT, and, in addition, the party may request the United States to enter into such litigation to protect the interests of the United States.

(g) As required by 49 CFR §26.13, each party affirms and advises the other that it shall not discriminate on the basis of race, color, national origin, religion, gender, age or disability in the award and performance of any U.S.DOT-assisted contract or in the administration of its Disadvantaged Business Enterprise ("DBE") program or the requirements of 49 CFR Part 26. Each party shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts.

**SECTION 23. AUDIT, INSPECTION, AND EQUIPMENT.**

23.1 Each party agrees as follows:

(a) Each party will permit and shall require its contractors to permit the FHWA, FTA, and FDOT authorized representatives to inspect all work, materials, payrolls, records of personnel, invoices or materials, and other relevant data and records; and to audit the books, records, and accounts of the other pertaining to the development and provision of services under this Agreement funded by a federal or state agency. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the FDOT, FHWA, or FTA at all times during the period of a specific UPWP. Copies of these documents and records shall be furnished to the FDOT, FHWA, or FTA upon request.

(b) **Equipment.** Where federal funds are to be used to provide part or all of the cost of equipment, such expenditures must be identified in the adopted UPWP in accordance with 49 CFR, Part 18, Subpart C, Section 163.01(5)(m), Florida Statutes, and the MPO Program Management Handbook, Section 3.7.8.

(c) **Inspector General.** Palm Beach County has established the Office of the Inspector General pursuant to the Office of Inspector General, Palm Beach County, Florida Ordinance, as it may be amended from time to time. The Inspector General ("IG") is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The ordinance requires parties contracting with the County to fully cooperate with the IG. The IG has the power to
subpoena witnesses, administer oaths and require the production of records, and to audit, investigate, monitor, and inspect the activities of the parties, their officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption, waste and fraud. A violation of the ordinance is punishable, pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor.

SECTION 24. EQUAL OPPORTUNITY.

24.1 Each party warrants and represents that all of its employees and applicants for employment are treated equally during employment without regard to race, color, religion, sex, age, national origin, ancestry, disability, marital status, familial status, sexual orientation, or gender identity or expression and that no person shall, on the grounds of race, color, religion, sex, age, national origin, ancestry, disability, marital status, familial status, sexual orientation, or gender identity or expression be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

SECTION 25. CONSTRUCTION OF AGREEMENT.

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

SECTION 26. GOVERNING LAWS.

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

SECTION 27. VENUE.

27.1 Venue for any action brought pursuant to this Agreement shall be in a court of competent jurisdiction in and for Palm Beach County, Florida, or if in Federal court in the U.S. District Court for the 4th District of Florida. Any trial shall be non-jury.

SECTION 28. ATTORNEYS’ FEES.

28.1 In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorneys’ and paralegals’ fees and costs.

SECTION 29. SEVERABILITY.

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

SECTION 30. ASSIGNMENT.

30.1 This Agreement and the services to be provided hereunder shall not be assigned, sub-contracted, or sublet by either party without the express written permission of the other party, which
may be denied for any reason or no reason. Additional consideration has been given by the parties for this provision.

SECTION 31 MODIFICATIONS.

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

SECTION 32. NOTICE.

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

To the MPO:
Executive Director
Palm Beach MPO
2300 N. Jog Rd, 4th Floor
West Palm Beach, FL 33411

To the County:
County Administrator
Palm Beach County, Florida
301 N. Olive Ave, 11th Floor
West Palm Beach Florida 33401

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

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

SECTION 33. EXECUTION OF AGREEMENT.

Section 33.1 This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

SECTION 34. EFFECTIVE DATE.

Section 34.1 A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.
SECTION 35. NO THIRD PARTY BENEFICIARIES.

Section 35.1 The parties acknowledge that this Agreement is not intended to be a third party beneficiary contract and neither creates rights in nor confers rights to anyone other than the MPO and County. Nothing contained herein creates a contract of employment between the MPO Executive Director and the County or between any member of the MPO staff and the County. Nothing contained herein creates a contract of employment between the MPO Executive Director or any member of the MPO staff and the MPO Governing Board. Nothing contained herein creates enforceable rights in the employment or continued employment of any MPO staff or the MPO Executive Director.

(Remainder of Page Intentionally Left Blank)
IN WITNESS WHEREOF, the undersigned parties have approved this Interlocal Agreement for Staff and Services and directed the undersigned officials to execute on their behalf.

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

By: [Signature]
Steven L. Abrams, Mayor

Palm Beach Metropolitan Planning Organization

By: [Signature]
Susan Haynie, Chair

Attest:
Sharon R. Bock, Clerk & Comptroller

By: [Signature]
Deputy Clerk

Approved this __ day of __, 2013.

Approved as to Terms and Conditions

By: [Signature]
Brad Merriman
Assistant County Administrator

Approved as to Form and Legal Sufficiency

By: [Signature]
Palm Beach County Attorney

Attest:
Randy Whitfield, Executive Director

By: [Signature]
Randy Whitfield, Executive Director

Approved as to Terms and Conditions

By: [Signature]
MPO Attorney
Four strategic categories of objectives were identified for administering the agency:

› **Provide Roles & Responsibilities Training:** Develop, deliver, and provide access to training for MPO Governing Board, standing committee, and staff members that supports the effective performance of their individual roles. This may include handbooks, on-site training, off-site training, and attendance at conferences and/or workshops (including the Metropolitan Planning Organization Advisory Council Institute).

› **Identify Meeting Space Options:** Investigate and identify meeting space options that are accessible; accommodate the expected numbers of members, staff, presenters, and attendees; provide unimpeded visual and audible access to speakers and presentations from all seats; and, are equipped with functional and reliable state-of-the-practice technology.

› **Manage Expenditures:** Complete quarterly comparisons of expenditures against approved budgets, make semi-annual adjustments if needed, to align budgets and expenditures, and prepare and provide annual reports to the MPO Board that demonstrate budget compliance or explain the reason for a greater variance.

› **Implement Strategic Plan:** Routinely assess progress being made towards achieving the objectives identified in the Plan. Complete an annual report indicating the status of each objective.

The following table summarizes the activities per objective and associated measure and target.

<table>
<thead>
<tr>
<th>OBJECTIVES</th>
<th>MEASURES</th>
<th>TARGETS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide Roles &amp; Responsibilities Training</td>
<td>1.A Provide MPO Governing Board Members opportunities to attend MPO training</td>
<td>Governing Board member trainings attended per year</td>
</tr>
<tr>
<td></td>
<td>1.B Provide MPO staff opportunities to attend MPO-related training/conferences</td>
<td>Staff-person trainings attended per year</td>
</tr>
<tr>
<td>Identify Meeting Space Options</td>
<td>1.C Identify and evaluate up to three meeting space options</td>
<td>Identify and evaluate up to three options for effective meeting space</td>
</tr>
<tr>
<td>Manage Expenditures</td>
<td>1.D Monitor expenditures against approved budget</td>
<td>Provide quarterly report of budgeted vs. actual expenditures</td>
</tr>
<tr>
<td>Implement Strategic Plan</td>
<td>1.E Monitor progress towards achieving Strategic Plan objectives</td>
<td>Provide Strategic Plan annual report</td>
</tr>
</tbody>
</table>
Two strategic categories of objectives were identified for engaging the public:

- **Create and Implement New MPO Brand:**
  Develop a new image and enhance messaging for the MPO and consistently apply it to all MPO-related materials and outreach strategies. Enhance the website to be more user-friendly for capturing public input.

- **Expand MPO Presence and Outreach:**
  Use social media to expand outreach and track the number of people engaged through all methods utilized. Create and conduct at least two annual community engagement efforts that measure community interests/concerns for the transportation system and gauge community perception of and satisfaction with transportation system and MPO performance.

The following table summarizes the activities per objective and associated measure and target.

<table>
<thead>
<tr>
<th>OBJECTIVES</th>
<th>MEASURES</th>
<th>TARGETS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Create and Implement New MPO Brand</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.A Create and consistently apply new MPO brand</td>
<td>Completion of new branding materials and strategies</td>
<td>July 2017</td>
</tr>
<tr>
<td>2.B Enhance MPO website to capture public input</td>
<td>Provide monthly website activity report</td>
<td>October 2016, monthly thereafter</td>
</tr>
<tr>
<td><strong>Expand MPO Presence and Outreach</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.C Expand social media outreach to inform and engage the public</td>
<td>Provide monthly social media activity report</td>
<td>October 2016, monthly thereafter</td>
</tr>
<tr>
<td>2.D Grow public outreach campaigns</td>
<td>Annual campaigns per year</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Campaign participants per year</td>
<td>500</td>
</tr>
</tbody>
</table>
Two strategic categories of objectives were identified for planning the system:

- **Conduct Non-Motorized and Multimodal Transportation Studies:** Conduct various non-motorized and multimodal transportation studies with partners to identify and ultimately implement projects addressing safety, mobility, accessibility, and connectivity needs. Work with partners to identify and map Complete Street opportunity corridors for future study.

- **Monitor Long Range Plan Implementation:** Ensure that available resources are utilized to advance planned projects into the Transportation Improvement Program (TIP).

The following table summarizes the activities per objective and associated measure and target.

<table>
<thead>
<tr>
<th>OBJECTIVES</th>
<th>MEASURES</th>
<th>TARGETS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Conduct Non-Motorized and Multimodal Transportation Studies</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.A  Conduct multimodal studies for localized areas of concern</td>
<td>Studies commenced per year</td>
<td>2</td>
</tr>
<tr>
<td>3.B  Perform Transit Access Study for 10 Focus Areas</td>
<td>Study completion</td>
<td>July 2018</td>
</tr>
<tr>
<td>3.C  Create map of Complete Street Opportunity Corridors</td>
<td>Complete Street infographic map</td>
<td>July 2018</td>
</tr>
<tr>
<td><strong>Monitor Long Range Plan Implementation</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.D  Monitor implementation of Long Range Transportation Plan projects and programs</td>
<td>Provide Long Range Transportation Plan implementation report</td>
<td>Annually at TIP adoption</td>
</tr>
</tbody>
</table>
Two strategic categories of objectives were identified for prioritizing funds:

› **Leverage Additional Funding:** Maximize the opportunity to obtain additional funding sources through periodic research and proactive coordination with partners on major programs such as TIGER and FASTLANE grants.

› **Monitor and Share Project Status:** Monitor the status and track the project phase for all funded projects through easy-to-understand, highly graphic maps.

The following table summarizes the activities per objective and associated measure and target.

<table>
<thead>
<tr>
<th>OBJECTIVES</th>
<th>MEASURES</th>
<th>TARGETS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Leverage Additional Funding</strong></td>
<td><strong>4.A Research and share current and new funding opportunities</strong></td>
<td><strong>October 2016, annually thereafter</strong></td>
</tr>
<tr>
<td></td>
<td>List of funding opportunities and sources on website</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>4.B Coordinate regional applications for competitive grant programs (e.g. TIGER, FASTLANE, SUN Trails, etc.)</strong></td>
<td><strong>100%</strong></td>
</tr>
<tr>
<td></td>
<td>Percent of annual requests met for coordinated application support</td>
<td></td>
</tr>
<tr>
<td><strong>Monitor and Share Project Status</strong></td>
<td><strong>4.C Prepare and maintain comprehensive map identifying status of all funded transportation projects within the planning area</strong></td>
<td><strong>July 2017, annually thereafter</strong></td>
</tr>
<tr>
<td></td>
<td>Provide funded projects map</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>4.D Prepare and maintain comprehensive map identifying status of all approved/unbuilt development</strong></td>
<td><strong>July 2017, annually thereafter</strong></td>
</tr>
<tr>
<td></td>
<td>Provide approved development map</td>
<td></td>
</tr>
</tbody>
</table>
Two strategic categories of objectives were identified for improving the experience:

› **Increase Information Sharing:** Increase access to transportation information (e.g., maps of transportation system data) that improves transportation planning and user awareness.

› **Support Innovative Ideas:** In the short-term, coordinate with partners to facilitate pop-up demonstration sites that showcase innovative approaches to accommodating community transportation needs. In the long-term, coordinate with partners to implement innovative strategies through already programmed projects (such as resurfacing projects).

The following table summarizes the activities per objective and associated measure and target.

<table>
<thead>
<tr>
<th>OBJECTIVES</th>
<th>MEASURES</th>
<th>TARGETS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Increase Information Sharing</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.A Provide and maintain</td>
<td>Provide system map</td>
<td>July 2017, annually thereafter</td>
</tr>
<tr>
<td>comprehensive and up-to-date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>system maps for all modes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.B Create system performance</td>
<td>Provide system report card</td>
<td>Annually with FDOT Work Program Presentation</td>
</tr>
<tr>
<td>report using the Congestion</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Management Process (CMP)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.C Facilitate pop-up/</td>
<td>Number of demonstration projects per year</td>
<td>2</td>
</tr>
<tr>
<td>demonstration projects</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.D Introduce innovative</td>
<td>Projects reviewed per year</td>
<td>10</td>
</tr>
<tr>
<td>strategies (with partners) into</td>
<td></td>
<td></td>
</tr>
<tr>
<td>already planned projects</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Two strategic categories of objectives were identified for collaborating with partners:

› Expand Technical Services and Support:
  Provide technical training and support to assist local governments with local transportation planning issues and grant applications and to improve success in funding local projects.

› Facilitate Targeted Technical Discussions:
  Facilitate various working groups, as needed, to develop technical guidance, standards, policies, and programs.

The following table summarizes the activities per objective and associated measures and targets.

<table>
<thead>
<tr>
<th>OBJECTIVES</th>
<th>MEASURES</th>
<th>TARGETS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expand Technical Services and Support</td>
<td>6.A Conduct training workshops in preparing applications for Local Initiatives and Transportation Alternative Programs</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Workshops provided per year</td>
<td></td>
</tr>
<tr>
<td></td>
<td>6.B Increase total funding requests received for the Local Initiatives and Transportation Alternative Programs</td>
<td>&gt;2.0</td>
</tr>
<tr>
<td></td>
<td>Ratio of funds requested to funds available</td>
<td></td>
</tr>
<tr>
<td>Facilitate Targeted Technical Discussions</td>
<td>6.C Facilitate Complete Streets work group to develop design guidelines</td>
<td>July 2017</td>
</tr>
<tr>
<td></td>
<td>Completion of Design Guidelines</td>
<td></td>
</tr>
<tr>
<td></td>
<td>6.D Facilitate Road Impact Fee Alternatives work group to develop mobility fee alternatives white paper</td>
<td>January 2017</td>
</tr>
<tr>
<td></td>
<td>Completion of mobility fee white paper</td>
<td></td>
</tr>
</tbody>
</table>
EXECUTIVE SUMMARY
EXECUTIVE SUMMARY

The Transportation Improvement Program (TIP) is a staged program encompassing a five-year period consisting of all regionally significant transportation improvements to all modes of travel in Palm Beach County. The TIP is developed through a continuous, cooperative and comprehensive effort involving the Florida Department of Transportation (FDOT), the Board of County Commissioners, the Port of Palm Beach, South Florida Regional Transportation Authority and municipalities within the County. Consultation is also carried out with the Miami-Dade TPO and Broward MPO during the TIP process.

The TIP identifies transportation improvements funded by Federal, State and local sources in order to assist local governments within the Palm Beach MPO area with their transportation planning efforts. The TIP is based on the FDOT’s FY 18-22 Work Program for Palm Beach County, and generally moves forward the projects in the time frame from previous TIPs. Please note that the identified projects may experience unforeseen changes and that the DOT work program and the TIP may be amended throughout the year to accommodate this.

To provide for continuity and ease of use, the projects contained in the TIP have been aggregated by type and listed in sections. The TIP provides funding for the following project types:

<table>
<thead>
<tr>
<th>PROJECT TYPE</th>
<th>FUNDING</th>
<th>% OF TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. SIS Capacity</td>
<td>$1,005,343,432</td>
<td>34.4%</td>
</tr>
<tr>
<td>2. Major MPO Projects</td>
<td>$142,631,832</td>
<td>4.9%</td>
</tr>
<tr>
<td>3. Local Initiatives Program</td>
<td>$88,898,072</td>
<td>3.0%</td>
</tr>
<tr>
<td>4. Transportation Alternatives Program</td>
<td>$14,221,519</td>
<td>0.5%</td>
</tr>
<tr>
<td>5. SUN Trail Projects</td>
<td>$1,430,000</td>
<td>0.0%</td>
</tr>
<tr>
<td>6. Other FDOT &amp; Local Projects</td>
<td>$129,494,579</td>
<td>4.4%</td>
</tr>
<tr>
<td>7. Major Maintenance</td>
<td>$234,602,863</td>
<td>8.0%</td>
</tr>
<tr>
<td>8. O&amp;M - Roadways</td>
<td>$631,193,498</td>
<td>21.6%</td>
</tr>
<tr>
<td>9. O&amp;M - Transit</td>
<td>$524,656,348</td>
<td>18.0%</td>
</tr>
<tr>
<td>10. Airports</td>
<td>$78,294,758</td>
<td>2.7%</td>
</tr>
<tr>
<td>11. Railroads</td>
<td>$58,240,384</td>
<td>2.0%</td>
</tr>
<tr>
<td>12. Seaport</td>
<td>$10,000,000</td>
<td>0.3%</td>
</tr>
</tbody>
</table>

TOTAL TIP FY 2018-2022 $2,919,007,285 100.0%
**Time Frame**
This document includes a five-year implementation schedule for Fiscal Year 2018 through Fiscal Year 2022 following the federal fiscal calendar which begins on October 1st and ends on September 30th (i.e. Fiscal Year 2018 addresses the dates of October 1, 2017 to September 30, 2018). However, projects utilizing state funds are based on a fiscal year beginning July 1st and ending June 30th.

**Prioritization**
In order to be included in the TIP, a project must be consistent with the MPO adopted long-range transportation plan (LRTP). The adopted LRTP was prepared using estimates of available revenues and project and program costs and is presumed to be cost feasible. The LRTP is referenced in local comprehensive plans and seeks consistency with these plans to the maximum extent feasible. The MPO adopted a list of Priority Projects from the LRTP in September and transmitted them to FDOT for use in preparing the tentative Work Program – these are included in Appendix C and highlighted in the summary of projects section. FDOT then developed the Draft Tentative Work Program and provided the schedule of projects for creation of the TIP. The prioritization of projects in each category is explained in greater detail below.

**SIS Capacity** Strategic Intermodal System projects are prioritized by FDOT to support regional mobility.

**Major MPO Projects** The MPO Board annually prioritizes major highway, transit and freight projects from the Cost Feasible Plan based on the Goals, Objectives and Values in the LRTP and the Congestion Management Process (CMP).

**Local Initiative Program** Lower cost, non-regionally significant projects submitted to the MPO annually by local agencies and prioritized using a project scoring system based on the Goals, Objectives and Values in the LRTP.

**Transportation Alternatives Program** Active transportation projects submitted to the MPO annually by local agencies and prioritized through the Bicycle Trailways Pedestrian Advisory Committee (BTPAC).

**Shared-Use Nonmotorized (SUN) Trail Network** Local governments may submit projects annually to the MPO for prioritization to seek state funding for project implementation. Projects must be paved non-motorized trails on the priority network established by the Florida Office of Greenways and Trails (OGT).

**Other FDOT and Local Projects** These projects are advanced by agencies other than the MPO with outside discretionary funding sources (e.g. local gas taxes, local impact fees, county incentive grant funds, highway safety program funds, etc.).

**Major Maintenance** Projects proposed by the maintaining agencies based on the condition of the transportation infrastructure. These are larger projects representing an opportunity to enhance existing facilities through scope modifications or additions.

**O&M - Roadways** Operations and maintenance projects proposed by the maintaining agencies based on the condition of the transportation infrastructure and the need to operate it efficiently.

**O&M – Transit** Projects proposed by the transit agencies to continue to operate existing services.

**Airports, Railroads and Seaport** Projects identified by facility owner/operators consistent with their respective master plans.
**GLOSSARY OF PROJECT PHASES**

<table>
<thead>
<tr>
<th>PHASE CODE</th>
<th>NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAP</td>
<td>Capital</td>
</tr>
<tr>
<td>CST</td>
<td>Construction Scheduled</td>
</tr>
<tr>
<td>DSB</td>
<td>Design Build</td>
</tr>
<tr>
<td>ENV</td>
<td>Environmental</td>
</tr>
<tr>
<td>INC</td>
<td>Contract Incentives</td>
</tr>
<tr>
<td>MNT</td>
<td>Maintenance</td>
</tr>
<tr>
<td>MSC</td>
<td>Miscellaneous Construction Scheduled</td>
</tr>
<tr>
<td>OPS</td>
<td>Operations</td>
</tr>
<tr>
<td>PDE</td>
<td>Project Development and Environmental</td>
</tr>
<tr>
<td>PE</td>
<td>Preliminary Engineering Scheduled</td>
</tr>
<tr>
<td>PLN</td>
<td>Planning Scheduled</td>
</tr>
<tr>
<td>ROW</td>
<td>Right of Way Acquisition Scheduled</td>
</tr>
<tr>
<td>RRU</td>
<td>Railroad &amp; Utilities</td>
</tr>
</tbody>
</table>
Summary of Projects
The following tables highlight the status of MPO Priority Projects, projects scheduled for construction in FY 2018, and some of the more significant changes between the adopted FY 17-21 TIP and the FY 18-22 TIP. A typical project includes a Project Development and Environment (PD&E) phase, a Design (PE) phase, a Right of Way (ROW) phase and a Construction (CST) phase.

Table 1: Major MPO Projects

<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 18</th>
<th>FY 18</th>
<th>FY 19</th>
<th>FY 20</th>
<th>FY 21</th>
<th>FY 22</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Funding in TIP ($1,000s)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>FY 18</td>
<td>FY 19</td>
<td>FY 20</td>
<td>FY 21</td>
<td>FY 22</td>
<td>Notes/ Needs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>2296643</td>
<td>SR 7</td>
<td>60th St to Northlake Blvd.</td>
<td>Construct new 4 lane road                                                  $54,493</td>
<td>$49,612</td>
<td>ROW</td>
<td>$44</td>
<td>ROW</td>
<td>$516</td>
<td>ROW</td>
<td>$371</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>ROW $44 (ENV $2,861)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2296644</td>
<td>SR 7</td>
<td>Okeechobee Blvd. to 60th St</td>
<td>Widen from 2 to 4 lanes                                                     $19,875</td>
<td>$19,875</td>
<td>ROW</td>
<td>$44</td>
<td>ROW</td>
<td>$516</td>
<td>ROW</td>
<td>$371</td>
</tr>
<tr>
<td>3</td>
<td>4193452</td>
<td>Southern Blvd / SR 80</td>
<td>L-8 Canal to W of Forest Hill</td>
<td>Widen from 4 to 6 lanes                                                     $52,948</td>
<td>$7,854</td>
<td>CST</td>
<td>$43,488</td>
<td>ROW</td>
<td>$516</td>
<td>ROW</td>
<td>$2,077</td>
</tr>
<tr>
<td>4</td>
<td>4279381</td>
<td>SR 7</td>
<td>Broward Co Line to Glades Rd</td>
<td>Construct buffered bike lanes, shared use pathways, transit shelters         $11,701</td>
<td>$11,701</td>
<td>CST</td>
<td>$43,488</td>
<td>ROW</td>
<td>$516</td>
<td>ROW</td>
<td>$2,077</td>
</tr>
<tr>
<td>5</td>
<td>2331662</td>
<td>Glades Rd</td>
<td>Various Intersections</td>
<td>Add 3rd N/S left at SR 7, Increase NB off ramp storage at I-95, Convert NB thru to NBL and SB Thru/Right to Excl. Right at NW 13th/University, Add 2nd NB left at NW 4th</td>
<td>$8,200</td>
<td>$8,198</td>
<td>RRU</td>
<td>$2</td>
<td>SPEC</td>
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<tr>
<td>6a</td>
<td>4353431</td>
<td>FEC Railroad Crossings</td>
<td>Broward Co Line to 15th St in West Palm Beach</td>
<td>Install Safety/ Quiet Zone infrastructure on FEC corridor</td>
<td>$6,987</td>
<td>$6,987</td>
<td>CST</td>
<td>$43,488</td>
<td>ROW</td>
<td>$516</td>
<td>ROW</td>
</tr>
<tr>
<td>6b</td>
<td>4353432</td>
<td>FEC Railroad Crossings</td>
<td>15th St in West Palm Beach to Martin County Line</td>
<td>Install Safety/ Quiet Zone infrastructure on FEC corridor</td>
<td>$2,239</td>
<td>CAP</td>
<td>$2,239</td>
<td>SPEC</td>
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Table 1: Major MPO Projects (Continued)

<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 18</th>
<th>FY 18</th>
<th>FY 19</th>
<th>FY 20</th>
<th>FY 21</th>
<th>FY 22</th>
<th>Notes/Needs</th>
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<tbody>
<tr>
<td>7</td>
<td>4297671</td>
<td>Tri Rail Support Facility</td>
<td>Northern Layover Facility</td>
<td>Construct new facility to enhance O&amp;M for existing system and support Jupiter extension</td>
<td>$36,150</td>
<td>CAP $15,500</td>
<td>CAP $3,534</td>
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<td>8</td>
<td>4170317</td>
<td>Tri Rail - New Service Extension</td>
<td>West Palm Beach to Jupiter</td>
<td>Extend commuter rail service onto the FEC corridor via the Northwood Crossover and construct 3 new stations – 45th Street, PGA Blvd, and Toney Penna Dr.</td>
<td>$75,000</td>
<td>$1,365</td>
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<tr>
<td>9</td>
<td>4347352</td>
<td>Palm Tran - Support Facility</td>
<td>Delray Beach: Congress Ave</td>
<td>Expand existing maintenance facilities</td>
<td>$12,292</td>
<td>$12,292</td>
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<tr>
<td>10</td>
<td>430458.1 &amp; .2</td>
<td>Tri Rail</td>
<td>East side of Military Tr S of Glades Rd</td>
<td>Construct second Tri Rail station in Boca Raton on CSX/SFR corridor</td>
<td>$18,500</td>
<td>CAP $17,000</td>
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<tr>
<td>11</td>
<td>2296584</td>
<td>Atlantic Ave</td>
<td>SR 7 to W of Lyons</td>
<td>Widen from 2 to 4 lanes</td>
<td>$30,919</td>
<td>ROW $10,486</td>
<td>ROW $5,172</td>
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<tr>
<td>12</td>
<td>4383861</td>
<td>US 1</td>
<td>Camino Real to Indiantown Rd</td>
<td>New express bus service with associated multimodal corridor improvements</td>
<td>$54,505</td>
<td>PLN $775</td>
<td>PDE $10</td>
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<tr>
<td>13</td>
<td>4405091</td>
<td>Boutwell Road</td>
<td>Lake Worth Road to 10th Ave North</td>
<td>Widen from 2 to 3 lanes</td>
<td>$3,000</td>
<td>PE $505</td>
<td>PE $1,510</td>
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<tr>
<td>14</td>
<td>4405751</td>
<td>Atlantic Ave</td>
<td>W of Lyons to Jog Rd</td>
<td>Widen from 4 to 6 lanes</td>
<td>$28,310</td>
<td>PDE $510</td>
<td>PDE $2,500</td>
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<td>4408671</td>
<td>Reserve Funding</td>
<td>Reserve funding for future projects</td>
<td>Reserve funding for future projects</td>
<td>Reserve funding for future projects</td>
<td>$415,120</td>
<td>$138,073</td>
<td>$62,058</td>
<td>$32,562</td>
<td>$13,159</td>
<td>$15,572</td>
<td>$20,056</td>
<td>$151,623</td>
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<td>Rank</td>
<td>Proj. No.</td>
<td>Project</td>
<td>Location</td>
<td>Improvement</td>
<td>Total Cost</td>
<td>&lt; FY 18</td>
<td>Funding in TIP ($1000’s)</td>
<td>Notes/Needs</td>
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<td>FY 18</td>
<td>FY 19</td>
<td>FY 20</td>
<td>FY 21</td>
<td>FY 22</td>
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<tr>
<td>13-1</td>
<td>4351581</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>$7,850</td>
<td>$1,422</td>
<td>CST $6,427</td>
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<tr>
<td>13-2</td>
<td>4351591</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>$739</td>
<td>$739</td>
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<td>CST June 2017</td>
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<tr>
<td>13-3</td>
<td>2298963</td>
<td>SR 710 Beautification</td>
<td>W of Australian Ave to Dixie Hwy</td>
<td>Install median irrigation and landscaping</td>
<td>$1,366</td>
<td>$155</td>
<td>CST $1,211</td>
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<tr>
<td>13-4</td>
<td>4351601</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>$4,241</td>
<td>$646</td>
<td>RRU $2</td>
<td>CST $3,593</td>
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<tr>
<td>13-5</td>
<td>4328832</td>
<td>PGA Blvd</td>
<td>Mirasol/Ave of Champions to US 1</td>
<td>Install Adaptive Traffic Control System</td>
<td>$2,568</td>
<td>$2,568</td>
<td>CST $5,964</td>
<td>CST April 2017</td>
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<tr>
<td>13-6</td>
<td>4317611</td>
<td>Palm Tran</td>
<td>Systemwide Fare Collection</td>
<td>Implement Easy Card interface, Mobile ticketing</td>
<td>$1,320</td>
<td>$1,320</td>
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<tr>
<td>14-1</td>
<td>4328833</td>
<td>W Indiantown Road</td>
<td>Florida Turnpike to US 1</td>
<td>Install Adaptive Traffic Control System and patterned</td>
<td>$6,599</td>
<td>$612</td>
<td>CST $5,964</td>
<td>RRU $22</td>
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<td>14-2</td>
<td>2297444</td>
<td>US 1</td>
<td>11th Street to 27th Street</td>
<td>Install pedestrian scale lighting on east side of corridor</td>
<td>$1,195</td>
<td>$0</td>
<td>PE $360</td>
<td>CST $835</td>
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<tr>
<td>14-3</td>
<td>4383841</td>
<td>Australian Ave.</td>
<td>1st Street to Blue Heron Blvd.</td>
<td>Install pedestrian scale lighting</td>
<td>$3,507</td>
<td></td>
<td>PE $360</td>
<td>ENV $15</td>
<td>CST $3,132</td>
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<tr>
<td>14-4</td>
<td>4368931</td>
<td>Congress Ave.</td>
<td>Columbia Medical Plaza to Blue Heron</td>
<td>Install pedestrian scale lighting</td>
<td>$2,182</td>
<td>$474</td>
<td>ENV $15</td>
<td>RRU $10</td>
<td>CST $1,683</td>
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<tr>
<td>14-5</td>
<td>436894 .1-.5</td>
<td>Bridge Replacement</td>
<td>Seminole Dr (L-16) Sandalfoot (E-1-E) New England Bl (E-1) El Clair Ranch (L-30)</td>
<td>Replace bridges; introduce bike/ped facilities where missing and maximize</td>
<td>$5,796</td>
<td>$2,162</td>
<td>ENV $40</td>
<td>CST 3,594</td>
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<tr>
<td>14-6</td>
<td>4344271</td>
<td>Southern Blvd (SR 80)</td>
<td>at CR 880 Intersection</td>
<td>Install street lighting</td>
<td>$60</td>
<td>$360</td>
<td>CST $60</td>
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</table>
### Table 2: Local Initiatives Program (Continued)

<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 18</th>
<th>Funding in TIP ($1000's)</th>
</tr>
</thead>
<tbody>
<tr>
<td>14-7</td>
<td>4368961</td>
<td>Lowson Blvd/ SW 10th St</td>
<td>Military Trail to SE 6th Ave</td>
<td>Install bike lanes and sidewalks. Includes standalone pedestrian bridges.</td>
<td>$4,792</td>
<td>PE $5</td>
<td>CST $4,787</td>
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<tr>
<td>14-8</td>
<td>4368971</td>
<td>Fiber Optic Cable Installation</td>
<td>Seminole Pratt, Lyons Rd, Lawrence Rd, Military Trail</td>
<td>Install fiber optic communication cable to connect additional traffic signals to ITS network</td>
<td>$2,902</td>
<td>PE $310</td>
<td>CST $2,592</td>
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<tr>
<td>14-9</td>
<td>4368991</td>
<td>Hamlin Blvd</td>
<td>190th St to 180th Ave N</td>
<td>Construct a 6-ft pathway</td>
<td>$898</td>
<td>PE $260</td>
<td>ENV $40</td>
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<tr>
<td>14-10</td>
<td>4383871</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>$1,815</td>
<td>PE $60</td>
<td>CST $1,755</td>
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<tr>
<td>14-11</td>
<td>4383881</td>
<td>Clint Moore Road</td>
<td>Congress Ave to NW 2nd Ave.</td>
<td>Construct 10-ft shared use pathway on the south side of the corridor</td>
<td>$1,197</td>
<td>PE $310</td>
<td>ENV $30</td>
</tr>
<tr>
<td>14-12</td>
<td>4383891</td>
<td>Swinton Ave</td>
<td>S 10th St to NE 4th St</td>
<td>Widen to provide two 10-ft travel lanes, bike lanes and sidewalks. Add street lighting, drainage, landscaping.</td>
<td>$3,197</td>
<td>PE $510</td>
<td>ENV $20</td>
</tr>
<tr>
<td>15-1</td>
<td>4383901</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>CAP $1,505</td>
<td></td>
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<tr>
<td>15-2</td>
<td>4383921</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>CAP $600</td>
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</tr>
<tr>
<td>15-3</td>
<td>4383961</td>
<td>WPB Trolley Shelters</td>
<td>Various locations along existing trolley lines</td>
<td>Construct seven (7) trolley shelters</td>
<td>$571</td>
<td>CAP $571</td>
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<tr>
<td>15-4</td>
<td>4383941</td>
<td>Homewood Blvd</td>
<td>Old Germantown Rd to Lowson Blvd</td>
<td>Install bike lanes and sidewalks</td>
<td>$1,393</td>
<td>PE $360</td>
<td>ENV $20</td>
</tr>
</tbody>
</table>
### Table 2: Local Initiatives Program (Continued)

<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 18</th>
<th>Funding in TIP ($1000's)</th>
<th>Notes/ Needs</th>
</tr>
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<tbody>
<tr>
<td></td>
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<td>FY 18</td>
<td>FY 19</td>
</tr>
<tr>
<td>15-5</td>
<td>4383951</td>
<td>George Bush Blvd</td>
<td>NE 2nd Ave to A1A (excluding Intracoastal Waterway bridge)</td>
<td>Widen to provide two lanes, bike lanes, sidewalks, street lighting, drainage, &amp; landscaping.</td>
<td>$3,733</td>
<td>PE $510</td>
<td>ENV $20</td>
<td>CST $3,203</td>
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<tr>
<td>15-6</td>
<td>4383991</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>$3,010</td>
<td>CAP $3,010</td>
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</tr>
<tr>
<td>15-7</td>
<td>4384001</td>
<td>Existing Delray Beach Trolley</td>
<td>Tri-Rail Station to Atlantic Ave/A1A</td>
<td>Replace four (4) vehicles</td>
<td>$1,720</td>
<td>CAP $1,720</td>
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<tr>
<td>15-8</td>
<td>4384021</td>
<td>NE 5th Ave</td>
<td>Boca Raton Road to NW 20th St</td>
<td>Construct 6-ft sidewalk on west side</td>
<td>$734</td>
<td>PE $260</td>
<td>ENV $10</td>
<td>CST $464</td>
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<tr>
<td>16-1</td>
<td>4400411</td>
<td>Congress Ave.</td>
<td>C-15 Canal to Atlantic Ave in Delray Beach</td>
<td>Convert 6L to 4L and install protected bike lanes</td>
<td>$5,113</td>
<td>PE $5</td>
<td>CST $5,108</td>
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<tr>
<td>16-2</td>
<td>4400421</td>
<td>US 1 (Dixie Highway)</td>
<td>Albermarle Rd to Okeechobee Blvd in West Palm Beach</td>
<td>Convert 4L to 3L &amp; associated multimodal improvements</td>
<td>$6,379</td>
<td>PE $759</td>
<td>ENV $309</td>
<td>CST $5,311</td>
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<tr>
<td>16-3</td>
<td>4400431</td>
<td>Brant Bridge</td>
<td>Bridge over C-15 Canal in Delray Beach</td>
<td>Bridge replacement and inclusion of shared use path</td>
<td>$2,346</td>
<td>PE $573</td>
<td>ENV $100</td>
<td>CST $1,673</td>
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<tr>
<td>16-4</td>
<td>4400441</td>
<td>Big Blue Trace</td>
<td>Wellington Trace to South Shore Blvd</td>
<td>Add bike lanes &amp; relocation at intersection; crosswalk striping</td>
<td>$693</td>
<td>PE $5</td>
<td>CST $688</td>
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<tr>
<td>16-5</td>
<td>4400451</td>
<td>Traffic Calming in Indian Trail Improvement District</td>
<td>Various midblock locations</td>
<td>Install speed tables, midblock islands, raised medians</td>
<td>$1,127</td>
<td>PE $245</td>
<td>ENV $53</td>
<td>CST $829</td>
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<tr>
<td>16-6</td>
<td>4400461</td>
<td>Lake Worth Road</td>
<td>Erie Street to A Street</td>
<td>Pedestrian enhancements/ traffic circle reconfiguration</td>
<td>$559</td>
<td>PE $454</td>
<td>ENV $105</td>
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<td>-- 4352071</td>
<td>Reserve Box</td>
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#### Cost Summary
- Total: $102,836
- FY 18: $10,459
- FY 19: $15,278
- FY 20: $14,417
- FY 21: $20,238
- FY 22: $25,900
- Reserve: $16,904
- Total Reserve: $384K Needed
<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 18</th>
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<tr>
<td></td>
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<td>FY 18 FY 19 FY 20 FY 21 FY 22</td>
<td></td>
</tr>
<tr>
<td>12-1</td>
<td>4331691</td>
<td>Everglades/E Main St to Canal Street</td>
<td>L-10 canal</td>
<td>Construct a pedestrian bridge</td>
<td>$760</td>
<td>$760</td>
<td>CST Nov 2017</td>
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<tr>
<td>13-1</td>
<td>4350841</td>
<td>5th Avenue to South F Street in Lake Worth</td>
<td>Improve city right-of-way to construct shared use path, benches, landscaping and decorative crosswalks</td>
<td>$1,164</td>
<td>$1,164</td>
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<td>CST Aug 2017.</td>
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<tr>
<td>13-2</td>
<td>4350801</td>
<td>NE 2nd Ave to NE 13th St in Delray Beach</td>
<td>Construct sidewalks, add designated bike lanes, reduce vehicle travel lane widths, install landscaping</td>
<td>$733</td>
<td>$733</td>
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<td>CST Aug 2017.</td>
<td></td>
</tr>
<tr>
<td>13-3</td>
<td>4351461</td>
<td>Tamarind Ave to Palm Beach Lakes Blvd in West Palm Beach</td>
<td>Construct sidewalk on west side of corridor, install pedestrian lighting and landscaping</td>
<td>$959</td>
<td>$959</td>
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<td>CST Sep 2017.</td>
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<tr>
<td>13-4</td>
<td>4368721</td>
<td>NE 2nd Ave to NE 22nd St in Delray Beach</td>
<td>Construct sidewalks, add designated bike lanes, reduce vehicle travel lane widths, install landscaping</td>
<td>$1,641</td>
<td>$5</td>
<td>CST $1,631</td>
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<tr>
<td>14-1</td>
<td>4369301</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>$487</td>
<td>$5</td>
<td>CST $477</td>
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<tr>
<td>14-2</td>
<td>4369321</td>
<td>North Shore Neighborhood in West Palm Beach</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>$578</td>
<td>$5</td>
<td>CST $568</td>
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<tr>
<td>Rank</td>
<td>Proj. No.</td>
<td>Project</td>
<td>Location</td>
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<td>Total Cost</td>
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<td>Funding in TIP ($1000's)</td>
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<td></td>
<td></td>
<td></td>
<td>FY 18 FY 19 FY 20 FY 21 FY 22</td>
<td></td>
</tr>
<tr>
<td>14-3</td>
<td>4368741</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>$1,547</td>
<td>$5</td>
<td>CST $1,537</td>
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<tr>
<td>14-4</td>
<td>4382891</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>$1,709</td>
<td>$5</td>
<td>CST $1,699</td>
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<tr>
<td>15-1</td>
<td>4287181</td>
<td>US 1</td>
<td>Beach Rd to Martin County Line</td>
<td>Add buffered bike lanes, street trees and signage.</td>
<td>$5,244</td>
<td>$696</td>
<td>CST $3,852</td>
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<tr>
<td>15-2</td>
<td>4383061</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>$556</td>
<td>$7</td>
<td>CST $542</td>
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<td>15-3</td>
<td>4382901</td>
<td>ADA Update</td>
<td>Various Royal Palm Beach neighborhoods</td>
<td>Upgrade existing sidewalks to ADA standards in residential neighborhoods</td>
<td>$844</td>
<td>$5</td>
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<td>15-4</td>
<td>4382911</td>
<td>Sidewalk Improvements</td>
<td>Various Belle Glade neighborhoods</td>
<td>Construct missing sidewalks near schools</td>
<td>$1,535</td>
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<td>15-5</td>
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<td>Upgrade existing sidewalks to ADA standards near schools</td>
<td>$884</td>
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<td>16-1</td>
<td>4400141</td>
<td>Bicycle Improvements</td>
<td>Aero Club Drive in Wellington</td>
<td>Construct 4.2 mile long bike lane</td>
<td>$766</td>
<td>PE $5</td>
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<td>16-2</td>
<td>4400151</td>
<td>Pedestrian Bridge</td>
<td>North Shore Bridge in West Palm Beach</td>
<td>Construct pedestrian bridge west of existing bridge</td>
<td>$1,015</td>
<td>PE $5</td>
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<td>16-3</td>
<td>4400121</td>
<td>ADA/Crosswalk Improvements</td>
<td>Roosevelt Estates Neighborhood in West Palm Beach</td>
<td>Install ADA ramp improvements and textured pavement in crosswalks</td>
<td>$910</td>
<td>PE $5</td>
<td>CST $905</td>
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<tr>
<td>16-4</td>
<td>4400171</td>
<td>Alley Project</td>
<td>Various locations in Delray Beach</td>
<td>Pave alleyways and install landscaping</td>
<td>$2,572</td>
<td>PE $5</td>
<td>CST $2,567</td>
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**Cost Summary**

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<th></th>
<th>FY 18</th>
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<th>FY 21</th>
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<td>Total Cost</td>
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<th>Improvement</th>
<th>Total Cost</th>
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<th>Funding in TIP ($1000's)</th>
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<td>FY 18</td>
<td>FY 19</td>
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<tr>
<td>16-1</td>
<td>West Palm Beach</td>
<td>4394041 &amp; 2</td>
<td>25th St to 42nd St US 1</td>
<td>Convert 4-lane roadway to 2-lane divided roadway with Shared-Use trail in median.</td>
<td>$6,024</td>
<td>$1,410</td>
<td>$4,744</td>
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Cost Summary: $6,024 $1,430 $4,744

Notes/Needs: FY 18 FY 19 FY 20 FY 21 FY 22

$4,744
### Table 5: Other FY 2018 Construction/Implementation Projects

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Location</th>
<th>Improvement</th>
<th>Construction Funding FY 2018</th>
</tr>
</thead>
</table>
| 4344271        | Southern Blvd (SR-80) from FEC R/R to CR-880 | Resurfacing | $4,721,231 Federal  
                 |          |             | $15,776,212 State          |
| 4061441        | Turnpike from N of Boynton Beach Blvd (MP 88) to WPB | Widen from four to eight lanes – new lanes will be express lanes | $165,089,788 Toll/ Turnpike |
| 4275161        | I-95 from the L30 Canal near Lake Ida to N. of Gateway Blvd | Resurfacing | $15,895,483 Federal  
                 |          |             | $127,025 State            |
| 4316451        | Military Trail (SR-809) at Northlake Blvd | Intersection Improvements | $185,815 State  
                 |          |             | $185,815 Local            |
| 4319206        | West Palm Beach Operations Center | Roof System Replacement | $120,000 State            |
| 4321511        | I-95 @ PGA Blvd Interchange | Lighting | $757,123 State     |
| 4347221        | I-95 @ Atlantic Ave (SR-806) Interchange | Reconstruct I-95 Interchange (add lanes) at Atlantic Ave to add capacity | $5,368,999 Federal  
                 |          |             | $184,473 State            |
| 4349482        | Northwood Connection from CSX Mainline to FEC Mainline in West Palm Beach | New railroad connection | $12,476,012 State       |
| 4356152        | Turnpike at Glades Rd NB Exit Ramp | Ramp Improvements - Thermoplastic | $5,576 Toll/ Turnpike   |
| 4363021        | Southern Blvd (SR-80) from Pike Road to E of NB Turnpike Ramps | Add westbound right turn lanes. | $1,609,611 State       |
| 4365211        | Turnpike: MP 106.1 (Beeline Hwy) to MP 111.7 (N of Hood Rd) | Resurfacing | $9,781,015 Toll/ Turnpike |
| 4365213        | Turnpike: MP 106.1 (Beeline Hwy) to MP 111.7 (N of Hood Rd) | Install Guardrail | $1,358,498 Toll/ Turnpike |
| 4400791        | Blue Heron (SR-708): Military Trail to Congress Avenue | Intersection Lighting Improvements | $212,589 Federal  
                 |          |             | $12,070 State            |
| 4400801        | Military Trail (SR-809): Shiloh Drive to Burns Road | Intersection Lighting Improvements | $781,704 Federal       |
| 4402961        | City of Belle Glade Roadways - Various Locations | Resurfacing | $928,368 State             |
| 4403911        | McClure Rd: Lake Ave to Rim Canal Rd | Small County Outreach Program project - resurfacing | $3,427,543 State       |
| 4392291        | South Central Florida Express Railway near Pahokee | Southeast Rail Extension | $5,000,000 State       
                 |          |             | $1,666,667 Local         |
| 4407051        | Port of Palm Beach | Upland Cargo Improvements | $2,000,000 State       
                 |          |             | $2,000,000 Local         |
Table 6: Significant Changes from FY 17-21 TIP

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Location</th>
<th>Improvement</th>
<th>Significant Change</th>
</tr>
</thead>
</table>
| 2319321        | I-95 @ Gateway Blvd           | Interchange Improvement          | Advanced PE from FY 20 to FY 18
|                |                               |                                  | Added $12M ROW in FY 20                                                            |
|                |                               |                                  | Added $39M CST in FY 22                                                            |
| 4358041        | I-95 @ Boynton Beach Blvd     | Interchange Improvement          | Advanced PE from FY 21 to FY 18
<p>|                |                               |                                  | Added $17M ROW in FY 20                                                            |
|                |                               |                                  | Added $54M CST in &gt; FY 22                                                         |
| 412404         | I-95 @ Glades Road            | Interchange Improvement          | Added $24M CST in FY 19 - to be built with I-95 express (S of Glades Rd to Linton Blvd) |
| 4132651        | I-95 @ PGA/Central Blvd       | New Interchange                  | Advanced $8.8M ROW to FY 19                                                       |
|                |                               |                                  | Added CST $83M in &gt; FY 22                                                         |
| 4365191        | I-95 @ 45th St                | Interchange Improvement          | Added $14.9M ROW to FY 2022                                                       |
| 4358031        | I-95 @ Northlake Blvd         | Interchange Improvement          | Advanced $5.1M PE from FY 21 to FY 18                                            |
|                |                               |                                  | Added $58.5M ROW in FY 20-22                                                      |
|                |                               |                                  | Added $15M CST in FY 22                                                            |
| 4363071        | Southern Blvd (SR-80) at Forest Hill Blvd | Construct 3rd WB to SB left turn lane, Channelized NB to EB right turn lane | Advanced $4.6M CST from FY 20 to FY 19                                             |
| 4171321        | Turnpike: Glades Rd to Atlantic Ave | Widen from 6 to 8 lanes          | Delayed $244M CST from FY 20 to FY 22                                             |
| 4182141        | Turnpike: Broward County line to Glades Rd | Widen from 6 to 8 lanes          | Delayed $241M CST from FY 21 to &gt; FY 22                                           |
| 4371691        | Turnpike: Atlantic Ave to Boynton Beach Blvd | Widen from 6 to 8 lanes          | Delayed $299M CST from FY 20 to &gt; FY 22                                           |
| 4061441        | Turnpike: Boynton Beach Blvd to Lake Worth Rd | Widen from 4 to 8 lanes          | Added $10M to CST in FY 18                                                         |
| 4192511        | Beeline Hwy (SR-710): Northlake Blvd to Blue Heron Blvd | Widen from 4 to 6 lanes          | Delayed $90.5M CST from FY 20 to FY 22                                            |
| 2296584        | Atlantic Ave/SR-806: SR-7/US-441 to W of Lyons Rd | Widen from 2 to 4 lanes          | Added $16M ROW in FY 19-20                                                        |
|                |                               |                                  | Added $13.5 CST in FY 21                                                          |</p>
<table>
<thead>
<tr>
<th>Project Number</th>
<th>Location</th>
<th>Improvement</th>
<th>Significant Change</th>
</tr>
</thead>
</table>
| 4398421, 4401081, 4401501, 4401581, 4399291 | US-27: Broward County line to South Bay | Resurfacing, widen shoulders, replace guardrail | Added $1.4M PE in FY 18  
Added $2.57M PE in FY 19  
Added $26.5M CST in FY 20  
Added $20.8M CST in FY 21 |
| 4399301 | US-27: CR827 & Okeelanta Rd Intersections | Added acceleration lanes | Added $412K PE in FY 19  
Added $1.84M CST in FY 21 |
| 4397581 | I-95 at Indiantown Road | Reconstruct/Signalize NB Off Ramp  
Add EB auxiliary lane between I-95 NB and Island Way | Added $505K PE in FY 20  
Added $3.8M CST in FY 22 |
| 4397591 | I-95 at Belvedere Road | Add Second NB to EB Right Turn Lane | Added $209K PE in FY 20  
Added $1.0M CST in FY 22 |
| 4397551 | I-95 at Okeechobee Blvd | Add EB to SB Right Turn lane | Added $132K PE in FY 20  
Added $880K CST in FY 22 |
| 4398601 | I-95 NB along Diane Drive in Boynton Beach | Northbound Noise Wall Extension to North & South of Diane Dr | Added $283K PE in FY 18  
Added $1.5M CST in FY 20 |
| 4401051 | North Palm Beach County Airport | Runway 13/31 Expansion | Added $10M CST in FY 20 |
| 4400781 | Military Trail from Southern Blvd to Cumberland Drive | Intersection Lighting Improvements | Added $185K PE in FY 18  
Added $665K CST in FY 19 |
| 4406001 | SR-7 At Stribling Way | Add 2nd NB and SB Left Turn Lane | Added $600K PE in FY 21 |
| 4275162 | I-95 from Gateway Blvd to Lantana Road | Resurfacing | Added $1.6M PE in FY 18  
Added $6.5M CST in FY 20 |
| 4398411 | US-1 N of Linton Blvd | Resurfacing | Added $275K PE in FY 18  
Added $1.3M CST in FY 20 |
| 4398431 | SR-15 from S of Morgan Rd to S of Shirley Dr | Resurfacing | Added $445K PE in FY 18  
Added $2.8M CST in FY 20 |
| 4398441 | Boynton Beach Blvd. from Lyons Road to E of Turnpike | Resurfacing | Added $395K PE in FY 18  
Added $2.5M CST in FY 20 |
Public Participation Process
The Draft FY 2018-2022 TIP was presented as an information item to the MPO Board on May 18, 2017. The Palm Beach MPO is scheduled to adopt the FY 2018-2022 TIP at a public meeting of the MPO Board on June 15, 2017. The following opportunities for public review and comment are offered for more than 30 days prior to the public meeting:

Website - The Draft FY 2018-2022 TIP document in PDF form, Notice of the Public Meeting and an online public comment are posted to www.PalmBeachMPO.org. The website also provides information on all of the ways to review the draft TIP and offer public comments.

Newspaper advertising – Provides notice of the Public Meeting and information of the various opportunities for viewing the Draft TIP, asking questions and offering public comment.

Palm Beach Post – Display ads published in the main section on 5/14/17. Spanish language ads were published in the free weekly editions of el Latino Semanal on 5/19/17.

MPO Office, 18 Palm Beach County libraries & 11 Municipal Libraries – Distribute a printed notice with instructions to access the online Draft FY 2018-2022 TIP document for public review and comment.

MPO Committees - The Draft TIP is reviewed for approval by the MPO’s Technical Advisory Committee (TAC), Citizens Advisory Committee (CAC) and Bicycle Trailways Pedestrian Advisory Committee (BTPAC). The TAC is comprised of planning and engineering staff from municipal, county and state agencies and organizations to provide input on the technical aspects of the program. The CAC is comprised of representatives from the community with interests in transportation and planning in accordance with the requirements of TEA-21 and Chapter 339.175, F.S., to provide a citizen viewpoint on transportation projects and impacts. The BTPAC is comprised of representatives from the community with interests in active transportation.

MPO Board meeting – Public comments are heard at the publicly noticed MPO Board meetings during the initial information draft on May 18, 2017 and the proposed final adoption on June 15, 2017.

Funding
A typical project includes a Project Development and Environment (PD&E) phase, a Design (PE) phase, a Right of Way (ROW) phase and a Construction (CST) phase. Costs on the TIP pages will have historical costs, five years of the current TIP and projected future costs to complete the project consistent with the LRTP Cost Feasible Plan. For some ongoing programs, such as resurfacing, safety or operational projects, there may not be a total cost provided but rather additional details on that program.

The TIP is financially constrained for each year. Federally funded projects identified in the TIP can be implemented using current proposed revenue sources based on the FDOT Tentative Work Program and locally dedicated transportation revenues. All Projects funded by FDOT with federal or non-federal dollars are included in a balanced 36-month forecast of cash and expenditures and a five-year finance plan supporting the FDOT Work Program. All local government projects (non-federally funded) that are included in the TIP are part of member local government’s capital improvement programs. The following table provides a summary of federal, state and local funding codes as well as the dollar amounts allocated to projects within each funding code by fiscal year. Note that all project costs are shown in year of expenditure dollars, meaning the costs reflect the adjusted value of the work at the time the funds will be expended on the project.
## Funding Codes

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<td>2022</td>
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<td>PKBD TURNPIKE MASTER BOND FUND</td>
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<td>184,855,767</td>
<td>8,270,923</td>
<td>3,469,998</td>
<td>2,070,000</td>
<td>17,112,526</td>
<td>215,779,213</td>
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<tr>
<td>PKYO TURNPIKE IMPROVEMENT</td>
<td>184,855,767</td>
<td>8,270,923</td>
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<td>PKYO TURNPIKE TOLL COLLECTION/OPER.</td>
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<td>53,963,139</td>
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<td>CENW CENTURY WEST</td>
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<td>LFP LOCAL FUNDS FOR PARTICIPATING</td>
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<td>-</td>
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<td>Local Total</td>
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<td>173,455,272</td>
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<td>80,224,999</td>
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<td>699,032,171</td>
<td>632,608,506</td>
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<td>461,703,292</td>
<td>678,626,308</td>
<td>2,919,007,285</td>
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</table>
April 17, 2017

Nick Uhren, Executive Director
Palm Beach Metropolitan Planning Organization
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411

RE: Palm Beach Metropolitan Planning Organization (MPO) Board Membership

Dear Director Uhren:

The Village of Palm Springs has designated Council Member Dawn Marie Cox as the new alternate to represent the Village of Palm Springs. Council Member Cox was appointed to this position at the April 13, 2017 Village Council Meeting.

Listed below is the contact information for Council Member Cox:

Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
Dawn.Cox@wginc.com

Should you require any additional information about this designation, please feel free to contact me at 561/434-5081.

Respectfully,

Brent D. Morgan
Assistant to the Village Manager
The Palm Beach MPO prioritizes public involvement in the local and regional transportation planning process, and utilizes various methods to communicate information and opportunities for public input:

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

### Transportation Matters E-News: Apr. 13 & 27, 2017

#### Highlights
- Battle of The Counties, FL Travel Challenge: **Mar. - May**
- FL Bike Month Celebration Event: **Apr. 1**
- Urban Land Institute Conference Panelist: **Apr. 19**
- WPB Bike Master Plan and Mobility Study

#### Platforms

<table>
<thead>
<tr>
<th>Users / Followers</th>
<th>Users</th>
<th>Followers</th>
<th>Impressions / Sessions</th>
<th>Impressions</th>
<th>Sessions</th>
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<td>PB MPO WEBSITE</td>
<td>1,047</td>
<td>234</td>
<td>1,773</td>
<td>20,705</td>
<td>27,500</td>
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#### Online Engagement

#### Upcoming Meetings & Events
- South FL Commuter Challenge: **May 1 - 31**
- Technical Advisory Committee Meeting: **May 3**
- Citizens Advisory Committee Meeting: **May 3**
- Bicycle/Trailways/Pedestrian Advisory Committee: **May 4**
- Palm Springs Bike Rodeo: **May 6**
- Sunfest Bike Valet: **May 3 - 7**
- US-1 Multimodal Corridor Study Kickoff Event: **May 6**
- MPO Governing Board Meeting: **May 18**
- Safe Routes to School Workshop: **May 18**
- WPB Traffic Forum: **May 22**
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<thead>
<tr>
<th>FUNDING SOURCE</th>
<th>Annual Budget</th>
<th>Budget YTD</th>
<th>Actual YTD</th>
<th>Variance¹</th>
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<td>Federal Highway Administration (FHWA)</td>
<td>$1,341,032</td>
<td>$1,005,774</td>
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<td>Federal Transit Administration (FTA)</td>
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<td>$628,120</td>
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<td>$93,055</td>
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<td>Commission for Transportation Disadvantaged</td>
<td>$48,144</td>
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<td>$16,800</td>
<td>$12,600</td>
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<td>Hosting Agency Services</td>
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<td>Graphics &amp; Legal Advertising</td>
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**Notes**

1. Variance is calculated as (Actual Year to Date(YTD) - Budget YTD) / Budget YTD.
2. MPO Local Reserve Funds are used to offset the difference between total expenditures and outside funding sources.