



## TPA GOVERNING BOARD MEETING AGENDA

DATE: THURSDAY, APRIL 16, 2020  
TIME: 9:00 a.m.  
PLACE: Pursuant to TPA Emergency Order 2020-01, this meeting is being conducted virtually. There will be no opportunity to attend the meeting in person.

You can join the virtual meeting by installing the Zoom app and entering the webinar ID and password below:

Webinar ID: 548500639  
Meeting Password: 725084

Alternatively, you can join via web browser at [www.PalmBeachTPA.org/16April2020](http://www.PalmBeachTPA.org/16April2020)

Finally, you can join the meeting by phone by dialing 1-646-558-8656 and then entering the webinar ID followed by the # key, and password above once prompted. If participating by phone, you will need to follow along with the printed agenda packet.

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### 1. REGULAR ITEMS

- A. Prayer
- B. Pledge of Allegiance
- C. Roll Call
- D. MOTION TO ADOPT Agenda for April 16, 2020
- E. MOTION TO APPROVE Minutes for February 20, 2020
- F. Special Action

#### 1. MOTION TO ADOPT a Resolution approving TPA Operating Procedures

The attached resolution approves the consolidation of the TPA Governing Board and advisory committee by-laws into a single document entitled TPA Operating Procedures and repeals previously adopted individual by-laws. This allows for common definitions and content to be managed more efficiently. Additionally, Section 6 entitled **“Emergency Powers”** and Section 7 entitled **“Amendments”** have been added to the attached draft to allow the TPA to conduct virtual meetings when permitted during an emergency, to authorize the Chair to approve and/or amend certain essential TPA documents when the TPA is unable to conduct a board meeting in person or virtually, and to establish an amendment process for the Operating Procedures. The existing board and committee by-laws are also attached for reference.

- G. Comments from the Chair and Member Comments
- H. **Executive Director’s Report**

I. MOTION TO ADOPT/APPROVE Consent Agenda Items

1. Contract with Audio Visual Innovations, Inc. to furnish and install the audio system for 301 Datura Street. The system specs and quote are attached.
2. Appointment of Dr. Myron Uman on the Citizens Advisory Committee as nominated by Commissioner Joseph Peduzzi. A summary of qualifications is attached.
3. Appointment of Ms. Khanh Uyen Dang as Representative and Ms. Lina Camacho as Alternate for the City of West Palm Beach's **Public Works Department** on the Technical Advisory Committee (TAC). A request is attached.
4. Appointment renewals to TPA Advisory Committees and Palm Beach County Local Coordinating Board
  - a. **Mr. Alex Hansen as Representative for the City of West Palm Beach's Planning Department** on the TAC through March 2023.
  - b. Mr. Michael Owens as Representative for the School District of Palm Beach County on the Bicycle-Trailways-Pedestrian Advisory Committee (BTPAC) through April 2023.
  - c. Ms. Marie Dorismond as Representative for the Florida Department of Transportation (FDOT) on the Transportation Disadvantaged Local Coordinating Board through March 2023.

J. General Public Comments

Members of the public are invited to offer general comments and/or comments or questions on specific agenda items. Please complete and submit an online comment card available at [www.PalmBeachTPA.org/comment](http://www.PalmBeachTPA.org/comment) in advance of the meeting or during the meeting prior to the appropriate agenda item. All comments will be read into the record by TPA staff. General comments will be read prior to the first action item. Public comments on specific agenda items will be read following the presentation of the item to the TPA Governing Board. No public comments will be received through the virtual meeting platform or by other means.

2. ACTION ITEMS

There are no action items on this agenda.

3. INFORMATION ITEMS

A. City of West Palm Beach Lawsuit against the TPA regarding State Road 7

The City of West Palm Beach filed a Complaint for Declaratory Judgment and Injunctive Relief against the TPA on March 23, 2020 regarding its action to amend the State Road 7 projects into the 2045 Long Range Transportation Plan on February 20, 2020. A copy of the Complaint is attached. TPA General Counsel will summarize the complaint and provide a schedule of upcoming events related to the litigation.

B. Florida Transportation Plan Update

The Florida Department of Transportation (FDOT) will present on the Florida Transportation Plan (FTP) 2020 update. The FTP sets the long-**range vision for Florida's** transportation future and guides transportation decision making by providing policy guidance and a framework for allocating the state and federal transportation funds **which flow through FDOT's 5-year Work Program**. For more information, visit [www.floridatransportationplan.com](http://www.floridatransportationplan.com). The draft presentation and a flyer indicating ways to participate in the FTP update are attached.

- C. I-95 at Lantana Road - Project Development & Environment (PD&E) Study  
 FDOT staff will present the PD&E study for interchange improvements at I-95 and Lantana Road. The primary purpose of the project is to enhance overall traffic operations and safety at the existing interchange of I-95 and Lantana Road by providing improvements that will address the existing congestion and accommodate future travel demand at the interchange. The draft presentation is attached. For more information, visit [www.FDOT.gov/projects/95lantana](http://www.FDOT.gov/projects/95lantana).
- D. Fiscal Year (FY) 2021-2022 Unified Planning Work Program (UPWP)  
 TPA staff will present the attached draft FY 2021-2022 UPWP, the 2-year business plan and budget for the agency covering a period from July 1, 2020 to June 30, 2022. The UPWP **serves as the TPA's application for federal planning funds and** includes a description of the planning work, deliverables, timeframes, and source and amount of funding requested. Final adoption is scheduled for May 21, 2020.
- E. Partner Agency Updates  
 Agency staff from Palm Tran, SFRTA/Tri-Rail, FDOT and/or Palm Beach County Engineering may provide brief updates on items relevant to the TPA.

4. ADMINISTRATIVE ITEMS

- A. Special TPA Reports
  - 1. FHWA/FTA Transit Peer Exchange Summary Report for the event held on January 17, 2020. This report highlights the experiences, successes, challenges, and lessons learned of two national peer agencies (Capital Metro and Valley Metro) and four local peer agencies (Broward County Transit, Central Florida Regional Transportation Authority [LYNX], Jacksonville Transportation Authority, and Pinellas Suncoast Transit Authority) on implementing enhanced transit in regions that previously did not have it.
  - 2. Pursuant to Section 4.C of the **TPA's Procurement Policy, Emergency Purchases** approved by the Executive Director and exceeding \$25,000 shall be presented to the TPA Governing Board at the next TPA Board Meeting. On March 18, 2020, the TPA Executive Director signed the attached Interlocal Agreement with the Broward MPO to allow existing and new TPA staff to utilize their health and welfare insurance plans. A summary of the fiscal implications is also attached.
- B. Routine TPA Reports
  - 1. Fiscal Reports for FY 19 Q4, FY 20 Q1 and FY 20 Q2
  - 2. Public Involvement Activity Reports for January, February and March 2020
- C. Next Meeting - May 21, 2020
- D. Adjournment

NOTICE

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

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

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services for a meeting (free of charge), please call 561-725-0813 or send email to [MBooth@PalmBeachTPA.org](mailto:MBooth@PalmBeachTPA.org) at least five business days in advance. Hearing impaired individuals are requested to telephone the Florida Relay System at #711.



## TPA GOVERNING BOARD MEMBERS

### CHAIR

Maria Marino, Vice Mayor  
City of Palm Beach Gardens  
*Alternate:* Carl Woods, Mayor

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

Scott Singer, Mayor  
City of Boca Raton  
*Alternate:* Deputy Mayor Jeremy Rodgers

Andy Thomson, Council Member  
City of Boca Raton  
*Alternate:* Monica Mayotte, Council Member

Steven B. Grant, Mayor  
City of Boynton Beach  
*Alternate:* Christina L. Romelus, Commissioner

Shelly Petrolia, Mayor  
City of Delray Beach

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

Jim Kuretski, Vice Mayor  
Town of Jupiter

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

Joni Brinkman, Vice Mayor  
Village of Palm Springs  
*Alternate:* Doug Gunther, Council Member

Joseph Anderson, Commissioner  
Port of Palm Beach  
*Alternate:* Katherine Waldron, Commissioner

### VICE CHAIR

Fred Pinto, Mayor  
Village of Royal Palm Beach  
*Alternate:* Jeff Hmara, Councilman

Mary Lou Berger, Commissioner  
Palm Beach County

Melissa McKinlay, Commissioner  
Palm Beach County

Hal Valeché, Commissioner  
Palm Beach County

Robert S. Weinroth, Vice Mayor  
Palm Beach County

Gregg K. Weiss, Commissioner  
Palm Beach County

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

Shirley Lanier, Councilwoman  
City of Riviera Beach  
*Alternate:* Douglas Lawson, Councilman

Michael J. Napoleone, Vice Mayor  
Village of Wellington  
*Alternate:* John T. McGovern, Councilman

Cory Neering, Commissioner  
City of West Palm Beach

Joseph Peduzzi, Commissioner  
City of West Palm Beach

*West Palm Beach Alternate:*  
Christina Lambert, Commissioner

**Gerry O'Reilly, District 4 Secretary**  
Florida Department of Transportation  
Non-Voting Advisory Member



# PALM BEACH Transportation Planning Agency

# 1.E

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

February 20, 2020

Palm Beach TPA Office  
301 Datura Street  
West Palm Beach, FL 33401

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

1. REGULAR ITEMS

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

- 1.A. Prayer - Led by Mayor Steve Wilson
- 1.B. Pledge of Allegiance
- 1.C. Roll Call

The recording secretary called the roll. A quorum was present as depicted in the table below.

Member	Vote	Member	Vote	Member	Vote
Anderson	A	Marino	P	Singer	A
Kerner (ALT)	P	McKinlay	P	Thomson	P
Brinkman	P	Napoleone	P	Triolo	P
Flores	A	Neering	P	Valeché	P
Grant	P	Peduzzi	P	Bernard (ALT)	P
Kuretski	P	Petrolia	A	Weiss	P
Lanier	A	Pinto	P	Wilson	P

P = Present A = Absent

1.D. ADOPTED: Amended Agenda for February 20, 2020

MR. NICK UHREN, TPA Executive Director, noted an addendum had been distributed on February 19 noting Information Item 3.B - I-95 at Glades Road has been deferred to the March 19 meeting to accommodate the additional time needed for Action Item 2.A.

Mayor Scott Singer joined the meeting at 9:02 a.m.

MOTION to ADOPT the Amended Agenda made by Mayor Triolo, seconded by Mayor Grant, and carried unanimously 17-0.

Member	Vote	Member	Vote	Member	Vote
Anderson	A	Marino	Y	Singer	Y
Kerner (ALT)	Y	McKinlay	Y	Thomson	Y
Brinkman	Y	Napoleone	Y	Triolo	Y
Flores	A	Neering	Y	Valeché	Y
Grant	Y	Peduzzi	Y	Bernard (ALT)	Y
Kuretski	Y	Petrolia	A	Weiss	Y
Lanier	A	Pinto	Y	Wilson	Y

Y = Yes N = No A = Absent ABST = Abstain

1.E. APPROVED: Minutes for December 12, 2019

MOTION to APPROVE the Minutes made by Mayor Kerner, seconded by Commissioner McKinlay and carried unanimously 17-0.

Member	Vote	Member	Vote	Member	Vote
Anderson	A	Marino	Y	Singer	Y
Kerner (ALT)	Y	McKinlay	Y	Thomson	Y
Brinkman	Y	Napoleone	Y	Triolo	Y
Flores	A	Neering	Y	Valeché	Y
Grant	Y	Peduzzi	Y	Bernard (ALT)	Y
Kuretski	Y	Petrolia	A	Weiss	Y
Lanier	A	Pinto	Y	Wilson	Y

Y = Yes N = No A = Absent ABST = Abstain

1.F. Comments from the Chair and Member Comments

MAYOR WILSON requested the TPA to follow-up on the status of the State Road 80 lighting study as the progress reported by the Florida Department of Transportation (FDOT) does not align with the TPA Board’s expectations.

Mayor Joel Flores joined the meeting at 9:06 a.m.

Commissioner Joseph Anderson and Vice Mayor Robert Weinroth, replacing Commissioner Mack Bernard, joined the meeting at 9:10 a.m.

TPA Board members participated in a ribbon cutting ceremony for the new office and meeting space.

1.G. Executive Director’s Report

MR. UHREN reviewed the Executive Director’s Report that can be viewed at [www.PalmBeachTPA.org/Board](http://www.PalmBeachTPA.org/Board) under presentations.

1.H. APPROVED: Consent Agenda Items

1. A Resolution establishing a deferred compensation plan for TPA employees.
2. Appointment of Ms. Nancy Yarnell as Representative for the Area Agency on Aging on the Palm Beach County Transportation Disadvantaged Local Coordinating Board (TDLCB).
3. Appointment of Ms. Paula Scott as Alternate for FDOT on the Palm Beach County TDLCB.
4. Appointment of Mr. Bryan Davis as Representative for the Palm Beach County Planning Department on the Technical Advisory Committee (TAC).
5. Appointment of Mr. Craig Pinder as Representative and Ms. Kathleen Hatcher as Alternate for the City of Boynton Beach on the Bicycle Trailways Advisory Committee (BTPAC).

MOTION to APPROVE the Consent Agenda Items made by Mayor Pinto, seconded by Mayor Grant, and carried unanimously 19-0.

Member	Vote	Member	Vote	Member	Vote
Anderson	Y	Marino	Y	Singer	Y
Kerner (ALT)	Y	McKinlay	Y	Thomson	Y
Brinkman	Y	Napoleone	Y	Triolo	Y
Flores	Y	Neering	Y	Valeché	Y
Grant	Y	Peduzzi	Y	Weinroth	Y
Kuretski	Y	Petrolia	A	Weiss	Y
Lanier	A	Pinto	Y	Wilson	Y

Y = Yes N = No A = Absent ABST = Abstain

### 1.1. General Public Comments

Mr. Tyrone Holmes stated there is ongoing litigation for the alleged purchase of right of way along the CSX tracks extending to mile post 964 in the City of Riviera Beach. He noted he sent a request to FDOT Secretary Gerry O'Reilly to place the Rosa Sutton Holmes Revocable Trust invoice for payment within the 5-year work program and budget to the TPA. He requested the TPA add this item for further discussion at their next meeting.

## 2. ACTION ITEMS

2.A. ADOPTED: Resolution approving Amendment #1 to the TPA's 2045 Long Range Transportation Plan (LRTP)

MR. JOHN KRANE, FDOT District 4 Planning & Environmental Administrator, provided a PowerPoint presentation on the amendment request that can be viewed at [www.PalmBeachTPA.org/Board](http://www.PalmBeachTPA.org/Board). He reviewed the role of the TPA Governing Board in the LRTP, project description, project purpose and need, regional connectivity, congestion relief, right of way, and project history and timeline. He provided a summary overview of the responses received for this project that included support by the Port of Palm Beach, Western Communities Council, Villages of Royal Palm Beach and Wellington, Town of Loxahatchee Groves, Indian Trail Improvement District, 1,100 members of the public and three (3) TPA advisory committees. He noted 109 members of the public were opposed.

MR. KRANE noted approval of the proposed amendment would include the SR 7 projects in the LRTP to address multimodal transportation demands by providing regional connectivity, congestion relief and increased mobility; directs FDOT to continue the refinement of the design and associated mitigation through the agency coordination/permitting process and allows the Board to adopt the FY 21-25 TIP in June with SR 7 funding in FY 2022.

Councilwoman Shirley Lanier joined the meeting at 9:22 a.m.

Mayor Shelly Petrolia joined the meeting at 9:27 a.m.

MR. EDWARD de la PARTE, attorney representing the City of West Palm Beach, provided a PowerPoint presentation on the City's perspective of the amendment request that can be viewed at [www.PalmBeachTPA.org/Board](http://www.PalmBeachTPA.org/Board). He noted the proposed amendment should not be approved as the SR 7 amendment is not consistent with the West Palm Beach Comprehensive Plan, does not address environmental concerns, the public participation was thwarted by lack of transparency, the need for SR 7 extension has not been demonstrated, and the SR 7 extension cost estimates are improper and unreliable. He reviewed detailed background to support his points in the provided presentation.

MR. de la PARTE stated the amendment and adoption process does not comply with applicable Federal and State regulations and law and should not be approved. He noted in the very least that consideration should be deferred until consistency with the West Palm Beach Comprehensive Plan, modeling, cost, project design, and other supporting information is publicly available and there is time for public review and participation. He submitted a 2020 Preliminary Cost Estimate for the SR 7 Segment 2, Roundabout to Northlake Boulevard into the record and it is attached hereto as Exhibit B.

MS. BETTY ARGUE, Indian Trail Improvement District (ITID) Board of Supervisors President, provided a PowerPoint presentation on the District's perspective of the amendment request that can be viewed at [www.PalmBeachTPA.org/Board](http://www.PalmBeachTPA.org/Board). She provided a background of the ITID and the communities it serves. She reviewed the communities served and benefiting from the extension of SR 7 from 60<sup>th</sup> to Northlake to the east of IBIS, the issues with the removal of the SR 7 extension project from the TPA's LRTP, the western development impacts and mitigation, environmental impacts, necessity and agreement for the extension project, and safety impacts.

Chair Marino opened the agenda item for public comment at 10:10 a.m. She noted due to the large number of comment cards provided she would be limiting comments to one (1) minute each.

Chair Marino noted the following members of the public provided a comment card in support of this item and declined to speak:

Michelle DePotter, Rich Valuntas, Kenneth Zwibel, Don Asarnow and J.P. O'Connor

Chair Marino noted the following members of the public provided a comment card in opposition of this item and declined to speak:

Dori Green, Philip Green, Karen Zwibel, Velia Cerrina, Rick Schiliro, Bryn Shain, Joan Hague, Marsha Gray, Ernest Caparelli, Ken Gray, Fred Burkhardt, Judi Bike, Patricia Belz, Gail and Howard Leavy, Phil and Jan Benoit, Martha Margolla, Lina Camacho, Lorenzo River, Joseph Intini, Vladimir Jeannot, Ken Harris and Heather Danforth

Mr. Richard Vassalotti, II stated he is a 50-year native of West Palm Beach and 30-year veteran with Palm Beach County Fire Rescue. He voiced his support of this amendment.

Mr. Scott Kelly, West Palm Beach Assistant City Administrator, read a letter on behalf of West Palm Beach Mayor Keith James in opposition of this amendment.

Mr. Bill Johnson, Director of Palm Beach County Division of Emergency Management, provided a public comment in support of this amendment to provide adequate emergency evacuation options.

Commissioner Christina Lambert, City of West Palm Beach, provided a public comment in opposition of this amendment. She submitted 437 petitions to oppose SR 7, Roebuck Road and Jog Road Extensions into the record and they are attached hereto as Exhibit C.

Commissioner Kelly Shoaf, City of West Palm Beach, voiced her and her constituent's opposition to this amendment as it poses a threat to the Grassy Waters Preserve and the City's drinking water.

Mr. Bill Newgent voiced his opposition to this amendment as it poses a threat to the Grassy Waters Preserve and the City's drinking water.

Mr. Steve Scherer requested this item be sent back to the TPA's advisory committees for additional analysis as there are inconsistencies in the cost estimates presented.

Councilman Jeff Hmara, Village of Royal Palm Beach, highlighted the project's history with the TPA Board and how it was continuously largely supported until the December 2019 meeting. He voiced his support of this amendment.

Mr. Thomas Crinoli, voiced his opposition of this amendment and noted environmental concerns for the resource recovery area adjacent to the Grassy Waters Preserve.

Councilmember Lisa El-Ramey, Town of Loxahatchee Groves, voiced the Town's support of this amendment and the western communities.

Mr. Todd Bonlarron, Assistant County Administrator, voiced the County's support of this amendment to assist with housing developments based on inclusion of this project in the transportation plan and other safety and evacuation concerns currently present.

Ms. Trish Watkins stated she is a 30-year resident of the Acreage and voiced support on behalf of herself and other Acreage residents for this amendment.

Mr. Jay Foy, District Engineer for ITID, voiced support of this amendment.

Ms. Kimberly Rothenburg, West Palm Beach City Attorney, voiced the City's opposition of this amendment as they have concerns as outlined in Mr. de la Parte's presentation.

Ms. Mary Lou Bedford, Central Palm Beach County Chamber President/Chief Executive Officer, stated the Board of Directors adopted a Resolution in support of this amendment unanimously. The Resolution was previously provided to the TPA and posted to [www.PalmBeachTPA.org/SR7](http://www.PalmBeachTPA.org/SR7).

Mr. Ray Liggins, Royal Palm Beach Village Manager, voiced the Village's support of this amendment.

Mr. Jay Botsch, Mall at Wellington Green, supports the road expansion for safety and future economic impact.

Ms. Sandy Matnivich voiced her concerns with the environmental impact the runoff from the IBIS community has on the Grassy Waters Preserve.

Mr. George Singer, President of Baywinds' Homeowners Association, voiced the Board of Director's opposition of this amendment as it poses a threat to the Grassy Waters Preserve and the City's drinking water.

Mr. Steve Rudy was in opposition of this amendment request.

Mr. Richard Heini, Acreage Landowners Association, submitted a letter in support of this amendment into the record and it is attached hereto as Exhibit D.

Mr. Matt Chambers voiced his opposition and concerns with the environmental impact of these projects as it poses a threat to the Grassy Waters Preserve and the City's drinking water.

Ms. Joy Rudy stated she supports connecting communities and is opposed to compromising the Grassy Waters Preserve and the City's drinking water.

Mr. David Rosentein was in support of this amendment request.

Ms. Kathryn Stellmack voiced her opposition to this amendment and the environmental impacts it will have to the Grassy Waters Preserve.

Ms. Denise Widzowski's comment was read into the record: "I am in strong opposition to the State Road 7 and any future road extensions along Grassy Waters Preserve."

Ms. Elizabeth Guillen's comment was read into the record: "I am against any road through Grassy Waters Preserve. We must protect our water supply and the wildlife in the preserve."

Mr. Jerome Richman voiced his opposition of the amendment due to its environmental impacts and the water supply being compromised.

Ms. Melissa Martz voiced her opposition to this amendment due to its environmental impacts.

Mr. Greg Mermigas, Old Northwood Neighborhood Association President, stated his family and fellow residents are in opposition to this amendment.

Ms. Denise Doran's comment was read into the record: "We need the extension, accidents on Northlake have made teachers to our schools at least 1-1/2 hours late to school. We are sitting ducks with the congestion. If you do not want the road, please do better to notify us that road is not accessible."

Mr. Michael Kohner, Florida Native Plant Society, voiced his opposition to this project due to the environmental impacts and stated the project needs to be moved west to assist those in the area requesting the roadway. He stated one (1) minute is insufficient for public comments.

Ms. Michelle Damone voiced her support of the amendment request and highlighted the project history.

Mr. Jonathan Feldman, Old Northwood Neighborhood Association, voiced his opposition to this amendment and requested for review of alternate ways to provide congestion relief to avoid environmental impacts.

Dr. Motasem Al-Turk, Palm Beach County Traffic Director, voiced County staff support of this amendment and the need for this project.

Ms. Joni Martin, ITID, thanked the Board for allowing the District to present and voiced ITID's support of this amendment.

Mr. John Mike voiced his opposition to this amendment due to the environmental impacts and noted he would be in touch with his local officials on alternative solutions.

Ms. Fatima Nejame, Palm Beach County Chapter of Florida Native Plant Society, voiced her and the Society's opposition to this amendment due to the environmental impacts to Grassy Waters Preserve.

Mr. Scott Zucker, Audubon Everglades, voiced the agency's opposition of this amendment due to the adverse effects on wetlands adjacent to Grassy Waters Preserve that provides regional ecological benefits as well as being a water supply.

Dr. Hart Collier voiced his support of the amendment to improve the quality of life, public safety and transportation for the area.

Councilman John McGovern, Village of Wellington and Western Communities Council, voiced the support of this amendment on behalf of both agencies. Both agencies provided written support of this amendment to the TPA, which can be viewed at [www.PalmBeachTPA.org/SR7](http://www.PalmBeachTPA.org/SR7).

Chair Marino closed the agenda item for public comment at 10:52 a.m.

A discussion ensued on the need to amend the process for proper noticing of constituents when major projects are modified or deleted, and the claims made by the City of West Palm Beach regarding the public participation process.

MR. PAUL GOUGELMAN, TPA General Counsel, confirmed the burden of public participation criteria had been met for this meeting and agenda item.

COMMISSIONER NEERING expressed concern and requested clarification on why this item was brought back.

MR. GOUGELMAN stated the member requesting reconsideration was on the prevailing side.

MR. UHREN stated the agenda description stated "Later in the meeting, a TPA board member directed staff to bring a draft LRTP amendment to the TPA advisory committees and Board in February to consider inclusion of these projects in the LRTP. Following the meeting, another TPA board member requested reconsideration of the removal of these projects from the LRTP." He noted in discussion with the latter, she was amenable to an amendment versus reconsideration of the item, which is what the TPA opted to do.

A discussion ensued with Board members requesting clarifying information from presenters and TPA staff on the information provided in the PowerPoint presentations.

MOTION to ADOPT a Resolution approving Amendment #1 to the TPA's 2045 LRTP made by Commissioner McKinlay and seconded by Mayor Pinto.

MAYOR GRANT requested for each project to be separated with the Motion maker rejecting the request.

COMMISSIONER MCKINLAY provided historical information on the SR 7 projects and the Palm Beach County agreement to connect with water utilities to provide clean water in the event of a contamination in the City's water supply.

COMMISSIONER NEERING emphasized the City of West Palm Beach's continued opposition to these projects and his concerns on the recent events and procedures at Board meetings in relation to this project.

COMMISSIONER WEISS thanked the public for attending the meeting and providing their comments. He expressed his opposition on this item and asked for it to be postponed allowing for more time to address concerns.

It was noted for the record that Commissioner Lambert replaced Commissioner Neering and Commissioner Bernard replaced Vice Mayor Weinroth on the dais at 11:52 a.m.

COMMISSIONER ANDERSON stated the Port of Palm Beach discussed this item during their recent meeting and has historically supported this item. He requested for information on what transpired today to be provided to the Board members so they may dissemination it at their local level.

MAYOR GRANT stated he supports the first segment to connect Okeechobee Boulevard but is opposed to the impacts the second segment would have on the Grassy Waters Preserve. He provided additional comments on the need for transit to provide congestion relief.

COMMISSIONER PEDUZZI emphasized the City of West Palm Beach's continued opposition to these projects. He provided additional comments on alleviating traffic congestion and environmental impacts.

VICE MAYOR BRINKMAN clarified for the record that she was the Board member that requested this item be reconsidered as she was unaware that her vote in December was in support of removing these projects from the LRTP. She emphasized the TPA's role to plan the transportation system and noted FDOT would address further concerns during the permit process. She noted she would be in support of this item as she has been historically minus the voting error in December.

VICE MAYOR NAPOLEONE thanked those in attendance and those that provided comments online. He stated the Village of Wellington submitted a Resolution in support of this amendment and echoed the comments made during the ITID presentation. He stated the TPA's role is to plan the transportation system. He provided additional comments on the need for this project and environmental impacts.

COMMISSIONER VALECHÉ emphasized his continued support of the SR 7 projects. He expressed his concerns on the comments made by Commissioner Neering on the TPA's procedures.

MR. GOUGELMAN stated the vetting has occurred and there was clear discussion on both sides on the issue during the meeting.

The motion was called for a roll call vote and passed 16-5 as shown in the table below.

Member	Vote	Member	Vote	Member	Vote
Anderson	Y	Marino	Y	Singer	Y
Kerner (ALT)	Y	McKinlay	Y	Thomson	Y
Brinkman	Y	Napoleone	Y	Triolo	Y
Flores	Y	Neering	N	Valeché	Y
Grant	N	Peduzzi	N	Weinroth	Y
Kuretski	Y	Petrolia	N	Weiss	N
Lanier	Y	Pinto	Y	Wilson	Y

Y = Yes N = No A = Absent ABST = Abstain

There was a consensus to take a brief recess at 12:11 p.m.

Chair Marino called the meeting to order at 12:14 p.m. Commissioners Anderson, McKinlay and Bernard, Mayors Kerner and Triolo, Vice Mayors Kuretski and Napoleone, and Councilwoman Lanier were absent.

2.B. ADOPTED: Resolution approving the 2020 Safety Targets

The Board members present chose to forego the presentation on this item.

MOTION to ADOPT a Resolution approving the 2020 Safety Targets made by Mayor Singer, seconded by Mayor Petrolia and carried unanimously 13-0.

Member	Vote	Member	Vote	Member	Vote
Anderson	A	Marino	Y	Singer	Y
Kerner (ALT)	A	McKinlay	A	Thomson	Y
Brinkman	Y	Napoleone	A	Triolo	A
Flores	Y	Lambert (ALT)	Y	Valeché	Y
Grant	Y	Peduzzi	Y	Bernard (ALT)	A
Kuretski	A	Petrolia	Y	Weiss	Y
Lanier	A	Pinto	Y	Wilson	Y

Y = Yes N = No A = Absent ABST = Abstain

2.C. ADOPTED: Resolution opposing HB 1371/SB 1000 requiring all mid-block crossings to be signalized or eliminated

The Board members present chose to forego the presentation on this item.

COMMISSIONER VALECHÉ expressed his distaste with this legislation.

Vice Mayor Napoleone and Commissioner McKinlay joined the meeting at 12:16 p.m.

MAYOR SINGER expressed his concurrence with Commissioner Valeché and noted he would speak with those involved with the League of Cities regarding the poorness of this proposal.

MOTION to ADOPT a Resolution opposing HB 1371/SB 1000 requiring all mid-block crossings to be signalized or eliminated made by Commissioner Weiss, seconded by Mayor Petrolia and carried unanimously 15-0.

Member	Vote	Member	Vote	Member	Vote
Anderson	A	Marino	Y	Singer	Y
Kerner (ALT)	A	McKinlay	Y	Thomson	Y
Brinkman	Y	Napoleone	Y	Triolo	A
Flores	Y	Lambert (ALT)	Y	Valeché	Y
Grant	Y	Peduzzi	Y	Bernard (ALT)	A
Kuretski	A	Petrolia	Y	Weiss	Y
Lanier	A	Pinto	Y	Wilson	Y

Y = Yes N = No A = Absent ABST = Abstain

Vice Mayor Napoleone, Commissioner Lambert, and Mayors Petrolia and Flores left the meeting at 12:17 p.m.

Mayor Triolo joined the meeting at 12:18 p.m.

3. INFORMATION ITEMS

3.A DISCUSSED: Vision Zero Action Plan Report

MR. ANDREW UHLIR, TPA Deputy Director of Program Development, presented a PowerPoint presentation on this item that can be viewed at [www.PalmBeachTPA.org/Board](http://www.PalmBeachTPA.org/Board). He reviewed the progress of the Policy Related Actions and highlighted the Put It Down initiative from Florida Highway Safety and Motor Vehicle (FLHSMV). He reviewed the Funding Related Actions and noted Palm Beach County's flashing yellow arrow update and flyer as well as reviewed upcoming resurfacing projects in FDOT FY 21-25. He reviewed the Cultural related actions and highlighted the key events the TPA participated in which included the TPA's Vision Zero Workshop.

MAYOR GRANT stated the City of Boynton Beach adopted Vision Zero and noted they still need assistance with the task force aspect.

~~3.B. I-95 at Glades Road~~

Item was removed from the agenda and deferred to a future Board meeting.

3.C DISCUSSED: Florida Bicycle Month

MS. VALERIE NEILSON, TPA Deputy Director of Multimodal Development, provided a PowerPoint presentation on this item that can be viewed at [www.PalmBeachTPA.org/Board](http://www.PalmBeachTPA.org/Board). She highlighted the 2019 Palm Beach County Bike Month Proclamations that were adopted by 12 municipalities including the TPA and Board of County Commissioners. She reviewed the 2019 Florida Bicycle Month events that occurred and noted 2020 events can be added to the [www.BikePalmBeach.org](http://www.BikePalmBeach.org) website. She noted a Bike to Work Day Ride would take place on March 20, 2020 beginning at the West Palm Beach Intermodal Transit Center and ending at West Palm Beach City Hall. A flyer of the event was provided with ride details and a map.

3.D DISCUSSED: Public Participation Plan (PPP) Annual Report Card

MS. MALISSA BOOTH, TPA Public Relations Manager, noted the TPA Board adopted the PPP in October 2017 and directed staff to report annually on the effectiveness of the various participation strategies. She stated the item was in the agenda packet and if any members had questions to direct them to her at [MBooth@PalmBeachTPA.org](mailto:MBooth@PalmBeachTPA.org).

## 3.E. Partner Agency Updates

There were no partner agency updates received.

MAYOR GRANT requested TPA staff to reach out to Greyhound or Amtrak for a presentation.

## 4. ADMINISTRATIVE ITEMS

4.A.1. Correspondence - Letter from FHWA and FTA regarding the TPA's adoption of the 2045 L RTP and confirming the TPA can resume processing Transportation Improvement Program (TIP) amendments and FHWA and FTA will resume approving State TIP amendments for TPA projects.

There was no discussion on this item.

4.B.1. Special TPA Reports - Subsidy Award Report for Palm Beach County League of Cities 50<sup>th</sup> Annual Tri-Cities Barbeque

There was no discussion on this item.

4.C.1. Routine TPA Reports - Public Involvement Activity Report for December

There was no discussion on this item.

4.D. Next Meeting - March 19, 2020

4.E. Adjournment

There being no further business, the Chair declared the meeting adjourned at 12:23 p.m.

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This signature is to attest that the undersigned is the Chair, or a designated nominee, of the Transportation Planning Agency and that information provided herein is the true and correct Minutes for the February meeting of the Transportation Planning Agency Governing Board, dated this 19<sup>th</sup> day of March, 2020.

---

Chair Maria Marino

EXHIBIT A  
 Transportation Planning Agency Governing Board  
 Attendance Record: 2019-2020

Representative Alternate(s) Local Government	Mar '19	Apr '19	May '19	Jun '19	Jul '19	Aug '19	Sep '19	Oct '19	Nov '19	Dec '19	Jan '20	Feb '20
Joseph Anderson, Commissioner Port of Palm Beach	E	P	P	P	P		E	E	A	P		P
Mary Lou Berger, Commissioner Dave Kerner, Mayor Palm Beach County	E	P	P	E	E		P	P	P	E		ALT
Joni Brinkman, Vice Mayor Doug Gunther, Council Member Village of Palm Springs	P	ALT	P	P	P		P	P	ALT	P		P
Joel Flores, Mayor City of Greenacres	P	P	P	E	P		P	P	P	P		P
Steven B. Grant, Mayor City of Boynton Beach	P	P	P	E	A		P	P	P	P		P
Jim Kuretski, Vice Mayor Town of Jupiter	P	P	P	E	P		P	P	P	P		P
Shirley Lanier, Councilwoman Douglas Lawson, Councilman City of Riviera Beach	A	***A	A	A	P		A	A	A	ALT		P
Maria Marino, Councilmember - CHAIR City of Palm Beach Gardens	P	P	E	P	P		P	P	P	P		P
Melissa McKinlay, Commissioner Palm Beach County	E	E	E	P	P		E	E	E	P		P
Michael Napoleone, Vice Mayor John McGovern, Councilman Village of Wellington	P	ALT	P	P	P		P	P	P	P		P
Cory Neering, Commissioner Christina Lambert, Commissioner City of West Palm Beach	ALT	ALT	***E	P	P		P	ALT	E	P		P
Joseph Peduzzi, Commissioner Christina Lambert, Commissioner City of West Palm Beach	P	A	***P	P	ALT		P	P	P	P		P
Shelly Petrolia, Mayor Bill Bathurst, Commissioner City of Delray Beach	ALT	P	ALT	ALT	P		P	P	A	P		P
Fred Pinto, Mayor - VICE CHAIR Jeff Hmara, Councilman Village of Royal Palm Beach	ALT	P	P	P	P		P	P	P	P		P
Scott Singer, Mayor Jeremy Rodgers, Deputy Mayor City of Boca Raton	P	ALT	P	P	P		P	P	E	P		P
Andy Thomson, Council Member City of Boca Raton	ALT	***P	P	P	P		P	P	P	P		P
Pam Triolo, Mayor Scott Maxwell, Vice Mayor Pro Tem & Andy Amoroso, Vice Mayor City of Lake Worth Beach	P	ALT	P	ALT	P		P	P	A	P		P

\*\*\* New Appointment  
 E - Excused

P - Representative Present  
 A - Absent

ALT- Alternate Present  
 Shaded months - No Meeting





## EXHIBIT A (cont'd)

OTHERS PRESENT

Don Asarnow  
 J.P. O'Connor  
 Beth Cook  
 Ira J. Raab  
 Peggy Moreno  
 Jeffrey Newsome  
 Valerio Oricchio  
 Lauren Dominguez  
 Thomas Crincoli  
 Burgess Hanson  
 Joni Martin  
 Betty Argue  
 Claudia Rosembert  
 J. Miranda  
 Jay Foy  
 Hart Collier  
 Denise Doran  
 Mary McNicholas  
 Jay Botsch  
 Danna Ackerman-White  
 Anthony Marsella  
 Greg Miermigas  
 Jonathan Feldman  
 Commissioner Mack Bernard  
 Patrick Rutter  
 Patricia Behn  
 Todd Bonlarron  
 Bill Johnson  
 Tanya McConnel  
 Motasem Al-Turk  
 Khurshid Mohyuddin  
 Stephanie Sejnoha  
 Hannah Morse  
 Malissa Booth  
 Alyssa Frank  
 Greg Gabriel  
 Paul Gougelman, Esq.  
 Matthew Komma  
 Valerie Neilson  
 Margarita Pierce  
 Jason Price  
 Andrew Uhler  
 Nick Uhren  
 Nikasha Wells  
 Fatima Nejame  
 Aaron Hoffman  
 Robin Best  
 Bob Schafer  
 Melissa Santoro  
 Hans Weber  
 Joyce Moré

REPRESENTING

General Public  
 General Public  
 General Public  
 General Public  
 HOA  
 IAFF C. 2928  
 Ibano, LLC  
 Ibis  
 ITID  
 ITID  
 ITID  
 ITID  
 ITID  
 ITID  
 Loxahatchee  
 Loxahatchee  
 Loxahatchee Groves  
 Mall at Wellington Green  
 Mayor Dave Kerner  
 Old Northwood Association  
 Old Northwood Association  
 Old Northwood Association  
 Palm Beach County  
 Palm Beach County  
 Palm Beach County  
 Palm Beach County Administration  
 Palm Beach County DEM  
 Palm Beach County Engineering  
 Palm Beach County Engineering  
 Palm Beach County Planning  
 Palm Beach County Public Safety  
 Palm Beach Post  
 Palm Beach Transportation Planning Agency  
 Palm Tran  
 PBC Chapter of Florida Native Plant Society  
 Port of Palm Beach  
 Preserve at Bayhill  
 Ranger Construction  
 Representative Matt Willhite  
 Riverwalk  
 Riverwalk

## EXHIBIT A (cont'd)

OTHERS PRESENTREPRESENTING

Jose More	Riverwalk
Paula Graham	Riverwalk Environmental Committee
Inease Zitner	Riverwalk Environmental Committee
Patricia Grande	Riverwalk E+W Committee
Tyrone Holmes c/o Rosa Sutton Holmes	Rosa Sutton Holmes Revocable Trust
Paul Gilliam	Sain Associates
Philip Green	Self
Mac Lankford	Self
Mike Burns	Self
Harriet Lankford	Self
Alicia Torres	Self
Ken Harris	Self
Joan Hague	Self
Robert Coppoletin	Self
Jeff Dowitz	Self
Dave King	Self
Geoff Sluggert	Self
John Mike	Self
Judi Bike	Self/Baywinds
Andrew Watt	SFRTA
Drew Martin	Sierra Club
Councilmember Lisa El-Ramey	Town of Loxahatchee Groves
Ron Bukle	Town Crier
Jim Carroll	TPA's Citizens Advisory Committee
Chelsea Reed	TPA's Citizens Advisory Committee
Alexandria Ayla	Vice Mayor Robert Weinroth
Councilman Jeff Hmara	Village of Royal Palm Beach
Ross Shillingfered	Village of Royal Palm Beach
Ray Liggins	Village of Royal Palm Beach
Jan Rodusky	Village of Royal Palm Beach
Ryan Harding	Village of Wellington
Councilmember John McGovern	Village of Wellington
Matt Chambers	West Palm Beach Resident
Steve Scherer	West Palm Beach Resident
Stephanie Susskid	WPTV
Paris Vazquez	WPTV

## TPA RESOLUTION 2020-xx

### **A RESOLUTION APPROVING THE OPERATING PROCEDURES OF THE PALM BEACH TRANSPORTATION PLANNING AGENCY (TPA); AND REPEALING BY-LAWS FOR THE TPA GOVERNING BOARD, THE TPA TECHNICAL ADVISORY COMMITTEE, THE CITIZENS ADVISORY COMMITTEE, AND THE TPA BICYCLE/TRAILWAYS/PEDESTRIAN ADVISORY COMMITTEE.**

**WHEREAS**, the Palm Beach MPO, doing business as the Palm Beach Transportation Planning Agency (TPA), a public agency created in accordance with and operating pursuant to 23 U.S.C. 134, 49 U.S.C. 5303, and Sections 163.01 and 339.175, Florida Statutes, is the designated and duly constituted body responsible for the urban transportation planning process for Palm Beach County; and

**WHEREAS**, pursuant to 23 CFR 450.300 through 450.326 and Sections 339.175(6) through (9), Florida Statutes, the TPA is required to develop and amend as appropriate, plans and programs including but not limited to a Long Range Transportation Plan (LRTP), Priority Project List, Transportation Improvement Program (TIP) and Unified Planning Work Program (UPWP); and

**WHEREAS**, the TPA has previously adopted by-laws regulating the conduct of its governing board and advisory committees; and

**WHEREAS**, the TPA now desires to consolidate those adopted by-laws into a single Operating Procedures document; and

**WHEREAS**, the Governor of the State of Florida has declared a formal state of Emergency in response to the Novel Coronavirus Disease 2019 (COVID-19), recommending among other mitigation measures the limiting of face-to-face contact with others as much as possible; and

**WHEREAS**, under circumstances such as the current emergency, the TPA may be prevented from meeting in person and/or be required to take immediate action to respond to urgent requests that cannot be delayed until a meeting and quorum can be established;

**WHEREAS**, the TPA wishes to establish certain Emergency Powers to be utilized in times of such emergencies and to recognize a process for the future amendment of its Operating Procedures.

**NOW THEREFORE, BE IT RESOLVED BY THE PALM BEACH MPO, d/b/a PALM BEACH TRANSPORTATION PLANNING AGENCY, THAT:**

**SECTION 1.** The foregoing recitals are hereby adopted and declared to be true and correct and are incorporated herein.

**SECTION 2.** The TPA Governing Board hereby:

1. Approves the Palm Beach TPA Operating Procedures incorporated herein and attached hereto as Exhibit A and incorporated herein by this reference.
2. Affirms that the Palm Beach TPA Operating Procedures shall apply *nunc pro tunc*, or retroactively, beginning on April 1, 2020.
3. Repeals the previously approved by-laws for the TPA Governing Board (adopted June 21, 2018), the TPA Technical Advisory Committee (adopted June 21, 2018), the TPA Citizens Advisory Committee (adopted September 19, 2019), and The TPA Bicycle/Trailways/Pedestrian Advisory Committee (adopted September 20, 2018), attached hereto as Exhibit B and incorporated herein by this reference.

**SECTION 3.** This Resolution shall take effect upon adoption.

The foregoing Resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote, the motion passed. The Chair thereupon declared the Resolution duly adopted this \_\_\_\_ day of April 2020.

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

By: \_\_\_\_\_  
Vice Mayor Maria Marino, as its Chair

ATTEST:

\_\_\_\_\_  
Margarita Pierce, TPA Executive Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

\_\_\_\_\_  
Paul R. Gougelman, TPA General Counsel



## Operating Procedures

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Approved by: \_\_\_\_\_  
Maria Marino, TPA Chair

Date: \_\_\_\_\_

# Section 1. General Information

## 1.1 Purpose

The Palm Beach Transportation Planning Agency (TPA) Operating Procedures facilitate efficient conduct by the TPA as it collaboratively plans, prioritizes and funds a safe, efficient, connected, and multimodal transportation system for all of Palm Beach County.

## 1.2 Authority

The federal government, under the authority of Title 23 United States Code (USC) §134 and Title 49 USC §5303, requires each metropolitan area, as a condition for the receipt of federal capital or operating assistance, to designate a Metropolitan Planning Organization (MPO) to conduct a continuing, cooperative, and comprehensive transportation planning process that results in transportation plans and programs consistent with the comprehensively planned development of the metropolitan area. Pursuant to Titles 23 USC §134(d), 49 USC §5303, 23 CFR §450.310(b), and Section 339.175(2), F.S., the Palm Beach MPO, d/b/a the Palm Beach TPA is designated by Interlocal Agreement to serve as the federally mandated MPO for that part of the Miami Urbanized Area Transportation Management Area (TMA) within Palm Beach County.

## 1.3 Definitions

The following terms when used in these Operating Procedures shall be defined as set forth below, unless the context of usage affirmatively dictates to the contrary:

- A. TPA - The Palm Beach Transportation Planning Agency (TPA), which serves as the Metropolitan Planning Organization (MPO) for that part of the Miami Urbanized Area Transportation Management Area (TMA) within Palm Beach County.
- B. Interlocal Agreement - The agreement executed by the Governor and units of general purpose local government representing at least 75 percent of the affected population in the Palm Beach County urbanized area which formally designates the TPA, as it may be amended from time to time.
- C. TPA Governing Board - The policy-making body for the TPA responsible for coordinating the cooperative decision-making process of the TPA's actions and taking required actions as the TPA.
- D. Governing Board Member - A unit of General Purpose Local Government or an agency that operates or administers a major mode of transportation with voting membership on the TPA pursuant to the most current Interlocal Agreement (and any amendment thereto) creating the TPA.
- E. Governing Board Representative - An elected official appointed by a Governing Board Member to exercise its voting membership on the TPA Governing Board.

- F. Governing Board Alternate - An elected official appointed by a Governing Board Member to exercise its voting membership on the TPA Governing Board in the event the Representative is not in attendance.
- G. TAC Member - A local government, aviation department, seaport department, public transit department/agency, the School District of Palm Beach County and other entities as deemed appropriate by the TPA Governing Board.
- H. TAC Representative - An individual nominated by the TAC Member and appointed by the TPA Governing Board to represent the TAC Member at TAC meetings. If a TAC Member has a TAC Representative and TAC Alternate, these terms are used interchangeably.
- I. TAC Alternate - An individual nominated by the TAC Member and appointed by the TPA Governing Board to represent the TAC Member at TAC meetings in the event the TAC Representative is not in attendance.
- J. CAC Member - An individual nominated by a TPA Governing Board Member and appointed by the TPA Governing Board to represent the citizenry of Palm Beach County at CAC meetings.
- K. BTPAC Member - A local government, health department, law enforcement agency, the School District of Palm Beach County, bicycle advocacy groups or other entity as deemed appropriate by the TPA Governing Board.
- L. BTPAC Representative - An individual nominated by the BTPAC Member and appointed by the TPA Governing Board to represent the BTPAC Member at BTPAC meetings. If a BTPAC Member has a Representative and Alternate, these terms are used interchangeably.
- M. BTPAC Alternate - An individual nominated by the BTPAC Member and appointed by the TPA Governing Board to represent the BTPAC Member at BTPAC meetings in the event the BTPAC Representative is not in attendance.
- N. Quorum - A quorum of the TPA Board or any of its committees shall be constituted by a majority of Representatives (or Members, for the CAC). Only designated Representatives physically present shall count toward establishing a quorum, unless the TPA is operating under Section 6. Emergency Powers.
- O. Robert's Rules of Order - Roberts Rules of Order, Newly Revised (10th Edition).
- P. Communications Media Technology - the electronic transmission of printed matter, telephone, audio, computer, full-motion video, freeze-frame video, compressed video, and digital video by any method available.

## 1.4 Interpretations

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

the TPA's Public Participation Plan (PPP). In the event of a conflict, state or federal law ~~and the PPP~~ shall control.

## Section 2. TPA Governing Board

### 2.1 Membership

- A. Number of Governing Board Members - The number of Governing Board Members for the TPA shall be as determined by the Interlocal Agreement, as amended.
- B. Representatives - Each Governing Board Member shall designate a Representative and notify the TPA in writing of this designation. The qualifications of Representatives shall be as specified in the Interlocal Agreement.
- C. Alternates - Each Governing Board Member shall designate an Alternate(s) and notify the TPA in writing of this designation. The Alternate must meet the same qualifications as a Representative. An Alternate may serve as a Representative for the Governing Board Member during any meeting or portion of a meeting where that Governing Board Member's Representative is not in attendance.
- D. Term of Office - Representatives and Alternates shall serve until the TPA has been notified in writing of a new designation by the Governing Board Member or until his/her earlier death, resignation, disqualification, incapacity to serve, or removal in accordance with the law.

### 2.2 Officers

- A. Officers - The officers of the TPA shall consist of a Chair and a Vice Chair.
- B. Elections - The officers shall be elected annually at the last regularly scheduled meeting of the calendar year. The newly elected officers shall take office at the first regularly scheduled meeting of the following calendar year. Additional elections may be held as necessary if an officer cannot carry out his/her duties and complete the remainder of the appointed term.
- C. Officer Criteria - The Chair must have served on the TPA Governing Board as a Representative for a minimum of one year prior to taking office. All officers must have completed the MPOAC Institute training program for elected officials, attended a national Association of MPOs (AMPO) Conference, or received similar training. The training criteria can be waived by majority vote of the TPA Governing Board.
- D. Terms of Office - The term of office for officers shall be one (1) calendar year.
- E. Duties of Officers - The Chair shall call and preside at TPA Governing Board meetings, set the order of business for each meeting and sign official documents for the TPA. In the Chair's absence, the Vice Chair shall preside and complete all other duties of the Chair. In the absence of both the Chair and the Vice Chair, the Representatives present shall elect a Chair Pro-Tem to preside and complete all other duties of the Chair.

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

- F. Agency clerk - The TPA Executive Director shall act as the Agency Clerk pursuant to Section 339.175(2)(e), F.S.

## 2.3 Meetings

- A. Regular Meetings - Meetings will be held on the third Thursday of each month, except as noted on the meeting calendar published to the public on the TPA website. The Chair may cancel regular meetings should there be insufficient business on the TPA's tentative agenda or a lack of anticipated quorum.
- B. Special Meetings - Special meetings may be called by the Chair with three (3) day notice. Whenever possible, at least seven (7) day notice shall be given.
- C. Workshops - Workshops may be called from time to time and shall not require a quorum; however, all workshops shall be noticed in the same manner as regular meetings of the TPA Governing Board. No official actions may be taken at a workshop.
- D. ~~Quorum—A quorum of the TPA Governing Board shall be constituted by the presence of a majority of Representatives or Alternates of the TPA Governing Board Members. Only designated Representatives or Alternates physically present shall count toward establishing a quorum.~~
- D. Attendance - Each Representative shall be expected to attend each regular meeting. It shall be the obligation of the Representative to provide at least 24-hours advance notice to the TPA when the Representative will not be attending a meeting. It shall be the obligation of a Representative to provide reasonable notice to the Alternate when the Representative will not be attending a meeting. An absence without advance notice or without having an Alternate in attendance will be considered unexcused.

When a Representative or alternate for a Governing Board Member does not attend three (3) consecutive regular meetings, the TPA Executive Director will send a letter to the chief elected officer of the Governing Board Member indicating the number of absences and requesting reaffirmation or reappointment of the Governing Board Member's Representative.

- E. Agenda - The agenda is a published list of items for consideration (action items) or discussion (information items) at a meeting. The agenda and any backup material for a TPA Governing Board meeting shall be published to the public on the TPA website seven (7) days prior to the meeting or as early as practicable. Only when special extenuating circumstances warrant, a Representative, Alternate, or the TPA Executive Director may propose an additional item(s) for the agenda prior to adoption of the agenda for a given meeting, subject to approval by a majority of the Representatives/Alternates at the meeting; provided that consideration of such item(s) is consistent with the TPA's PPP noticing requirements.

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

- F. Voting Procedures - The Chair and any Representative may call for a vote on any issue, provided that it is seconded and within the purposes set forth on the agenda. Representatives must be

physically present to vote. At any given meeting, if a Representative(s) is absent, the Alternate(s), may vote in place of the absent Representative(s).

Voting shall be by voice but the minutes shall contain sufficient detail to record the vote of each Representative/Alternate. A Roll Call vote shall be held upon the request of the Chair, a Representative, or the TPA Executive Director. Pursuant to Section 339.175(13) F.S. a recorded hand-counted vote shall be taken for the Long Range Transportation Plan (LRTP), the Transportation Improvement Program (TIP), and any corresponding amendments. A tie vote shall be interpreted as a failure to pass.

Any Representative who voted on the prevailing side may make a motion for reconsideration at the meeting during which the vote was taken or at the next regularly scheduled meeting unless the action for which the vote was taken has been completed by the next regularly scheduled meeting and cannot be undone. A Representative desiring to request reconsideration of a matter shall advise the Executive Director no less than ten (10) days prior to the meeting. The Executive Director shall endeavor to provide notice of the request to the TPA Governing Board Members prior to the meeting. Any Representative who was not present at the meeting at which the vote was taken shall be deemed to be on the prevailing side unless the absence was unexcused. A motion to reconsider cannot be renewed if it has been voted on and defeated except by unanimous consent of those present at the meeting.

Board Representatives/Alternates may not abstain from voting, unless the Representative/Alternate has a voting conflict of interest as defined by Florida Statutes s. 112.3143, or unless the matter is quasi-judicial in nature and the abstention is to avoid prejudice or bias as provided in Florida Statutes s. 286.012.

If a Representative/Alternate is going to abstain from voting, the member must declare the conflict at the beginning of the public meeting and not participate in the discussion of the item. The Representative/Alternate must then submit a completed Florida Commission on Ethics - Form 8B to the TPA Agency Clerk within 15 days after the abstention occurs.

In the absence of any direction from these Operating Procedures or other duly adopted voting procedures pursuant to certain approval actions, Robert's Rules of Order will designate procedures governing voting over any TPA Governing Board, advisory committee, subcommittee or ad hoc committee meeting. In the interest of efficiency or flexibility, a majority consensus of the TPA Governing Board may approve departures from Robert's Rules of Order.

Proxy and absentee voting are not permitted.

- G. Public Comment Procedures - All TPA Governing Board meetings shall be open to the public. Members of the public are permitted to speak on any topics not on the Agenda during the General Public Comment period by providing a Speaker Card to the Executive Director or designee prior to the commencement of the meeting. Members of the public are allowed to speak on agenda items following presentation of the item to the TPA Governing Board but prior to Representative discussion, by providing a Speaker Card to the Executive Director or designee prior to the presentation of the item. Public comment shall be limited to three (3) minutes. The deadlines for submitting a Speaker Card and time limits for public comment may be waived by the Chair.

- H. Florida's Open Meetings Law - Every Representative/Alternate shall comply with the State's Open Meetings Law. This includes not discussing current board items or other matters that may foreseeably come before the TPA Governing Board for action with other members outside of a noticed meeting.

## 2.4 TPA Board Committees

As necessary, the TPA Governing Board may establish a committee of Representatives and/or Alternates to investigate and report on specific subject areas of interest to the TPA Governing Board.

A TPA Board Committee shall consist of at least three (3) Representatives and/or Alternates. A majority of the committee members must be physically present for the committee to take formal action. The committee shall meet and establish a chair and vice chair. The chair or vice chair shall report to the TPA Governing Board at its next regular meeting on the committee's activities.

A TPA Board Committee's authority shall be limited to making recommendations regarding items to be considered by the TPA Governing Board.

## 2.5 TPA Advisory Committees and Ad Hoc Committees

The TPA Governing Board relies on the standing advisory committees as outlined below to review and make recommendations regarding items to be considered by the TPA Governing Board. No advisory committee member may serve on more than one advisory committee to the TPA Governing Board at any time; however, advisory committee members may serve on more than one ad hoc committee in addition to serving on an advisory committee.

- A. Technical Advisory Committee (TAC) - The TAC is made up of representatives of local governments, aviation departments, seaport departments, public transit departments/agencies, the School District of Palm Beach County, and other entities as deemed appropriate by the TPA Board and as required by Section 339.175(d), F.S.
- B. Citizen's Advisory Committee (CAC) - The CAC is responsible for providing the TPA Governing Board with a "citizen's eye" view of ongoing transportation issues in Palm Beach County. Members are appointed by the TPA Governing Board according to required special designations in accordance with Section 339.175(e.)1., F.S. and other categories as identified by the TPA Governing Board.
- C. Bicycle, Trailways, Pedestrian Advisory Committee (BTPAC) - The BTPAC is comprised of county and municipal planners; school district; health department; law enforcement; and bicycle advocacy groups selected from a variety of disciplines in order to address the comprehensive effort in implementing bicycle, trailway and pedestrian programs and initiatives.

From time to time, an advisory committee or the Executive Director may form an ad hoc committee for the purpose of investigating specific subject areas of interest. Ad hoc committees shall report to the advisory committee(s) on their activities at the next available meeting.

## 2.6 Transportation Disadvantaged Local Coordinating Board (LCB)

The TPA Governing Board is the Designated Official Planning Agency (DOPA) for the Palm Beach County Transportation Disadvantaged (CTD) program, as designated by the Florida Commission for the Transportation Disadvantaged. In accordance with Section 427.0157, F.S., all members of the LCB shall be appointed by the DOPA. Membership and conduct are established by separate by-laws adopted by the LCB.

The LCB is an advisory body to the CTD and identifies local service needs and provides information, advice and direction to the Palm Beach County Community Transportation Coordinator (CTC) on the coordination of services to be provided to the transportation disadvantaged through the Florida Coordinated Transportation System.

## Section 3. Technical Advisory Committee (TAC)

### 3.1 Role and Function

Pursuant to Florida Statutes s. 339.175(6)(d), the TAC provides technical review, comments and recommendations regarding items to be considered by the TPA Governing Board, including transportation plans, programs, studies, and other appropriate documents and regional transportation issues. The TAC addresses other matters and concerns when directed by the TPA Governing Board. It shall be the function of the TAC to provide technical review and make recommendations to the TPA Governing Board regarding:

- Long Range Transportation Plans (LRTP) goals, objectives, performance measures, targets and desired and cost feasible projects and programs;
- Priority Project Lists, Transportation Improvement Programs (TIP), and Unified Planning Work Programs (UPWP);
- Other TPA-led transportation plans, studies and reports;
- Transportation plans, studies, reports, and project designs presented to the TPA by partner agencies (FDOT, PBC Engineering, Municipalities, SFRTA, Palm Tran, Seaport, Airport, etc.);
- Regional transportation plans, studies, reports, and projects; and
- Proposed TPA policy or position statements.

### 3.2 Membership

- A. Number of TAC Members - The number of TAC Members shall be as determined by the TPA Governing Board. An agency seeking membership on the TAC shall submit a written request to the TPA for consideration and approval by the TPA Governing Board. The TPA Governing Board has final approval of membership in accordance with F.S. 339.175, Section (6)(d). If the Florida Department of Transportation (FDOT) seeks membership on the TAC, their Representative and Alternate would serve as a non-voting adviser.
- B. TAC Representatives - Each TAC Member shall nominate a TAC Representative by submitting a written nomination and a description of the individual's credentials to the TPA for consideration

and approval by the TPA Governing Board. No advisory committee Representative may serve on more than one advisory committee to the TPA Governing Board at any time. The membership of the technical advisory committee must include, whenever possible, planners; engineers; representatives of local aviation authorities, port authorities, and public transit authorities or representatives of aviation departments, seaport departments, and public transit departments of municipal or county governments, as applicable; the school superintendent of each county within the jurisdiction of the M.P.O. or the superintendent's designee; and other appropriate representatives of affected local governments.

- C. TAC Alternates - Each TAC Member may nominate a TAC Alternate(s) by submitting a written nomination and a description of the individual's credentials to the TPA for consideration and approval by the TPA Governing Board. The Alternate must meet the same qualifications as a TAC Representative. A TAC Alternate may serve as a TAC Representative for the TAC Member during any meeting, or portion of a meeting, where that TAC Representative is not in attendance. No advisory committee Alternate may serve on more than one advisory committee to the TPA Governing Board at any time.
- D. Term Limits for TAC Representatives and Alternates - TAC Representatives and Alternates shall serve at the pleasure of the TPA Governing Board for a three (3) year term. TAC Representatives and TAC Alternates may be reappointed by the TPA Governing Board and are not required to submit an updated letter of request or credentials.

### 3.3 Officers

- A. Officers - The officers of the TAC shall consist of a Chair and a Vice Chair.
- B. Elections - The officers shall be elected annually at the last regularly scheduled meeting of the calendar year. The newly elected officers shall take office at the first regularly scheduled meeting of the following calendar year. Additional elections may be held as necessary if an officer cannot carry out his/her duties and complete the remainder of the appointed term.
- C. Terms of Office - The term of office for officers shall be one (1) calendar year.
- D. Duties of Officers - The Chair shall call and preside TAC meetings and sign official documents for the TAC. In the Chair's absence, the Vice Chair shall preside and complete all other duties of the Chair. In the absence of both the Chair and the Vice Chair, the Representatives present shall elect a Chair Pro-Tem to preside and complete all other duties of the Chair.

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

### 3.4 Meetings

- A. Regular Meetings - Meetings will be held on the first Wednesday of each month, except as noted on the meeting calendar published to the public on the TPA website. A quorum is required to vote on issues for recommendation to the TPA Board. If a quorum cannot be established, action items on the agenda will receive a consensus which will be forwarded to the TPA Board. The TPA Executive Director may cancel regular meetings should there be insufficient business on the TAC agenda or an anticipated lack of quorum.

- B. Special Meetings - Special meetings may be called by the Chair with three (3) days of notice given prior to the meeting. Whenever possible, at least seven (7) days of notice shall be given prior to the meeting.
- C. Attendance - Each TAC Representative shall be expected to attend each regular meeting. It shall be the obligation of a TAC Representative to provide reasonable notice to the TAC Alternate when the TAC Representative will not be attending a meeting, and to provide at least 24-hours advance notice to the TPA when neither a TAC Representative nor TAC Alternate will be attending a meeting. An absence without advance notice and without having a TAC Alternate in attendance will be considered unexcused.

TAC Representatives shall be automatically removed for lack of attendance. Lack of attendance is defined as unexcused absence at three (3) consecutive meetings. Further, TAC Members that do not have a TAC Representative or TAC Alternate for three (3) consecutive meetings will be presented to the TPA Board for consideration and removal from the committee.

- D. Agenda - The agenda is a published list of items for consideration (action items) or discussion (information items) at a meeting. The agenda and any backup material for a TAC meeting shall be published for the public on the TPA website at least seven (7) days prior to the meeting, or as early as practicable. When good cause is shown in the judgment of the TAC, at the request of a TAC Representative, TAC Alternate, or the TPA Executive Director, an additional item(s) may be added to the agenda prior to adoption of the agenda for a given meeting. Addition of an item to the agenda is subject to approval by a majority of the TAC Representatives/Alternates voting at the meeting; provided that consideration of such item(s) is consistent with the TPA's Public Participation Plan noticing requirements.

TAC Representatives wishing to add an agenda item or organizations wishing to make a presentation to the TAC at a meeting, must contact the TPA Executive Director at least ten (10) days prior to the meeting.

- E. Voting Procedures - The Chair and any TAC Representative may call for a vote on any issue, provided that it is seconded and within the purposes set forth on the agenda. At any given meeting, if a TAC Representative(s) is absent, the TAC Alternate(s), may vote in place of the absent Representative(s).

Voting shall be by voice but the minutes shall contain sufficient detail to record the vote of each TAC Representative/Alternate. A Roll Call vote shall be held upon the request of the Chair, a TAC Representative, or the TPA Executive Director. A tie vote shall be interpreted as a failure to approve the motion made.

Any TAC Representative who voted on the prevailing side may make a motion for reconsideration at the meeting during which the vote was taken or at the next regularly scheduled meeting, unless the action for which the vote was taken has been executed by the next regularly scheduled meeting and cannot be undone. A TAC Representative desiring to request reconsideration of a matter shall advise the Executive Director no less than ten (10) days prior to the meeting. The TPA Executive Director shall endeavor to provide notice of the request to the TAC Members prior to the meeting. Any TAC Representative who was not in attendance at the meeting at which the vote was taken shall be deemed to be on the prevailing side, unless the absence was unexcused. A motion to reconsider cannot be renewed if it has

been voted on and defeated, except by unanimous consent of those voting TAC Representatives present at the meeting. Proxy and absentee voting are not permitted.

TAC Representatives/Alternates may not abstain from voting, unless the Representative/Alternate has a voting conflict of interest as defined by Florida Statutes s. 112.3143, or unless the matter is quasi-judicial in nature and the abstention is to avoid prejudice or bias as provided in Florida Statutes s. 286.012.

If a TAC Representative/Alternate is going to abstain from voting, the member must declare the conflict at the beginning of the public meeting and not participate in the discussion of the item. The Representative/Alternate must then submit a completed Florida Commission on Ethics - Form 8B to the TPA secretary within 15 days after the abstention occurs.

In the absence of any direction from these by-laws or other duly adopted voting procedures pursuant to certain approval actions, the TPA Governing Board's By-laws will control.

- F. Public Comment Procedures - All TAC meetings shall be open to the public. Members of the public are permitted to speak on any topics not on the agenda during the General Public Comment period by providing a Speaker Card to the TPA Executive Director, or the Executive Director's designee, prior to the commencement of, or during, the meeting. Members of the public may speak on agenda items following presentation of the item to the TAC by providing a Speaker Card to the TPA Executive Director, or the Director's designee. Public comment shall be limited to three (3) minutes, unless the Chair or the TAC Representatives authorize an extension of time.
- G. Florida's Open Meetings Law - Every TAC Representative/Alternate shall comply with the State's Open Meetings Law. This includes not discussing current agenda items or other matters that may foreseeably come before the TAC for action with other TAC Representatives outside of a noticed meeting.

## Section 4. Citizen Advisory Committee (CAC)

### 4.1 Role and Function

Pursuant to Florida Statutes s. 339.175(6)(d), the CAC reviews and makes recommendations regarding items to be considered by the TPA Governing Board with respect to the concerns of the various segments of the community regarding their transportation needs. It shall be the function of the CAC to provide citizen's review and make recommendations to the TPA Governing Board regarding:

- Public Participation Plan (PPP) development, implementation and modification;
- Long Range Transportation Plans (LRTP) goals, objectives, performance measures, targets and desired and cost feasible projects and programs;
- Priority Project Lists, Transportation Improvement Programs (TIP), and Unified Planning Work Programs (UPWP);
- Other TPA-led transportation plans, studies and reports;

- Transportation plans, studies, reports, and project designs presented to the TPA by partner agencies (FDOT, PBC Engineering, Municipalities, SFRTA, Palm Tran, Seaport, Airport, etc.);
- Regional transportation plans, studies, reports, and projects; and
- Proposed TPA policy or position statements.

## 4.2 Membership

- A. Number of CAC Members - The Citizens Advisory Committee (CAC) is comprised of up to twenty-one (21), and no less than eleven (11) CAC Members, representing a diverse segment of Palm Beach County's citizenry.
- B. CAC Members - Each TPA Governing Board Member may nominate one CAC Member via submittal of a written request to the TPA along with a concise summary of the nominee's credentials for consideration and approval by the TPA Governing Board. When nominating CAC Members, TPA Governing Board members shall ensure adequate representation for minorities, the elderly and the handicapped in accordance with F.S. 339.175, Section (6)(e)1. Additionally, TPA Governing Board member nominations shall promote representation for environmental issues, business interests, the construction and development industry, the freight and goods movements industry, and private transportation providers as well as the general public. All CAC Members shall be residents and electors of Palm Beach County. A CAC Member cannot be an elected official or directly employed by an elected official. No advisory committee member may serve on more than one advisory committee to the TPA Governing Board at any time. The TPA Governing Board shall have the authority to grant waivers to the CAC membership requirements.
- C. Term Limits for CAC Members - CAC Members shall serve at the pleasure of the TPA Governing Board for a three (3) year term. CAC Members may be reappointed by the TPA Governing Board.

## 4.3 Officers

- A. Officers - The officers of the CAC shall consist of a Chair and a Vice Chair.
- B. Elections - The officers shall be elected annually at the last regularly scheduled meeting of the calendar year. The newly elected officers shall take office at the first regularly scheduled meeting of the following calendar year. Additional elections may be held as necessary if an officer cannot carry out his/her duties and complete the remainder of the appointed term.
- C. Terms of Office - The term of office for officers shall be one (1) calendar year.
- D. Duties of Officers - The Chair shall call and preside at CAC meetings and sign official documents for the CAC. In the Chair's absence, the Vice Chair shall preside and complete all other duties of the Chair. In the absence of both the Chair and the Vice Chair, the Members present shall elect a Chair Pro-Tem to preside and complete all other duties of the Chair.

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

## 4.4 Meetings

- A. Regular Meetings - Meetings will be held on the first Wednesday of each month, except as noted on the meeting calendar published to the public on the TPA website. A quorum is required to vote on issues for recommendation to the TPA Board. If a quorum cannot be established, action items on the agenda will receive a consensus, which will be forwarded to the TPA Board. The TPA Executive Director may cancel regular meetings should there be insufficient business on the CAC agenda or a lack of anticipated quorum.
- B. Special Meetings - Special meetings may be called by the Chair with three (3) day notice. Whenever possible, at least seven (7) day notice shall be given.
- C. Attendance - Each CAC Member shall be expected to attend each regular meeting. It shall be the obligation of the CAC Member to provide at least 24-hours advance notice to the TPA when the Member will not be attending a meeting. An absence without advance notice will be considered unexcused.

CAC Members are expected to attend scheduled meetings on a regular basis. CAC Members shall be automatically removed for lack of attendance. Lack of attendance is defined as unexcused absence at three (3) consecutive meetings.

Additionally, when a CAC Member does not attend three (3) consecutive meetings for any reason, the TPA Executive Director will send a letter to the CAC Member with a copy to the nominating TPA Board Member indicating the number of absences and requesting reaffirmation of the CAC Member's intent to serve on the committee.

- D. Agenda - The agenda is a published list of items for consideration (action items) or discussion (information items) at a meeting. The agenda and any backup material for a CAC meeting shall be published for the public on the TPA website at least seven (7) days prior to the meeting, or as early as practicable. When good cause is shown in the judgment of the CAC a CAC Member, or the TPA Executive Director, may propose an additional item(s) be added to the agenda prior to adoption of the agenda for a given meeting. Additional of an item to the agenda is, subject to approval by a majority of the Members voting at the meeting; provided that consideration of such item(s) is consistent with the TPA's Public Involvement Plan noticing requirements.

CAC Members wishing to add an agenda item or organizations wishing to make a presentation to the CAC must contact the TPA Executive Director at least ten (10) days prior to the meeting.

- E. Voting Procedures - The Chair and any CAC Member may call for a vote on any issue, provided that it is seconded and within the purposes set forth on the agenda.

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

- F. Any CAC Member who voted on the prevailing side may make a motion for reconsideration at the meeting during which the vote was taken or at the next regularly scheduled meeting unless the action for which the vote was taken has been completed by the next regularly scheduled meeting and cannot be undone. A CAC Member desiring to request reconsideration of a matter shall advise the Executive Director no less than ten (10) days prior to the meeting. The TPA Executive Director shall endeavor to provide notice of the request to the CAC Members prior to

the meeting. Any CAC Member who was not present at the meeting at which the vote was taken shall be deemed to be on the prevailing side unless the absence was unexcused. A motion to reconsider cannot be renewed if it has been voted on and defeated except by unanimous consent of those voting Members present at the meeting. Proxy and absentee voting are not permitted.

CAC Members may not abstain from voting, unless the Member has a voting conflict of interest as defined by Florida Statutes s. 112.3143, or unless the matter is quasi-judicial in nature and the abstention is to avoid prejudice or bias as provided in Florida Statutes s. 286.012.

If a CAC Member is going to abstain from voting, the member must declare the conflict at the beginning of the public meeting and not participate in the discussion of the item. The member must then submit a completed Florida Commission on Ethics - Form 8B to the TPA secretary within 15 days after the abstention occurs.

- G. Public Comment Procedures - All CAC meetings shall be open to the public. Members of the public are permitted to speak on any topics not on the agenda during the General Public Comment period by providing a Speaker Card to the TPA Executive Director, or the Director's designee, prior to the commencement of, or during, the meeting. Members of the public may speak on agenda items following presentation of the item to the CAC by providing a Speaker Card to the TPA Executive Director, or the Director's designee. Public comment shall be limited to three (3) minutes.
- H. Florida's Open Meetings Law - Every CAC Member shall comply with the State's Open Meetings Law. This includes not discussing current agenda items or other matters that may foreseeably come before the CAC for action with other CAC Members outside of a noticed meeting.

## Section 5. Bicycle Trailways Pedestrian Advisory Committee (BTPAC)

### 5.1 Role and Function

The BTPAC serves in an advisory capacity to the TPA Governing Board to provide technical review, comments and recommendations on non-motorized means of travel such as walking and bicycling, as well as greenways and blueways travel facilities, and their interface with other modes of transportation. The BTPAC shall address other matters and concerns when directed by the TPA. It shall be the function of the BTPAC to review and make recommendations to the TPA Governing Board regarding the non-motorized elements of:

- Applications submitted for funding through the annual Transportation Alternatives Program (including review, evaluation, and ranking) and any other competitive funding programs aimed at non-motorized transportation projects that may arise for BTPAC evaluation;
- Long Range Transportation Plans (LRTP) goals, objectives, performance measures, targets and desired and cost feasible projects and programs;
- Priority Project Lists, Transportation Improvement Programs (TIP), and Unified Planning Work Programs (UPWP);

- Other TPA-led transportation plans, studies and reports;
- Transportation plans, studies, reports, and project designs presented to the TPA by partner agencies (FDOT, PBC Engineering, Municipalities, SFRTA, Palm Tran, Seaport, Airport, etc.);
- Regional transportation plans, studies, reports, and projects; and
- Proposed TPA policy or position statements.

## 5.2 Membership

- A. Number of BTPAC Members - The number of BTPAC Members for the TPA shall be as determined, from time to time, by the TPA Governing Board. An agency seeking membership on the BTPAC shall submit a written request to the TPA for consideration and approval by the TPA Governing Board. The TPA Governing Board has final approval of membership. If the Florida Department of Transportation (FDOT) seeks membership on the BTPAC their Representative and Alternate would serve as a non-voting advisor.
- B. BTPAC Representatives - Each BTPAC Member shall nominate a BTPAC Representative with a description of the individual's credentials and submit the nomination in writing to the TPA for consideration and approval by the TPA Governing Board. No advisory committee Representative may serve on more than one advisory committee to the TPA Governing Board at any time.
- C. BTPAC Alternates - Each BTPAC Member may nominate a BTPAC Alternate(s) with a description of the individual's credentials and submit the nomination in writing to the TPA for consideration and approval by the TPA Governing Board. The BTPAC Alternate must meet the same qualifications as a BTPAC Representative. A BTPAC Alternate may serve as a BTPAC Representative for the BTPAC Member during any meeting, or portion of a meeting, where that BTPAC Member's Representative is not in attendance. No advisory committee Alternate may serve on more than one advisory committee to the TPA Governing Board at any time.
- D. Term Limits for BTPAC Representatives and Alternates - BTPAC Representatives and BTPAC Alternates shall serve at the pleasure of the TPA Governing Board for a three (3) year term. BTPAC Representatives and Alternates may be reappointed by the TPA Governing Board and are not required to submit an updated letter of request or credentials.

## 5.3 Officers

- A. Officers - The officers of the BTPAC shall consist of a Chair and a Vice Chair.
- B. Elections - The officers shall be elected annually at the last regularly scheduled meeting of the calendar year. The newly elected officers shall take office at the first regularly scheduled meeting of the following calendar year. Additional elections may be held as necessary if an officer cannot carry out his/her duties and complete the remainder of the appointed term.
- C. Term of Office - The term of office for officers shall be one (1) calendar year.
- D. Duties of Officers - The Chair shall call and preside at BTPAC meetings and sign official documents for the CAC. In the Chair's absence, the Vice Chair shall preside and complete all other duties of the Chair. In the absence of both the Chair and the Vice Chair, the Members present shall elect a Chair Pro-Tem to preside and complete all other duties of the Chair.

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

## 5.4 Meetings

- A. Regular Meetings - Meetings will be held on the first Thursday of each month, except as noted on the meeting calendar published to the public on the TPA website. A quorum is required to vote on issues for recommendation to the TPA Board. If a quorum cannot be established, action items on the agenda will receive a consensus, which will be forwarded to the TPA Board. The TPA Executive Director may cancel regular meetings should there be insufficient business on the BTPAC agenda or a lack of anticipated quorum.
- B. Special Meetings - Special meetings may be called by the Chair with three (3) day notice. Whenever possible, at least seven (7) day notice shall be given.
- C. Attendance - Each BTPAC Representative shall be expected to attend each regular meeting. It shall be the obligation of a BTPAC Representative to provide reasonable notice to the BTPAC Alternate when the BTPAC Representative will not be attending a meeting, and to provide at least 24-hours advance notice to the TPA when neither a Representative nor Alternate will be attending a meeting. An absence without advance notice and without having an Alternate in attendance will be considered unexcused.

BTPAC Representatives shall be automatically removed for lack of attendance. Lack of attendance is defined as unexcused absence at three (3) consecutive meetings. Further, BTPAC Members that do not have a BTPAC Representative or BTPAC Alternate for three (3) consecutive meetings will be presented to the TPA Board for consideration and removal from the committee.

- D. Agenda - The agenda is a published list of items for consideration (action items) or discussion (information items) at a meeting. The agenda and any backup material for a BTPAC meeting shall be published for the public on the TPA website at least seven (7) days prior to the meeting or as early as practicable. When good cause is shown in the judgment of the BTPAC, at the request of a BTPAC Representative, Alternate, or the TPA Executive Director, an additional item(s) may be added to the agenda prior to adoption of the agenda for a given meeting. Addition of an item to the agenda is subject to approval by a majority of the BTPAC Representatives/Alternates voting at the meeting; provided, that consideration of such item(s) is consistent with the TPA's Public Participation Plan noticing requirements.

BTPAC Representatives wishing to add an agenda item, or organizations wishing to make a presentation to the BTPAC, at a meeting must contact the TPA Executive Director at least ten (10) days prior to the meeting.

- E. Voting Procedures - The Chair and any BTPAC Representative may call for a vote on any issue, provided that it is seconded and within the purposes set forth on the agenda. At any given meeting, if a BTPAC Representative(s) is absent, the BTPAC Alternate(s), may vote in place of the absent Representative(s).

Voting shall be by voice but the minutes shall contain sufficient detail to record the vote of each BTPAC Representative/Alternate. A Roll Call vote shall be held upon the request of the

Chair, a BTPAC Representative, or the TPA Executive Director. A tie vote shall be interpreted as a failure to approve the motion made.

Any BTPAC Representative who voted on the prevailing side may make a motion for reconsideration at the meeting during which the vote was taken or at the next regularly scheduled meeting, unless the action for which the vote was taken has been executed by the next regularly scheduled meeting and cannot be undone. A BTPAC Representative desiring to request reconsideration of a matter shall advise the Executive Director no less than ten (10) days prior to the meeting. The TPA Executive Director shall endeavor to provide notice of the request to the BTPAC Members prior to the meeting. Any BTPAC Representative who was not in attendance at the meeting at which the vote was taken shall be deemed to be on the prevailing side, unless the absence was unexcused. A motion to reconsider cannot be renewed if it has been voted on and defeated, except by unanimous consent of those voting BTPAC Representatives present at the meeting. Proxy and absentee voting are not permitted.

BTPAC Representatives/Alternates may not abstain from voting, unless the Representative/Alternate has a voting conflict of interest as defined by Florida Statutes s. 112.3143, or unless the matter is quasi-judicial in nature and the abstention is to avoid prejudice or bias as provided in Florida Statutes s. 286.012.

If a BTPAC Representative/Alternate is going to abstain from voting, the member must declare the conflict at the beginning of the public meeting and not participate in the discussion of the item. The Representative/Alternate must then submit a completed Florida Commission on Ethics - Form 8B to the TPA secretary within 15 days after the abstention occurs.

- F. Public Comment Procedures - All BTPAC meetings shall be open to the public. Members of the public are permitted to speak on any topics not on the agenda during the General Public Comment period by providing a Speaker Card to the TPA Executive Director, or the Director's designee, prior to the commencement of, or during the meeting. Members of the public may speak on agenda items following presentation of the item to the BTPAC by providing a Speaker Card to the TPA Executive Director, or the Director's designee. Public comment shall be limited to three (3) minutes, unless the Chair or BTPAC Representatives authorize an extension of time for good cause shown.
- G. Florida's Open Meetings Law - Every BTPAC Representative/Alternate shall comply with the State's Open Meetings Law. This includes not discussing current agenda items or other matters that may foreseeably come before the BTPAC for action with other BTPAC Representatives outside of a noticed meeting.

## Section 6. Emergency Powers

### 6.1 Applicability

In the event that an emergency prevents the TPA from conducting a board or committee meeting consistent with these Operating Procedures, the following emergency powers are established.

## 6.2 Virtual Meetings

If the TPA Governing Board, or any of its committees, is permitted by law, executive order, or similar action to conduct a meeting with a quorum of the Governing Board or TPA committee established virtually, the TPA shall conduct these meetings utilizing Communications Media Technology.

Public notice of these meetings shall be provided consistent with the TPA's PPP and with state law, shall include instructions to access the public meeting via communications media technology and shall name locations, if any, where Communications Media Technology shall be available for use by the public.

The public meeting shall provide the opportunity for public comment, and all comments, evidence, testimony, or written submissions shall be afforded equal consideration. The notice of the public meeting shall include instructions regarding how members of the public may submit written documents, written comments, written questions before the meeting or verbal comments or questions to be presented during the public meeting.

## 6.3 Emergency Approvals

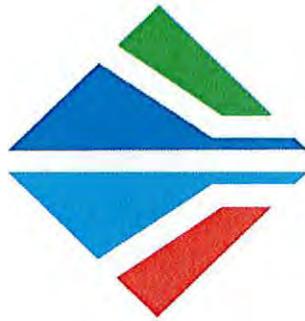
In the event that the TPA is not able to conduct a board meeting consistent with these Operating Procedures or using Communications Media Technology, and the TPA is required to take an immediate action approving or amending one of its essential documents (LRTP, Priority Project List, TIP, UPWP, *etc.*) or executing an implementing agreement or application for one of its essential documents, the TPA Chair (or Vice Chair in the absence of the Chair), upon consultation with the Executive Director and TPA General Counsel, is hereby authorized to approve or amend the essential document and/or execute the implementing agreement or application on behalf of the TPA.

The TPA Executive Director is authorized to submit any documents approved under this emergency authority to the Florida Department of Transportation, Federal Highway Administration, and/or Federal Transit Administration as necessary along with documentation of the TPA's inability to conduct a TPA Board meeting consistent with these Operating Procedures or using Communications Media Technology.

Any documents approved under this emergency authority shall be presented to the TPA Board at its next Board meeting for endorsement or modification, provided that the action taken using the emergency authority is able to be modified. The TPA will also provide opportunity for public review and comment at that time in a manner consistent with the PPP.

## Section 7. Amendments

These operating procedures may be amended at any meeting of the Governing Board by a majority vote of those Governing Board Representatives attending the meeting; provided, that the draft proposed amendment appears on the agenda and the draft proposal is included in the agenda package at least seven (7) days prior to the meeting. An amendment to a draft proposal taking place at a Governing Board meeting shall not require re-noticing of the proposal to amend these Operating Procedures.



## **PALM BEACH Transportation Planning Agency**

### **GOVERNING BOARD BY-LAWS**

A handwritten signature in black ink, appearing to read "Hal Valeche", is written over a horizontal line.

Hal Valeche, Chair  
Palm Beach Transportation Planning Agency

Approved: June 21, 2018

*Previous Revisions*  
*February 18, 2016*  
*May 19, 2016*

**1. PURPOSE**

The by-laws facilitate efficient conduct by the Palm Beach Transportation Planning Agency (TPA) Governing Board as it collaboratively plans, prioritizes and funds a safe, efficient, connected and multimodal transportation system for all of Palm Beach County.

**2. AUTHORITY**

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

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

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

**3. DEFINITIONS**

The following terms when used in these by-laws shall be defined as set forth below, unless the context of usage affirmatively dictates to the contrary:

- A. TPA** - The Palm Beach Transportation Planning Agency (TPA), which serves as the Metropolitan Planning Organization (MPO) for the Palm Beach County part of the Miami Urbanized Area Transportation Management Area (TMA).
- B. Interlocal Agreement** - The agreement, as amended from time to time, executed by the Governor and units of general purpose local government representing at least 75 percent of the affected population in the Palm Beach County urbanized area which formally designates the TPA, as it may be amended from time to time. The foregoing referenced Interlocal Agreement for Creation of the Metropolitan Planning Organization was recorded on October 26, 2015 in Official Records Book 27885, Page 1538, Public Records of Palm Beach County, Florida.
- C. TPA Governing Board** - The policy-making body for the TPA responsible for coordinating the cooperative decision-making process of the TPA's actions and taking required actions as the TPA.
- D. Governing Board Member** - A unit of General Purpose Local Government or an agency that operates or administers a major mode of transportation with voting membership on the TPA pursuant to the most current Interlocal Agreement (and any amendment thereto) creating the TPA.
- E. Representative** - An elected official appointed by a Governing Board Member to exercise its voting membership on the TPA Governing Board.

F. **Alternate** - An elected official appointed by a Governing Board Member to exercise its voting membership on the TPA Governing Board in the event the Representative is not in attendance.

G. **Robert's Rules of Order** - *Roberts Rules of Order, Newly Revised (10<sup>th</sup> Edition)*.

#### 4. **INTERPRETATIONS**

If any provision of these by-laws conflicts with the Interlocal Agreement that designates the TPA, the Interlocal Agreement shall control. Furthermore, all provisions contained in these bylaws shall be interpreted to be consistent with applicable state and federal law and the TPA's Public Participation Plan (PPP). In the event of a conflict, state or federal law and the PPP shall control.

#### 5. **MEMBERSHIP**

##### A. **Number of Governing Board Members**

The number of Governing Board Members for the TPA shall be as determined by the Interlocal Agreement, as amended.

##### B. **Representatives**

Each Governing Board Member shall designate a Representative and notify the TPA in writing of this designation. The number of Representatives to be designated by a governing Board Member, and the qualifications of Representatives shall be as specified in the Interlocal Agreement.

##### C. **Alternates**

Each Governing Board Member shall designate an Alternate(s) and notify the TPA in writing of this designation. The Alternate must meet the same qualifications as a Representative. An Alternate may serve as a Representative for the Governing Board Member during any meeting, or portion of a meeting, where that Governing Board Member's Representative is not in attendance.

##### D. **Term of Office**

Representatives and Alternates shall serve until the TPA has been notified in writing of a new designation by the Governing Board Member or until his/her earlier death, resignation, disqualification, incapacity to serve, or removal in accordance with the law. The Representatives on the TPA Governing Board shall serve 4-year terms. The membership of a Representative on the Governing Board who is a public official automatically terminates upon the Representative's leaving elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the Governing Board Member's governing board represented by the Representative. A vacancy shall be filled by the original appointing Governing Board Member. A Representative may be reappointed for one or more additional 4-year terms.

#### 6. **OFFICERS**

##### A. **Officers Defined**

The officers of the TPA shall consist of a Chair and a Vice Chair.

## **B. Elections**

The officers shall be elected annually at the last regularly scheduled meeting of the calendar year, or as soon thereafter as may be convenient to the Governing Board. The newly elected officers shall take office at the first regularly scheduled meeting of the following calendar year after their election occurs. Additional elections may be held as necessary if an officer cannot carry out his/her duties and complete the remainder of the appointed term.

## **C. Officer Criteria**

The Chair must have served on the TPA Governing Board as a Representative for a minimum of 365 days prior to taking office. All officers must have completed the MPOAC Institute training program for elected officials, attended a national Association of MPOs (AMPO) Conference, or received similar training. The training criteria can be waived by majority vote of the TPA Governing Board Representatives voting at a Governing Board meeting.

## **D. Terms of Office**

The term of office for officers shall be one (1) calendar year, or until their successor is elected, whichever event shall occur later in time.

## **E. Duties of Officers**

The Chair shall call and preside at TPA Governing Board meetings, set the order of business for each meeting and sign official documents for the TPA. In the Chair's absence, the Vice Chair shall preside and complete all other duties of the Chair. In the absence of both the Chair and the Vice Chair, the Representatives in attendance shall elect a Chair Pro-Tem to preside and complete all other duties of the Chair.

In the event that the Chair is unable to carry out the Chair's duties for the remainder of the term, the Vice Chair shall automatically become the Chair, and a new Vice Chair shall be elected for the remainder of the term.

## **F. Agency clerk**

The TPA Executive Director shall act as the Agency Clerk pursuant to Section 339.175(2)(e), F.S.

# **7. MEETINGS**

## **A. Regular Meetings**

Meetings will be held on the third Thursday of each month, except as noted on the meeting calendar published to the public on the TPA website. The Chair may cancel regular meetings should there be insufficient business on the TPA's tentative agenda or an anticipated lack of a quorum.

## **B. Special Meetings**

Special meetings may be called by the Chair with three (3) days of notice prior to the meeting. Whenever possible, at least seven (7) days of notice shall be given prior to the meeting.

Workshops may be called from time to time and shall not require a quorum; however, all workshops shall be noticed in the same manner as regular meetings of the TPA Governing Board. No official actions may be taken at a workshop.

**C. Quorum**

A quorum of the TPA Governing Board shall be constituted by the presence of a majority of Representatives, or Alternates in the absence of their Representative, of the TPA Governing Board Members. Only designated Representatives or Alternates physically present shall count toward establishing a quorum.

**D. Attendance**

Each Representative shall be expected to attend each regular meeting. It shall be the obligation of the Representative to provide at least 24-hours advance notice to the TPA when the Representative will not be attending a meeting. It shall be the obligation of a Representative to provide reasonable notice to the Alternate when the Representative will not be attending a meeting. An absence without advance notice or without having an Alternate in attendance will be considered unexcused.

When a Representative or alternate for a Governing Board Member does not attend three (3) consecutive regular meetings, the TPA Executive Director will send a letter to the chief elected officer of the Governing Board Member indicating the number of absences and requesting reaffirmation or reappointment of the Governing Board Member's Representative.

**E. Agenda**

The agenda is a published list of items for consideration (action items) or discussion (information items) at a meeting. The agenda and any backup material for a TPA Governing Board meeting shall be published to the public on the TPA website seven (7) days prior to the meeting or as early as practicable. Only when special extenuating circumstances warrant, a Representative, Alternate, or the TPA Executive Director may propose an additional item(s) for the agenda prior to adoption of the agenda for a given meeting, subject to approval by a majority of the Representatives/Alternates at the meeting; provided that consideration of such item(s) is consistent with the TPA's PPP noticing requirements.

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

**F. Voting Procedures**

The Chair and any Representative may call for a vote on any issue, provided that it is seconded and within the purposes set forth on the agenda. At any given meeting, if a Representative(s) is absent, the Alternate(s), may vote in place of the absent Representative(s).

Voting shall be by voice but the minutes shall contain sufficient detail to record the vote of each Representative/Alternate. A Roll Call vote shall be held upon the request of the Chair, a Representative, or the TPA Executive Director. Pursuant to Section 339.175(13) F.S. a recorded hand-counted vote shall be taken for the Long Range Transportation Plan (LRTP), the Transportation Improvement Program (TIP), and any corresponding amendments. A tie vote shall be interpreted as a failure to approve the motion made.

Any Representative who voted on the prevailing side may make a motion for reconsideration at the meeting during which the vote was taken or at the next regularly scheduled meeting, unless the action for which the vote was taken has been executed by the next regularly scheduled meeting and cannot be undone. A Representative desiring to request reconsideration of a matter shall advise the Executive Director no less than ten (10) days prior to the meeting. The Executive Director shall endeavor to provide notice of the request to the TPA Governing Board Members prior to the meeting. Any Representative who was not in attendance at the meeting at which the vote was taken shall be deemed to be on the prevailing side, unless the absence was unexcused. A motion to reconsider cannot be renewed if it has been voted on and defeated, except by unanimous consent of those present at the meeting.

Board Representatives/Alternates may not abstain from voting, unless the Representative/Alternate has a voting conflict of interest as defined by Florida Statutes s. 112.3143, or unless the matter is quasi-judicial in nature and the abstention is to avoid prejudice or bias as provided in Florida Statutes 286.012.

If a Representative/Alternate is going to abstain from voting, the member must declare the conflict at the beginning of the public meeting and not participate in the discussion of the item. The Representative/Alternate must then submit a completed Florida Commission on Ethics - Form 8B to the TPA Agency Clerk within 15 days after the abstention occurs.

In the absence of any direction from these by-laws or other duly adopted voting procedures pursuant to certain approval actions, Robert's Rules of Order will designate procedures governing voting over any TPA Governing Board, advisory committee, subcommittee or ad hoc committee meeting. In the interest of efficiency or flexibility, a majority consensus of the TPA Governing Board may approve departures from Robert's Rules of Order.

Proxy and absentee voting are not permitted.

#### **G. Public Comment Procedures**

All TPA Governing Board meetings shall be open to the public. Members of the public are permitted to speak on any topics not on the Agenda during the General Public Comment period by providing a Speaker Card to the Executive Director, or the Executive Director's, designee prior to the commencement of the meeting. Members of the public are allowed to speak on agenda items following presentation of the item to the TPA Governing Board, but prior to Representative discussion, by providing a Speaker Card to the Executive Director, or the Executive Director's designee, prior to the presentation of the item. Public comment shall be limited to three (3) minutes, unless the Chair authorizes an extension of time. The deadlines for submitting a Speaker Card and time limits for public comment may be waived by the Chair.

#### **H. Florida's Open Meetings Law**

Every Representative/Alternate shall comply with the State's Open Meetings Law. This includes not discussing current board items or other matters that may foreseeably come before the TPA Governing Board for action with other members outside of a noticed meeting.

## 8. TPA BOARD COMMITTEES

As necessary, the TPA Governing Board may establish a committee of Representatives and/or Alternates to investigate and report on specific subject areas of interest to the TPA Governing Board.

A TPA Board Committee shall consist of at least three (3) Representatives and/or Alternates. A majority of the committee members must be physically present for the committee to take formal action. The committee shall meet and establish a chair and vice chair. The chair or vice chair shall report to the TPA Governing Board at its next regular meeting on the committee's activities.

A TPA Board Committee's authority shall be limited to making recommendations regarding items to be considered by the TPA Governing Board.

## 9. ADVISORY COMMITTEES AND AD HOC COMMITTEES

The TPA Governing Board relies on the standing advisory committees as outlined below to review and make recommendations regarding items to be considered by the TPA Governing Board. No advisory committee member may serve on more than one advisory committee to the TPA Governing Board at any time; however, advisory committee members may serve on more than one *ad hoc* committee in addition to serving on an advisory committee.

### A. Technical Advisory Committee (TAC)

The TAC is made up of representatives of local governments, aviation departments, seaport departments, public transit departments/agencies, the School District of Palm Beach County, and other entities as deemed appropriate by the TPA Board and as required by Section 339.175(6)(d), F.S. Membership and conduct are established by separate by-laws adopted by the TPA Governing Board.

### B. Citizen's Advisory Committee (CAC)

The CAC is responsible for providing the TPA Governing Board with a "citizen's eye" view of ongoing transportation issues in Palm Beach County. Members are appointed by the TPA Governing Board according to required special designations in accordance with Section 339.175(6)(e.)1., F.S. and other categories as identified by the TPA Governing Board. Membership and conduct are established by separate by-laws adopted by the TPA Governing Board.

### C. Bicycle, Trailways, Pedestrian Advisory Committee (BTPAC)

The BTPAC is comprised of county and municipal planners; school district; health department; law enforcement; and bicycle advocacy groups selected from a variety of disciplines in order to address the comprehensive effort in implementing bicycle, trailway and pedestrian programs and initiatives. Membership and conduct are established by separate by-laws adopted by the TPA Governing Board.

From time to time, an advisory committee, or the Executive Director, may form an *ad hoc* committee for the purpose of investigating specific subject areas of interest. *Ad hoc* committees shall report to the advisory committee(s) on their activities at the next available meeting.

**10. LOCAL COORDINATING BOARD (LCB)**

The TPA Governing Board is the Designated Official Planning Agency (DOPA) for the Palm Beach County Transportation Disadvantaged (CTD) program, as designated by the Florida Commission for the Transportation Disadvantaged. In accordance with Section 427.0157, F.S., all members of the LCB shall be appointed by the DOPA. Membership consistent with Rule 41-2.012, Florida Administrative Code, and conduct are established by separate by-laws approved by the TPA Governing Board.

The LCB is an advisory body to the CTD and identifies local service needs and provides information, advice and direction to the Palm Beach County Community Transportation Coordinator (CTC) on the coordination of services to be provided to the transportation disadvantaged through the Florida Coordinated Transportation System.



**PALM BEACH**  
**Transportation**  
**Planning Agency**

TECHNICAL ADVISORY COMMITTEE (TAC)  
BY-LAWS

Approved by the TPA  
June 21, 2018

## 1. PURPOSE

Pursuant to Florida Statutes s. 339.175(6)(d), the Palm Beach Transportation Planning Agency (TPA) Governing Board has created the Technical Advisory Committee (TAC) to review and make recommendations regarding items to be considered by the TPA Governing Board. These by-laws facilitate efficient conduct by the TAC as it serves in its advisory capacity to the TPA Governing Board. In the event of a conflict between these by-laws and the TPA Governing Board's By-laws, the TPA Governing Board's By-laws shall control. In the event of a conflict between these by-laws and the foregoing referenced Florida Statutes, the statutes shall control.

The TAC responsibilities to the TPA Governing Board are to provide technical review, comments and recommendations on specific transportation plans, programs, studies, and other appropriate documents and regional transportation issues. The TAC shall address other matters and concerns when directed by the TPA Governing Board. It shall be the function of the TAC to:

- Assist the TPA Governing Board in formulation of their goals and objectives.
- Provide technical review of the preliminary findings and make recommendations to the TPA Governing Board regarding:
  - Mobility studies and reports proposed or underway;
  - Proposed Transportation Improvement Program (TIP), Unified Planning Work Program, Long Range Transportation Plan (LRTP), and Air Quality Planning and amendments;
  - Position statements regarding general plan proposals and means to implement plans;
  - Priority recommendations for program implementation based upon the needs as determined by technical studies, or upon the fiscal feasibility of projects;
  - Provide recommendations regarding any regional transportation projects that involve Miami-Dade, Broward and Palm Beach counties. These recommendations and findings shall be transmitted to the TPA Governing Board for consideration through the TPA Executive Director;
  - Safe access to schools, including coordination of actions with local school boards and other local programs and organizations within the metropolitan area which participate in school safety activities, such as locally established community traffic safety teams.

## 2. DEFINITIONS

The following terms when used in these by-laws shall be defined as set forth below, unless the context of usage affirmatively dictates to the contrary:

- A. TPA - The Palm Beach Transportation Planning Agency (TPA), which serves as the Metropolitan Planning Organization (MPO) for the Palm Beach County part of the Miami Urbanized Area Transportation Management Area (TMA).
- B. TPA Governing Board - The policy-making body for the TPA responsible for coordinating the cooperative decision-making process of the TPA's actions and taking required actions as the TPA.

- C. Governing Board Member - A unit of General Purpose Local Government or an agency that operates or administers a major mode of transportation with voting membership on the TPA pursuant to the most current Interlocal Agreement (and any amendment thereto) creating the TPA.
- D. TAC Member - A local government, aviation department, seaport department, public transit department/agency, the School District of Palm Beach County and other entities as deemed appropriate by the TPA Governing Board
- E. TAC Representative - An individual nominated by the TAC Member and appointed by the TPA Governing Board to represent the TAC Member at TAC meetings. If a TAC Member has a TAC Representative and TAC Alternate, these terms are used interchangeably.
- F. TAC Alternate - An individual nominated by the TAC Member and appointed by the TPA Governing Board to represent the TAC Member at TAC meetings in the event the TAC Representative is not in attendance.
- G. Quorum - A quorum of the TAC shall be constituted by the presence of a majority of TAC Representatives, or TAC Alternates in the absence of the TAC Representative, of the TAC Members. Only designated TAC Representatives, or TAC Alternates physically present at the TAC meeting site shall count toward establishing a quorum.
- H. Robert's Rules of Order - ***Roberts Rules of Order, Newly Revised (10<sup>th</sup> Edition)***.

### 3. MEMBERSHIP

#### A. Number of TAC Members

The number of TAC Members for the TPA shall be as determined, from time to time, by the TPA Governing Board. An agency seeking membership on the TAC shall submit a written request to the TPA for consideration and approval by the TPA Governing Board. The TPA Governing Board has final approval of membership in accordance with F.S. 339.175, Section (6)(d). If the Florida Department of Transportation (FDOT) seeks membership on the TAC their Representative and Alternate would serve as a non-voting, adviser, and who is not a member of the TAC.

#### B. TAC Representatives

Each TAC Member shall nominate a TAC Representative with a description of the individual's credentials and submit the nomination in writing to the TPA for consideration and approval by the TPA Governing Board. No advisory committee Representative may serve on more than one advisory committee to the TPA Governing Board at any time. The membership of the technical advisory committee must include, whenever possible, planners; engineers; representatives of local aviation authorities, port authorities, and public transit authorities or representatives of aviation departments, seaport departments, and public transit departments of municipal or county governments, as applicable; the school superintendent of each county within the jurisdiction of the M.P.O. or the superintendent's designee; and other appropriate representatives of affected local governments.

C. TAC Alternates

Each TAC Member may nominate a TAC Alternate(s) with a description of the individual's credentials and submit the nomination in writing to the TPA for consideration and approval by the TPA Governing Board. The Alternate must meet the same qualifications as a TAC Representative. A TAC Alternate may serve as a TAC Representative for the TAC Member during any meeting, or portion of a meeting, where that TAC Representative is not in attendance. No advisory committee Alternate may serve on more than one advisory committee to the TPA Governing Board at any time.

D. Term Limits for TAC Representatives and Alternates

TAC Representatives and Alternates shall serve at the pleasure of the TPA Governing Board for a three (3) year term. TAC Representatives and TAC Alternates may be reappointed by the TPA Governing Board and are not required to submit an updated letter of request or credentials.

4. OFFICERS

A. Officers Defined

The officers of the TAC shall consist of a Chair and a Vice Chair.

B. Elections

The officers shall be elected annually at the last regularly scheduled meeting of the calendar year, or as soon thereafter as may be convenient to the TAC. The newly elected officers shall take office at the first regularly scheduled meeting of the following calendar year after their election occurs. Additional elections may be held as necessary if an officer cannot carry out his/her duties and complete the remainder of the appointed term.

C. Terms of Office

The term of office for officers shall be one (1) calendar year, or until their successor is elected, whichever event occurs later in time.

D. Duties of Officers

The Chair shall call and preside at TAC meetings and sign official documents for the TAC. In the Chair's absence, the Vice Chair shall preside and complete all other duties of the Chair. In the absence of both the Chair and the Vice Chair, the TAC Representatives in attendance shall elect a Chair Pro-Tem to preside and complete all other duties of the Chair in the absence of the Chair and Vice Chair.

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

5. MEETINGS

A. Regular Meetings

Meetings will be held on the first Wednesday of each month, except as noted on the meeting calendar published to the public on the TPA website. A quorum is required to vote on issues for recommendation to the TPA Board. If a quorum cannot be

established, action items on the agenda will receive a consensus which will be forwarded to the TPA Board. The TPA Executive Director may cancel regular meetings should there be insufficient business on the TAC agenda or an anticipated lack of quorum.

B. Special Meetings

Special meetings may be called by the Chair with three (3) days of notice given prior to the meeting. Whenever possible, at least seven (7) days of notice shall be given prior to the meeting.

C. Attendance

Each TAC Representative shall be expected to attend each regular meeting. It shall be the obligation of a TAC Representative to provide reasonable notice to the TAC Alternate when the TAC Representative will not be attending a meeting, and to provide at least 24-hours advance notice to the TPA when neither a TAC Representative nor TAC Alternate will be attending a meeting. An absence without advance notice and without having a TAC Alternate in attendance will be considered unexcused.

TAC Representatives shall be automatically removed for lack of attendance. Lack of attendance is defined as unexcused absence at three (3) consecutive meetings. Further, TAC Members that do not have a TAC Representative or TAC Alternate for three (3) consecutive meetings will be presented to the TPA Board for consideration and removal from the committee.

D. Agenda

The agenda is a published list of items for consideration (action items) or discussion (information items) at a meeting. The agenda and any backup material for a TAC meeting shall be published for the public on the TPA website at least seven (7) days prior to the meeting, or as early as practicable. When good cause is shown in the judgment of the TAC, at the request of a TAC Representative, TAC Alternate, or the TPA Executive Director, an additional item(s) may be added to the agenda prior to adoption of the agenda for a given meeting. Addition of an item to the agenda is subject to approval by a majority of the TAC Representatives/Alternates voting at the meeting; provided that consideration of such item(s) is consistent with the TPA's Public Participation Plan noticing requirements.

TAC Representatives wishing to add an agenda item or organizations wishing to make a presentation to the TAC at a meeting, must contact the TPA Executive Director at least ten (10) days prior to the meeting.

E. Voting Procedures

The Chair and any TAC Representative may call for a vote on any issue, provided that it is seconded and within the purposes set forth on the agenda. At any given meeting, if a TAC Representative(s) is absent, the TAC Alternate(s), may vote in place of the absent Representative(s).

Voting shall be by voice but the minutes shall contain sufficient detail to record the vote of each TAC Representative/Alternate. A Roll Call vote shall be held upon the request of the Chair, a TAC Representative, or the TPA Executive Director. A tie vote shall be interpreted as a failure to approve the motion made.

Any TAC Representative who voted on the prevailing side may make a motion for reconsideration at the meeting during which the vote was taken or at the next regularly scheduled meeting, unless the action for which the vote was taken has been executed by the next regularly scheduled meeting and cannot be undone. A TAC Representative desiring to request reconsideration of a matter shall advise the Executive Director no less than ten (10) days prior to the meeting. The TPA Executive Director shall endeavor to provide notice of the request to the TAC Members prior to the meeting. Any TAC Representative who was not in attendance at the meeting at which the vote was taken shall be deemed to be on the prevailing side, unless the absence was unexcused. A motion to reconsider cannot be renewed if it has been voted on and defeated, except by unanimous consent of those voting TAC Representatives present at the meeting. Proxy and absentee voting are not permitted.

TAC Representatives/Alternates may not abstain from voting, unless the Representative/Alternate has a voting conflict of interest as defined by Florida Statutes s. 112.3143, or unless the matter is quasi-judicial in nature and the abstention is to avoid prejudice or bias as provided in Florida Statutes s. 286.012.

If a TAC Representative/Alternate is going to abstain from voting, the member must declare the conflict at the beginning of the public meeting and not participate in the discussion of the item. The Representative/Alternate must then submit a completed Florida Commission on Ethics - Form 8B to the TPA secretary within 15 days after the abstention occurs.

In the absence of any direction from these by-laws or other duly adopted voting procedures pursuant to certain approval actions, the TPA Governing Board's By-laws will control.

#### F. Public Comment Procedures

All TAC meetings shall be open to the public. Members of the public are permitted to speak on any topics not on the agenda during the General Public Comment period by providing a Speaker Card to the TPA Executive Director, or the Executive Director's designee, prior to the commencement of, or during, the meeting. Members of the public may speak on agenda items following presentation of the item to the TAC by providing a Speaker Card to the TPA Executive Director, or the Director's designee. Public comment shall be limited to three (3) minutes, unless the Chair or the TAC Representatives authorize an extension of time.

#### G. Florida's Open Meetings Law

Every TAC Representative/Alternate shall comply with the State's Open Meetings Law. This includes not discussing current agenda items or other matters that may foreseeably come before the TAC for action with other TAC Representatives outside of a noticed meeting.



## CITIZENS ADVISORY COMMITTEE (CAC) BY-LAWS

Approved by the TPA  
September 19, 2019

## 1. PURPOSE

Pursuant to Section 339.175(6)(e) Florida Statutes, the Palm Beach Transportation Planning Agency (TPA) Governing Board has created the Citizens Advisory Committee (CAC) to review and make recommendations regarding items to be considered by the TPA Governing Board. These by-laws facilitate efficient conduct by the CAC as it serves in its advisory capacity to the TPA Governing Board. In the event of a conflict between these by-laws and the TPA Governing **Board's by-laws, the TPA Governing Board's by-laws** shall control. In the event of a conflict between these by-laws and the foregoing referenced Florida Statutes, the statutes shall control.

The CAC responsibilities to the TPA Governing Board are to provide comments and recommendations with respect to the concerns of the various segments of the community regarding their transportation needs. It shall be the function of the CAC to:

Assist the TPA Governing Board in formulation of their goals and objectives.

**Provide citizens' review of the preliminary findings and make recommendations to the TPA** regarding:

- Public participation programs
- Proposed Transportation Improvement Program (TIP), Unified Planning Work Program, Long Range Transportation Plan (LRTP) and Air Quality Planning and amendments
- Position statements regarding general plan proposals and means to implement plans
- The effect of transportation plans, as proposed, upon the various segments of the population
- **Review the TPA's Public Participation Plan (PPP)**
- Regional transportation projects that involve Miami-Dade, Broward and Palm Beach counties.

These recommendations and findings shall be transmitted to the TPA Governing Board for consideration through the TPA Executive Director.

## 2. DEFINITIONS

The following terms when used in these by-laws shall be defined as set forth below, unless the context of usage affirmatively dictates to the contrary:

- A. TPA - The Palm Beach TPA, which serves as the Metropolitan Planning Organization (MPO) for part of the Miami Urbanized Area Transportation Management Area (TMA).
- B. TPA Governing Board - The policy-making body for the TPA responsible for coordinating the cooperative decision-making process of the **TPA's actions and taking required actions as the TPA.**
- C. Governing Board Member - A unit of General Purpose Local Government or an agency that operates or administers a major mode of transportation with voting membership on the TPA pursuant to the most current Interlocal Agreement (and any amendment thereto) creating the TPA.

- D. CAC Member - An individual nominated by a TPA Governing Board Member and appointed by the TPA Governing Board to represent the citizenry of Palm Beach County at CAC meetings.
- E. Quorum - A quorum of the CAC shall be constituted by the physical presence of a majority of the CAC Members at the site of the CAC meeting.
- F. **Robert's Rules of Order** - *Roberts Rules of Order, Newly Revised (10th Edition)*

3. MEMBERSHIP

A. Number of CAC Members

The CAC is comprised of up to twenty-one (21), and no less than eleven (11) CAC Members, **representing a diverse segment of Palm Beach County's** citizenry.

B. CAC Members

Each TPA Governing Board Member may nominate one CAC Member via submittal of a written **request to the TPA along with a concise summary of the nominee's credentials for consideration** and approval by the TPA Governing Board. When nominating CAC Members, TPA Governing Board members shall ensure adequate representation for minorities, the elderly and the handicapped in accordance with Section 339.175 (6)(e)(1) Florida Statutes. Additionally, TPA Governing Board member nominations shall promote representation for environmental issues, business interests, the construction and development industry, the freight and goods movements industry, and private transportation providers as well as the general public. All CAC Members shall be residents and electors of Palm Beach County. A CAC Member cannot be an elected official or directly employed by an elected official. No advisory committee member may serve on more than one advisory committee to the TPA Governing Board at any time.

The TPA Governing Board shall have the authority to grant waivers to the CAC membership and governance requirements.

C. Term Limits for CAC Members

CAC Members shall serve at the pleasure of the TPA Governing Board for a three (3) year term. CAC Members may be reappointed by the TPA Governing Board.

4. OFFICERS

A. Officers Defined

The officers of the CAC shall consist of a Chair and a Vice Chair.

B. Elections

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

C. Terms of Office

The term of office for officers shall be one (1) calendar year.

#### D. Duties of Officers

The Chair shall call and preside at CAC meetings and sign official documents for the CAC. In the **Chair's absence, the Vice** Chair shall preside and complete all other duties of the Chair. In the absence of both the Chair and the Vice Chair, the Members present shall elect a Chair Pro Tem to preside and complete all other duties of the Chair.

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

### 5. MEETINGS

#### A. Regular Meetings

Meetings will be held on the first Wednesday of each month, except as noted on the meeting calendar published to the public on the TPA website. A quorum is required to vote on issues for recommendation to the TPA Governing Board. If a quorum cannot be established, action items on the agenda will receive a consensus, which will be forwarded to the TPA Governing Board. The TPA Executive Director may cancel regular meetings should there be insufficient business on the CAC agenda or a lack of anticipated quorum.

#### B. Special Meetings

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

#### C. Attendance

Each CAC Member shall be expected to attend each regular meeting. It shall be the obligation of the CAC Member to provide at least 24-hours advance notice to the TPA when the Member will not be attending a meeting. An absence without advance notice will be considered unexcused.

CAC Members are expected to attend scheduled meetings on a regular basis. CAC Members shall be automatically removed for lack of attendance. Lack of attendance is defined as unexcused absence at three (3) consecutive meetings.

Additionally, when a CAC Member has two (2) consecutive unexcused absences or four (4) absences out of the last six meetings (whether excused or unexcused), the TPA Executive Director will send a letter to the CAC Member with a copy to the nominating TPA Board Member indicating the number of absences. The letter will request both reaffirmation of the CAC **Member's intent to serve and the desire of the TPA Board Member to retain the CAC Member as** the appointee.

#### D. Agenda

The agenda is a published list of items for consideration (action items) or discussion (information items) at a meeting. The agenda and any backup material for a CAC meeting shall be published for the public on the TPA website at least seven (7) days prior to the meeting, or as early as practicable. When good cause is shown in the judgment of the CAC a CAC Member, or the TPA Executive Director, may propose an additional item(s) be added to the agenda prior to adoption of the agenda for a given meeting. Addition of an item to the agenda is, subject to approval by

a majority of the Members voting at the meeting; provided that consideration of such item(s) is **consistent with the TPA's Public** Participation Plan noticing requirements.

CAC Members wishing to add an agenda item or organizations wishing to make a presentation to the CAC must contact the TPA Executive Director at least ten (10) days prior to the meeting.

#### E. Voting Procedures

The Chair and any CAC Member may call for a vote on any issue, provided that it is seconded and within the purposes set forth on the agenda. Voting shall be by voice but the minutes shall contain sufficient detail to record the vote of each Member. A Roll Call vote shall be held upon the request of the Chair, a CAC Member, or the TPA Executive Director. A tie vote shall be interpreted as a failure to pass.

Any CAC Member who voted on the prevailing side may make a motion for reconsideration at the meeting during which the vote was taken or at the next regularly scheduled meeting unless the action for which the vote was taken has been completed by the next regularly scheduled meeting and cannot be undone. A CAC Member desiring to request reconsideration of a matter shall advise the Executive Director no less than ten (10) days prior to the meeting. The TPA Executive Director shall endeavor to provide notice of the request to the CAC Members prior to the meeting. Any CAC Member who was not present at the meeting at which the vote was taken shall be deemed to be on the prevailing side unless the absence was unexcused. A motion to reconsider cannot be renewed if it has been voted on and defeated except by unanimous consent of those voting Members present at the meeting. Proxy and absentee voting are not permitted.

CAC Members may not abstain from voting, unless the Member has a voting conflict of interest as defined by Section 112.3143 Florida Statutes, or unless the matter is quasi-judicial in nature and the abstention is to avoid prejudice or bias as provided in Section 286.012 Florida Statutes.

If a CAC Member is going to abstain from voting, the member must declare the conflict at the beginning of the public meeting and not participate in the discussion of the item. The member must then submit a completed Florida Commission on Ethics - Form 8B to the TPA secretary within fifteen (15) days after the abstention occurs.

In the absence of any direction from these by-laws or other duly adopted voting procedures **pursuant to certain approval actions, the TPA Governing Board's** by-laws will control.

#### F. Public Comment Procedures

All CAC meetings shall be open to the public. Members of the public are permitted to speak on any topics not on the agenda during the General Public Comment period by providing a Speaker Card to the CAC Liaison, or the **Liaison's** designee, prior to the commencement of or during the meeting. Members of the public may speak on agenda items following presentation of the item to the CAC by providing a Speaker Card to the CAC Liaison, or the **Liaison's** designee. Public comment shall be limited to three (3) minutes.

#### G. **Florida's Open Meetings** Law

Every CAC Member **shall comply with the State's Open Meetings Law.** This includes not discussing current agenda items or other matters that may foreseeably come before the CAC for action with other CAC Members outside of a noticed meeting.



**PALM BEACH**  
**Transportation**  
**Planning Agency**

BICYCLE TRAILWAYS PEDESTRIAN ADVISORY  
COMMITTEE (BTPAC)  
BY-LAWS

Approved by the TPA  
September 20, 2018

## 1. PURPOSE

The Palm Beach Transportation Planning Agency (TPA) Governing Board has created the Bicycle Trailways Pedestrian Advisory Committee (BTPAC) to review and make recommendations regarding items to be considered by the TPA Governing Board. These by-laws facilitate efficient conduct by the BTPAC as it serves in its advisory capacity to the TPA Governing Board. In the event of a conflict between these by-laws and the TPA **Governing Board's** by-laws, the TPA **Governing Board's** by-laws shall control.

The BTPAC serves in an advisory capacity to the TPA Governing Board to provide technical review, comments and recommendations on specific transportation plans, programs, studies, and other appropriate documents and regional transportation issues. This committee is concerned with non-motorized means of travel such as walking and bicycling, as well as greenways and blueways travel facilities, and their interface with other modes of transportation. The BTPAC shall address other matters and concerns when directed by the TPA. It shall be the function of the BTPAC to:

- Assist the TPA in formulation of its goals and objectives, including outreach and educational efforts.
- Provide technical review of the preliminary findings and make recommendations to the TPA regarding:
  - Mobility studies and reports proposed or underway
  - Review, evaluate, and rank applications submitted for funding through the annual Transportation Alternatives Program, and any other competitive funding programs aimed at non-motorized transportation projects that may arise for BTPAC evaluation.
  - Proposed Transportation Improvement Program (TIP), Unified Planning Work Program, Long Range Transportation Plan (LRTP) and Air Quality Planning and amendments
  - Position statements regarding general plan proposals and means to implement plans
  - Priority recommendations for program implementation based upon the needs as determined by technical studies, or upon the fiscal feasibility of projects

## 2. DEFINITIONS

The following terms when used in these by-laws shall be defined as set forth below, unless the context of usage affirmatively dictates the contrary:

- A. TPA - The Palm Beach Transportation Planning Agency (TPA), which serves as the Metropolitan Planning Organization (MPO) for the Palm Beach County part of the Miami Urbanized Area Transportation Management Area (TMA).
- B. TPA Governing Board - The policy-making body for the TPA responsible for coordinating the cooperative decision-making process of the TPA's actions and taking required actions as the TPA.
- C. Governing Board Member - A unit of General Purpose Local Government or an agency that operates or administers a major mode of transportation with voting membership on the TPA pursuant to the most current Interlocal Agreement (and any amendment thereto) creating the TPA.

- D. BTPAC Member - A local government, health department, law enforcement agency, the School District of Palm Beach County, bicycle advocacy groups and other entities as deemed appropriate by the TPA Governing Board.
- E. BTPAC Representative - An individual nominated by the BTPAC Member and appointed by the TPA Governing Board to represent the BTPAC Member at BTPAC meetings. If a BTPAC Member has a Representative and Alternate, these terms are used interchangeably.
- F. BTPAC Alternate - An individual nominated by the BTPAC Member and appointed by the TPA Governing Board to represent the BTPAC Member at BTPAC meetings in the event the BTPAC Representative is not in attendance.
- G. Quorum - A quorum of the BTPAC shall be constituted by the presence of a majority of Representatives or Alternates of the BTPAC Members. Only designated BTPAC Representatives, or BTPAC Alternates in the absence of the TAC Representative, physically present at the site of the BTPAC meeting shall count toward establishing a quorum.
- H. **Robert's Rules of Order** - *Roberts Rules of Order, Newly Revised (10<sup>th</sup> Edition)*

3. MEMBERSHIP

A. Number of BTPAC Members

The number of BTPAC Members for the TPA shall be as determined, from time to time, by the TPA Governing Board. An agency seeking membership on the BTPAC shall submit a written request to the TPA for consideration and approval by the TPA Governing Board. The TPA Governing Board has final approval of membership. If the Florida Department of Transportation (FDOT) seeks membership on the BTPAC their Representative and Alternate would serve as a non-voting, adviser and is not a member of the Committee.

B. BTPAC Representatives

Each BTPAC Member shall nominate a BTPAC Representative with a description of **the individual's credentials and submit the nomination in writing to the** TPA for consideration and approval by the TPA Governing Board. No advisory committee Representative may serve on more than one advisory committee to the TPA Governing Board at any time.

C. BTPAC Alternates

Each BTPAC Member may nominate a BTPAC Alternate(s) with a description of the **individual's credentials and submit** the nomination in writing to the TPA for consideration and approval by the TPA Governing Board. The BTPAC Alternate must meet the same qualifications as a BTPAC Representative. A BTPAC Alternate may serve as a BTPAC Representative for the BTPAC Member during any meeting, or portion of a meeting, where that BTPAC **Member's Representative is not in** attendance. No advisory committee Alternate may serve on more than one advisory committee to the TPA Governing Board at any time.

D. Term Limits for BTPAC Representatives and Alternates

BTPAC Representatives and BTPAC Alternates shall serve at the pleasure of the TPA Governing Board for a three (3) year term. BTPAC Representatives and Alternates may be reappointed by the TPA Governing Board and are not required to submit an updated letter of request or credentials.

4. OFFICERS

A. Officers Defined

The officers of the BTPAC shall consist of a Chair and a Vice-Chair.

B. Elections

The officers shall be elected annually at the last regularly scheduled meeting of the calendar year, or as soon thereafter as may be convenient to the Committee, whichever event shall occur later in time, and the officers shall continue to hold office until their successors have been elected. The newly elected officers shall take office upon election and at the first regularly scheduled meeting of the following calendar year. Additional elections may be held as necessary if an officer cannot carry out his/her duties and complete the remainder of the appointed term.

C. Terms of Office

The term of office for officers shall be one (1) calendar year.

D. Duties of Officers

The Chair shall call and preside at BTPAC meetings and sign official documents for **the BTPAC. In the Chair's absence, the Vice** Chair shall preside and complete all other duties of the Chair. In the absence of both the Chair and the Vice Chair, the BTPAC Representatives in attendance shall elect a Chair Pro-Tem to preside and complete all other duties of the Chair in the absence of the Chair and the Vice-Chair.

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

5. MEETINGS

A. Regular Meetings

Meetings will be held on the first Thursday of each month, except as noted on the meeting calendar published to the public on the TPA website. A quorum is required to vote on issues for recommendation to the TPA Board. If a quorum cannot be established, action items on the agenda will receive a consensus which will be forwarded to the TPA Board. The TPA Executive Director may cancel regular meetings should there be insufficient business on the BTPAC agenda or an anticipated lack of quorum.

B. Special Meetings

Special meetings may be called by the Chair with three (3) days of notice prior to the date of the meeting. Whenever possible, at least seven (7) days of notice prior to the date of the meeting shall be given.

### C. Attendance

Each BTPAC Representative shall be expected to attend each regular meeting. It shall be the obligation of a BTPAC Representative to provide reasonable notice to the BTPAC Alternate when the BTPAC Representative will not be attending a meeting, and to provide at least 24-hours advance notice to the TPA when neither a Representative nor Alternate will be attending a meeting. An absence without advance notice and without having an Alternate in attendance will be considered unexcused.

BTPAC Representatives shall be automatically removed for lack of attendance. Lack of attendance is defined as unexcused absence at three (3) consecutive meetings. Further, BTPAC Members that do not have a BTPAC Representative or BTPAC Alternate for three (3) consecutive meetings will be presented to the TPA Board for consideration and removal from the committee.

### D. Agenda

The agenda is a published list of items for consideration (action items) or discussion (information items) at a meeting. The agenda and any backup material for a BTPAC meeting shall be published for the public on the TPA website at least seven (7) days prior to the meeting or as early as practicable. When good cause is shown in the judgment of the BTPAC, at the request of a BTPAC Representative, Alternate, or the TPA Executive Director, an additional item(s) may be added to the agenda prior to adoption of the agenda for a given meeting. Addition of an item to the agenda is subject to approval by a majority of the BTPAC Representatives/Alternates voting at the meeting; provided, that consideration of such item(s) is consistent with the TPA's Public Participation Plan noticing requirements.

BTPAC Representatives wishing to add an agenda item, or organizations wishing to make a presentation to the BTPAC, at a meeting must contact the TPA Executive Director at least ten (10) days prior to the meeting.

### E. Voting Procedures

The Chair and any BTPAC Representative may call for a vote on any issue, provided that it is seconded and within the purposes set forth on the agenda. At any given meeting, if a BTPAC Representative(s) is absent, the BTPAC Alternate(s), may vote in place of the absent Representative(s).

Voting shall be by voice but the minutes shall contain sufficient detail to record the vote of each BTPAC Representative/Alternate. A Roll Call vote shall be held upon the request of the Chair, a BTPAC Representative, or the TPA Executive Director. A tie vote shall be interpreted as a failure to approve the motion made.

Any BTPAC Representative who voted on the prevailing side may make a motion for reconsideration at the meeting during which the vote was taken or at the next regularly scheduled meeting, unless the action for which the vote was taken has been executed by the next regularly scheduled meeting and cannot be undone. A BTPAC Representative desiring to request reconsideration of a matter shall advise the Executive Director no less than ten (10) days prior to the meeting. The TPA Executive Director shall endeavor to provide notice of the request to the BTPAC Members prior to the meeting. Any BTPAC Representative who was not in attendance at the meeting at which the vote was taken shall be deemed to be on the prevailing side, unless the absence was unexcused. A motion to reconsider cannot be renewed

if it has been voted on and defeated, except by unanimous consent of those voting BTPAC Representatives present at the meeting. Proxy and absentee voting are not permitted.

BTPAC Representatives/Alternates may not abstain from voting, unless the Representative/Alternate has a voting conflict of interest as defined by Florida Statutes s. 112.3143, or unless the matter is quasi-judicial in nature and the abstention is to avoid prejudice or bias as provided in Florida Statutes s. 286.012.

If a BTPAC Representative/Alternate is going to abstain from voting, the member must declare the conflict at the beginning of the public meeting and not participate in the discussion of the item. The Representative/Alternate must then submit a completed Florida Commission on Ethics - Form 8B to the TPA secretary within 15 days after the abstention occurs.

In the absence of any direction from these by-laws or other duly adopted voting procedures pursuant to certain approval actions, the TPA **Governing Board's By-laws** will control.

#### F. Public Comment Procedures

All BTPAC meetings shall be open to the public. Members of the public are permitted to speak on any topics not on the agenda during the General Public Comment period by providing a Speaker Card to the TPA Executive Director, or **the Director's** designee, prior to the commencement of, or during the meeting. Members of the public may speak on agenda items following presentation of the item to the BTPAC by providing a Speaker Card to the TPA Executive Director, or **the Director's** designee. Public comment shall be limited to three (3) minutes, unless the Chair or BTPAC Representatives authorize an extension of time for good cause shown.

#### G. **Florida's Open Meetings Law**

**Every BTPAC Representative/Alternate shall comply with the State's Open Meetings Law.** This includes not discussing current agenda items or other matters that may foreseeably come before the BTPAC for action with other BTPAC Representatives outside of a noticed meeting.



### Audio System Specs for 301 Datura Street

The Palm Beach Transportation Planning Agency (TPA) holds meetings of public officials, government staff, consultants, and private citizens on a regular basis at its office location on 301 Datura Street, West Palm Beach, FL 33401.

The TPA records the discussions, multimedia presentations, actions, and public comments during each meeting. The meetings occur regularly in the TPA Board Room (104) with additional overflow capacity provided by the TPA Conference Room (102).

The TPA requires an audio system to facilitate effective communication during the meeting, integration of multiple multimedia sources, and provide appropriate meeting recording capabilities.

The audio system shall provide wireless microphone/delegate units, a handheld microphone and transmitter, audio amplifiers, in-ceiling speakers, a stereo recording device, battery chargers, a control system and all other components, connections, and wiring required for the functionality of the system as further stipulated below.

The following specifications are the required characteristics and performance capabilities of the system.

1. (29) wireless, delegate style rechargeable transmitters
2. (28) 15" gooseneck microphones
3. (1) 18" gooseneck microphone for podium
4. (1) handheld microphone and transmitter
5. (4) 8 channel transceivers
6. (8) Charging bases for transmitters
7. (22) 2-way, minimum 6" in-ceiling speakers
8. Control Software for audio and video sources
9. (1) Rackmount audio recorder with SD, CDR, and USB Flash recording, Ethernet Capable, Stereo audio output, and redundant recording capability
10. (1) Audio Central Control Console
11. (1) Dante Audio Matrix Mixer
12. (1) 2-Channel Amplifier for Board Room Ceiling speakers
13. (1) 1-Channel Amplifier for Conference Room Ceiling speakers
14. (1) Rack
15. (1) Uninterrupted Power Supply for audio components
16. (1) 24 Port Power over Ethernet Gigabit Switch
17. (2) wall mount digital audio control panels
18. Low Voltage wiring installation for audio input and output
19. Low Voltage wiring for audio mixing, amplification and recording
20. System Installation and Configuration
21. Maintenance and support for 12 months

The audio system shall be located in A/V Room (122) as indicated on the attached building plan.

The TPA has provided (3) low voltage ethernet connections and (2) 120V power circuits for the AV room. Multimedia presentations are connected via HDMI for integration into the audio system.

The provider shall install all low voltage wiring for the operation and control of the system.

AudioVisual Solutions Proposal For

# Palm Beach Transportation Planning Agency MultiPurpose Boardroom



Audio Visual Innovations, Inc. - A wholly owned subsidiary of AVI-SPL, Inc.

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**Prepared By:** Debra Blanco  
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**Proposal No:** 324896-6

## Executive Summary

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AVI-SPL is pleased to present you with the following audiovisual solutions proposal for your project.

At AVI-SPL, we are experts in applying the industry's most advanced audiovisual technologies. We translate this expertise into value for our clients through highly-customized systems integration solutions, equipment sales and services. We are proud to serve as the industry's largest global integrator, delivering comprehensive AV technology, presentation and collaboration solutions worldwide.

With nearly 40 offices nationwide, as well as international locations in Canada, United Kingdom and Dubai, AVI-SPL's Systems Integration Division is the largest and best trained in the industry, providing custom design and installation services for meeting rooms, boardrooms and collaboration spaces, network operation centers, government commission chambers, computer classrooms and distance learning facilities. We also provide incredible audiovisual enhancements to venues such as sports stadiums, casinos, theme parks, museums and houses of worship. Our portfolio also includes more than 40 professional sports stadiums and arena installations.

As part of our many levels of differentiation when compared to our competitors, large and small, is AVI-SPL's commitment to the professional development of our engineering technical staff. We accomplish this by holding our staff accountable to the highest quality solutions delivery standards that we reinforce through ongoing and consistent training.

In addition, we have established an open feedback loop with our customers and partners to continuously assess and identify the best technology and solutions.

We have applied this experience and expertise to build this custom proposal. This proposal document is based on our understanding of your specific needs and business objectives and includes a summary of the solution elements, installation requirements, investment summary and terms and conditions.

We would like to thank you for considering AVI-SPL for your project.

## The AVI-SPL Process

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AVI-SPL has developed a comprehensive integration process designed to meet our customer expectations. Our process begins with system design and carries through to post-installation training to ensure technology adoption. Our goal at AVI-SPL is to work with you every step of the way to ensure that your project is completed within scope, on schedule and within budget.

### Proposal and Systems Design

AVI-SPL will conduct an initial detailed consultation and needs analysis with key customer stakeholders to gain a thorough understanding of needs, objectives and success criteria. This information is used to develop a proposed system solution for acceptance. This step provides Account Management and applicable Engineering Design support the ability to design a technically sound and functional solution where we will:

- Verify initial design concepts through examination of the desired capabilities, architectural and environmental considerations.
- Define scope of work criteria.
- Select the appropriate equipment, hardware and software to allow system design performance.
- Provide any value engineering and performance enhancement recommendations.

The result of the proposal and systems design phase is a system designed specifically to meet the requirements that are unique to your application.

### AVI-SPL Project Delivery Process Flow

Upon award, the project is turned over to the AVI-SPL Project Integration Team. This phase is critical in ensuring a seamless integration of the specified system. During project delivery, the AVI-SPL System Integration (SIG) Operations Workflow contains distinct process steps start to finish upon award as noted below.

During project delivery AVI-SPL will (as applicable to the specific project):

- Complete internal and external kick off requirements to review:
  - Scope of Work and Design
  - Contract Parameters, including Terms and Conditions
  - Stakeholder Reporting and Communication
  - Schedule (including all WBS project tasks and timelines)
  - Submittal requirements
  - Procurement Plan
  - Risk Identifiers
  - Site Safety and Security
  - Change Management Procedures
  - Acceptance Test Plan Parameters
- Create all final construction/field coordination requirements including:
  - Floor, reflected ceiling, riser diagrams and furniture requirements.
  - AV Design drawings including audio/video/control signal flow and equipment rack elevations.
- Provide a user interface design requiring client sign off; this is a critical project success factor without it additional charges may apply.
- Create the source code for the system based on the design as agreed upon.
- Test and Commission AV systems in AVI-SPL shop, based upon acceptance test plan parameters.

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- Complete all field installation of cable and equipment, based on project scope and schedule requirements.
- Test and Commission the completed system in the field, based upon acceptance test plan parameters.
- Document and address any punch list items, upon client inspection, following final commissioning.
- Demonstrate full operation of the system to the Customer and train the Customer support staff on the proper use, care and basic troubleshooting of the systems provided.
- Provide final close out (as-built) documentation including:
  - As-Built Drawings
  - Final Acceptance Test Plan Document
  - Programming Source Code
  - Project Serial Numbers and Equipment information
- Acquire the applicable sign off on system for final invoicing and start of the applicable service term.

During project delivery the Customer will:

- Adhere to any client required tasks/milestones as noted in the agreed to project schedule.
- Coordinate with AVI-SPL regarding any network requirements and information.
- Provide any and all the Customer logos and specific color requirements for the control system user interface.
- Sign-off on the user interface design.
- Upon completion of the system installation and testing, inspect the system and provide conditional and/or final acceptance of the system, based upon the agreed upon scope of work.
- Provide final sign off of the system upon completion.

### Project Coordination and Site Installation:

AVI-SPL will designate a Project Manager, who will be the main contact for directing and managing all project coordination with all project stakeholders; both externally and internal to the AVI-SPL project team.

The AVI-SPL Project Manager is responsible for attending project calls/ meetings for the project duration and consistent communication. AVI-SPL is committed to keeping you informed from the beginning to the end of your project. Initial communication will include contact information and organization of the AVI-SPL team that will be working with you. Shortly thereafter, you will begin receiving project status reports from the technical project team member responsible for routine contact throughout the entire project.

The onsite installation effort is coordinated by the Project Manager and Lead Installer. The Lead Installer will be on site directing the installation teams. Prior to delivery and installation of pre-assembled systems, AVI-SPL will field verify conformance of installed cabling and other conditions necessary to assure efficient integration of systems and devices. The Project Manager will determine the correct resources required for the specific installation tasks. In cases where AVI-SPL will utilize vetted and approved subcontractors on the project, the Project Manager and Lead Install provides proper supervision to ensure policies and procedures are being adhered to.

All installation work is thoroughly checked prior to 'turn on'. Errors or problems are corrected as detected and all equipment is adjusted for optimal performance in accord with the project specifications. By adhering to strict engineering policies and standards, the final punch list for projects of this type is typically limited to just a few items.

- Adherence to our quality assurance program.
- Installation of fully tested and "burned in" electronic hardware.
- Termination into fully tested and verified cabling and far end connections.

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- Correcting site specific problems as they are detected.

The Customer shall provide an environment that is 'clean and ready' to receive the equipment and services described herein. The environment shall be secure and free of dust, debris and conditions that might prove detrimental to the equipment provided or personnel on site.

Customer required or provided items (Owner Furnished Equipment - "OFE") and client required scope are detailed in this proposal. Any charges for return trips required of AVI-SPL based on insufficient or incomplete client milestones/deliverables will be the responsibility of the Customer.

The Customer must provide an internal IT contact to assist with any network coordination where required.

## Change Management

The AVI-SPL change management process provides a mechanism for changes to the agreed upon scope of work of the project. Change requests can be initiated by authorized client requestors to the Project Manager of record at any time. Unless otherwise indicated, the AVI-SPL Change Management Process includes the following stages:

- Client requests a specific change
- AVI-SPL reviews change request compared to approved Scope of Work for potential impact of:
  - Budget
  - Schedule / Time
  - Programming / Function
- AVI-SPL provides written change order response / proposal
- Client executes approval of proposed change order
  - A formal change to contract / purchase order (if applicable) required.
- AVI-SPL proceeds with applicable performance requirements of change order (equipment order, resource time and appropriate scheduling)

All change requests must be made in writing or discussed with the Project Manager of record by the Customer (or client representative with authority to approve changes of agreed upon scope of work) for review and impact considerations. Written authorization to proceed, which may include formal changes to the contract or purchase order, must be provided to AVI-SPL prior to the release of any resources, time or equipment acquisition for a requested change order.

Project Managers may also leverage the change management process to notify the Customer of necessary change in system components or design if required.

## Training, System Turnover and Project Completion

An integral part of the delivered system is user training. AVI-SPL is committed to providing you with clear and concise instructions on the use of each system. Training and associated documentation will provide operational and maintenance personnel with information to support the daily use of the system. This training will consist of demonstration, instruction and hands-on experience with each system.

System Turnover will occur when all user training has been completed and the users have obtained beneficial use of the systems. At this point, AVI-SPL will request client sign off on the provided systems. Conditional Project Sign-Off will apply if outstanding punch list items exist. AVI-SPL will set forth a plan to address these items accordingly.

Project Completion will occur when all outstanding punch list items are complete and all As-Built documentation has been provided to the Customer in the decided upon delivery method including; Project drawings, functional system diagrams, applicable equipment lists, back up control system and DSP code. At this time, Final Project Sign-Off will be requested.

## AVI-SPL Support and Maintenance Offering Overview

AVI-SPL’s Global Support offerings provide world class services designed to help you achieve the most uptime and the best Return on Investment (ROI) from your technology investment. We utilize our 40 years of experience with 700+ manufacturer technologies to become the service partner you can count on.

	Essential (T&M)	Enhanced	Elite
Unlimited Remote Help Desk, 24x7		●	●
Unlimited Onsite Support, 8x5			●
In Manufacturer-Warranty Hardware Support	●	●	●

Support Services are provided on a per-room or per-project basis.

### Essential (Time & Materials)

Full suite of Global Support offerings available in a noncontract form, all billable at standard AVI-SPL rates (See rate table).

Billable Offerings:

- Remote Help Desk, 24x7
- Onsite Technical Dispatch
- Specialist Remote Support
- Parts Repair and Replacement

### Enhanced

- Offers unlimited remote help desk support – available 24x7x365.
- Facilitates the repair or replacement of manufacturer programs for applicable hardware.
- Access to software updates and upgrades for hardware covered by manufacturer program.
- Use of online incident reporting tool for easy ticket awareness.
- Eligibility for discounted hourly rates when other Global Support services not included in the Enhanced offering are requested.

### Elite

- Offers unlimited onsite technical dispatch.
- Offers unlimited remote help desk support – available 24x7x365.
- Facilitates and performs the repair or replacement programs of manufacturer programs for applicable hardware.
- Access to software updates and upgrades for hardware covered by manufacturer program.
- Use of online incident reporting tool for easy ticket awareness.
- Eligibility for discounted hourly rates when other Global Support services not included in the Elite offering are requested

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## AVI-SPL Global Support Plus Options

PLUS Options are available at an additional cost.

Our Global Support Plus Options are additions to the Global Support, customized to your unique environment. PLUS Options allow us to take on more of the risk associated with aging equipment, help prevent unexpected expenses, and provide an enhanced onsite response time to get spaces up and running. Add one or multiple options to enable the flexibility needed.

### PLUS Offerings

Extended Hardware Warranty	Corrective Maintenance Visit
Enhanced Onsite Response: 4 Hour or Next Business Day*	Loaner Equipment
Preventative Maintenance Visit	Consumable Replacement
<p><b>Extended Hardware Warranty</b> We cover repair or replacement cost of malfunctioning equipment. Unforeseen expenses drop significantly as we assume the risk of replacement parts of aging equipment.</p> <p><small>*Owner Furnished Equipment not Included</small></p>	<p><b>Corrective Maintenance Visit</b> Onsite maintenance visits that can be purchased up-front and scheduled after a fault has been found to resolve a hardware or software issue and bring the room back to operating specifications.</p>
<p><b>Enhanced Onsite Response</b> Optional Next Business Day or 4 Hour onsite response (each purchased separately) provide the fastest response possible to keep mission critical situations from escalating.</p> <p><small>*Not available in all areas. Subject to AVI-SPL approval</small></p>	<p><b>Loaner Equipment</b> We reduce down time by keeping rooms fully functional while a final repair is executed. We provide a functionally equivalent piece of equipment.</p> <p><small>*Not available in all areas. Subject to AVI-SPL approval</small></p>
<p><b>Preventative Maintenance Check</b> Discover a potential issue before a meeting. Onsite visits that work around scheduled use of space to ensure equipment is kept in optimal operating conditions. Onsite technicians complete a standard checklist, and make recommendations to enhance reliability, features, and security.</p>	<p><b>Consumable Replacement</b> Proper maintenance is essential to ensuring equipment reaches it maximum lifespan. Mitigate unknown expenses by including high-volume points of failure (examples include: lamps, bulbs, filters, fuses, batteries).</p> <p><small>*Not available in all areas. Subject to AVI-SPL approval</small></p>

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## Investment Summary

Prepared For:	<b>Matthew Komma</b>
	<b>Palm Beach Transportation Planning Agency</b>

Prepared By:	<b>Debra Blanco</b>
Date Prepared:	<b>04/08/2020</b>
Proposal #:	<b>324896-6</b>
Valid Until:	<b>06/08/2020</b>

<b>Total Equipment Cost</b>	<b>\$53,253.05</b>
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Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure complete and operational system

<b>Professional Integration Services</b>	<b>\$14,520.00</b>
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Includes engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL

<b>Direct Costs</b>	<b>\$0.00</b>
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Includes non equipment or labor costs, such as travel expenses, per diem, lift and vehicle rentals

<b>General &amp; Administrative</b>	<b>\$559.80</b>
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Includes all G & A expenses: bonds, vehicle mileage, shipping and insurance

<b>Services - Room Support and Maintenance</b>	<b>\$3,125.08</b>
--	-------------------

Includes post-installation support and maintenance options selected for installed rooms

<b>Subtotal</b>	<b>\$71,457.93</b>
<b>Tax</b>	<b>Exempt (*)</b>
<b>Total</b>	<b>\$71,457.93</b>

\* Exemption from sales tax will be recognized only after a valid sales tax exemption certificate or other appropriate documentation of exemption has been provided to and approved by AVI-SPL; otherwise all applicable sales taxes will apply.

**Purchase orders should be addressed to Audio Visual Innovations, Inc.**

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Date

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## Services Summary

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## Room Summary - AUDIO SYSTEM

### Equipment List

Mfg	Model	Description	Qty	Unit Price	Extended Price
		<b>-- AUDIO &amp; MICROPHONES --</b>			
CRESTRON	CRESAROSIC6TWTEACH	SPEAKER, 6.5" SAROS 2-WAY IN-CEILING, WHT (ORDER IN PAIRS) TIPS 170306 Technology Solutions	20	\$127.78	\$2,555.60
SHURE	SHUMX415RLPDFS	MICROPHONE, 15" SHOCK-MOUNTED GOOSENECK, LESS PREMAP TIPS CONTRACT AVI_171001	28	\$163.61	\$4,581.08
SHURE	SHUMXW8Z10	TRANSMITTER, DESKTOP BASE TIPS CONTRACT AVI_171001	28	\$422.22	\$11,822.16
SHURE	SHUMXW2SM58Z10	TRANSMITTER, HANDHELD W/ SM58 MICROPHONE TIPS CONTRACT AVI_171001	1	\$416.94	\$416.94
SHURE	SHUMXWAPT8Z10	TRANSCIEVER, 8-CH ACCESS POINT TIPS CONTRACT AVI_171001	4	\$2,480.56	\$9,922.24
SHURE	SHUMXWNCS8	CHARGING STATION, 8CH NETWORKED TIPS CONTRACT AVI_171001	8	\$1,293.06	\$10,344.48
		<b>-- LECTERN --</b>			
OFE		OFE LECTERN TIPS 170306 Technology Solutions LONG LEAD TIME 6-8 WEEKS	1	\$0.00	\$0.00
SHURE	SHUMX418SC	MICROPHONE, 18" GOOSENECK CARDIOID CONDENSER TIPS CONTRACT AVI_171001	1	\$174.17	\$174.17
SHURE	SHUMXW8Z10	TRANSMITTER, DESKTOP BASE	1	\$422.22	\$422.22
AUDINATE	AUDADPDAIAU1X0	ADAPTER, DANTE AVIO ANALOG INPUT W/RJ45 AND XLR FEMALE 1-CH	1	\$102.17	\$102.17
		<b>-- CONTROL --</b>			
CRESTRON	CRETSW760BS	TOUCH SCREEN, 7" SURFACE MOUNT - BLACK SMOOTH TIPS 170306 Technology Solutions	1	\$777.78	\$777.78
CRESTRON	CRETSW560760RMK1	MOUNT, RACK MOUNT KIT FOR TSW-560/760 TIPS 170306 Technology Solutions	1	\$111.11	\$111.11
OFE	OFE	OFE IPAD & CRESTRON APP	1	\$0.00	\$0.00
CRESTRON	CREXPANEL	CONTROL CONTROL FOR COMPUTERS TIPS 170306 Technology Solutions	1	\$0.00	\$0.00
		<b>-- RECORDING, STORAGE &amp; STREAMING --</b>			
TASCAM	TASSSCDR250N	SOLID STATE CD RECORDER WITH NETWORKING, DUAL, SD, CDR	1	\$825.56	\$825.56
		<b>-- HEAD-END --</b>			

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Mfg	Model	Description	Qty	Unit Price	Extended Price
CRESTRON	CRECP3N	CONTROL PROCESSOR, 3 SERIES TIPS 170306 Technology Solutions	1	\$1,444.44	\$1,444.44
QSC	QSCCORE110F	SYSTEM, UNIFIED SERIES CORE W/ 24 LOCAL I/O CHANNELS, 1RU TIPS 170306 Technology Solutions	1	\$2,222.22	\$2,222.22
CRESTRON	CREAMP2210T	AMPLIFIER, 2x210W COMMERCIAL POWER, 4@8OHM OR 70/100V TIPS 170306 Technology Solutions TWO AUDIO ZONES - ONE OVER BOARD MEMBERS AND ONE OVER AUDIENCE	1	\$738.89	\$738.89
MIDDLE ATLANTIC	MIDERK3525CONFIG	RACK, 35 SPACE 25" DEEP ERK CONFIG TIPS 170306 Technology Solutions	1	\$1,252.50	\$1,252.50
AMERICAN POWER CONVERSION	APCSMT1500RM1U	UPS, 1500VA LCD RM 1U 120V TIPS 170306 Technology Solutions	1	\$794.36	\$794.36
MIDDLE ATLANTIC	MIDPD915RPL	SURGE/SPIKE PROTECTED RACKMOUNT POWER DIST. WITH 9 FT CORD TIPS 170306 Technology Solutions	1	\$89.50	\$89.50
LUXUL	LUXAMS2624P	SWITCH, 26 PORT / 24 POE+ GIGA	1	\$674.60	\$674.60
				<b>Subtotal</b>	<b>\$49,272.02</b>

## Room Support and Maintenance

**Elite Maintenance Services - Room; 12-months**

**\$3,042.74**

<b>Equipment Total</b>	\$49,272.02
<b>Installation Materials</b>	\$2,500.00
<b>Professional Services</b>	\$12,370.00
<b>Direct Costs</b>	\$0.00
<b>General &amp; Administrative</b>	\$472.88
<b>Services - Room Support and Maintenance</b>	\$3,042.74
<b>Subtotal</b>	<b>\$67,657.64</b>

For informational purposes only – all Purchase Orders must match Investment Summary details.



## Room Summary - OVERFLOW CONF. ROOM

### Equipment List

Mfg	Model	Description	Qty	Unit Price	Extended Price
		-- OVERFLOW CONF. ROOM --			
CRESTRON	CRE SAROSIC6TWTEACH	SPEAKER, 6.5" SAROS 2-WAY IN-CEILING, WHT (ORDER IN PAIRS) TIPS 170306 Technology Solutions	2	\$127.78	\$255.56
CRESTRON	CREAMP15070	AMPLIFIER, SINGLE-CHANNEL MODULAR POWER, 50W/70V TIPS 170306 Technology Solutions	1	\$277.78	\$277.78
CRESTRON	CRETSW760WS	TOUCH SCREEN, 7" SURFACE MOUNT - WHITE SMOOTH TIPS 170306 Technology Solutions	1	\$777.78	\$777.78
CRESTRON	CRETSWUMB60	MOUNTING BRACKET, UNIVERSAL FOR TSW- 560/760/1060 SERIES TIPS 170306 Technology Solutions	1	\$22.22	\$22.22
		**NO MICROPHONE WILL BE USED IN THIS ROOM**	0	\$0.00	\$0.00
				<b>Subtotal</b>	<b>\$1,333.34</b>

### Room Support and Maintenance

**Elite Maintenance Services - Room; 12-months** **\$82.34**

<b>Equipment Total</b>	\$1,333.34
<b>Installation Materials</b>	\$147.69
<b>Professional Services</b>	\$2,150.00
<b>Direct Costs</b>	\$0.00
<b>General &amp; Administrative</b>	\$86.92
<b>Services - Room Support and Maintenance</b>	\$82.34
<b>Subtotal</b>	<b>\$3,800.29</b>

For informational purposes only – all Purchase Orders must match Investment Summary details.

## Scope of Work

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<b>Client</b>	Palm Beach Transportation Planning Agency
<b>Contact</b>	
<b>Project</b>	Main Board Room & Overflow Room
<b>Date</b>	April 8, 2020
<b>Proposal Number</b>	324896-6

### General Notes: AVI-SPL:

- Will pull the low voltage permit if its required, however permit fees are not included and will be passed down to the customer
- Will install the project during normal business hours Monday thru Friday. If night and weekend hours are required, a change order must be issued and approved by client in writing
- Will not issue a performance bond and costs are not included

### AVI-SPL will:

#### Main Boardroom:

- Provide and install (2) speaker zones consisting of (20) 6" flush mounted in-ceiling speakers powered by one (1) two-channel amplifier (10 speakers per channel). The speakers will be used for local in-room speech reinforcement. Zone 1 over panel, Zone 2 over audience.
- Provide and install a new digital signal processor (DSP). The DSP will handle all audio related tasks including equalization, signal compression, routing and feedback elimination.
  - Sources to include:
    - (30) Dante Microphones
    - (01) OFE HDMI Sources
  - Outputs to include:
    - (2) Speaker Zones with twenty (20) speakers powered by 1 amplifier
- Provide and install (30) wireless microphones with network chargers and Dante transceivers
  - (28) Wireless 15" Gooseneck microphones
  - (01) Wireless 18" Gooseneck microphones
  - (01) Wireless Handheld Microphone
- Provide and install (4) 8-channel wireless access points for Microsoft wireless microphone systems. distribution system for the wireless microphones. Power to the unit (via PoE) and Dante digital networked audio are both supplied over a single Ethernet cable to simplify installation, and the supplied mounting plate and paintable cover allow discreet placement
- Provide and install (8) 8-port networked charging station that charges handheld, bodypack, and boundary transmitters and gooseneck bases. Client will provide shelves for these units in the closet
- Provide and install one (1) 35RU rack that will house all the audio equipment mentioned above. *Client realizes that the space inside the room is so limited, the door must be removed to service. Client will remove the door during installation and during servicing*
- Provide and install one (1) Tascam Media Recorder.
- Provide and install one (1) 7" touch panel on the wall. *Client will choose the location during external kick off.*
- Provide and install (1) 24 port switch and a CP3N processor with subnetting capabilities to manage the network



Please Note: There are several factors that can make sound reinforcement to have decreased intelligibility in a room, foremost among them would be the room acoustics. If the room acoustics are found to be inhospitable due to reflective surfaces or ambient noise, acoustical treatments will be suggested or in extreme cases a consultation with a qualified acoustician may be in order.

Please Note: The following design(s) contain owner furnished equipment (OFE) at the request of the client. All OFE equipment is considered to be in full working order, meeting or exceeding the original manufacturer's specifications and currently supported by the manufacturer(s). This includes software, firmware and or operating system(s) required to interface with the supplied AVI-SPL system design. All OFE devices are to be tested by AVI-SPL upon commencement of installation. Any and all defects, functional issues or equipment failures will be reported to client. Upon discovery of defects, it is the responsibility of the client that the OFE devices be repaired or replaced at additional cost to the client, not included in this scope of work. In the instance that additional equipment is need or repairs are required, the installation may be delayed or stopped until the defective owner furnished equipment is deemed suitable for installation. All owner furnished equipment is not covered under the provided warranty, unless noted and recorded in a separate service agreement.

**Customer will:**

- Provide power at the following locations:
  - Rack location.
- Provide cable path between the overflow Conference room and Head-end room.

**Overflow room:**

**AVI-SPL will:**

- Overflow conference room: Provide and install (1) speaker zone consisting of (2) 6” flush mounted in-ceiling speakers powered by a one-channel amplifier. The speakers will be used for local in-room speech reinforcement.
- The DSP will handle all audio related tasks including equalization, signal compression, routing and feedback elimination.
  - Outputs to include:
    - (1) Speaker Zone across (1) one-channel amplifier with (2) speakers powered by the amplifier
- Provide and install one (1) 7” touch panel on the wall.
- The equipment will be located at the Head-end
- **Customer is responsible for all electrical, core drilling, drywall repair, painting or modifications to millwork.**

Installation comes complete with a 1-year warranty for all AVI-SPL supplied equipment.

\_\_\_\_\_  
AVI-SPL

\_\_\_\_\_  
Customer

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

## Integration Inclusions & Exclusions

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### Inclusions

The following items are INCLUDED in this proposal unless specifically noted otherwise within this proposal document or scope of work statement:

- All equipment, wire and accessories required for a fully functional audio/visual system per the agreed upon scope of work.
- Non-union labor associated with audio/visual system engineering, installation, programming and testing.
- Documentation package including complete as-built AV system diagrams and manufacturer's operation manuals.
- Coordination and cooperation with the construction team in regard to installing the system.
- User demonstration of full AV system operation for final sign-off.

Any additional trips, labor or materials due to failure of the other work forces to have the audiovisual system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.

Where applicable, the owner's architect will provide AVI-SPL's engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in AutoCAD® format at no charge to AVI-SPL.

### Exclusions

The following items are EXCLUDED from this proposal unless specifically identified otherwise within this proposal document or scope of work statement.

- All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work including but not limited to 110VAC, conduit, core drilling, raceway and boxes.
- Voice/data cabling, IE analogue phone lines, ISDN lines, network ports, etc.
- Network connectivity, routing, switching and port configuration necessary to support audiovisual equipment.
- Concrete saw cutting and/or core drilling.
- Fire wall, ceiling, roof and floor penetration, patching, removal or fire stopping.
- Necessary sheet rock replacement, ceiling tile, T-bar replacement and/or wall/ceiling repair.
- Any and all millwork (moldings, trim, etc.). All millwork or modifications to project millwork/furniture to accommodate the AV equipment is to be provided by others.
- Painting, patching or finishing of architectural surfaces.
- Permits
- Engineered (P.E.) seals and/or stamped structural/system details.
- HVAC and plumbing relocation.
- Rough-in, bracing, framing or finish trim carpentry for installation.
- Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required.
- Owner furnished equipment or equipment furnished by others that is integrated into the systems (as described above) is assumed to be current, industry acceptable and in good working order. If it is determined that this equipment is faulty upon installation, additional project charges may be incurred.
- Warranty or Customer Care service coverage for Owner furnished equipment or equipment furnished by others.
- Additional or specific manufacturer's "User Adoption" training.
- Additional costs for union labor.

## General Terms and Conditions

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### 1. Applicability of Terms

1.1 These General Terms and Conditions (together with any addenda attached hereto and incorporated herein by this reference, the "Terms and Conditions") and the accompanying Audiovisual Solutions Proposal (the "Proposal") are the only terms and conditions which govern the sale of the equipment and any related software (the "Products") and services (the "Services") specified in the Proposal by Audio Visual Innovations, Inc. or Signal Perfection Ltd. (as applicable, "Seller") to the buyer/customer identified in the Proposal ("Buyer"). Seller and Buyer may be individually referred to as a "Party" and collectively as "Parties."

1.2 The Terms and Conditions and the Proposal (collectively, the "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of a conflict or inconsistency between the General Terms and Conditions and any addendum, the addendum shall prevail to the extent of such conflict or inconsistency. In the event of a conflict between the Terms and Conditions and the Proposal, the Terms and Conditions shall prevail to the extent of such conflict or inconsistency. Notwithstanding anything herein to the contrary, if a master services agreement signed by both Parties is in effect covering the sale of the Products and Services that are the subject of the Proposal, the terms and conditions of said agreement shall prevail to the extent they conflict or are inconsistent with these Terms and Conditions.

### 2. Acceptance and Modification of Terms

2.1 This Agreement shall not be binding upon Seller until accepted by Buyer as set forth in this sub-Section 2.1 and the earlier of Seller's confirmation in writing of Buyer's order and Seller's performance under the applicable Proposal. Buyer's signed acceptance of the Agreement, issuance of order against the Agreement, payment for any of the Products or Services contained in the Agreement, or receipt of the Products or Services contained in the Agreement, whichever occurs first, shall constitute Buyer's acceptance of this Agreement.

2.2 Any modification, addition to, or waiver of any of this Agreement shall not be effective unless in writing and signed by an authorized representative of Seller, and any different or conflicting terms appearing in Buyer's purchase order or other documents are expressly rejected by Seller. No relaxation, forbearance or indulgence by a Party in enforcing any of the terms and conditions of this Agreement or the granting of any time to the other Party shall prejudice or restrict the rights and powers of a Party hereunder, nor shall waiver of any breach hereof operate as a waiver of any subsequent or continuing breach hereof.

### 3. Delivery

3.1 Seller will use its best efforts to deliver the Products in accordance with the Buyer requested delivery date, subject to receipt of all necessary information from Buyer and Buyer's compliance with Seller's reasonable instructions for site readiness. Shipping dates are approximate only, and Seller shall not be liable for failures of or delays in manufacture, delivery or installation resulting from any cause or causes beyond its reasonable control and without its fault or negligence.

3.2 Any delay due to causes beyond Seller's reasonable control and without Seller's fault or negligence shall extend delivery dates to the extent caused thereby. Seller will use reasonable efforts to timely notify Buyer in the event of a delay. Buyer shall reimburse the Seller its reasonable additional expenses resulting from any Buyer-caused delay. When delivery of the Products is delayed at the request of the Buyer and the Products have already been shipped by Seller's vendor, Seller will place the Products in storage and invoice Buyer the price of such Products, which will be promptly paid. Seller shall not be liable, and the Buyer shall have no right to cancel or rescind this Agreement, in the event of any delay due to causes beyond Seller's reasonable control and without Seller's fault or negligence, and Buyer shall accept such delayed performance by Seller. The Buyer's receipt of the Products shall constitute a waiver of any claims for delay.

### 4. Billing and Payment Terms

Unless otherwise agreed in writing by Buyer and Seller in the Proposal, the total Proposal price, excluding the price for Stand-alone Services (as defined in this section), shall be billed as follows: 50% down payment at time of order, 40% upon delivery at Seller; 10% upon project completion and Buyer sign-off or first beneficial use, whichever occurs first, payable net 30 from Buyer's receipt of invoice. For purposes of this Agreement, "Stand-alone Services" means any Services not attached to an installation project. Unless otherwise specified in the Proposal, Products are sold F.O.B. origin-Buyer to pay all shipping charges. If this Proposal covers Products or Services for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Unless otherwise specified in the Proposal, all pricing and amounts are in US Dollars and all billing and payment shall be made in US Dollars.

### 5. Buyer in Arrears or Default

In the event Buyer is in arrears with any payment whatsoever due from it to Seller at any time, whether in respect of the Proposal price or any other amount due from the Buyer to the Seller under the terms of this Agreement, the amount in arrears shall bear interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, as from the date each amount falls due, pending actual payment thereof in full, without prejudice to any relief or remedy available to Seller. In the event of Buyer's default, Seller may, without notice, peaceably enter any premises in which the Products are located and remove, hold and sell them in accordance with applicable law, to satisfy in whole or in part Buyer's obligations.

### 6. Title and Risk of Loss

6.1 Title to the Products shall pass to Buyer upon delivery, subject to the manufacturer's or Seller's software license (if applicable) and a purchase money security interest retained by Seller in the Products sold and the proceeds thereof until payment of all amounts then due to Seller. Seller shall be entitled to remove the Products from the Buyer's premises if all payments are not made when due. Buyer agrees to reasonably cooperate with Seller in the execution and filing of financing statements under the Uniform Commercial Code or other documents as Seller reasonably requests to protect its security interest.

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6.2 Risk of loss or damage to the Products or any part thereof shall pass to the Buyer upon delivery.

## 7. Installation and Site Preparation

7.1 Installation (e.g. field assembly, interconnection, equipment calibration and checkout) is to be performed by the Seller's trained technical employees. The Seller shall be entitled to employ subcontractors and/or agents to assist in or carry out, in whole or in part, the installation. In the event installation by Seller employees is prevented by trade unions, the Buyer shall arrange with the trade unions at its own expense to complete installation. The Seller is thereafter liable only for engineering supervision of installation.

7.2 The Seller shall reasonably coordinate and cooperate with other trades to facilitate satisfactory work progress. If the Seller's work in progress is impeded by other trades and/or contractors (excluding the Seller's own subcontractors) or by scheduling delays due to the Buyer, time delays in the final installation as well as additional charges, including labor, travel and other reasonable expenses, may result.

7.3 The Buyer shall be responsible for preparing, at its own expense, the installation site in accordance with the Seller's reasonable instructions, including the requirements specified in the Proposal. In no event shall the Seller be responsible for any high voltage electrical work, ceiling modifications, structural modifications, or mechanical systems modifications. Unless otherwise agreed in writing in the Proposal, Buyer shall provide the Seller with source code for any non-Seller programmed remote control system required to be modified under the terms of this Agreement.

## 8. Access to Project Site

8.1 The Buyer shall provide the Seller with reasonable access to the installation site before delivery, for purposes of determining site readiness for installation, and shall designate an individual on Buyer's staff to serve as a contact person for all site preparation and installation issues. Buyer shall provide the Seller with free access to the installation site for the purpose of preparation for installation.

8.2 Buyer shall obtain at its expense and keep effective all permissions, licenses, and permits whenever required in connection with the installation and/or use of the Products and the premises where the Products shall be situated.

## 9. Warranty

9.1 Seller warrants that:

(a) Immediately prior to delivery, it had good title to the Products, free from any lien or encumbrance unless otherwise specified;

(b) For a period of ninety (90) days from delivery and acceptance of the Products and Services, or, with respect to Products manufactured by a third party, such longer period of time provided by such manufacturer, the Products and Services will (i) be free from defects in materials or workmanship and (ii) conform to the requirements of the Proposal, including any instructions, specifications and documentation incorporated therein;

(c) It is in compliance with all applicable federal, state and local laws, regulations and standards relating to the sale and transportation of the supplies or items, and provision of the Products including all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act ("FCPA"); and

(d) With respect to Services, Seller's personnel shall possess the requisite level of training, skill and experience to address the requisite tasks efficiently and will

perform the Services provided hereunder in a professional and workmanlike manner consistent with generally accepted industry standards.

9.2 Seller shall not be liable for nor have any warranty obligations with respect to Products that are in any way misused, altered and/or repaired by someone other than a representative of the Seller which, within the sole, reasonable judgment of the Seller, results in an adverse effect, including effects upon performance or reliability of the Products.

9.3 In order to make a warranty claim, Buyer shall promptly notify Seller in writing and Seller will, subject to the applicable manufacturer's warranty policy, repair or replace such defective Product at no cost to Buyer. Seller will attempt to reply to warranty claims received from Buyer prior to 1:00 p.m. within forty-eight hours. Normal working hours are 8 a.m. to 5 p.m., Monday through Friday, excluding legal holidays. Buyer shall reasonably and promptly cooperate with Seller's request for information regarding the claim and with return of the defective Product if required.

9.4 Except as otherwise specified in this Agreement, no warranty whatsoever is provided by the Seller hereunder as to Products manufactured by anyone other than the Seller, including but not limited to, cables, lamps, batteries, glassware, and evacuated devices (including valve, cathode ray tubes, and other special electron tubes). Seller's sole obligation with respect to Products manufactured by someone other than Seller shall be to pass through the applicable warranties, if any, provided by the manufacturer. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

## 10. Buyer Responsibilities

Buyer or any user of the Products shall (i) notify Seller as soon as any unusual operating peculiarity appears, and (ii) operate the Products in a safe and competent manner in strict compliance with the Product specifications and operating procedures and applicable laws and government regulations. In the event the Buyer or any user of the Products fails to comply with this Section 10, Seller's warranties and its obligations hereunder shall terminate without notice to Buyer.

## 11. Limitation of Liability and Exclusion of Damages

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES, LOST BUSINESS PROFITS, OR LOSS, DAMAGE OR DESTRUCTION OF DATA, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT AND THE RELATIONSHIP AND/OR DEALINGS BETWEEN BUYER AND SELLER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SAME. EXCEPT FOR SELLER'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY BUYER UNDER THIS AGREEMENT. THE ABOVE LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

## 12. Taxes

12.1 Any and all taxes levied or based on the prices in this Agreement, or the Products being sold hereunder, exclusive of any taxes based on net income, shall be added to the purchase prices set forth in the Proposal, except to the extent the Buyer provides the Seller with a valid tax exemption certificate approved by Seller.

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12.2 All payments to be made hereunder shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law. If Buyer is compelled to make any such deduction, it will pay to Seller such additional amounts as are necessary to ensure receipt by Seller of the full amount which Seller would have received but for the deduction.

### 13. Confidentiality

13.1 Each Party may from time to time during the Agreement, in the course of discussions or dealings with each other, receive or learn, orally, visually or through any tangible medium, certain information regarding the other Party's business, including but not limited to, its products, inventions, operations, methodologies, systems, processes, product development plans or intentions, know-how, designs, trade secrets, market opportunities, business or financial affairs, and technical, marketing, financial, employees, planning, intellectual property and other confidential or proprietary information ("Confidential Information"). Confidential Information does not include, and the restrictions in this Agreement shall not apply with respect to, information (i) possessed by or independently developed by the receiving Party prior to any disclosure, (ii) obtained from sources other than the disclosing Party, which sources had no obligation of confidentiality to disclosing Party with respect to the Confidential Information, or (iii) which is within the public domain when disclosed or becomes part of the public domain after disclosed to the receiving Party without fault on the part of the receiving Party. Seller's Confidential Information also includes the terms of this Agreement.

13.2 The Confidential Information of a Party belongs to that Party. The receiving Party will not disclose the Confidential Information of the disclosing Party to any third party without the disclosing Party's prior written consent. The receiving Party will not use the Confidential Information of the disclosing Party for any purpose not expressly permitted by this Agreement or to carry out the Services or the sale of Products, and will disclose the Confidential Information of the disclosing Party only to the employees or contractors of the receiving Party who have a need to know such Confidential Information for purposes of carrying out the Services or the sale of Products and who are under a duty of confidentiality no less restrictive than the receiving Party's duty hereunder. Receiving Party will protect the disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

13.3 Receiving Party will, upon completion or termination of this Agreement or promptly upon request from the disclosing Party, return or destroy all Confidential Information of the disclosing Party, including any documents or materials that contain any Confidential Information of the disclosing Party. Notwithstanding anything to the contrary in this Agreement, the receiving Party (i) may retain one (1) copy of the disclosing Party's Confidential Information solely for archival, audit, disaster recovery, legal or regulatory purposes and (ii) will not be required to search archived electronic back-up files of its computer systems for the disclosing Party's Confidential Information in order to purge the disclosing Party's Confidential Information from its archived files; provided, however, that the receiving Party must (i) maintain its confidentiality under this Agreement as if it were still in effect, and (ii) not use the retained Confidential Information of the disclosing Party for any other purpose.

13.4 The Parties recognize that a violation of this Section 13 can cause irreparable harm to the business of the disclosing Party that could not be adequately compensated by the payment of money damages and agree that the disclosing Party may seek injunctive relief against any actual or threatened breach of this Section 13

in addition to any other available legal and equitable remedies. The prevailing Party in any action to enforce this Section 13 shall be entitled to recover from the non-prevailing Party reasonable attorneys' fees in addition to other relief granted in such action.

### 14. Force Majeure

Except for payment for amounts due under the Agreement, neither Party will be liable to the other for delays or failures to perform occasioned by causes beyond its reasonable control and without its fault or negligence. Such acts or events shall include but not be limited to, acts of God, civil or military authority, civil disturbance, riot, fire, strikes, lockouts or slowdowns, factory or labor conditions, inability to obtain necessary labor, materials or manufacturing facilities, and delayed issuance of export control licenses. In the event of such delays or failures to perform, any dates or times by which either Party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the additional time required because of the delay or failure to perform. The Party claiming force majeure shall promptly inform the other Party of any event of force majeure, and its expected duration and cessation. The Party claiming force majeure shall use its best efforts to mitigate such effects to the extent reasonably practicable.

### 15. Restocking Fees

In the event Buyer wishes to return any Products based on reasons outside of Seller's control, including but not limited to Buyer's cancellation or termination of this Agreement or any portion thereof for its convenience, Buyer agrees, in addition to any other amounts due under this Agreement, to reimburse Seller for any and all third party cancellation/restocking fees incurred by Seller.

### 16. Termination

16.1 Seller may, without prejudice to any rights or remedies available to Seller under this Agreement, at law or in equity, terminate this Agreement immediately for cause in the event Buyer breaches a material term of this Agreement (it being understood that Buyer's payment obligations shall constitute a material term) and such breach is not cured within thirty (30) days after written notice thereof. Seller may also, without prejudice to any rights or remedies available to Seller under this Agreement, at law or in equity, terminate this Agreement immediately for cause upon written notice if Buyer: (i) breaches a material term of this Agreement and such breach is incapable of cure, (ii) fails on multiple occasions to pay any amounts when due, (iii) is declared insolvent or adjudged bankrupt by any court of competent jurisdiction, or (iv) makes an assignment for the benefit of creditors, or a petition in bankruptcy or reorganization or an arrangement with creditors is filed by or against Buyer and not dismissed within thirty (30) days. Upon Seller's termination of this Agreement for cause, without waiving or otherwise limiting any other remedies available to Seller under this Agreement, at law or in equity, Buyer shall become immediately liable for any outstanding charges for Products delivered and/or Services performed up to the date of termination, any third party restocking/cancellation fees incurred by Seller, and any interest on any and all past due charges as set forth in this Agreement.

16.2 Buyer may, without prejudice to any rights or remedies available to Buyer under this Agreement, at law or in equity, terminate this Agreement immediately for cause in the event Seller breaches a material term of this Agreement and such breach is not cured within thirty (30) days after written notice thereof. Buyer may also, without prejudice to any rights or remedies available to Buyer under this Agreement, at law or in equity, terminate this Agreement immediately for cause upon written notice if Seller: (i) breaches a material term of this Agreement and such breach is incapable of cure, (ii) is declared insolvent or adjudged bankrupt by any court of competent jurisdiction, or (iii) makes an assignment for the benefit of

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creditors, or a petition in bankruptcy or reorganization or an arrangement with creditors is filed by or against Buyer and not dismissed within thirty (30) days.

16.3 Buyer may, upon written notice to Seller, terminate this Agreement for its convenience provided, however, that Seller shall be paid for all Products delivered and Services performed up to the effective date of termination (less amounts already paid) plus reimbursed for any third party restocking/cancellation fees in accordance with Section 15.

16.4 Upon any expiration or termination of this Agreement, in addition to any other provisions of this Agreement that state survival after termination or expiration of this Agreement, and notwithstanding expiration, completion or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement that, by their nature, shall survive such completion or termination, including without limitation provisions relating to warranties, governing law and jurisdiction, and confidentiality.

**17. Governing Law and Jurisdiction**

17.1 This Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of Florida without giving effect to its conflicts of law rules. Any dispute related to, arising out of, or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in Hillsborough County, Florida and the United States District Court for the Middle District of Florida. In the event of legal proceedings arising out of or relating to this Agreement, the prevailing Party, as determined by the court, shall be entitled to recover, from the non-prevailing Party, reasonable costs suffered or incurred in connection with such proceedings including, but not limited to, court fees, attorneys' fees, expenses and costs of investigation and court.

17.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, SELLER AND BUYER EACH WAIVE ANY RIGHTS WHICH EITHER MAY HAVE TO TRIAL BEFORE A JURY OF

ANY DISPUTE ARISING FROM, OR RELATED TO, THIS AGREEMENT. SELLER AND BUYER FURTHER STIPULATE AND CONSENT THAT ANY SUCH LITIGATION BEFORE A COURT OF COMPETENT JURISDICTION SHALL BE NON-JURY.

**18. Miscellaneous**

18.1 The Proposal shall be firm for the period shown on the face of the Proposal, subject to withdrawal or change by the Seller upon notice at any time prior to Buyer's acceptance. Notwithstanding the foregoing, the Seller shall have the right to amend the price of the Products to reflect current conditions that affect the price, including increase in raw material prices, and tariffs that had not been imposed at the time this Agreement was submitted to Buyer.

18.2 In providing the Products, Seller shall be deemed to be an independent contractor and its personnel and representatives shall not act as nor be Buyer's agents or employees. Seller shall have complete charge and responsibility for personnel employed or engaged by Seller.

18.3 Buyer may not assign any of its rights or obligations under this Agreement, including by purchase, merger or operation of law, without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed. Seller may assign this Agreement to any of its affiliates or any successor of all or substantially all of its business. Any attempted assignment or transfer in violation of this sub-Section 18.4 shall be null and void.

18.4 If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the remaining terms of this Agreement shall in no way be affected or impaired.

**Buyer Acceptance**

\_\_\_\_\_  
Signed Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date

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## Addendum to General Terms and Conditions – Software License

The following terms supplement and modify the General Terms and Conditions as they apply to Seller's provision of control system integration and programming as more particularly described in this Addendum and the Proposal. Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the General Terms and Conditions.

### 1. License Grant and Ownership

1.1 Seller hereby grants to Buyer a worldwide, perpetual, non - exclusive, non - transferable license to all Software for its use in connection with the establishment, use, maintenance and modification of the control system implemented by Seller. The term "Software" for the purposes of this Software License shall refer to all source code, executable object code, and the patches, scripts, modifications, enhancements, designs, concepts or other materials that constitute the software programs necessary for the proper function and operation of the control system as delivered by Seller and accepted by Buyer.

1.2 Except as expressly set forth in this paragraph, Seller shall at all times own all intellectual property rights to the Software. Any and all licenses, product warranties or service contracts provided by third parties in connection with the Software or control system in which such Software is implemented shall be delivered to Buyer for the sole benefit of Buyer.

1.3 Buyer may supply to Seller or allow Seller to use certain proprietary information, including service marks, logos, graphics, software, documents and business information and plans that have been authored or pre-owned by Buyer. All such intellectual property shall remain the exclusive property of Buyer and shall not be used by Seller for any purposes other than those associated with delivery of the control system.

### 2. Copies, Modification and Use

2.1 Buyer may make copies of the Software solely for archival purposes and as required for modifications to the control system in which such Software is implemented. All copies and distribution of the Software shall remain within the direct control of Buyer and its representatives.

2.2 Buyer may make modifications to the source code version of the Software, if and only if the results of all such modifications are applied solely to the control system in which the Software is implemented. In no way does this Software License confer any right in Buyer to license, sublicense, sell, or otherwise authorize the use or distribution of the Software, whether in executable form, source code or otherwise, by any third parties, except in connection with the use of the control system for Buyer's internal business needs.

2.3 All express or implied warranties relating to the Software shall be deemed null and void in case of any modification to the Software made by any party other than Seller or Seller's authorized personnel.

### 3. Warranties and Representations

3.1 the Software and all intellectual property therein, are original to Seller or its third party licensors; and

3.2 the Software, as delivered by Seller as part of the control system, will not infringe or otherwise violate the intellectual property rights of any third party.

### 4. Indemnification

4.1 Seller hereby indemnifies and shall defend and hold harmless Buyer, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any third party claims that the Software as delivered by Seller or any intellectual property therein infringes or otherwise violates any rights of any such third party. In no event will Seller have any obligations under this provision in the event such infringement results from (i) use of the Software or control system in which it is implemented in violation of this Software License, (ii) modification or alteration of the Software or the control system in which it is implemented by someone other than Seller or Seller's authorized personnel, (iii) content or specifications provided by Buyer, or (iv) use of the Software or control system in which it is implemented in combination with any other software, hardware, services or other materials other than as provided by Seller or authorized in the applicable manufacturer specifications.

4.2 Buyer hereby indemnifies and shall defend and hold harmless Seller, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and third party licensors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any third party claims that Buyer's use of the Software in contravention of the grant of rights in this Software License infringes or otherwise violates any rights of any such third party.

4.3 Upon the assertion of any claim or the commencement of any suit or proceeding against an indemnitee by any third party that may give rise to liability of an indemnitor hereunder, the indemnitee shall promptly notify the indemnitor of the existence of such a claim and shall give the indemnitor reasonable opportunity to defend and to settle the claim at its own expense and with counsel of its own selection. The indemnitee shall cooperate with the indemnitor, shall at all times have the full right to participate in such a defense at its own expense and shall not be obligated, against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business.

### 5. Term and Termination

This Software License will automatically terminate upon the disassembly of the control system in which the Software is implemented, unless the control system is reassembled in its original configuration in another location. Seller may terminate this Software License upon notice for Buyer's failure to comply with any of the terms set forth in this Software License. Upon termination, Buyer is obligated to immediately destroy the Software, including all copies and modifications.

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## Addendum to General Terms and Conditions - Support and Maintenance Services

The following terms supplement and modify the General Terms and Conditions as they apply to Seller's provision of support and maintenance services as more particularly described in this Addendum and the Support and Maintenance Services Description (collectively, the "Services"). Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the General Terms and Conditions.

### 1. Definitions

This Addendum contains defined terms and acronyms. The following definitions shall apply:

"Help Desk" means Seller's 24x7 global help desk as described in the Support and Maintenance Services Description and this Addendum;

"In-Warranty Hardware" means the covered equipment has an active, Manufacturer or third-party sponsored warranty program that can be exercised by the Buyer or by the Seller on behalf of the Buyer;

"Manufacturer" means an entity that produces hardware and / or software;

"Out-of-Warranty Hardware" means the covered equipment does not have an active, Manufacturer or third-party sponsored warranty program that can be exercised by the Buyer or by the Seller on behalf of the Buyer;

"Software Options" means optional functionality or features of software that may be selected at the time of purchase or later, and for which separate charges are assessed;

"Software Update" means software for which the Manufacturer has provided fixes or minor revisions to correct errors or defects in the existing operation of the software in accordance with the published product specifications, and which is limited to those updates that the Manufacturer generally provides to its customers at no charge. Software Updates do not include Software Upgrades or Software Options;

"Software Upgrade" means new releases of the software which contains enhancements improving the functionality or capabilities of the software, which Manufacturer may make available to its customers. Software Upgrades do not include Software Options; and

"Support and Maintenance Services Description" means that portion of the Proposal detailing the Services being purchased by Buyer.

### 2. Services Description

The Services purchased by Buyer are detailed in the Support and Maintenance Services Description.

### 3. Services Orders

Following Seller's order confirmation, Buyer agrees to provide a contact name, contact email address, and telephone number at the service location(s). Standard response times and service level agreements are not guaranteed until such information is received by the Help Desk.

Products specifically identified in the proposal will be eligible for Services. If Buyer elects to purchase any additional or optional services or features, additional fee(s) will be invoiced separately with payment terms as specified for such services.

### 4. Services Term

The Services shall commence upon installation project completion or, for Stand-alone

Services, upon Seller's confirmation of Buyer's order, and shall continue for the term specified in the Proposal, unless earlier terminated. Installation projects containing multiple phases or being performed over extended periods may include multiple completion milestones / service commencement dates. The Services shall expire at the conclusion of the term specified in the Proposal, unless earlier terminated. Notwithstanding anything to the contrary in the Terms and Conditions, Seller reserves the right to postpone commencement of the Services, upon written notice to Buyer, in the event of any delays that prevent Seller from commencing the Services on the original commencement date. In such case, Seller will provide a new Services commencement date and the term of the Services will commence as of that date and continue for the term specified in the Proposal, notwithstanding any specific dates contained in the Agreement or any other purchase documents. Invoicing and payment will be adjusted to align with the new commencement date of the Services.

### 5. Services Availability

Help Desk remote support is available on a 24x7 basis.

Unless otherwise noted in the Support and Maintenance Services Description, the Seller's field service technicians are available Monday through Friday from 8 AM to 5 PM local standard time, excluding legal holidays. For Buyers with service locations in the United Arab Emirates, the Seller's field service technicians are available Sunday through Thursday from 8 AM to 5 PM local standard time, excluding legal holidays.

Requirements to provide Services prior to or after the agreed upon hours of support must be agreed to by both Parties in advance and in writing and additional fees may apply.

### 6. Third Party Services

Seller may make third party services available to Buyer. Seller offers no guarantees and assumes no responsibility or liability of any kind with respect to third party services.

### 7. Software Updates, Upgrades, and Options

The Help Desk will assist with the provision of Software Updates, Upgrades, or Options when necessary to resolve a reported issue and when made available by the Buyer or Manufacturer. Depending on Services elected, additional charges may apply for proactive management of Software Updates, Upgrades, or Options and when specialist or onsite support of these activities is requested or required. Seller will not be liable for any issues, damages or disruption arising from a Software Update, Upgrade, or Option released by a third party.

### 8. Replacement Parts

Standard program: In-Warranty Hardware will be eligible for repairs or replacement parts and the use of advanced replacement programs in accordance with the Manufacturer's published warranty program.

Replaced parts will become the property of Seller or the Manufacturer. If replacement activity is performed by Buyer, the replaced parts must be returned per the Seller's

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direction within five (5) business days of receipt of the replacement part; otherwise, Buyer will be invoiced the full list price for the replaced part.

Depending on Services elected, additional charges may apply for onsite support of In-Warranty Hardware parts repair or replacement. Out-of-Warranty Hardware or other parts repair or replacement deemed to be out-of-warranty will be considered billable activity.

Optional program: Buyers who elect an extended hardware warranty as a component of their Services are eligible for repairs or replacement parts for Out-of-Warranty Hardware. The inclusion of this coverage must be incorporated into the Support and Maintenance Services Description and is further described therein.

## 9. Service Level Agreement

Help Desk response: Seller's Help Desk will provide an average speed of answer of sixty (60) seconds for support calls and will respond to new service requests made via email or web portal to its Help Desk within four (4) hours with case assignment notification.

Upon the Help Desk's determination that a dispatch is required, Seller's field service technicians will provide the onsite response aligned to the service level elected in the Support and Maintenance Services Description. The ability to meet this service level may be impacted by the Buyer's room availability, the requirement for replacement parts, and the reliance on a Buyer's third-party.

When a case is opened, the Help Desk will classify the case in accordance with the following incident priority classifications:

Priority 1 – core business or technology functionality unavailable resulting in work stoppage or significant impact to user experience

Priority 2 – a loss in functionality that compromises but does not prevent work completion or have significant impact to user experience

Priority 3 – issue that does not compromise work completion and therefore does not require immediate attention

Priority 4 – issue that can be scheduled such as a maintenance activity or scheduled replacement

## 10. Services Exclusions

Unless otherwise specified in the Support and Maintenance Services Description, Services do not cover any of the following: (i) electrical work and / or in-house cabling; (ii) repair or replacement resulting from natural disaster, fire, accident, neglect, misuse, vandalism, water, corrosion, power surges, unconditioned or fluctuating power, Buyer-provided network, or failure of the installation site to conform to Manufacturer specifications; or resulting from use other than intended purposes; or resulting from use with items not provided or approved by Seller; or resulting from the performance of maintenance or the attempted repair by persons other than Seller's employees or persons authorized by Seller; (iii) repair or replacement excluded by or no longer covered by the Manufacturer's repair and replacement program; (iv) furnishing supplies or accessories including consumables such as projection lamps, bulbs, filters, fuses, batteries and the labor to replace these items; (v) relocation services, or the addition or removal of items from or to other devices not furnished by Seller; (vi) damage to displays caused by screen burnout or image "burn-in"; and (vii) Services in connection with computer viruses or conflicts involving software that is not installed or introduced by Seller including coverage for Buyer-furnished product unless specifically listed as covered product.

Any modifications and / or additions made without Seller's prior written approval are at Buyer's sole risk and expense. If, in Seller's reasonable discretion, such modifications and / or additions cause defects, disruptions and / or malfunction, and Buyer requests Seller's assistance to correct the issue, Seller's assistance will be billable at Seller's then-current time and material rates.

## 11. Charges and Payment Terms

Unless otherwise specified in the Proposal, payment terms are net 30 days from Buyer's receipt of invoice. Unless otherwise specified in the Proposal, Stand-alone Services will be billed upon Seller's confirmation of Buyer's order. Any services provided that are not included in the Services will be billable as incurred.

## 12. Termination

Seller may immediately terminate the Services upon written notice in whole or in part for cause if any person other than a Seller employee or designated service representative alters covered equipment rendering it unsafe.

In the event of Buyer's early termination for cause, a pro-rated refund will be issued to the Buyer for the unused term of Services, except Buyer shall remain liable for (i) all non-refundable third-party fees incurred by Seller for prepaid expenses and (ii) all services performed during Services term. Services may not be terminated for convenience.

Seller reserves the right to terminate or modify available Services at any time in its sole discretion; provided, however, that any such termination or modifications will not affect any Services already ordered by Buyer and confirmed by Seller prior to such termination or modifications except as mutually agreed by both Parties.

## 13. Buyer Obligations

(a) Buyer shall provide Seller with all information, cooperation and access that Seller reasonably requests for remote diagnosis of the reported issue. Parts replacement and onsite service may not become available until the Help Desk is provided the appropriate information or support to diagnose the issue.

(b) If applicable, Buyer shall provide Seller personnel with timely access to service location and adequate working space at no charge to Seller.

(c) Buyer shall provide Seller's onsite managed services personnel with adequate working conditions that comply with all applicable labor, safety and health laws and regulations.

(d) Buyer will provide the necessary utility services for use in accordance with the Manufacturer's applicable published specifications.

(e) Buyer will be responsible for payment of parts and services provided by Seller that are not covered by the Services. Seller will obtain Buyer's written consent prior to providing the parts and / or services, which will be billable at Seller's then-current time and material rates.

(f) Seller strongly recommends that Buyer install and use a current, reputable anti-virus program in connection with any PC-based, open-architecture product, and that Buyer regularly updates and runs such anti-virus program, especially in connection with the emergence of any new viruses.

(g) Buyer is solely responsible for backing up its data. Seller will not under any circumstances have a duty to back up Buyer's data or to restore data that is lost in the course of Seller's provision of Services, or otherwise. Seller will not be liable for the

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loss of Buyer's data, whatever the reason for the loss, including without limitation as a result of Seller's negligence. The preceding limitation applies to any cause of action, whether based in contract, tort, or any other theory.

**14. Solicitation**

At no time during the term of the Services or for one (1) year thereafter, will Buyer directly or indirectly offer employment to any Seller employees who performs Services on behalf of Seller without Seller's express prior written consent. In the event that Buyer is in breach of this provision, Seller shall have the right to invoice Buyer, and Buyer agrees to pay, a sum equal to twelve (12) months' salary in respect of the hired individual. The foregoing restrictions shall not apply to solicitation through any general recruitment advertisement in the normal course of business, without specifically targeting or approaching the other Seller's employees.

**15. Warranty and Limitation of Liability**

SELLER WARRANTS FOR NINETY (90) DAYS FROM THE PERFORMANCE OF ANY SERVICES HEREUNDER THAT SUCH SERVICES SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY STANDARDS. SELLER MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. SELLER MAKES NO WARRANTY THAT OPERATION OF THE PRODUCT SERVICED WILL BE UNINTERRUPTED OR ERROR FREE. BUYER MUST PROMPTLY REPORT IN WRITING ANY BREACH OF THIS WARRANTY TO SELLER NO LATER THAN FIFTEEN (15) DAYS AFTER EXPIRATION OF THE ABOVE WARRANTY PERIOD, AND BUYER'S EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF SUCH WARRANTY SHALL BE FOR SELLER TO RE-PERFORM THE SERVICES OR, IF SELLER IS UNABLE TO RE-PERFORM THE SERVICES AS WARRANTED, BUYER SHALL BE ENTITLED TO RECOVER THE PRORATED FEES PAID TO SELLER FOR THE NONCONFORMING SERVICES. SUBJECT TO THE EXCLUSION OF DAMAGES PROVISION CONTAINED IN THE GENERAL TERMS AND CONDITIONS, SELLER'S MAXIMUM LIABILITY FOR ALL OTHER DAMAGES WILL BE LIMITED TO ONE (1) YEAR'S SERVICE CHARGES. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES AND IN SUCH EVENT, THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

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**MYRON F. UMAN**

March 2018

**EDUCATION**B.S.E. E. *cum laude* Princeton University (Electrical Engineering: Plasma Physics) 1961

M.S. University of Illinois (Electrical Engineering) 1962

M.A. Princeton University (Electrical Engineering) 1966

Ph.D. Princeton University (Electrical Engineering and Plasma Physics) 1968

**EMPLOYMENT HISTORY** (summary)

2006-2014      **Science and Technology for Public Policy, LLC**, West Palm Beach, FL. Principal. Applications of science and technology to the development and implementation of public policy, with emphasis on environmental and energy policy:

2005-2006      **Carnegie Mellon University**, Pittsburgh, PA. Adjunct Professor and Senior Advisor to the Washington, DC office, Department of Engineering and Public Policy.

1973-1974; 1975-2004

**National Academy of Sciences**, Washington, DC. Positions of increasing responsibility in the National Research Council (NRC) to Associate Executive Officer (1990-2004). Positions included staff director (1982-86) of the Environmental Studies Board; and executive director (acting) of the Commission on Physical Sciences, Mathematics, and Resources (1989-90). Concurrent positions included executive director (acting) of Commission on Geosciences, Environment and Resources (1997), Policy Division (1998), Commission on Life Sciences (1998-99), Board on Agriculture and Natural Resources (1998-99), Commission on Physical Sciences, Mathematics and Application (1999-2000), and chair, NAS Institutional Review Board (2002-04)

1992-1994      **The Johns Hopkins University**, Baltimore, Maryland. Visiting Scholar for Urban Infrastructure.

1989-1994      **George Mason University**, Fairfax, Virginia. Adjunct Professor. Taught course on *Urban Infrastructure and Social Decision Making*.

1974-1975      **National Science Foundation**, Washington, DC. Program manager, Office of Systems Integration and Analysis, Research Applications Directorate.

1972-1973      **International Business Machines Corporation**, East Fishkill, New York. Research physicist as American Society for Engineering Education/Ford Foundation Resident Fellow.

1968-1974      **University of California**, Davis, California. Assistant professor of electrical engineering; chairman of the faculty of the College of Engineering (1970-1971).

## **PUBLICATIONS**

- Books**      *Introduction to the Physics of Electronics* (1974). Englewood Cliffs, New Jersey: Prentice-Hall, Inc. An introductory college text with solutions manual.
- Acid Deposition* (1986). In *Acid Rain: How Serious and What to Do*. College Park, Maryland: American Association of Physics Teachers.
- Keeping Pace with Science and Technology: Case Studies in Environmental Regulation* (1993) Technical Editor. Washington, DC: National Academies Press.
- Articles**      Technical articles have appeared in *Science*, *Environmental Science & Technology*, *Physics of Fluids*, and elsewhere.
- Reports**      As contributing author and/or technical editor, 20 NRC reports.
- Patent**        Two chamber ion source, #3,924,134 (December, 1975) Rights assigned to the IBM Corporation.

## **HONORS**

- National Wildlife Federation Conservationist of the Year 1983 awarded to National Academy of Sciences and National Academy of Engineering for report *Acid Deposition: Atmospheric Processes in Eastern North America*.
- National Aeronautics and Space Administration Public Service Medal (1988) for "providing outstanding and invaluable technical guidance and oversight to the redesign, qualification, and recertification of the Solid Rocket Booster."
- National Aeronautics and Space Administration Corps of Astronauts' Personal Achievement Award, the *Silver Snoopy* (1989), for improving the safety of manned spaceflight.

## **PUBLIC SERVICE**

- Solid Waste Advisory Committee, Montgomery County, MD (1990-96), chair (1995-96)
- Water Advisory Task Force, City of West Palm Beach, FL (2008-09)
- Water Catchment Area Advisory Committee, City of West Palm Beach, FL (2007- 12)
- Metropolitan Planning Organization Citizens Advisory Committee, Palm Beach County, Florida (2010-2018)



**City of West Palm Beach  
City Commission**

**PASS/FAIL AGENDA**

**January 27, 2020  
5:00 P.M.**

**IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHALL, WITHIN THREE DAYS PRIOR TO ANY PROCEEDING, CONTACT THE CITY CLERK'S OFFICE, 401 CLEMATIS STREET, WEST PALM BEACH, FLORIDA 33401, {(561) 822-1210}**

**MAYOR  
KEITH A. JAMES**

**CITY COMMISSION  
PRESIDENT CHRISTINA LAMBERT**

**COMMISSIONER KELLY SHOAF  
COMMISSIONER RICHARD A. RYLES**

**COMMISSIONER CORY NEERING  
COMMISSIONER JOSEPH A. PEDUZZI**

**ADMINISTRATION  
CITY ADMINISTRATOR, FAYE W. JOHNSON  
CITY ATTORNEY, KIMBERLY ROTHENBURG  
CITY CLERK, HAZELINE CARSON**

**CALL TO ORDER:**

**INVOCATION:**

**PLEDGE OF ALLEGIANCE:**

**CIVILITY AND DECORUM:** The City of West Palm Beach is committed to civility and decorum by its officials, employees and members of the public who attend this meeting. The City Code, Secs. 2-31(8), 2-31(18) and 2-31(22), provides in pertinent part:

- Officials shall be recognized by the Chair and shall not interrupt a speaker.
- Public comment shall be addressed to the City Commission as a whole and not to any individual on the dais or in the audience.
- Displays of anger, rudeness, ridicule, impatience, lack of respect and personal attacks are strictly prohibited.
- Unauthorized remarks from the audience, stamping of feet, whistles, yells and similar demonstrations shall not be permitted.
- Offenders may be removed from the meeting.

**ADDITIONS / DELETIONS / REORGANIZATION OF AGENDA:**

**APPOINTMENTS (1-2):**

1. **City Commission approval is requested for the Mayor's appointment of Sarah Knouse to the Art in Public Places committee for a term of three years (3) to expire December 11, 2022. Ms. Knouse does not live or work within the city limits of West Palm Beach. It is required that the City Commission confirms her appointment. **NOT APPROVED****

**Agenda Cover Memorandum No.: 22750**

2. **Approve the appointments of Khanh Uyen Dang, Traffic Engineer, as the City's representative to the Palm Beach Transportation Planning Agency Technical Advisory Committee (TAC), and Lina Camacho, Sr. Project Engineer, as the City's Alternate member. It is required that these appointments be confirmed by the City Commission. **APPROVED****

**Agenda Cover Memorandum No.: 22772**

**Staff Recommended Motion:**

Approve the appointments.

**Background:**

The Palm Beach County Transportation Planning Agency's (TPA) Technical Advisory Committee (TAC) is made up of technical staff representing the various local governments within Palm Beach County, primarily planners and engineers. The TAC is responsible for reviewing and evaluating transportation-related plans and programs before these items are presented to the TPA Board.

The City of West Palm Beach has two (2) seats at the TPA's TAC, one (1) for the City's

Engineering Department and one (1) for the City's Planning and Zoning Division. Brian Collins previously served as the member for the Engineering's Department seat and Khan Uyen Dang was previously appointed as the alternate. Alex Hansen serves as the member for the City's Planning and Zoning Division.

The City desires to appoint Khanh Uyen Dang, Traffic Engineer, as the City's representative to the TAC and appoint Lina Camacho, Sr. Project Engineer, as the City's alternate member to the TAC.

Khanh Uyen Dang was recently elected as Chair of the TAC in the December 4, 2019 regular TAC meeting.

The City's appointments of Khan Uyen Dang and Lina Camacho to the TAC will be forwarded to the TPA Board for their information.

**Fiscal Note:**

No fiscal impact.

**COMMENTS BY THE MAYOR AND CITY COMMISSIONERS**

**CONSENT CALENDAR (3-10): ALL CONSENT ITEMS (3-10) APPROVED**

- 3. Minutes of the Regular City Commission Meeting of January 13, 2020.  
Agenda Cover Memorandum No.: 22773**

**Staff Recommended Motion:**

Approve the Minutes of the Regular City Commission Meeting of January 13, 2020.

- 4. Resolution No. 423-19 authorizing the assessment of city liens in the total amount of \$28,770 for unpaid water service, sewer service, and stormwater service charges for the month of October 2019.**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PALM BEACH, FLORIDA, APPROVING AND AUTHORIZING AN ASSESSMENT OF CITY LIENS FOR UNPAID WATER SERVICE, SEWER SERVICE, AND STORMWATER SERVICE; PROVIDING THAT SAID LIENS SHALL BE PRIOR IN DIGNITY TO ALL OTHER LIENS AGAINST THE ASSESSED PROPERTIES, SAVE AND EXCEPT A LIEN FOR TAXES; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**Agenda Cover Memorandum No.: 22774**

**Staff Recommended Motion:**

Approve Resolution No. 423-19.

IN THE CIRCUIT COURT OF  
THE FIFTEENTH JUDICIAL  
CIRCUIT, IN AND FOR PALM  
BEACH COUNTY, FLORIDA

CIVIL DIVISION

CASE NO.

CITY OF WEST PALM BEACH,  
a Florida municipal corporation,

Plaintiff

v.

PALM BEACH TRANSPORTATION  
PLANNING AGENCY,  
an independent government agency,

Defendant.

\_\_\_\_\_ /

**CITY’S COMPLAINT FOR DECLARATORY JUDGMENT  
AND INJUNCTIVE RELIEF**

COMES NOW the Plaintiff, the CITY OF WEST PALM BEACH, a Florida municipal corporation (the “City”), by and through undersigned counsel, files this Complaint for Declaratory Judgment and Injunctive Relief against the Defendant, PALM BEACH TRANSPORTATION PLANNING AGENCY (“PBTPA”), a Florida independent special district, and states:

**GENERAL ALLEGATIONS**

1. This is an action for declaratory and injunctive relief pursuant to Chapter 86, Florida Statutes.
2. This Court has jurisdiction over this matter pursuant to Sections 86.011 and 86.021, Florida Statutes.
3. Venue is proper in Palm Beach County, Florida, because both parties transact business within Palm Beach County, their principal offices are located within Palm Beach County and the dispute arose from actions occurring in Palm Beach County.

4. All conditions precedent to the maintenance of this action have occurred, have been performed, or have been waived.

5. The City is a Florida municipal corporation, organized and existing under the laws of the State of Florida, and located in Palm Beach County, Florida.

6. The PBTPA is an independent special district of the State of Florida, organized and existing pursuant to Sections 163.01 and 339.175 and Chapter 189, Florida Statutes, which develops, in cooperation with the state and public transit operators, transportation plans and programs for Palm Beach County.

7. The PBTPA also serves as a Metropolitan Planning Organization (“MPO”), which is designated for each urbanized area pursuant to federal and state law.

8. According to Section 339.175(2)(b), Florida Statutes, each MPO, such as the PBTPA, must be designated in a manner prescribed by Title 23 of the United States Code and associated federal regulations and operated under the provisions of Section 339.175, Florida Statutes pursuant to an interlocal agreement entered into pursuant to Section 163.01. The signatories to the interlocal agreement shall be the Florida Department of Transportation (“FDOT”) and the governmental entities designated by the Governor for membership on the MPO. Each MPO shall be considered separate from the state or the governing body of a local government that is represented on the governing board of the MPO or is a signatory to the interlocal agreement creating the MPO and shall have the powers and privileges that are provided in Section 163.01, Florida Statutes.

9. The PBTPA currently exists and operates under an Interlocal Agreement for Creation of the Metropolitan Planning Organization dated October 9, 2015. It is separate from all local governments represented on the Governing Board or signatories to the interlocal agreement, including the City.

10. The PBTPA is led by a Governing Board of Directors comprised of 21 voting elected officials appointed by the agencies they represent, including the Palm Beach County Board of County Commissioners, the county's larger municipalities (including the City), the Port of Palm Beach, and one non-voting advisor, the FDOT.

11. According to Section 339.175(5), Florida Statutes, the authority and responsibility of the PBTPA is to manage a continuing, cooperative and comprehensive transportation planning process based upon the prevailing principles provided in Section 334.046(1), Florida Statutes, results in the development of plans and programs which are consistent to the maximum extent feasible, with the approved local government comprehensive plans of the units of local governments within Palm Beach County.

12. According to Section 339.175(7), Florida Statutes, one of PBTPA's obligations is the development of a Long Range Transportation Plan ("LRTP") that addresses at least a 20-year planning horizon. An LRTP must be reviewed and updated at least every 5-years in attainment areas such as Palm Beach County. *See* 23 C.F.R. §450.324(c). The 2045 LRTP is the PBTPA's latest mandatory 5-year update.

13. The PBTPA is required to develop and approve the LRTP in accordance with federal regulations and state law specifying the process required to make funding available for roadway development. *See* 23 C.F.R. §450.324. Among those requirements is "a discussion of types potential ***environmental mitigation activities***<sup>1</sup> and potential areas to carry out these activities, including activities that may have the greatest potential to restore and maintain the environmental functions affected by the metropolitan

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<sup>1</sup> 23 C.F.R. § 450.104 defines "environmental mitigation activities" to mean "strategies, policies, programs and actions that, over time, will serve to avoid, minimize, rectify, reduce or eliminate impacts to environmental resources associated with the implementation of a long-range statewide transportation plan or metropolitan transportation plan.

transportation plan.” (Emphasis added). *See* 23 C.F.R. §450.324(f)(10). Additionally, the PBTPA must provide individuals, affected public agencies, representatives of public transportation employees, public ports, freight shippers, providers of freight transportation services, private providers of transportation, employer-based commuting programs such as carpool program, vanpool program, transit benefit program, parking cashout program, shuttle program or telework program, representatives of users of public transportation, representatives of users of pedestrian walkways and bicycle transportation facilities, representatives of the disabled, and other interested parties ***with a reasonable opportunity to comment on the transportation plan using the participation plan developed under §450.316(a).***<sup>2</sup> *See* 23 C.F.R. §450.324(j) (emphasis added).

14. Additionally, each LRTP must meet the requirements of Section 339.175(7), Florida Statutes. For example, this section requires that the “long-range transportation plan must be consistent, ***to the maximum extent feasible***, with future land use elements and the goals, objectives and policies of the approved local government comprehensive plans of the units of local government located within the jurisdiction of the MPO.” (Emphasis added). Additionally, Section 339.175(7)(d), Florida Statutes requires that the LRTP must “indicate, as appropriate proposed transportation enhancement activities, including, but not limited to, pedestrian and bicycle facilities, scenic easements, landscaping historic preservation, ***mitigation of water pollution due to highway runoff***, and control of outdoor advertising.” (Emphasis added).

15. Projects not included in the LRTP are ineligible for federal funding pursuant to applicable law. *See* 23 U.S.C. §134(j). 49 U.S.C. §5303 also provides for the adoption

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<sup>2</sup> The PBTPA has complied with 23 C.F.R. §450.316 by adopting a Public Participation Plan (“PPP”). The most current version of the PPP is dated 2017.

of Transportation Improvement Programs (“TIPs”) by MPOs. TIPs are a prioritized listing of transportation projects covering a five-year period developed by the MPO as part of the planning process, and must be consistent with the LRTP. TIPs “must be consistent with the metropolitan transportation plan, and [are] required for projects to be eligible for funding under 23 U.S.C. and 49 U.S.C. See 23 C.F.R. §450.104. See also §339.175(8)(c), Fla. Stat. Per FDOT’s MPO Handbook, “The Secretary cannot approve a TIP... that does not come from a currently adopted LRTP, or a TIP that includes projects that have not been properly amended into the LRTP and adopted by the MPO.” MPO Handbook Section 5.5. See also 23 C.F.R. §450.326(i) (each project or project phase included in the TIP shall be consistent with the approved metropolitan transportation plan”). Thus, if a project is not part of the currently adopted LRTP, the FDOT cannot implement this project.

16. Besides the 5-year review and update process, federal regulations allow for amendments to an LRTP. According to 23 C.F.R. §450.104, an “Amendment” is defined as:

...a revision to a long-range statewide or metropolitan transportation plan, TIP or STIP that involves a major change to a project included in a metropolitan transportation plan, TIP, or STIP, *including the addition or deletion of a project* or a major change in project cost, project/project phase initiation dates, or a major change in design concept or design scope (e.g., changing project termini or the number of through traffic lanes or changing the number of stations in the case of fixed guideway transit projects). Changes to project that are included only illustrative purposes do not require an amendment. *An Amendment is a revision that requires public review and comment and a redemonstration of fiscal constraint.* If an amendment involves “non-exempt” projects in nonattainment and maintenance areas, a conformity determination is required.

(Emphasis added). In addition, the FDOT has adopted a guidance document that provides additional direction regarding which thresholds trigger an LRTP amendment. Included in that document as changes requiring an Amendment are “**Adding a new project where no phases are currently listed in the [Cost Feasible Plan of the LRTP].**” (Emphasis added.)

### **FACTUAL ALLEGATIONS**

17. On December 12, 2019, the PBTPA considered the draft 2045 LRTP at a regular meeting. At the meeting, the Board voted to approve several amendments to the draft 2045 LRTP, including the removal of the State Road 7 Extension and Widening Project (“SR 7 Project”). Subsequent to the approval of those amendments, the TPA Governing Board approved the 2045 LRTP, as amended.

18. The SR 7 Project consists of a southern and northern segments. The southern segment is located between Okeechobee Blvd and 60<sup>th</sup> Street and involves the widening a 2-lane highway to 4-lanes. The northern segment is located between 60<sup>th</sup> Street and Northlake Blvd. and involves the construction of a new 4-lane highway.

19. The northern segment of the SR 7 Project is entirely located within the City’s municipal boundaries and is subject to the City’s Comprehensive Plan. Additionally, the northern segment runs alongside Grassy Waters Preserve (“GWP”), which is a 23-square mile natural remnant of the Everglades that is owned by the City. GWP is managed by the City as a natural preserve and a major source of drinking water for the City.

20. The northern segment of the SR 7 Project will adversely impact the environmental integrity of GWP and harm the City’s drinking water.<sup>3</sup> The stormwater drainage from the road project will flow into GWP causing violations of state water quality standards. Construction of the road will adversely impact wetlands and wetland dependent species in GWP, including endangered and listed species such as the Everglades Snail Kite. The proximity of the road risks contamination of the City’s drinking water supply from chemical spills into GWP and the nearby M-Canal. The road will encroach into the GWP

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<sup>3</sup> The City provides drinking water to 110,000 persons within the City, the Towns of Palm Beach and South Palm Beach and unincorporated areas.

flood hazard area raising the potential for adverse flooding impacts to the City's residents.

21. The City has a unique substantial interest in the SR 7 Project by virtue of its Comprehensive Plan, adverse impacts to the environmental integrity of GWP and harm to the City's drinking water supply, that is different from that of the public at large.

22. On December 13, 2019, one of the Board members, who voted in favor of the amendment deleting the SR 7 Project, Vice-Mayor Brinkman, sent an email to the TPA Executive Director, Nick Uhren, requesting reconsideration of the vote on the amendment.

23. According to a memorandum dated January 6, 2020, from the PBTPA General Counsel, Paul Gougelman, Mr. Uhren requested a legal opinion as to whether the PBTPA staff could prepare an agenda item for the February 20 PBTPA Governing Board meeting to add back the State Road 7 Project as an amendment to the adopted 2045 LRTP. In his memorandum, Mr. Gougelman concluded that Mr. Uhren may prepare an agenda with such a proposed amendment.

24. The basis for Mr. Gougelman's opinion is that Rule 7.F of the PBTPA Governing Board's Bylaws permits reconsideration of a prior vote and since reconsideration can only be considered at the next Governing Board meeting, there is no option but to place this item on the February 20 agenda.

25. On February 5, PBTPA Technical Advisory Committee and the Citizen Advisory Committee held meetings and recommended adoption of an amendment to the LRTP adding back the SR 7 Project (the "SR 7 Amendment). On February 6, the PBTPA Bicycle Trailways Pedestrian Advisory Committee held a meeting and recommended adoption of the SR 7 Amendment.

26. On February 20, the PBTPA held a meeting and adopted the SR 7 Amendment.

## I. Procedural Irregularity

27. Reconsideration of the vote to remove the SR 7 Project from the draft 2045 LRTP is not authorized under Rule 7.F of the TPA Governing Board's Bylaws. Specifically, Section 7.F of the PBTPA Governing Board's By-Laws provides in part as follows:

Any Representative who voted on the prevailing side may make a motion for reconsideration at the meeting during which the vote was taken or at the next regularly scheduled meeting, *unless the action for which the vote was taken has been executed by the next regularly scheduled meeting and cannot be undone*. A Representative desiring to request reconsideration of a matter shall advise the Executive Director no less than ten (10) days prior to the meeting. The Executive Director shall endeavor to provide notice of the request to the TPA Governing Board Members prior to the meeting. Any Representative who was not in attendance at the meeting at which the vote was taken shall be deemed to be on the prevailing side, unless the absence was unexcused. A motion to reconsider cannot be renewed if it has been voted on and defeated, except by unanimous consent of those present at the meeting.

28. In accordance with the aforementioned, the vote to amend the draft 2045 LRTP to delete the SR 7 Project could not have been undone at the February 20 meeting because that vote was immediately followed by a vote approving the amended 2045 LRTP. Consequently, the action in question, deletion of the SR 7 Project, could have only been authorized by the PBTPA Governing Board following a meeting in which they directed the Executive Director to process an amendment to the 2045 LRTP.

## II. SR 7 Amendment is improper because there was no redemonstration of "fiscal constraint."

29. According to 23 C.F.R. §450.104, the SR7 Amendment requires a redemonstration of fiscal constraint. "Fiscal constraint" is defined in 23 C.F.R. §450.104 in relevant part as:

...sufficient financial information for demonstrating that projects in the metropolitan transportation plan [LRTP], TIP, and STIP can be

implemented using committed, available or reasonably available revenue sources, with reasonable assurance that the federally supported transportation system is being adequately operated and maintained.

According to the “Fiscal Constraint” section of the 2018 Federal Highway Administration FHWA/FTA LRTP Expectations Letter sent to the PBTPA, any project added to the LRTP must be described in enough detail so that cost estimates may be developed showing how the project will be implemented to enable the FHWA and the FDOT to determine fiscal constraint. The description, at a minimum, must include roadway identification, termini, implementation timeframe and full project costs. Additionally, revenue and cost estimates that support the project must use an inflation rate(s) to reflect “year of expenditure dollars, based on reasonable financial principles and information developed cooperatively by the PBTPA, the State of Florida and any public transportation operator. *See* 23 C.F.R. §450.324(g)(11)(iv). Inflation factors and guidance for converting project costs estimates to year of expenditure dollars are provided in Financial Guidelines for MPO 2040 Long Range Plans.

30. The PBTPA completely failed to “re-demonstrate” the “Fiscal Constraint” of the SR 7 Project. It made no attempt to estimate current full project costs or apply inflation factors as required by federal law. Instead, during the advisory committee and Governing Board meetings, PBTPA staff recommended using the same cost estimates that were used, when the SR 7 Project was part of the LRTP prior to the deletion of this project by the PBTPA Governing Board. However, PBTPA’s recommendation was not accurately implemented in the SR 7 Amendment. The project cost estimates for the SR 7 Project contained in the prior LRTP was \$20,357,000 for the southern segment of the SR 7 Project and \$54,790,000 for the northern segment of the SR 7 Project. With regard to the SR 7 Amendment, while the project cost estimate for the southern segment of the SR 7 Project

remained \$20,357,000, the project cost estimate for the northern segment changed to \$53,135,000. No explanation was given for the difference.

31. Even if the SR 7 Amendment had used the exact pre-December 12 project cost estimates, this would have still have fallen far short of re-demonstrating “Fiscal Constraint,” as required by federal law. The pre-December 12 project cost estimates were developed over 15 years ago, when the SR 7 Project was first added to the LRTP. Clearly, significant changes have occurred such as inflation that would have required a re-examination of these costs.

32. Additionally, PBTPA’s failure to re-demonstrate the Fiscal Constraint of the SR 7 Project is exemplified by what occurred at the advisory committee meetings on February 5 and 6 and the Governing Board’s meeting on February 20. During these meetings, the FDOT presented two separate cost estimates that differed from the cost estimates contained in the pre-December 12 LRTP and the cost estimates contained in the SR 7 Amendment. At these meetings, the FDOT representative indicated that their cost estimates represented the most up to date project costs. However, the PBTPA disregarded this information and elected to go with cost estimates that FDOT admitted were no longer accurate.

33. Further, at these meetings, FDOT admitted that it was in the process of re-designing the SR 7 Project because the current version was not permissible by the regulatory agencies.<sup>4</sup> Additionally, FDOT admitted that the redesign would result in costs different from the cost estimates eventually approved by the PBTPA as part of the SR 7 Amendment, but FDOT was unable to offer any opinion as to the new cost estimates.

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<sup>4</sup> FDOT withdrew the State Environmental Resource Permit for this project on July 19, 2019 in order to address these regulatory issues.

However, the City presented an engineering analysis prepared by its own transportation engineers stating that to comply with the applicable permitting requirements the costs for the northern segment of the SR 7 Project would be \$117,837,908 rather than the \$53,135,000 contained in the SR 7 Amendment. Despite evidence that current costs for the northern segment of the SR 7 Project had more than doubled, the PBTPA still refused to make any effort to re-demonstrate the Fiscal Constraint for the Project.

**III. SR 7 Amendment is improper because there was no meaningful public review and comment.**

34. According to 23 C.F.R. §450.104, the SR7 Amendment requires public review and comment. “Public review and comment” for an LRTP is governed by 23 C.F.R. §450.324(k), which provides as follows:

The MPO(s) shall provide individuals, affected public agencies, representatives of public transportation employees, public ports, freight shippers, providers of freight transportation services, private providers of transportation (including intercity bus operators, employer-based commuting programs, such as carpool program, vanpool program, transit benefit program, parking cashout program, shuttle program, or telework program), representatives of users of public transportation, representatives of users of pedestrian walkways and bicycle transportation facilities, representatives of the disabled and other interested persons *with a reasonable opportunity to comment on the transportation plan using the participation plan developed under §450.316(a)*.

(Emphasis added). The PPP adopted by the PBTPA contains specific requirements with regard to public participation and comment concerning LRTP Amendments. Per the PPP, LRTP Amendments require recommendations by the PBTPA Technical Advisory Committee, Citizens Advisory Committee and Bicycle-Trailways-Pedestrian Advisory Committee and adoption by the Governing Board on a roll call vote, and a public and review comment period of 14 days. Further, the PPP requires that the PBTPA provide notice and opportunities for public understanding by making available the proposed Amendment and all required supporting documents.

35. In this case, while the PBTPA did make the proposed SR 7 Amendment available to the public for comment and review by the advisory committees, it failed to provide a vital piece of information necessary for public understanding of the Amendment. The missing piece of information was the redemonstration of fiscal constraint. As previously mentioned, the PBTPA did not prepare a redemonstration of fiscal constraint in connection with SR 7 Amendment. Thus, neither the public nor the advisory committees had a complete understanding of the implications of PBTPA's proposed action. Without this vital piece of information, public understanding of this project was inadequate and thus the public review and comment was insufficient.

**IV. SR 7 Amendment is improper because it is not consistent to the “maximum extent feasible” with the City’s Comprehensive Plan.**

36. The SR 7 Amendment is improper because it is not consistent to the “maximum extent feasible” with the City’s Comprehensive Plan, a requirement of state law.

37. Section 339.175(5), Florida Statutes *requires*, that “an *M.P.O. is to manage a continuing, cooperative, and comprehensive transportation planning process* that, based upon the prevailing principles provided in s. 334.046(1), results in the development of plans and programs *which are consistent, to the maximum extent feasible, with the approved local government comprehensive plans of the units of local government* the boundaries of which are within the metropolitan area of the M.P.O.” (Emphasis added).

38. Section 339.175(7), Florida Statutes further provides: “*The long-range transportation plan must be consistent, to the maximum extent feasible, with future land use elements and the goals, objectives, and policies of the approved local government comprehensive plans* of the units of local government located within the jurisdiction of the M.P.O.” (Emphasis added).

39. As indicated above, the City supplies water to 110,000 of its citizens, the Town of Palm Beach, the Town of South Palm Beach, and many unincorporated areas. The “living breathing heart” of the City’s water supply system is GWP, an area that will be adversely affected by the SR 7 Project approved by the SR 7 Amendment.

40. To preserve the City’s water supply, the City has provisions pertaining to GWP in the Future Land Use Element of its Comprehensive Plan. One of these is Policy 1.7.5 of the Future Land Use Element. This Policy creates a special impact zone around GWP known as the “Water Catchment Area Special Impact Zone” and prohibits land use and environmental incompatibilities within the City’s municipal boundaries within 450 feet of this special impact zone. The northern segment of the SR 7 Project is located within the City’s municipal boundaries and the proposed roadway will be within 450 feet of the boundary of Water Catchment Area Special Impact Area. Based on information provided by City at the Governing Board’s February 20 meeting, it is clear that this portion of the SR 7 Project is incompatible with GWP and would thus be prohibited.

41. However, in adopting the SR 7 Amendment, the PBTPA did not credit this provision of the City’s Comprehensive Plan. Nor did the PBTPA otherwise demonstrate that the SR 7 Amendment is consistent to the maximum extent feasible with the City’s long-range Comprehensive Plan (or its Comprehensive Plan in any capacity). On the contrary, the information presented to the Governing Board proves that the SR 7 Amendment is in fact inconsistent with the City’s Comprehensive Plan.

**V. SR 7 Amendment was improper because the PBTPA failed to consider “environmental mitigation activities,” “natural resources, environmental protection conservation,” and “mitigation of water pollution due to highway runoff.”**

42. The SR 7 Amendment is improper because it failed to comply with federal regulations and state law that require consideration of “environmental mitigation

activities,” “natural resources, environmental protection, conservation,” and “mitigation of water pollution due to highway runoff.”

43. “Environmental mitigation activities” means “strategies, policies, programs, and actions that, over time, will serve to avoid, minimize, rectify, reduce or eliminate impacts to environmental resources associated with the implementation of a long-range statewide transportation plan or metropolitan transportation plan.” 23 C.F.R. §450.104.

44. For a metropolitan long range transportation plan, such as the LRTP, 23 C.F.R. §450.324(f)(10) *requires*: “***A discussion of types of potential environmental mitigation activities*** and potential areas to carry out these activities, including activities that may have the greatest potential to restore and maintain the environmental functions affected by the metropolitan transportation plan. The discussion may focus on policies, programs, or strategies, rather than at the project level.” (Emphasis added).

45. Also, in adopting a LRTP, an MPO, like the PBTPA, “***shall consult***, as appropriate, with State and ***local agencies responsible for land use management, natural resources, environmental protection, conservation, and historic preservation concerning the development of the transportation plan.***” See 23 C.F.R. §450.324(g) (Emphasis added).

46. Further, Section 339.175(7)(d) *requires* the following: “***The long-range transportation plan must, at a minimum:***... (d) ***Indicate***, as appropriate, proposed transportation enhancement activities, including, but not limited to, pedestrian and bicycle facilities, scenic easements, landscaping, historic preservation, ***mitigation of water pollution due to highway runoff***, and control of outdoor advertising.” (Emphasis added).

47. In adopting the SR 7 Amendment, the PBTPA failed to follow these

aforementioned requirements, ignoring the City's analysis demonstrating that the SR 7 Project would increase nutrient load to GWP causing water quality violations, and that there is a potential for spills of hazardous materials into the City's water system that could reach the City's water system in approximately sixteen hours.

48. The PBTPA also ignored that the SR 7 Project would cause damage and direct impact to 58 acres of wetlands and secondary impacts of 119 acres of wetlands and to GWP. In addition, there are endangered species in GWP whose sanctity the PBTPA did not consider and who could be placed into jeopardy by the SR 7 Project.

**VI. SR 7 Amendment was improper because the PBTPA failed to demonstrate the need for the SR 7 Project.**

49. The PBTPA improperly passed the SR 7 Amendment because the PBTPA failed to demonstrate the need for the proposed SR 7 Project in accordance with federal and state law.

50. 23 C.F.R. §450.324(f),(g) and Section 339.175(7)(c), Florida Statutes, require that a MPO, like the PBTPA, consider the need for a roadway project before approving it.

51. For the SR 7 Amendment, the SR 7 Project does not change the projected traffic density in the area of significance, alleviating any need for the SR 7 Project. Indeed, the area of significance has a volume-to-capacity ratio less than 0.8, which is below Palm Beach County's threshold for requiring improvements. Simply, when traffic density is modeled with or without the SR 7 Project, the modeling results do not justify nor establish the need for the SR 7 Project.

**COUNT I – DECLARATORY JUDGMENT**

52. The City reincorporates the allegations in Paragraphs 1 through 51 of this Complaint as if fully set forth herein.

53. Federal regulations and state law have mandated that the PBTPA, as a MPO, when adding a project to a LRTP by way of an amendment, adhere to certain requisites.

54. One such requisite is adherence to its own by-laws when reconsidering a matter. The PBTPA failed to do so when it reconsidered the SR 7 Project after rejecting it; adding it to the LRTP by way of the SR 7 Amendment in violation of its own by-laws.

55. Further, 23 C.F.R. §450.104 requires a redemonstration of Fiscal Constraint for any LRTP amendment. In adopting the SR 7 Amendment, the PBTPA made no attempt to redemonstrate the Fiscal Constraint of the SR 7 Project. It made no attempt to estimate current full project costs or apply inflation factors as required by federal law. Instead, PBTPA attempted, though inaccurately, to simply re-use the cost estimates previously associated with this project prior to its deletion from the LRTP on December 12, 2019. This cost estimate was over 15-years out-of-date and inconsistent with the current design of the project.

56. Further, 23 C.F.R. §450.104 requires a reasonable opportunity for public comment with regard to any LRTP amendment. The PPP adopted by the PBTPA requires that it provides notice and opportunities for public understanding by making available the proposed Amendment and all required supporting documents. Although the PBTPA made the SR 7 Amendment available to the public, it failed to provide the redemonstration of Fiscal Constraint required by federal law. Thus, the public did not have a complete understanding of the implications of PBTPA's proposed action. Without this vital piece of information, public understanding of this project was inadequate and thus the public review

and comment was inappropriate.

57. Further, Section 339.175(5),(7), Florida Statutes requires that amendments to the LRTP must be “consistent to the maximum extent feasible” with the City’s Comprehensive Plan. In adopting the SR 7 Amendment, the PBTPA presented no proof or otherwise made any showing that the SR 7 Project complied with the City’s Water Catchment Area Special Impact zone requirements or was otherwise consistent to the maximum extent feasible with the City’s Comprehensive Plan.

58. In addition, in adopting an amendment changing a LRTP, the PBTPA is required by both federal and state law to address the “environmental mitigation activities,” “natural resources, environmental protection, conservation,” and “mitigation of water pollution due to highway runoff.” *See* 23 C.F.R. §450.324; §339.175, Fla. Stat. However, in adopting the SR 7 Amendment, the PBTPA failed to follow these aforementioned requirements, ignoring the City’s analysis demonstrating that the SR 7 Project would increase nutrient load to GWP causing water quality violations, and that there is a potential for spills of hazardous materials into the City’s water system that could reach the City’s water system in approximately sixteen hours. The PBTPA also ignored that the SR 7 Project would cause damage and direct impact to 58 acres of wetlands and secondary impacts of 119 acres of wetlands and GWP, and further endanger endangered species in GWP.

59. Moreover, the PBTPA improperly passed the SR 7 Amendment because the PBTPA failed to demonstrate the need for the proposed SR 7 Project in accordance with federal and state law. Specifically, 23 C.F.R. §450.324(f),(g) and Section 339.175(7)(c), Florida Statutes, requires that an MPO, like the PBTPA, consider the need for a roadway project before approving it. However, the SR 7 Project does not change the projected

traffic density in the area of significance. Indeed, the area of significance has a volume-to-capacity ratio less than 0.8, which is below Palm Beach County's threshold for requiring improvements. Simply, when traffic density is modeled with or without the SR 7 Project, the modeling results do not justify nor establish the need for the SR 7 Project.

60. Based on the aforementioned, there is a bona fide, actual, present and practical need for this Court to declare that the SR 7 Amendment failed to comply with applicable federal regulations and state law, is improper as a matter of law, and should not be enforced or the SR 7 Project otherwise carried out.

61. The issuance of a declaratory judgment declaring the impropriety of the SR 7 Amendment is in the public interest because its passage offends both federal and state law and will result in the SR 7 Project, which is inconsistent with the City's Comprehensive Plan and will adversely affect the City's water supply and environmental interests.

WHEREFORE, the City respectfully requests that this Court:

- a) Take jurisdiction over this action for purposes of rendering a declaratory judgment;
- b) Having taken jurisdiction, enter judgment in favor of the City.
- c) Enter an Order declaring that the PBTPA's passage of the SR 7 Amendment failed to comply with applicable federal regulations and state law, as well as the PBTPA's own by-laws, and declaring that the SR 7 Amendment is null and void *ab initio* as a matter of law.
- d) Award City any and all other relief this Court deems necessary, including, without limitation, all costs incurred in obtaining a declaratory judgment in its favor.

**COUNT II – INJUNCTIVE RELIEF**

62. The City reincorporates the allegations in Paragraphs 1 through 61 of this Complaint as if fully set forth herein.

63. “Any person seeking a declaratory judgment may also demand additional, alternative, coercive, subsequent, or supplemental relief in the same action.” §86.011, Fla. Stat.

64. A party may bring an action for a declaratory judgment and, either in conjunction with that action or in a separate action, request further injunctive relief based on the rights determined by that judgment.

65. Based on the allegations in Count I and throughout this Complaint, the City is entitled to a declaratory judgment declaring that the SR 7 Amendment is improper and unenforceable as a matter of law, as it offends federal regulations, state law, and the PBTPA’s own by-laws.

66. Pursuant thereto, the City respectfully requests supplemental relief in the form of an injunction explicitly prohibiting the PBTPA from adopting, implementing or executing the SR 7 Amendment and requiring the striking of the SR 7 Project from the 2045 LRTP.

WHEREFORE, the City respectfully requests that this Court enter an Order enjoining the PBTPA from adopting, implementing or executing the SR 7 Amendment and requiring the PBTPA to strike the SR 7 Project from the 2045 LRTP; and grant such other and further relief as this Court deems proper.

Respectfully submitted,

CITY OF WEST PALM BEACH  
CITY ATTORNEY'S OFFICE  
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## Florida Transportation Plan

### Update

presented to  
Palm Beach TPA Board

presented by  
FDOT District Four

Date: April 2020

**FLORIDA**  
Transportation Plan

Your Florida. Your vision. Your plan.

1

## What is the Florida Transportation Plan and Why Does it Matter?

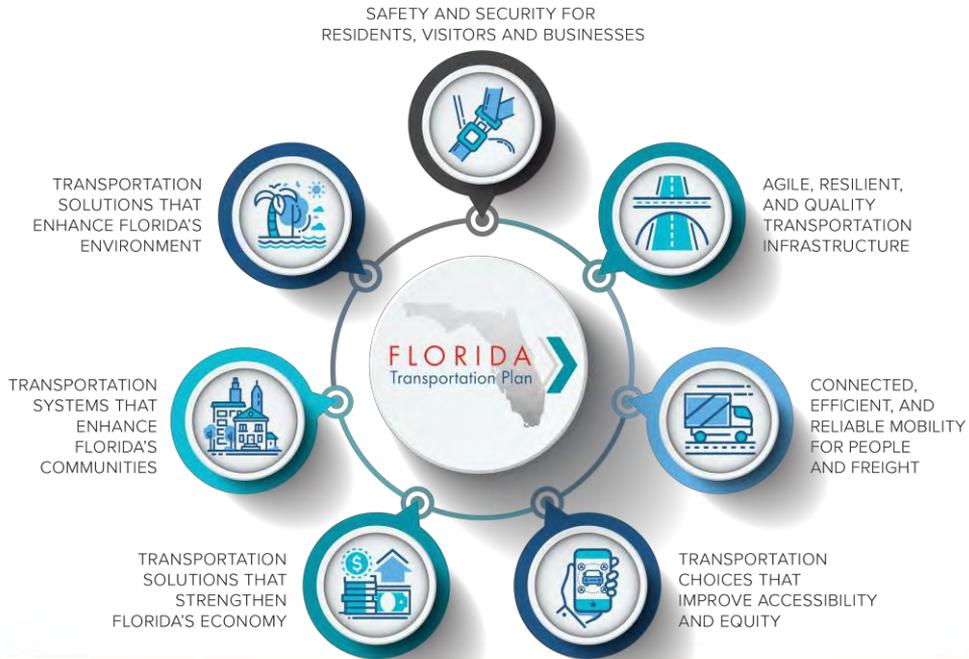
- Florida's long-range transportation plan
- A plan for all of Florida
- Provides framework for transportation decisions and investments
- Guides state, regional, and local transportation decisions and investments
- Draws on other statewide and related partner efforts



**FLORIDA**  
Transportation Plan

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2



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## Cross-Cutting Topics

Technology	Resilience	State/Interregional	Regional/Local
<ul style="list-style-type: none"> <li>Automated, connected, electric, and shared vehicles</li> <li>Transportation system management and operations</li> <li>Big data</li> <li>New materials and processes</li> </ul> 	<ul style="list-style-type: none"> <li>Extreme weather</li> <li>Emergency evacuation and response</li> <li>Sea level rise</li> <li>Flooding</li> <li>Economic and societal changes</li> </ul> 	<ul style="list-style-type: none"> <li>SIS, including modal facilities</li> <li>Trade &amp; logistics</li> <li>Multi-use/multi-modal facilities</li> <li>Global, statewide, and interregional connectivity</li> <li>Florida's economic drivers and industries</li> </ul> 	<ul style="list-style-type: none"> <li>Urbanized, non-urbanized, and rural</li> <li>Congestion relief</li> <li>Land use and community planning</li> <li>Regional visions</li> <li>Environment</li> <li>Economic development</li> </ul> 

4

# Cross-Cutting Topics and Trends - Examples

## Technology

**2,500,000,000,000,000,000**  
(2.5 QUINTILLION)  
BYTES OF DATA  
are expected to be  
generated in 2016  
and the pace is accelerating



E-COMMERCE accounts for  
**64%** of all  
MANUFACTURING  
SHIPMENTS

## Resilience

By mid-century, the Southeast  
is expected to experience up to  
**50 MORE DAYS**  
per year of temperatures exceeding  
**90 DEGREES**

Approximately  
**6 MILLION PEOPLE EVACUATED**  
during Hurricane Irma, THE LARGEST EVACUATION IN U.S. HISTORY

Nearly  
**170 COASTAL COMMUNITIES**  
in the U.S. are projected to experience  
**FLOODING** more than  
**26 TIMES PER YEAR**  
by 2035

## State & Interregional

By 2045  
Florida's rail network  
is projected to carry  
**42% MORE TONNAGE**  
worth more than  
**twice as much**  
as today

By 2045  
Florida's airports are  
projected to carry  
**300%** more freight  
tonnage than today

**WATERBORNE TRADE**  
comprises the majority of the state's total  
trade by value at **55.3%**

## Regional & Local

**20%** of Floridians have a commute time  
**UNDER 15 MINUTES**  
**18%** of Floridians have a commute time of  
**45 MINUTES OR LONGER**

**7%** of households in Florida  
do not own a vehicle  
while another  
**29%** own only  
**ONE VEHICLE**

More trends at: <http://www.floridatransportationplan.com/crosscutting.htm>

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## Sharing our Ideas

- **Poll Everywhere** – multiple ways to access the polls:
  - Visit [www.pollev.com/FTP2045](http://www.pollev.com/FTP2045) from your phone, tablet, or laptop to access the polling questions
  - Text “FTP2045” to 22333 to join the poll and respond to the polls via text message
  - Scan the QR code to the right to go directly to the website
  - Important note: A record of the poll responses will be kept for statutory records retention requirements



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## What trend is the most important to/will have the biggest impact on Florida's transportation future?

- Resilience **A**
- Technology **B**
- Funding/revenue/cost of transportation **C**
- Sustainability **D**
- Demographic shifts/population growth **E**
- Evolving processes and decision making to meet changing demands/opportunities **F**
- New ways to travel (i.e., ride sharing, micromobility) **G**
- Preservation of environment **H**
- Economy **I**
- Safety **J**
- Less need to travel (i.e., e-commerce, telecommuting) **K**

Start the presentation to see live content. Still no live content? Install the app or get help at [PollEv.com/app](http://PollEv.com/app)

7

## In your opinion, what is the greatest challenge for Florida to overcome related to changing technology and our transportation system?

- Regulatory barriers
- Rapid rate of development and adoption of new technologies
- Integrating old/existing and new/emerging technologies in the same system at the same time
- Planning and design challenges
- Data security and privacy

Start the presentation to see live content. Still no live content? Install the app or get help at [PollEv.com/app](http://PollEv.com/app)

8

## What is the top trend or disruptor affecting Florida's transportation system?

- Extreme Heat
- Flooding
- Hurricanes / Extreme Storms
- Poor or Inoperable Infrastructure
- Sea Level Rise
- Storm Surge
- Technology Interruption or Failure

Start the presentation to see live content. Still no live content? Install the app or get help at [PollEv.com/app](https://PollEv.com/app)



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When poll is active, respond at [PollEv.com/ftp2045](https://PollEv.com/ftp2045)  
Text **FTP2045** to **22333** once to join

## What regional or local needs should be considered as we update the FTP?

Start the presentation to see live content. Still no live content? Install the app or get help at [PollEv.com/app](https://PollEv.com/app)

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# How can we best implement the FTP strategies across Florida's varied regions and localities to ensure maximum success in achieving the goals of the FTP?

Start the presentation to see live content. Still no live content? Install the app or get help at [PollEv.com/app](http://PollEv.com/app)

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## Get Involved!

[www.floridatransportationplan.com](http://www.floridatransportationplan.com)

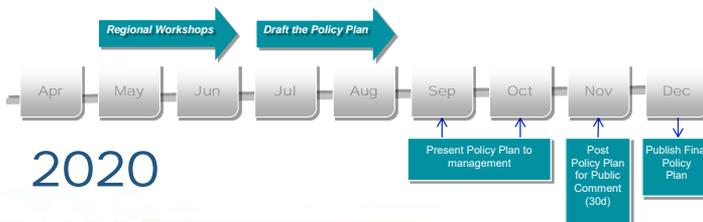
- ✓ Share your ideas through our [values and preferences](#) survey.
- ✓ Respond to our [resilience](#) and [technology](#) surveys.
- ✓ Join us at an [FTP event](#).
- ✓ Request a presentation from FDOT.
- ✓ Provide [general feedback](#).

## What Will We Do With Your Input?

Input is received at meetings, online, through survey, etc.

Provided to the FTP Steering Committee and Subcommittees for review and consideration

Your input is used to shape the plan



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**Florida Department of TRANSPORTATION**

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**Florida Transportation Plan (FTP)**

Home / **Summary**

---

**FTP Overview**

**FTP Update**

[steering Committee](#)  
[ACEES Subcommittee](#)  
[Transportation Subcommittee](#)  
[Critical Pathways](#)  
[Bureaus](#)  
[Research](#)  
[Statewide Programs](#)  
[Regional/Local](#)

**Long Range Planning Section**

**Get Involved**

[Share Your Thoughts & Opinions](#)  
[Join us at an FTP event](#)  
[Review or Submit a New Project](#)  
[Request a Presentation with FDOT](#)  
[Online Feedback Comment Form](#)

**FTP Information Resources**

**Florida Transportation Plan Overview**

The Florida Transportation Plan (FTP) is the state's long-range plan guiding Florida's transportation future. The FTP is a plan for all of Florida – and affects every resident, business, and visitor.

The FTP is important because it not only sets a long-range vision for the future, but it guides transportation decisions today. It considers how we will:

- **Attain our goal of zero fatalities on Florida's transportation system**
- **Provide a more efficient and modes transportation system**
- **Meet the needs of a growing and changing population**
- **Make our economy more competitive**
- **Enhance the quality of life and environment of Florida's communities**
- **Increase opportunities for access to transit and other modes of transportation**
- **Address emerging issues such as the rapid changes in technology**

**FLORIDA TRANSPORTATION PLAN**

.shtml

The Florida Department of Transportation (FDOT) and its partners are updating the FTP and we want you to get involved! As we develop the next FTP, we want to hear from you to understand the transportation issues and concerns that are most important to Floridians.

Click here to share your values and preferences.

[www.floridatransportationplan.com](http://www.floridatransportationplan.com)

# Questions?

CONTACT FOR MORE INFORMATION  
LOIS BUSH

District Four  
Florida Department of Transportation  
lois.bush@dot.state.fl.us  
954-777-4654

# GET INVOLVED!

## WHAT IS IT?

The **Florida Transportation Plan (FTP)** is the state’s long-range plan guiding Florida’s transportation future. The FTP is a plan for all of Florida—and affects every resident, business, and visitor. The FTP goals impact our quality of life and economic prosperity.

The Florida Department of Transportation (FDOT) and its partners are updating the FTP. Share your thoughts with us so we can ensure the FTP reflects the needs of Florida’s communities.

## GOALS



**SAFETY** and **SECURITY**  
for residents, visitors, and businesses



Transportation solutions that  
**STRENGTHEN FLORIDA’S ECONOMY**



**AGILE, RESILIENT,** and **QUALITY**  
Transportation **INFRASTRUCTURE**



Transportation systems that  
**ENHANCE FLORIDA’S COMMUNITIES**



**CONNECTED, EFFICIENT,** and  
**RELIABLE MOBILITY** for people and freight



**TRANSPORTATION CHOICES**  
that improve accessibility and equity

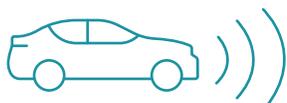


Transportation solutions that  
**ENHANCE FLORIDA’S ENVIRONMENT**

## CROSS-CUTTING TOPICS

### TECHNOLOGY

Will technology change how and when we travel?



### RESILIENCE

How do we prepare our transportation system for, and recover from, weather, environmental, economic, and operational disruptions?



### STATE/ INTERREGIONAL

How do we improve the state’s most strategic transportation systems?



### REGIONAL/ LOCAL

What regional or local needs should we consider?



## YOUR NEIGHBORS ARE SHARING THEIR TRANSPORTATION STORIES



### TELL US YOUR VISION FOR TRANSPORTATION IN FLORIDA.

Help FDOT and its partners update the [Florida Transportation Plan](#). Go to:

<http://www.floridatransportationplan.com/>

- ✓ Take the **10-MINUTE** Values and Preference **SURVEY**
- ✓ **SIGN UP** for Mailing Lists
- ✓ **JOIN** a **SUBCOMMITTEE**
- ✓ **LEARN MORE** by listening to **PODCASTS**, watching **WEBINARS**, or **READING**
- ✓ Provide **YOUR IDEAS** online
- ✓ **REQUEST** a **PRESENTATION** to your organization or group
- ✓ Be on the lookout for **REGIONAL WORKSHOPS COMING IN 2020**





## SR 9/I-95 AT LANTANA ROAD

Palm Beach County, Florida

FPID No.: 413258-1-22-02

ETDM No.: 14338

# PD&E Study



PALM BEACH TPA GOVERNING BOARD

April 16, 2020

1



## About the Study



### Location

- Town of Lantana in Palm Beach County
- SR/ I-95
  - 10-Lane Urban Interstate
  - National Highway System
- Lantana Road from High Ridge Road to Andrew Redding Road
- 4-Lane Urban Principal Arterial
- Palm Beach County Road
- Emergency Evacuation Route from US-1 to I-95

### Project Purpose & Need

- Reduce congestion and improve interchange operations to address traffic spillback onto I-95
- Improve safety conditions by reducing conflicts
- Accommodate future traffic demand
- Improve multimodal (pedestrian and bicycle) Connectivity
- Improve freight access and mobility
- Enhance emergency evacuation

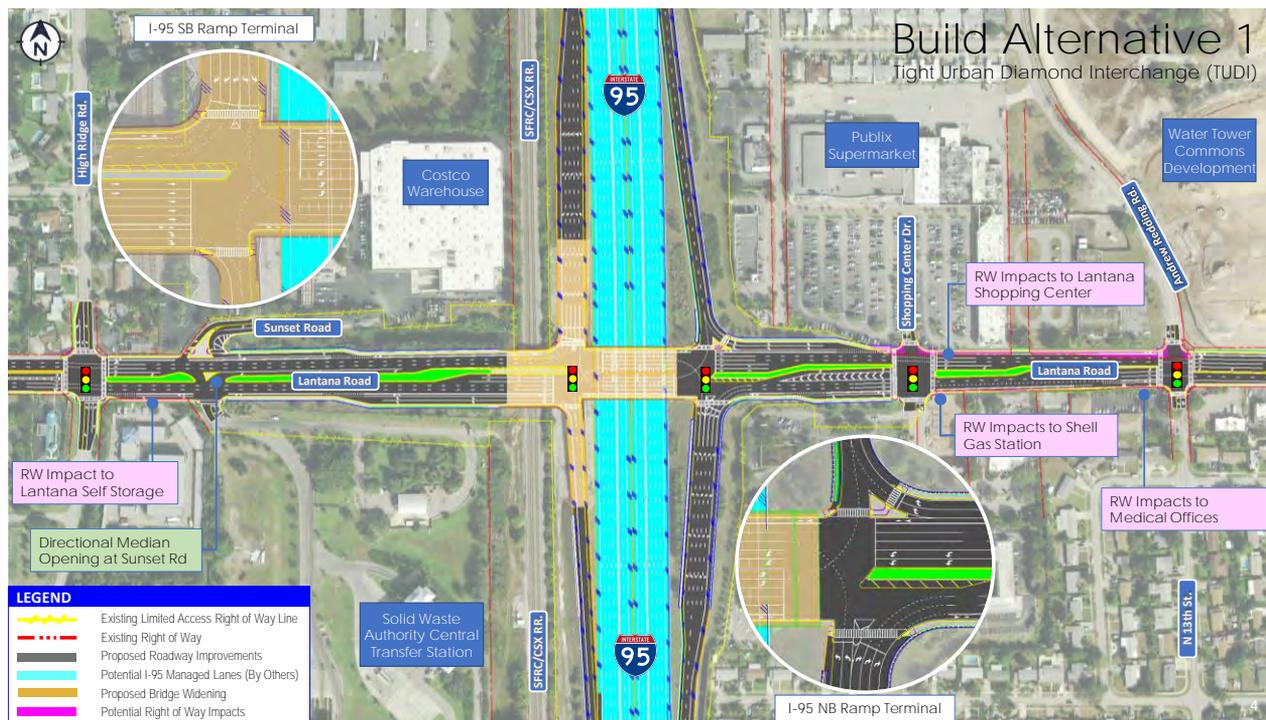
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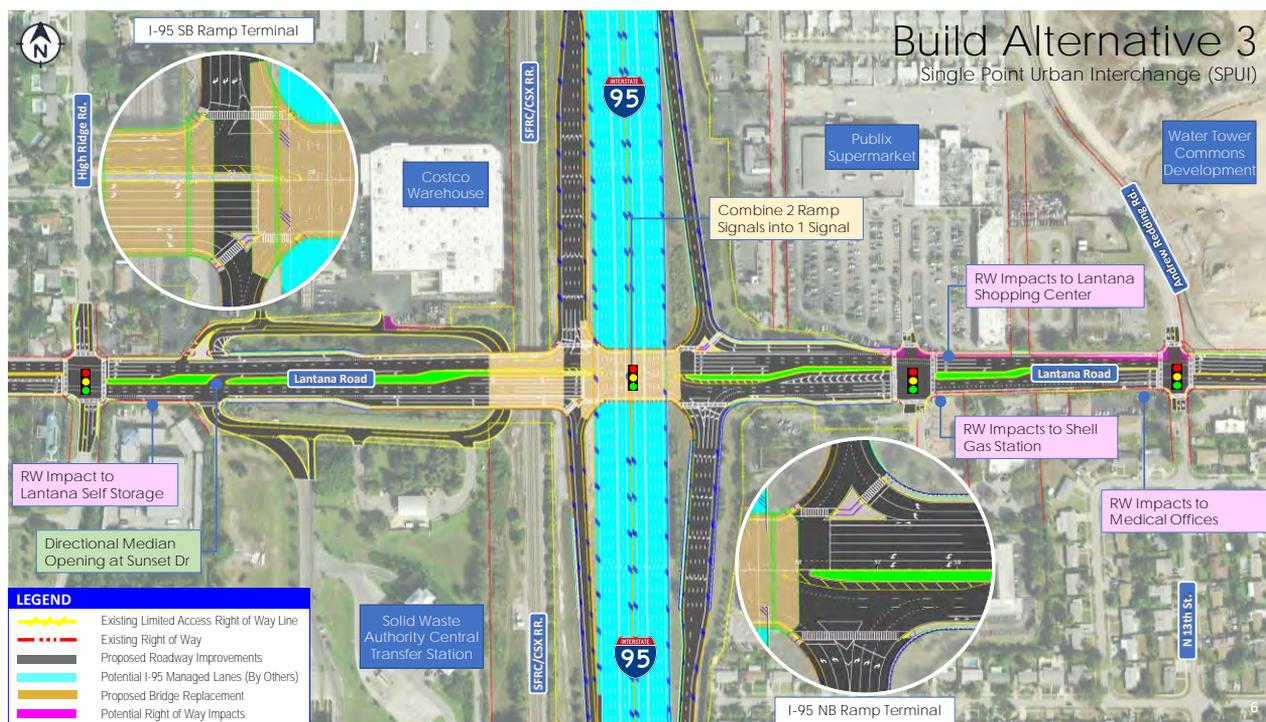
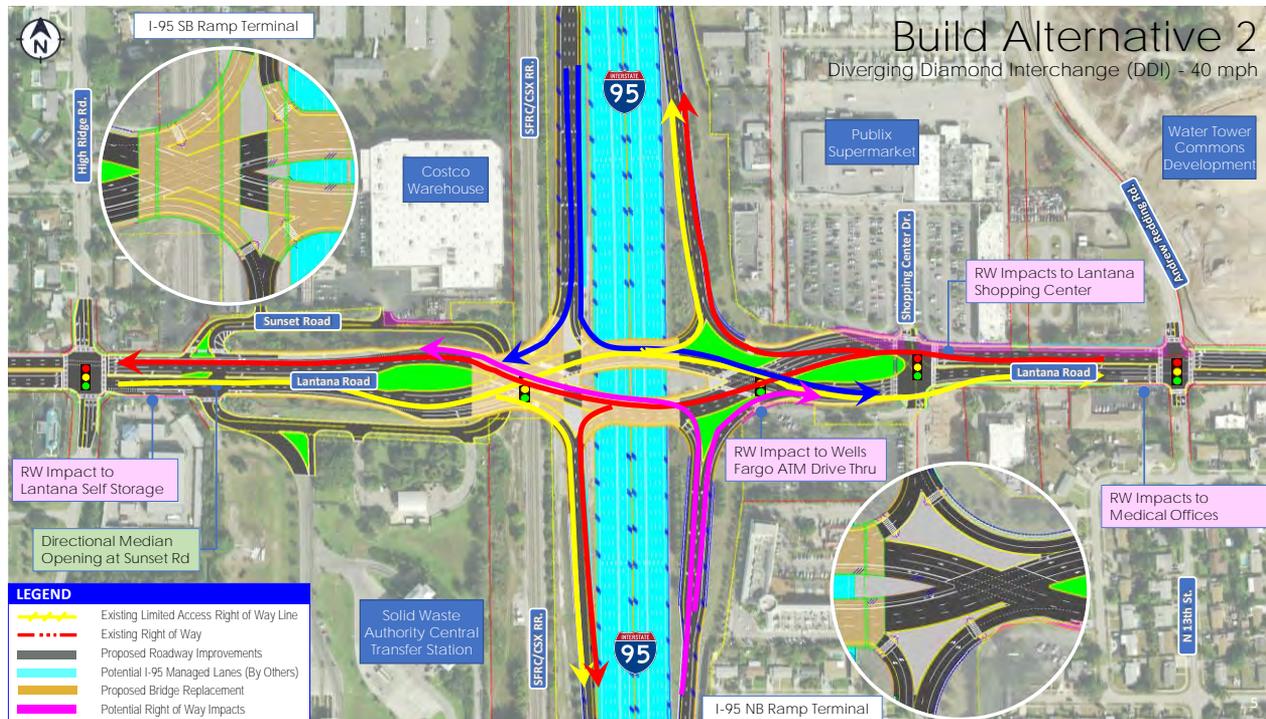
# Alternatives Considered

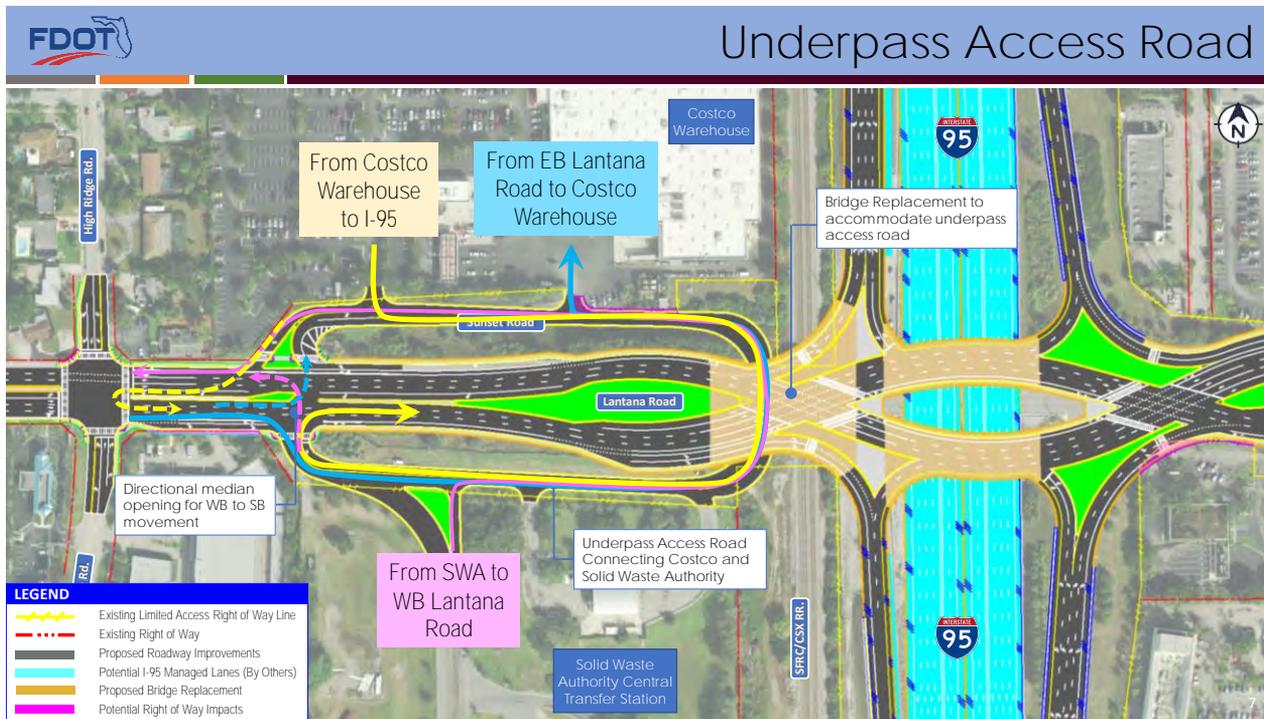
- No-Action Alternative
  - Serves as a baseline for comparison of the Build Alternatives
- Build Alternatives
  - Build Alternative 1 – Tight Urban Diamond Interchange (TUDI)
  - Build Alternative 2 – Diverging Diamond Interchange (DDI)
  - Build Alternative 3 – Single Point Urban Interchange (SPUI)
- All Build Alternatives incorporate Transportation System Management and Operations (TSM&O) improvements
- Utilizes ITS strategies to optimize the performance of existing facility including:
  - ✓ Incident Management CCTV Cameras
  - ✓ Wrong Way Detection Technology
  - ✓ Vehicle Detection System
  - ✓ Dynamic Message Signs on Lantana Road east and west of I-95

3



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**Alternatives Summary**

Performance Criteria	Alternatives Comparison			
	No-Build Alternative	Build Alternative 1	Build Alternative 2	Build Alternative 3
Traffic Operations	Poor	Fair	Best	Good
Safety	Poor	Fair	Best	Good
Pedestrian and Bicycle	Poor	Good	Best	Good
Access Impacts	None	Medium	Low	Low
Aesthetics	None	Low	High	Medium
Environmental	None	Low	Low	Low
Right of Way impacts & Costs	None	\$13.3 Million	\$10.0 Million	\$13.3 Million
Construction Costs	None	\$18.4 Million	\$32.5 Million	\$30.7 Million
Benefit-Cost Ratio	None	0.95	1.49	0.63
Meets Project Objective	No	No	Yes	Yes

Highlighted text shows best Alternative for the performance criteria

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## Preferred Alternative

Build Alternative 2 – Diverging Diamond Interchange recommended as Preferred Alternative

- Provides the highest level of mobility and safety improvements
- Provides the highest benefit-cost ratio i.e. most cost-effective alternative
- Replacement of the Lantana Bridge allows for accommodation of future managed lanes along I-95 without design exceptions for shoulder widths and vertical clearance
- Accommodates underpass road connecting Costco and the Solid Waste Authority which alleviates the safety concerns at the High Ridge Road and Sunset Road intersections
- Facilitates other transportation modes i.e. pedestrian and bicycles within the project limits
- Provides opportunity for additional landscape and aesthetic improvements and has the highest public support



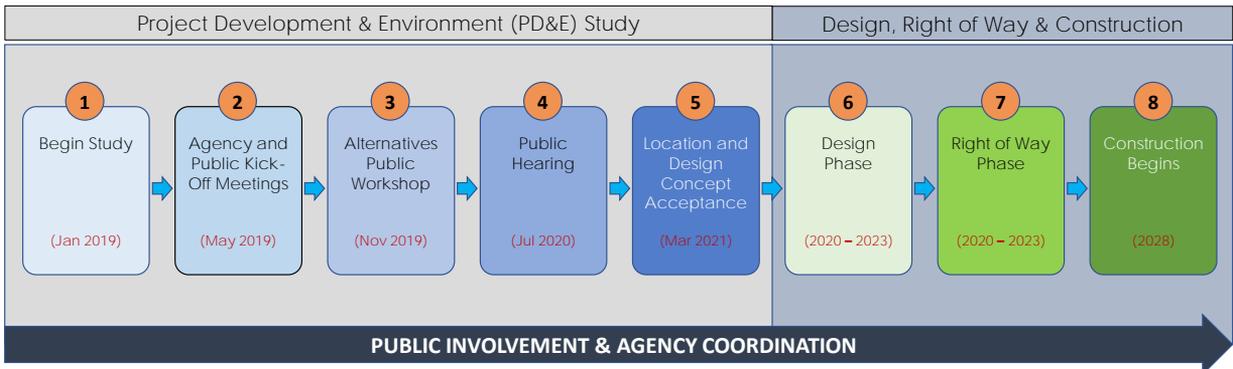
95 SR 9/I-95 at Lantana Road PD&E Study | FPID No.: 413258-1-22-02 | ETDM No.: 14338

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## Funding & Schedule

- Project is identified in the L RTP and TIP with funding for
  - Design in FY 2021 \$ 2,030,000
  - Right of Way in FY 2022 \$ 7,834,916
  - Construction in FY 2029 \$ 21,657,101



95 SR 9/I-95 at Lantana Road PD&E Study | FPID No.: 413258-1-22-02 | ETDM No.: 14338

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## Contact Us

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# PALM BEACH Transportation Planning Agency

## DRAFT UNIFIED PLANNING WORK PROGRAM FY 2021 & FY 2022

Pending Adoption on May 21, 2020

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TPA Chair

#### CFDA Numbers

TBD - Highway Planning and Construction

TBD - Federal Transit Technical Studies Grant  
(Metropolitan Planning)

FAP No. TBD

FM (FPN) No. 439325-3-14-01

FM (FPN) No. 413735-3-14-01

This report was prepared in cooperation with our funding partners including United States Department of Transportation Federal Highway Administration, Federal Transit Administration, Florida Department of Transportation, Florida Commission on Transportation Disadvantaged, Palm Beach County and in coordination with other participating governments.

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status. Persons who require special accommodations under the American with Disabilities Act or translation services, free of charge, or for complaints, questions or concerns about civil rights, please contact: Malissa Booth at 561-725-0813 or email [MBooth@PalmBeachTPA.org](mailto:MBooth@PalmBeachTPA.org). Hearing impaired individuals are requested to telephone the Florida Relay System at #711.



Cost Analysis Certification Placeholder



# Executive Summary

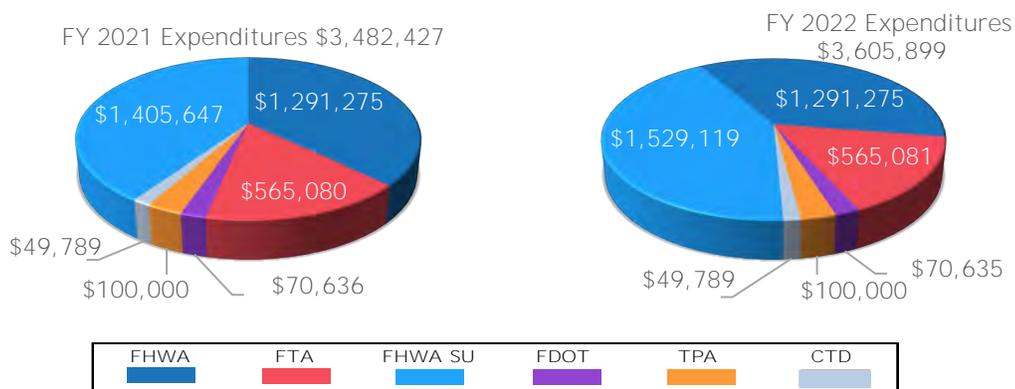
The Palm Beach Metropolitan Planning Organization, doing business as the Palm Beach Transportation Planning Agency (TPA), is responsible for coordinating the transportation planning activities in Palm Beach County for both the incorporated and unincorporated areas. The TPA is part of a larger South Florida urbanized area referred to as the Miami FL Urbanized Area (UZA) that includes the Miami-Dade Transportation Planning Organization (TPO) and the Broward Metropolitan Planning Organization (MPO).

The TPA's foundation for the transportation planning process is based largely on the development of a Long Range Transportation Plan (LRTP) that is updated every five years. The LRTP seeks to accommodate projected transportation demands by allocating anticipated revenues to projects and programs as guided by community values. The LRTP is implemented through adoption of a five-year Transportation Improvement Program (TIP) that is updated annually. The TIP allocates funds to projects by Fiscal Year (FY). The TPA Governing Board adopted the current 2045 LRTP on December 12, 2019 and the FY 2020-2024 TIP on June 20, 2019.

The Unified Planning Work Program (UPWP) is a statement of work identifying the planning activities to be carried out by the TPA and other agencies. The program is guided by the TPA's vision, the goals, objectives and targets set forth in the LRTP, and the federal and state Planning Emphasis Areas (PEAs). The UPWP includes a description of the planning work and resulting products, responsible agencies, schedules, costs and funding sources for the two-year period. Throughout the document, FY 21 refers to the period from July 1, 2020 to June 30, 2021 and FY 22 refers to the period from July 1, 2021 to June 30, 2022.

The TPA receives a majority of planning funds through grants from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). FHWA funds are for surface transportation planning activities and require an 18.07% non-cash match, which is provided by the Florida Department of Transportation (FDOT) in the form of toll revenue expenditures on a statewide basis. FTA funds are designated for transit-supportive planning activities and require a 20% match, of which FDOT contributes 10% in cash and the remaining 10% is an in-kind (soft) match from TPA Governing Board and committee activities. The Florida Commission for Transportation Disadvantaged (CTD) provides funding for the TPA to plan transit service for the transportation disadvantaged. FHWA and FTA planning grant funds not expended in prior fiscal years are carried forward into the current fiscal year. The TPA also receives local funds from the members on the TPA Governing Board for activities and expenses ineligible for grant reimbursement.

The projected expenditures by funding source for FY 2021 and FY 2022 are shown below. Note that the TPA receives approximately \$1.9M in recurring grant funds and also applies funds carried forward from previous fiscal years and/or eligible FHWA surface transportation funds to administer the planning process.



1. FDOT funds shown do not include 18.07% non-cash (soft) match to FHWA funds or 10% local (soft) match to FTA Funds



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## Introduction

The Unified Planning Work Program (UPWP) identifies the Palm Beach Transportation Planning Agency's (TPA) transportation planning activities for the two-year period starting July 1, 2020 through June 30, 2021, using the state of Florida's fiscal year (FY) timeframes. The UPWP is guided by the vision set forth in the adopted TPA's Long Range Transportation Plan (LRTP) and includes a description of planning work and resulting products, responsible agencies, schedules, costs and funding sources. The development of the UPWP included a "call for ideas" on work activities from stakeholders, partners and citizens through the TPA's advisory committees.

The purpose of the TPA is to provide for a Continuing, Comprehensive, and Cooperative (3-C) transportation planning process. Planning tasks are conducted in compliance with Title 23, Sections 134 (Metropolitan Transportation Planning) and Section 135 (Statewide Transportation Planning) and Title 49 Chapter 53 (Public Transportation). All eligible expenses will be reimbursed on an actual cost basis and therefore an indirect rate will not be utilized. The TPA is in an air quality attainment area and does not anticipate completing any non-attainment planning activities.

The Florida Department of Transportation (FDOT) provides a non-cash (soft) match in the form of toll revenue expenditures for the Federal Highway Administration (FHWA) funds on a statewide basis. The soft match amount being utilized to match the FHWA funding in the UPWP is 18.07% of FHWA program funds for a total of \$518,520. Some of the planning activities performed by FDOT in District 4 are shown in Appendix D.

The Federal Transit Administration (FTA) grant provides funding for transit related planning activities at 80% and are matched by FDOT and an in-kind (soft) match from the TPA Governing Board and committee activities at 10% each. The TPA also receives funding from the Florida Commission on Transportation Disadvantaged (CTD) to implement transportation disadvantaged planning activities.

## Continuing

TPA planning activities are ongoing and continuous from previous efforts. The status of ongoing planning activities is highlighted below.

- The TPA performs continuing public engagement activities;
- The current LRTP was adopted by the TPA in December 2019. The TPA monitors and updates the LRTP in coordination with participating agencies, FDOT, Broward Metropolitan Planning Organization (MPO) and Miami-Dade Transportation Planning Organization (TPO) and the South Florida Regional Transportation Authority (SFRTA);
- The TPA assists local government agencies in evaluating, identifying and prioritizing funds for multimodal infrastructure projects that increase safety and access for all users;
- The TPA coordinates with Palm Tran and SFRTA in planning transit services and performing updates to their Transit Development Plans (TDP) in order to select projects for inclusion in the Transportation Improvement Program (TIP);
- The TPA continuously monitors congestion levels on the transportation system and identifies potential projects and strategies for reducing congestion at bottleneck locations;
- The TPA reviews the Strategic Intermodal System (SIS) cost feasible plan for consistency and potential inclusion in the TPA's LRTP and TIP;
- The TPA uses the Efficient Transportation Decision Making (ETDM), Electronic Review Comments (ERC) and Multimodal Checklist processes developed by FDOT to review projects on state facilities and provides comments.



## Comprehensive

The planning activities of the TPA are comprehensive in addressing all modes of transportation and work tasks have been identified to plan roadways, reduce congestion, optimize public transit, increase non-motorized transportation options and provide for efficient freight movement.

## Cooperative

The TPA cooperates with many participating agencies within Palm Beach County (PBC) and on a regional and statewide level to assure seamless transportation within PBC, the region and interregional travel. The following are a list of agencies that the TPA interacts with throughout the year:

- Broward Metropolitan Planning Organization
- Federal Highway Administration
- Federal Transit Administration
- Florida Commission on Transportation Disadvantaged
- Florida Department of Environmental Protection
- Florida Department of Transportation
- Florida Metropolitan Planning Organization Advisory Council
- Indian River County Metropolitan Planning Organization
- Martin County Metropolitan Planning Organization
- Miami-Dade Transportation Planning Organization
- Palm Beach County Department of Airports
- Palm Beach County Department of Environmental Resource Management
- Palm Beach County Engineering Department
- Palm Beach County Health Department
- Palm Beach County Municipalities
- Palm Beach County Parks and Recreation Department
- Palm Beach County Planning Division
- Palm Tran
- Port of Palm Beach District
- Treasure Coast Regional Planning Council
- School District of Palm Beach County
- South Florida Regional Planning Council
- South Florida Regional Transportation Authority
- Southeast Florida Transportation Council
- St. Lucie Transportation Planning Organization



## Planning Area

The TPA is part of the Miami FL UZA/TMA with the primary planning area being the whole of Palm Beach County as identified in Figure 1. For context, a map of the entire Miami UZA/TMA is included in Appendix B.

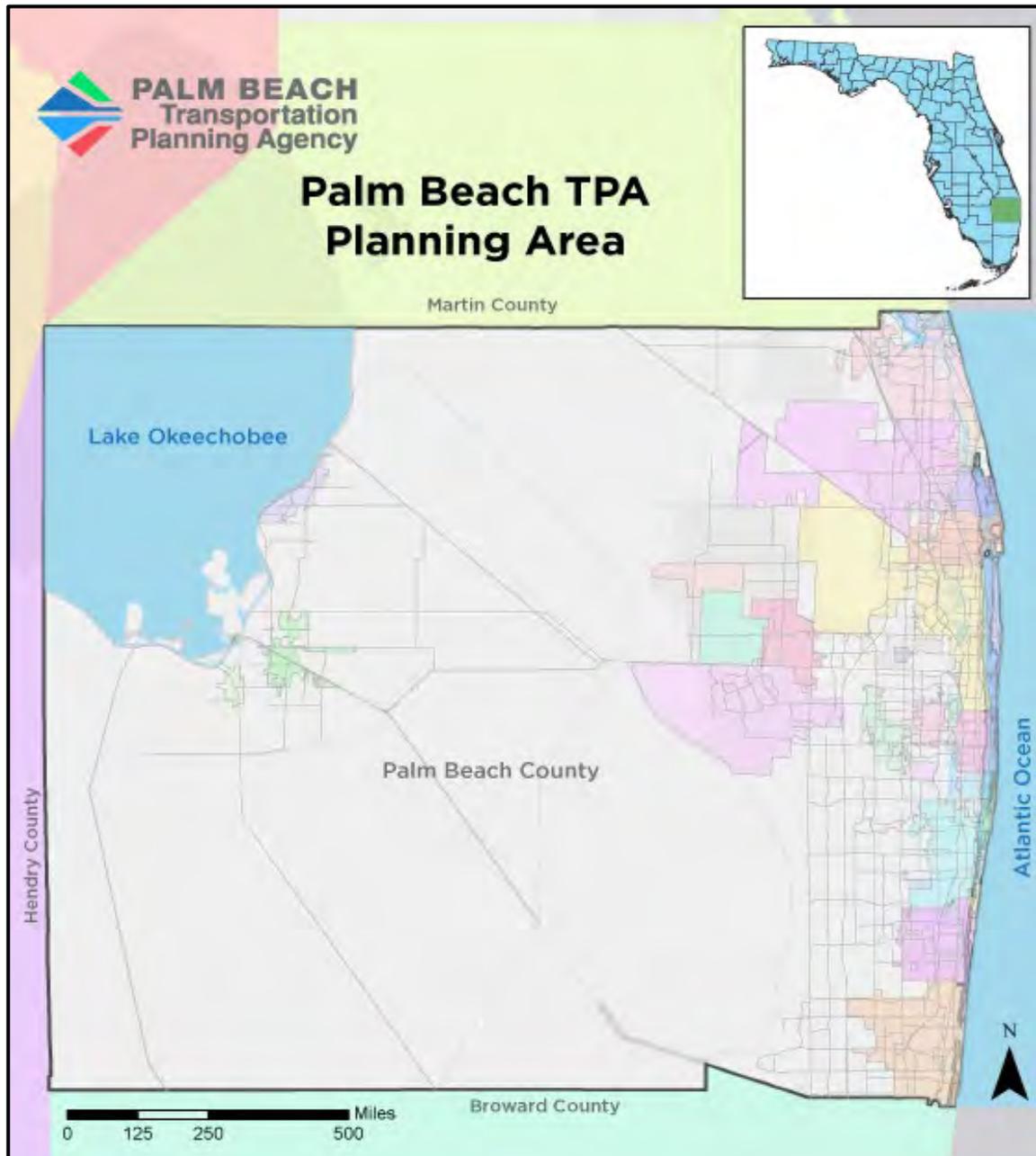


Figure 1 - Palm Beach TPA Planning Area



## Planning Priorities, Emphasis Areas and Factors:

The prime objective of the UPWP is to aid in the development and maintenance of a coordinated transportation system plan. The UPWP is further designed to produce required work products to serve several purposes:

- To progress toward selected performance measure targets through guided transportation decision making for desired transportation system performance outcomes;
- To aid federal and FDOT modal agencies in reviewing, monitoring and evaluating the transportation planning process in metropolitan areas;
- To aid in advancing multimodal transportation planning on a regional and system wide level;
- To improve the effectiveness of transportation decision making by guiding various jurisdictions in their individual planning efforts to ensure the efficient use of resources; and
- To develop a regional approach to transportation planning that guides the various transportation planning participants and ensures an integrated transportation analysis.

To facilitate this end, the TPA has oriented the UPWP around its vision statement:

- A safe, efficient, and connected multimodal transportation system

### FDOT Planning Emphasis Areas:

In addition, FDOT has issued the following Planning Emphasis Areas (PEAs):

- Safety - As stated within the FAST Act planning factors, metropolitan areas should “increase safety for motorized and non-motorized users.” The state of Florida has expanded on this concept further by becoming a Vision Zero area, with a stated goal within the Florida Transportation Plan of zero fatalities across the state’s transportation system. FDOT adopted their Strategic Highway Safety Plan in 2016, which provides more information about how the state intends to address transportation safety in the coming years. The UPWP commits the TPA to report on and monitor their progress against our adopted safety performance measures, and to consider how to expand upon the level of analysis and reporting required by the performance measurement process to further study their our safety challenges. The TPA is working actively to identify safety needs in its priority list, TIP and LRTP, it is conducting and partnering on stand-alone safety studies for areas or corridors, or it is raising safety considerations within modal planning elements.
- System Connectivity - Within the FAST Act, one of the ten planning factors states, “enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.” Within the Florida Transportation Plan, system connectivity is addressed within four different goals.
  1. Make our economy more competitive
  2. Increase opportunities for access to transit and other modes
  3. Provide a more efficient and mobile transportation system
  4. Meet the needs of a growing and changing population

A connected system is often more cost-effective and better able to address natural and manmade constraints.

The TPA emphasizes connectivity to serve the unique needs of its urban and non-urban jurisdictions by coordinating with member jurisdictions on both infrastructure and future land use planning to augment connectivity. The TPA also works to ensure continuity on those facilities that link to other metropolitan and non-urban or rural areas. Finally, the TPA highlights multimodal linkages that are supportive of both passengers and freight



because a connected network supports users traveling by a variety of modes, including first and last mile linkages.

- Resilience - With the passage of the FAST Act, resilience was introduced as a federal planning factor: “Improve the resilience and reliability of the transportation system and mitigate stormwater impacts of surface transportation.” Resilience is defined as the ability to adapt to changing conditions and prepare for, withstand, and recover from disruption. These conditions can encompass a wide variety of environmental, technological, economic, or social impacts.

The TPA considers both the FHWA Resilience and Transportation Planning guide and the FDOT Quick Guide: Incorporating Resilience in the MPO LRTP in administering the planning process. The TPA also addresses resilience as a consideration within all of its planning documents. The TPA coordinates with agency partners responsible for natural disaster risk reduction, or who may be developing local resilience planning initiatives. Finally, the TPA considers the additional costs associated with reducing vulnerability of the existing transportation infrastructure to ensure that its planning documents are ultimately more realistic and cost-effective.

- ACES (Automated/Connected/Electric/Shared-use) Vehicles - According to FHWA, “Transportation is in the midst of disruptive change from new technologies (automated and connected vehicles); new institutions (shared mobility firms); and changing attitudes (reduced car ownership). Across the nation, transportation planners are under pressure to develop performance-oriented policies, plans, and investment decisions that consider an increasingly complex transportation landscape. In the process, planners need to consider, but cannot yet reliably predict, the potential impact of disruptive and transformational Connected Vehicle (CV) and Automated Vehicle (AV) technologies on safety, vehicle ownership, road capacity, VMT, land-use, roadway design, future investment demands, and economic development, among others. While some forms of CV and AV are already being deployed across the United States, significant unknowns exist regarding the rate of technology adoption, which types of technologies will prevail in the marketplace, the interaction between CV/AV vehicles and various forms of shared mobility services, and the impacts of interim and widespread levels of CV/ AV usage.”

The TPA supports innovative technologies and business practices to advance the Florida Transportation Plan and the federal planning factors found in the FAST Act. ACES may lead to great improvements in safety, transportation choices, and quality of life for Floridians, our visitors, and the Florida economy. Though there is a great deal of speculation and uncertainty of the potential impacts these technologies will have, the TPA is working to address the challenges and opportunities presented by ACES vehicles.

Figure 2 provides a matrix of how the PEAs are reflected in the TPA’s UPWP work activities.



UPWP Work Task	Safety	System Connectivity	Resilience	ACES (Automated/ Connected/ Electric/ Shared-Use) Vehicles
1. Engage the Public	•	•	•	•
2. Plan the System	•	•	•	•
3. Prioritize Funding	•	•	•	•
4. Implement Projects	•	•	•	•
5. Collaborate with Partners	•	•	•	•
6. Administer the Agency	•	•	•	•
7. Transfers to Other Agencies	•	•	•	•

Figure 2 - State Planning Emphasis Areas Matrix

### Federal Planning Factors:

Finally, the FAST Act identified the following 10 planning factors to be considered by the TPA in developing the tasks and activities of the UPWP:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;
2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase the accessibility and mobility of people and freight;
5. Protect and enhance the environment, promote energy conservation, improve quality of life, and promote consistency between transportation improvements and state and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
7. Promote efficient system management and operation;
8. Emphasize the preservation of the existing transportation system;
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation; and
10. Enhance travel and tourism.



Figure 3 below shows a matrix of how the 10 Federal Planning Factors are integrated into the UPWP work tasks.

UPWP Work Task	Federal Planning Factors									
	1	2	3	4	5	6	7	8	9	10
1. Engage the Public	•	•	•	•	•	•	•	•	•	•
2. Plan the System	•	•	•	•	•	•	•	•	•	•
3. Prioritize Funding	•	•	•	•	•	•	•	•	•	•
4. Implement Projects	•	•	•	•	•	•	•	•	•	•
5. Collaborate with Partners	•	•	•	•	•	•	•	•	•	•
6. Administer the Agency	•	•	•	•	•	•	•	•	•	•
7. Transfers to Other Agencies	•	•	•	•	•	•	•	•	•	•

Figure 3 - Federal Planning Factors Matrix

## Public Participation Process

The TPA continues to prioritize an increased emphasis on public engagement to promote greater awareness of TPA functions and increase information and analysis of TPA projects and programs. The TPA presents at public meetings, participates in outreach events, and provides comprehensive information on the TPA's website ([www.PalmBeachTPA.org](http://www.PalmBeachTPA.org)).

The TPA's Public Participation Plan (PPP) guides the process to provide complete information, timely public notice, full public access to key decisions, and support for early and continued involvement.

The UPWP was developed in cooperation with federal, state and regional transportation agencies, county departments and local municipalities and considers input gathered from the public during the ongoing transportation planning process.



## Organization and Management

The TPA's Governing Board consists of twenty-one (21) members: five (5) county commissioners, fifteen (15) elected officials from the thirteen (13) largest municipalities and (1) commissioner from the Port of Palm Beach. The TPA Governing Board is responsible for providing overall policy and direction for transportation planning and serves as the coordination mechanism with various state agencies for transportation and land use plans.

The TPA [Bylaws](#) facilitate efficient conduct by the Palm Beach TPA Governing Board as it leads in the planning, prioritizing and funding the transportation system for Palm Beach County. The TPA Governing Board also coordinates with all MPO's in the state through the Florida Metropolitan Planning Organization Advisory Council (MPOAC) and its committees. The MPOAC is composed of an elected official and staff director from each MPO in the state and serves as a forum to discuss transportation issues and provide advice and input into FDOT plans and programs. Interaction with the local municipalities occurs through the TPA Governing Board, advisory committees as well as through comprehensive planning activities.

In performing these functions, the TPA Governing Board is served by three advisory committees. FDOT has non-voting members on the TPA Governing Board and advisory committees.

- Technical Advisory Committee (TAC) - Comprised of representatives with technical expertise in transportation from state, county and municipal departments who are involved in transportation planning and engineering.
- Citizens Advisory Committee (CAC) - Comprised of citizens reflecting a broad cross-section of local residents including minorities, elderly, and handicapped individuals with an interest in the development of a safe, efficient and cost-effective transportation system.
- Bicycle Trailways Pedestrian Advisory Committee (BTPAC) - Comprised of county and municipal planners; school district; health department; disabled community; and bicycle advocacy groups selected from a variety of disciplines in order to address the comprehensive effort in implementing bicycle and pedestrian infrastructure and initiatives.

The TPA is the Designated Official Planning Agency for the Palm Beach County Transportation Disadvantaged (TD) program. The TPA administers the TD Local Coordinating Board (LCB), an advisory body to the Florida Commission for TD (CTD), and identifies local service needs, provides information, advice and direction to the PBC Community Transportation Coordinator (CTC) on coordination of services to be provided to the transportation disadvantaged through the Florida Coordinated Transportation System.

The TPA Governing Board is also a member of the Southeast Florida Transportation Council (SEFTC), overseeing regional transportation planning activities for the Palm Beach TPA, Broward MPO and the Miami-Dade TPO in Southeast Florida.

The TPA has executed the required agreements to facilitate the transportation planning process. A list and execution status of these agreements follows.

- MPO Interlocal Agreement - October 9, 2015 (creates the TPA to reflect membership apportionment)
- Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement - April 21, 2008 (coordination of multimodal transportation planning and comprehensive plans)
- MPO Agreement - June 14, 2018 through June 30, 2020 (provides FHWA funding)
- Public Transportation Joint Participation Agreement (JPA) - October 1, 2015 through September 30, 2020 (provides FY 16-18 FTA planning funding)



- Public Transportation Grant Agreement - April 1, 2019 through December 31, 2020 (provides FY 19-20 FTA planning funding)
- Transportation Disadvantaged (TD) Planning Grant Agreement - July 1, 2019 (provides state planning funds to coordinate the Transportation Disadvantaged Service)
- SEFTC Interlocal Agreement as amended - January 9, 2006 (regional transportation planning and coordination in South Florida)
- Memorandum of Understanding - October 4, 2019 through December 31, 2024 (coordination of Southeast Regional Planning model related activities)

## Required Certification Statements and Assurances

In response to relevant laws and regulations governing the use of federal and state grants, the TPA has included a statement concerning the use of these funds for lobbying purposes. No federal or state funds are used for lobbying.

It is a requirement for the TPA to include an assurance that federal funds are not being used for procurement from persons who have been debarred or suspended, in accordance with the provisions of 49 Code of Federal Regulations Part 29, subparts A through E.

It is a requirement for MPOs to include a policy that they will provide an opportunity for disadvantaged business enterprises to participate in the performance of transportation planning contracts.

The TPA is required to adopt and maintain a Title VI - Nondiscrimination Policy and program to assure FDOT that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

The statements and assurances are included in Appendix C.



# Work Program

The Work Program consists of tasks required to carry out the 3-C (continuing, comprehensive and coordinated) transportation planning process. This plan was developed utilizing the following as a framework.

**Mission**  
*To collaboratively plan, prioritize, and fund the transportation projects and services*

**Vision**  
*A safe, efficient, and connected multimodal transportation system*

Annual and multi-year activities, deliverables and estimated completion dates are identified within each task. Each task is budgeted individually with funding amounts identified by source.

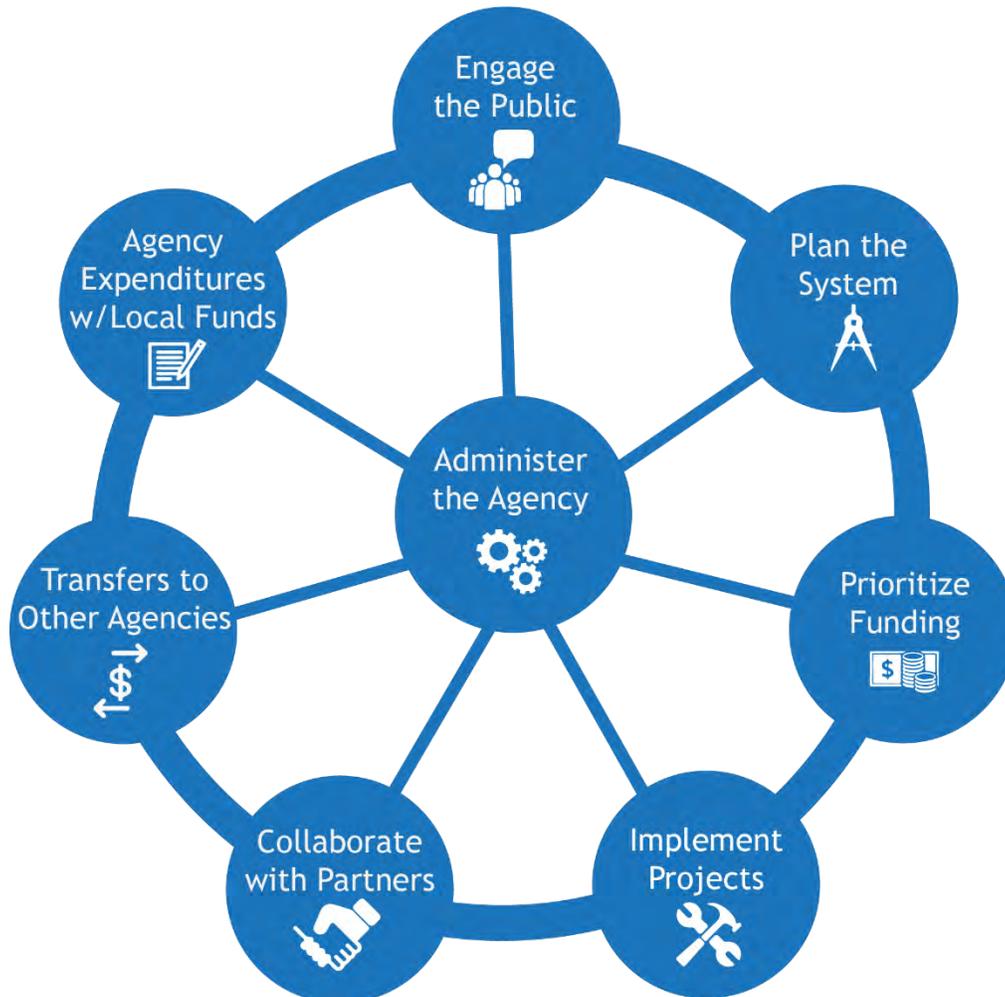


Figure 4 - Work Program Tasks



## Task 1 - Engage the Public

### Purpose

Enable and encourage public awareness and input into the transportation planning and project prioritization process.

### Previous Work

Staff routinely presents to and gathers feedback from local community groups, business organizations, and conferences; conducts educational workshops; and participates in community outreach events, local project outreach activities, and events and initiatives to promote safety and alternative modes of transportation. Examples include Vision Zero workshops, safety fairs and events; Florida Mobility Week; Walk-to-School Day; Bike to-Work Week/Day events; and a free bike valet service to encourage safe bicycling and reduce traffic congestion during the region's largest festival.

Ongoing activities include creation and distribution of an e-newsletter, *Transportation Matters*. Issues are directly distributed by email and additionally posted to the TPA website to enhance accessibility and to allow use of the website's font size adjustment and Google Translate features. The e-newsletter includes announcements of news items, events, public review and comment opportunities for draft documents, and public meetings of the TPA and partner agencies including those for specific projects. Additional activities include maintenance and enhancements to the TPA website, use of the TPA social media platforms, creation and distribution of online and print publications, and Title VI and disadvantaged business enterprise (DBE) monitoring.

### Task 1 Activities for Fiscal Years 2021 and 2022

Activity		Deliverable(s)	Completion Date
A	Monitor public participation at TPA Board and advisory committee meetings	Public Involvement Activity Report	Monthly
B	Present information and seek input from local governments, chambers of commerce, civic organizations, neighborhood associations, etc. to ascertain infrastructure and service needs to support economic development, promote community health, enhance safety and grow travel and tourism	Presentations	As needed
C	Distribute concise and relevant TPA information electronically	Emails	Twice monthly
D	Solicit public input via social media	Social media postings	Weekly
E	Track performance measures and targets for public outreach	Report Card	Annually
F	Advertise the LRTP, TIP, etc. in accordance with federal regulations, state guidelines and the PPP	Advertisements	As required



Activity		Deliverable(s)	Completion Date
G	Conduct surveys, administer focus groups, and capture interactive electronic data to maximize public input	Surveys, Summaries, Data	As needed
H	Monitor and update the TPA website with current events, meeting agendas, reports, etc.	Updated website	Ongoing
I	Monitor DBE participation and report payments	Monitoring report	As required
J	Prepare outreach materials for various planning initiatives (i.e. videos, print material, etc.), including alternate formats upon request	Targeted outreach materials	As needed
K	Participate and coordinate with SEFTC and partner agencies for regional public participation	Meeting attendance	As needed
L	Monitor countywide statistical data (race, color, national origin, sex, age, disability) of participants and beneficiaries of the TPA programs and activities	Data summaries	Annually
M	Attend Title VI, ADA and public involvement training	Completed training	Annually
N	Monitor ADA and Title VI compliance and process all complaints	Monitoring report	Annually

Responsible Agency: Palm Beach TPA

Participating Agencies: FHWA, FDOT, BMPO, MDTPO, TCRPC, SEFTC, School District

### Budget for Fiscal Years 2021 and 2022 Task 1 Engage the Public

FY 2021							
BUDGET CATEGORY	FHWA PL	FDOT 18.07% Soft Match to FHWA	FHWA SU Funds	FTA 5305d	FDOT 10% Cash Match to FTA	10% Soft Match to FTA	Total less Soft Matches
Personnel & Benefits	83,827	16,831	102,447	50,423	6,303	6,303	243,000
Consultant Services	16,830	3,379	10,000	7,262	908	908	35,000
<b>TOTAL EXPENDITURE</b>	<b>\$ 100,657</b>	<b>\$ 20,210</b>	<b>\$ 112,447</b>	<b>\$ 57,685</b>	<b>\$ 7,211</b>	<b>\$ 7,211</b>	<b>\$ 278,000</b>

FY 2022							
BUDGET CATEGORY	FHWA PL	FDOT 18.07% Soft Match to FHWA	FHWA SU Funds	FTA 5305d	FDOT 10% Cash Match to FTA	10% Soft Match to FTA	Total less Soft Matches
Personnel & Benefits	89,528	17,975	106,296	51,353	6,419	6,419	253,596
Consultant Services	17,027	3,419	10,000	7,087	886	886	35,000
<b>TOTAL EXPENDITURE</b>	<b>\$ 106,555</b>	<b>\$ 21,394</b>	<b>\$ 116,296</b>	<b>\$ 58,440</b>	<b>\$ 7,305</b>	<b>\$ 7,305</b>	<b>\$ 288,596</b>



## Task 2 - Plan the System

### Purpose

Plan for a safe, efficient, connected multimodal transportation system for all users. To provide the necessary data and analysis tools in order to support and perform the multimodal planning processes for the TPA region, including:

- Planning and evaluation for all modes and services including pedestrian, bicycle, transit, freight, automobile, airport, seaport, intermodal and non-emergency transportation services, and evaluate CV/AV impacts
- Providing technical support to coordinate land use with the transportation system

### Previous Work

The TPA Adopted a Vision Zero Action Plan in April 2019, including 25 actions that seek to influence policy, funding and culture to improve safety for all transportation users. The TPA began working on these actions and presented a progress report to its Board and committees in February 2020.

The TPA adopted the 2045 LRTP in December 2019. The LRTP includes a network of enhanced transit corridors, priority pedestrian and bicycle facility networks, and a lump sum line item dedicated to state roadway modifications to advance safety, complete streets, enhanced transit, transportation system management & operations, and environmental resiliency.

Following the completion of the US-1 Multimodal Corridor Study, the TPA worked with Palm Tran and local municipalities on next steps, including initiating several lane elimination studies with local communities and prioritizing funds for Transit Signal Priority and enhanced transit shelters. The TPA also worked with local communities and Palm Tran to conduct Complete Streets studies to provide access to transit and improve safety for all roadway users.

The TPA collaborated with Palm Tran and SFRTA on TDP updates, evaluating new transit service, and conducting transportation planning activities for the transportation disadvantaged program.

The TPA continued to evaluate upcoming projects for Complete Streets improvements and working with local municipalities, Palm Tran and roadway owners to move these projects forward. The TPA also worked with FDOT and the County to collect and evaluate pedestrian and bicycle counts.

### Task 2 Activities for Fiscal Years 2021 and 2022

Activity		Deliverable(s)	Completion Date
A	Process amendments to the adopted LRTP as needed.	Amendments	As needed
B	Plan the fixed route transit system, including transit corridor studies, transit amenities, access to transit, transit-supportive land uses, TDP updates and analysis of rail crossing safety and quiet zone eligibility	TDP Updates Transit Corridor Studies Quiet Zones	Ongoing



Activity		Deliverable(s)	Completion Date
C	Plan the Transportation Disadvantaged (TD) system, including TD Service Plan updates, CTC evaluations, LCB meeting coordination, and review of 5310 applications	TDSP update CTC Evaluation LCB Meetings	Annually Annually Quarterly
D	Plan the non-motorized transportation system, including collecting pedestrian and bicycle count data and evaluating upcoming resurfacing projects, TPA's pedestrian and bicycle priority networks, and high crash locations to identify Complete Streets and safety infrastructure improvements	Projects Evaluated Ped/Bike Counts	Ongoing
E	Implement and monitor actions identified in Vision Zero Action Plan	Vision Zero Action Plan Report Card	Annually
F	Conduct and assist local governments with multimodal plans and studies to improve safety for users of all ages, abilities and transportation modes	Community plans and studies	As needed
G	Update the freight system plan, including the regional plan, participate on committees, coordinate with stakeholders	Freight Plan GIS datasets	As needed Ongoing
H	Collect and analyze population and employment data, vehicular traffic, non-motorized activity, transit ridership data and intermodal freight statistics, maintain GIS datasets, subscribe to ESRI software	Data collected and updated GIS datasets	Ongoing
I	Update and potentially automate population and employment projections and zonal allocations	Updated projections and allocations	June 2021

**Responsible Agencies:** Palm Beach TPA

**Participating Agencies:** FDOT, FHWA, SEFTC, SFRTA, SFRPC, TCRPC, BMPO, MDTPO, Freight Industry, FDEP, PBC, School District, PBCHD, Local Municipalities, Northern and Western MPOs/TPO, Palm Tran



## Budget for Fiscal Years 2021 and 2022

### Task 2 Plan the System

FY 2021								
BUDGET CATEGORY	FHWA PL	FDOT 18.07% Soft Match to FHWA	FHWA SU Funds	FTA 5305d	FDOT 10% Cash Match to FTA	10% Soft Match to FTA	CTD	Total less Soft Matches
Personnel & Benefits	123,673	24,831	100,000	60,546	7,568	7,568	49,789	341,576
Consultant Services	109,609	22,007	312,000	114,125	14,266	14,266		550,000
Software Licensing	44,600	8,955						44,600
<b>TOTAL EXPENDITURE</b>	<b>\$ 277,882</b>	<b>\$ 55,793</b>	<b>\$ 412,000</b>	<b>\$ 174,671</b>	<b>\$ 21,834</b>	<b>\$ 21,834</b>	<b>\$ 49,789</b>	<b>\$ 936,176</b>

FY 2022								
BUDGET CATEGORY	FHWA PL	FDOT 18.07% Soft Match to FHWA	FHWA SU Funds	FTA 5305d	FDOT 10% Cash Match to FTA	10% Soft Match to FTA	CTD	Total less Soft Matches
Personnel & Benefits	115,185	23,127	120,000	61,675	7,709	7,709	49,789	354,358
Consultant Services	114,503	22,990	332,000	109,775	13,722	13,722		570,000
Software Licensing	44,600	8,955						44,600
<b>TOTAL EXPENDITURE</b>	<b>\$ 274,288</b>	<b>\$ 55,072</b>	<b>\$ 452,000</b>	<b>\$ 171,450</b>	<b>\$ 21,431</b>	<b>\$ 21,431</b>	<b>\$ 49,789</b>	<b>\$ 968,958</b>



## Task 3 - Prioritize Funding

### Purpose

Prioritize funding to maximize implementation of projects that support the Plan. Ensure that anticipated revenues are allocated to projects and programs in the five-year TIP consistent with the LRTP and according to the project priorities set forth by the TPA Governing Board.

### Previous Work

The TPA coordinated annually with FDOT on development of the Tentative Work Program and adoption of the TPA's TIP and processing of TIP amendments, as necessary. All TIP projects are available on the TPA's web map at [PalmBeachTPA.org/map](http://PalmBeachTPA.org/map).

The TPA identified major projects from the LRTP to be advanced for funding in the TIP, created a lump sum for the identification of state road modifications, developed and administered a prioritization process for projects to be funded via the Local Initiatives (LI) Program established by the LRTP, administered the Transportation Alternatives (TA) Program, participated in project implementation through review comments entered in the ERC system, and participated in Project Development & Environment (PD&E) studies associated with specific projects in the TIP.

TPA staff refined the schedule and scoring system for the LI & TA programs and video recorded the training workshop to allow agencies to view it at their convenience.

### Task 3 Activities for Fiscal Years 2021 and 2022

Activity		Deliverable(s)	Completion Date
A	Develop an annual List of Priority Projects including State Roadway Modifications, Local Initiatives, Transportation Alternatives and Safety Projects	Priority Project List	Annually
B	Administer the TPA's annual competitive funding programs, update scoring system, review applications and associated activities	Program Guidance	Annually
C	Review FDOT Draft Work Program for consistency with the LRTP and adopted priorities of the TPA Governing Board	Review Letter	Annually
D	Prepare the TIP, including a project map and interactive online database, and process required TIP amendments	TIP	Annually
E	Prepare the annual list of projects for which Federal funds (FHWA and FTA) were obligated in the previous fiscal year	List of Federally Funded Projects	Annually



Activity		Deliverable(s)	Completion Date
F	Use performance measures to evaluate transportation system performance outcomes and create performance reports for TPA funded projects	System Performance Report Card, including Project performance reports	Annually
G	Perform Efficient Transportation Decision Making (ETDM) screening, environmental justice, Title VI reviews for major TPA projects	ETDM Report	As required

Responsible Agency: Palm Beach TPA

Participating Agencies: FDOT, FDEP, PBC, Palm Tran, SFRTA, Local Municipalities, PBCHD

### Budget for Fiscal Years 2021 and 2022 Task 3 Prioritize Funding

FY 2021							
BUDGET CATEGORY	FHWA PL	FDOT 18.07% Soft Match to FHWA	FHWA SU Funds	FTA 5305d	FDOT 10% Cash Match to FTA	10% Soft Match to FTA	Total less Soft Matches
Personnel & Benefits	98,673	19,811	125,000	60,546	7,568	7,568	291,787
Direct Expenses	13,328	2,676	25,000	10,375	1,297	1,297	50,000
<b>TOTAL EXPENDITURE</b>	<b>\$ 112,001</b>	<b>\$ 22,487</b>	<b>\$ 150,000</b>	<b>\$ 70,921</b>	<b>\$ 8,865</b>	<b>\$ 8,865</b>	<b>\$ 341,787</b>

FY 2022							
BUDGET CATEGORY	FHWA PL	FDOT 18.07%	FHWA SU	FTA 5305d	FDOT 10%	10% Soft	Total less Soft
Personnel & Benefits	110,185	22,123	125,000	61,675	7,709	7,709	304,569
Direct Expenses	13,610	2,733	25,000	10,124	1,266	1,266	50,000
<b>TOTAL EXPENDITURE</b>	<b>\$ 123,795</b>	<b>\$ 24,856</b>	<b>\$ 150,000</b>	<b>\$ 71,799</b>	<b>\$ 8,975</b>	<b>\$ 8,975</b>	<b>\$ 354,569</b>



## Task 4 - Implement Projects

### Purpose

Ensure that implementation of projects and project scope details accomplish the vision, goals and objectives of the TPA Governing Board.

### Previous Work

The TPA updated the Congestion Management Process (CMP) during the creation of the 2045 Long Range Transportation Plan. The performance measures now incorporate all federal performance measures and TPA created local measures.

TPA staff is working with the consultant to improve the TIP project management tool to provide more flexibility and efficiency.

TPA staff continued to participate actively in the design review process for state and local projects to ensure the final outcomes are consistent with the planning objectives.

### Task 4 Activities for Fiscal Years 2021 and 2022

Activity		Deliverable(s)	Completion Date
A	Monitor implementation of LRTP projects including the LI and TA	LRTP Report Card	Annually
B	Develop a TIP project management, prioritization and mapping tool	Prioritization tool	June 2021
C	Create a performance measures dashboard (inclusive of Congestion Management Process) for tracking and to serve as a resource for committees, stakeholders and the public	Performance measures dashboard	June 2021
E	Provide partner agencies input on TIP projects to ensure final design and construction plans are consistent with TPA priorities	Project reviews	As needed

**Responsible Agency:** Palm Beach TPA

**Participating Agencies:** FDOT, TCRPC, PBC, Local Municipalities

### Budget for Fiscal Years 2021 and 2022

#### Task 4 Implement Projects

FY 2021							
BUDGET CATEGORY	FHWA PL	FDOT 18.07% Soft Match to FHWA	FHWA SU Funds	FTA 5305d	FDOT 10% Cash Match to FTA	10% Soft Match to FTA	Total less Soft Matches
Personnel & Benefits	61,836	12,415	50,000	30,273	3,784	3,784	145,893
Consultant Services	13,328	2,676	25,000	10,375	1,297	1,297	50,000
<b>TOTAL EXPENDITURE</b>	<b>\$ 75,164</b>	<b>\$ 15,091</b>	<b>\$ 75,000</b>	<b>\$ 40,648</b>	<b>\$ 5,081</b>	<b>\$ 5,081</b>	<b>\$ 195,893</b>

FY 2022							
BUDGET CATEGORY	FHWA PL	FDOT 18.07%	FHWA SU	FTA 5305d	FDOT 10%	10% Soft	Total less
Personnel & Benefits	67,593	13,571	50,000	30,837	3,855	3,855	152,285
Consultant Services	13,610	2,733	25,000	10,124	1,266	1,266	50,000
<b>TOTAL EXPENDITURE</b>	<b>\$ 81,203</b>	<b>\$ 16,304</b>	<b>\$ 75,000</b>	<b>\$ 40,961</b>	<b>\$ 5,121</b>	<b>\$ 5,121</b>	<b>\$ 202,285</b>



## Task 5 - Collaborate with Partners

### Purpose

Work with and provide technical assistance to transportation partners to establish and implement policies, programs and projects consistent with the LRTP.

### Previous Work

The TPA worked with FDOT and South Florida Commuter Services to encourage local participation in Florida Mobility Week, coordinated with the Broward MPO and Miami-Dade TPO to host the annual Safe Streets Summit, and began planning for a Southeast Florida Transportation Summit.

The TPA participated in a Vision Zero Peer exchange with other MPOs and conducted a Vision Workshop for local governments. The TPA also hosted a Transit Peer Exchange with FHWA, FTA, Palm Tran, SFRTA, several in-state and out-of-state transit agencies.

Through SEFTC, the TPA coordinated regionally to develop the 2045 Regional LRTP and adopt a prioritized Transportation Regional Incentive Program project list and coordinating with FHWA, FTA, FDOT and other stakeholders in the development and implementation of performance-based planning.

Additionally, the TPA participated in partner agency committees and statewide efforts for the Florida Transportation Plan and Strategic Intermodal System Plan.

### Task 5 Activities for Fiscal Years 2021 and 2022

	Activity	Deliverable(s)	Completion Date
A	Maintain regional travel demand model, including SERPM 9 Model Development, SERPM 8 Maintenance/Support, Local model development and Travel Data Collection	Regional model	June 2022
B	Adopt a prioritized Transportation Regional Incentive Program (TRIP) project list through SEFTC	TRIP Priority List	Annually
C	Serve on partner agency committees as appropriate (e.g. CTST, SFRTA, Palm Tran, etc.)	Meeting attendance	Ongoing
D	Conduct ad-hoc work groups, workshops, peer exchanges or other events to educate and learn from stakeholders regarding various transportation topics	Work groups, workshops, peer exchanges or other events	As needed

**Responsible Agency:** Palm Beach TPA

**Participating Agencies:** PBC, BMPO, MDTPPO, SEFTC, Palm Tran, SFRTA, Local Municipalities, FDOT, TCRPC, SFRPC



Budget for Fiscal Years 2021 and 2022  
Task 5 Collaborate with Partners

FY 2021							
BUDGET CATEGORY	FHWA PL	FDOT 18.07% Soft Match to FHWA	FHWA SU Funds	FTA 5305d	FDOT 10% Cash Match to FTA	10% Soft Match to FTA	Total less Soft Matches
Personnel & Benefits	123,673	24,831	100,000	60,546	7,568	7,568	291,787
Consultant Services	47,823	9,602	25,000	19,713	2,464	2,464	95,000
<b>TOTAL EXPENDITURE</b>	<b>\$ 171,496</b>	<b>\$ 34,433</b>	<b>\$ 125,000</b>	<b>\$ 80,259</b>	<b>\$ 10,032</b>	<b>\$ 10,032</b>	<b>\$ 386,787</b>

FY 2022							
BUDGET CATEGORY	FHWA PL	FDOT 18.07% Soft Match to FHWA	FHWA SU Funds	FTA 5305d	FDOT 10% Cash Match to FTA	10% Soft Match to FTA	Total less Soft Matches
Personnel & Benefits	135,185	27,142	100,000	61,675	7,709	7,709	304,569
Consultant Services	38,358	7,701	35,000	19,237	2,405	2,405	95,000
<b>TOTAL EXPENDITURE</b>	<b>\$ 173,543</b>	<b>\$ 34,843</b>	<b>\$ 135,000</b>	<b>\$ 80,912</b>	<b>\$ 10,114</b>	<b>\$ 10,114</b>	<b>\$ 399,569</b>



## Task 6 - Administer the Agency

### Purpose

Provide the staff and resources necessary to lead the planning process in order to implement the plans of the board, resulting in a funding program that realizes the vision of the community.

### Previous Work

The TPA staff performed required on-going activities including supporting the TPA Board and committee meetings; updated necessary documents, assisted in audits and submitted quarterly/monthly progress reports and reimbursement requests.

The TPA executed four Interlocal Agreements for Administrative Services and Advanced Funding with municipalities to provide working capital funds for agency operating costs. This allowed the TPA to operate as a fully independent agency beginning in October 2019.

The TPA executed a lease for Office and Meeting Space at 301 Datura Street in West Palm Beach, built out and furnished the space, and began operating out of the new space in November 2019.

The TPA adopted a Personnel Handbook based on current TPA member and Florida MPO best practices. The Handbook contains General Information (purpose, applicability and authority), TPA Employment Policies established and amendable by the TPA Board, and TPA Employment Procedures established and amendable by the TPA Executive Director. All current employees as of October 2019 were transitioned to the new agency and operate under this Handbook. The TPA also executed an Employment Agreement for the Executive Director for an initial period of two years with renewal provisions.

### Task 6 Activities for Fiscal Years 2021 and 2022

Activity		Deliverable(s)	Completion Date
A	Administer TPA Governing Board and advisory committee meetings	Agendas, minutes, presentations	Monthly
B	Monitor the two-year UPWP for FY 21-22, process modifications and amendments, coordinate tasks with participating agencies, submit progress reports and invoices to FDOT, and adopt the FY 23-24 UPWP	Progress Reports and Invoices FY 23-24 UPWP	At least quarterly May 2022
C	Monitor and update the Strategic Plan	Strategic Plan	Annually
D	Provide training for TPA staff and TPA Governing Board members at conferences, workshops, etc. Attend business meetings as required	Training, conference and meeting attendance	As needed
E	Perform financial tasks including grant reimbursements, audit reports, budget, supporting FDOT audit(s), grant reconciliations, timekeeping, inventory, contract management, invoice payments	Audit report FDOT audit(s)	Annually Semi-Annually
F	Participate in joint FDOT/TPA annual certification reviews	Responses to certification questions	Annually



Activity		Deliverable(s)	Completion Date
G	Procure services, supplies and equipment (RFPs, contracts, etc.)	Executed contracts	As needed
H	Modify/establish agreements, by-laws and COOP. Modify procedures to stay in compliance with state and federal rules/laws	Agreements	As needed

Responsible Agency: Palm Beach TPA

Participating Agencies: FHWA, FTA, PBC, Local Municipalities, FDOT, TCRPC, SFRPC BMPO, MDTPO

### Budget for Fiscal Years 2021 and 2022

FY 2021							
BUDGET CATEGORY	FHWA PL	FDOT 18.07%	FHWA SU	FTA 5305d	FDOT 10%	10% Soft	Total less Soft
Personnel & Benefits	158,759	31,875	269,764	115,996	14,500	14,500	559,019
Travel/Training	61,200	12,288					61,200
Consultant Services	41,987	8,430	50,000	24,900	3,113	3,113	120,000
Direct Expenses							
Facilities	155,953	31,312	101,436				257,389
Professional Services	55,900	11,223	20,000				75,900
Administrative Services & Fees	24,296	4,878	10,000				34,296
Graphics & Legal Advertising	9,800	1,968	10,000				19,800
Operational Supplies & Equipmen	28,180	5,658	5,000				33,180
Capital Equipment & Improvemen	18,000	3,614					18,000
<b>TOTAL EXPENDITURE</b>	<b>\$ 554,075</b>	<b>\$ 111,246</b>	<b>\$ 466,200</b>	<b>\$ 140,896</b>	<b>\$ 17,613</b>	<b>\$ 17,613</b>	<b>\$ 1,178,784</b>

FY 2022							
BUDGET CATEGORY	FHWA PL	FDOT 18.07%	FHWA SU	FTA 5305d	FDOT 10%	10% Soft	Total less Soft
Personnel & Benefits	179,733	36,086	267,264	117,220	14,652	14,652	578,869
Travel/Training	64,260	12,902					64,260
Consultant Services	42,663	8,566	50,000	24,300	3,037	3,037	120,000
Direct Expenses							
Facilities	100,000	20,078	167,059				267,059
Professional Services	59,695	11,985	20,000				79,695
Administrative Services & Fees	26,011	5,222	10,000				36,011
Graphics & Legal Advertising	10,790	2,166	10,000				20,790
Operational Supplies & Equipmen	29,839	5,991	5,000				34,839
Capital Equipment & Improvemen	18,900	3,795					18,900
<b>TOTAL EXPENDITURE</b>	<b>\$ 531,891</b>	<b>\$ 106,791</b>	<b>\$ 529,323</b>	<b>\$ 141,520</b>	<b>\$ 17,689</b>	<b>\$ 17,689</b>	<b>\$ 1,220,423</b>



## Task 7 - Transfers to Other Agencies

### Purpose

Transfer FHWA planning funds to or from other agencies in support of collaborative planning activities.

### Task 7 Activities for Fiscal Years 2021 and 2022

Activity		Deliverable(s)	Completion Date
A	SERPM 9 Model Development (transfer to Miami-Dade TPO)	SERPM 9 development	June 2022
B	SERPM 8 Maintenance/Support (transfer to FDOT D4)	SERPM 8 updates	Ongoing

### Budget for Fiscal Years 2021 and 2022

FY 2021								
BUDGET CATEGORY	FHWA PL	FDOT 18.07% Soft Match to FHWA	FHWA SU Funds	FTA 5305d	FDOT 10% Cash Match to FTA	10% Soft Match to FTA	CTD	Total less Soft Matches
Transfer to FDOT D4								
Transfer to MIAMI DADE TPO			65,000					65,000
<b>TOTAL TRANSFERS</b>			<b>\$ 65,000</b>					<b>\$ 65,000</b>

FY 2022								
BUDGET CATEGORY	FHWA PL	FDOT 18.07% Soft Match to FHWA	FHWA SU Funds	FTA 5305d	FDOT 10% Cash Match to FTA	10% Soft Match to FTA	CTD	Total less Soft Matches
Transfer to FDOT D4			6,500					6,500
Transfer to MIAMI DADE TPO			65,000					65,000
<b>TOTAL TRANSFERS</b>			<b>\$ 71,500</b>					<b>\$ 71,500</b>



## Task 8 - Agency Expenditures with Local Funds

### Purpose

Authorize local fund expenditures for items that are not reimbursable from state and federal grant sources or used as a local match.

- Maximize Agency Effectiveness: Influence laws, policies and discretionary funding decisions at the state and national levels to implement TPA priority transportation projects. Conduct peer exchanges with other MPOs around the country to inform better decision-making by Governing Board members and TPA staff. Support informed decision-making by TPA Board members. This task may include professional lobbyist assistance.
- Improve Public Engagement: Purchase and distribute items to promote the TPA programs and solicit feedback, conduct targeted outreach events, and provide subsidy awards for transportation related activities, initiatives and events that align with the mission and purpose of the TPA.
- Enhance Staff Performance: Fund staff professional certification and licensing dues, professional society memberships and other staff enhancement expenses, provide refreshments at meetings to maximize productivity.
- Balance to TPA Reserve: The balance of this account will be added to the TPA Reserve Account.

### Task 8 Activities for Fiscal Years 2021 and 2022

Activity		Estimated 2021 Expenditure	Estimated 2022 Expenditure
A	Maximize Agency Effectiveness: Advocacy activities, including TPA travel expenses, TPA staff time, consultant fees, peer exchanges, board member briefings, etc.	\$45,000	\$45,000
B	Improve Public Engagement: Promotional items, activities and sponsorships	\$40,000	\$40,000
C	Enhance Staff Performance: Certification and licensing dues and other staff enhancement expenses, professional memberships, meeting refreshments	\$15,000	\$15,000
D	Balance to TPA Reserve Fund	\$40,413	\$43,527
Total Expenditure of Local Funds		\$140,713	\$143,527



## Summary Budget Tables

The FY 2021 and 2022 UPWP is funded by various federal, state and local sources in the form of grants, cash match and non-cash (soft) match services. An estimate of the costs associated with the individual tasks and the source of funding is listed in the following tables.



## Fiscal Year 2021 Agency Participation and Funding Sources by Task

BUDGET CATEGORY	FHWA PL	FDOT 18.07% Soft Match to FHWA	FHWA SU Funds	FTA 5305d	FDOT 10% Cash Match to FTA	10% Soft Match to FTA	CTD	TPA Local Funds	Total Expenditures	Total less Soft Matches
<b>TASK 1. ENGAGE THE PUBLIC</b>										
Personnel & Benefits	83,827	16,831	102,447	50,423	6,303	6,303			266,134	243,000
Consultant Services	16,830	3,379	10,000	7,262	908	908			39,287	35,000
<b>TASK TOTAL</b>	<b>\$ 100,657</b>	<b>\$ 20,210</b>	<b>\$ 112,447</b>	<b>\$ 57,685</b>	<b>\$ 7,211</b>	<b>\$ 7,211</b>			<b>\$ 305,421</b>	<b>\$ 278,000</b>
<b>TASK 2. PLAN THE SYSTEM</b>										
Personnel & Benefits	123,673	24,831	100,000	60,546	7,568	7,568	49,789		373,975	341,576
Consultant Services	109,609	22,007	312,000	114,125	14,266	14,266			586,273	550,000
Software Licensing	44,600	8,955							53,555	44,600
<b>TASK TOTAL</b>	<b>\$ 277,882</b>	<b>\$ 55,793</b>	<b>\$ 412,000</b>	<b>\$ 174,671</b>	<b>\$ 21,834</b>	<b>\$ 21,834</b>	<b>\$ 49,789</b>		<b>\$ 1,013,803</b>	<b>\$ 936,176</b>
<b>TASK 3. PRIORITIZE FUNDING</b>										
Personnel & Benefits	98,673	19,811	125,000	60,546	7,568	7,568			319,166	291,787
Consultant Services	13,328	2,676	25,000	10,375	1,297	1,297			53,973	50,000
<b>TASK TOTAL</b>	<b>\$ 112,001</b>	<b>\$ 22,487</b>	<b>\$ 150,000</b>	<b>\$ 70,921</b>	<b>\$ 8,865</b>	<b>\$ 8,865</b>			<b>\$ 373,139</b>	<b>\$ 341,787</b>
<b>TASK 4. IMPLEMENT PROJECTS</b>										
Personnel & Benefits	61,836	12,415	50,000	30,273	3,784	3,784			162,092	145,893
Consultant Services	13,328	2,676	25,000	10,375	1,297	1,297			53,973	50,000
<b>TASK TOTAL</b>	<b>\$ 75,164</b>	<b>\$ 15,091</b>	<b>\$ 75,000</b>	<b>\$ 40,648</b>	<b>\$ 5,081</b>	<b>\$ 5,081</b>			<b>\$ 216,065</b>	<b>\$ 195,893</b>
<b>TASK 5. COLLABORATE WITH PARTNERS</b>										
Personnel & Benefits	123,673	24,831	100,000	60,546	7,568	7,568			324,186	291,787
Consultant Services	47,823	9,602	25,000	19,713	2,464	2,464			107,066	95,000
<b>TASK TOTAL</b>	<b>\$ 171,496</b>	<b>\$ 34,433</b>	<b>\$ 125,000</b>	<b>\$ 80,259</b>	<b>\$ 10,032</b>	<b>\$ 10,032</b>			<b>\$ 431,252</b>	<b>\$ 386,787</b>
<b>TASK 6. ADMINISTER THE AGENCY</b>										
Personnel & Benefits	158,759	31,875	269,764	115,996	14,500	14,500			605,394	559,019
Travel/Training	61,200	12,288							73,488	61,200
Consultant Services	41,987	8,430	50,000	24,900	3,113	3,113			131,543	120,000
<b>Direct Expenses</b>										
Facilities	155,953	31,312	101,436						288,701	257,389
Professional Services	55,900	11,223	20,000						87,123	75,900
Administrative Services & Fees	24,296	4,878	10,000						39,174	34,296
Graphics & Legal Advertising	9,800	1,968	10,000						21,768	19,800
Operational Supplies & Equipment	28,180	5,658	5,000						38,838	33,180
Capital Equipment & Improvements	18,000	3,614							21,614	18,000
<b>TASK TOTAL</b>	<b>\$ 554,075</b>	<b>\$ 111,246</b>	<b>\$ 466,200</b>	<b>\$ 140,896</b>	<b>\$ 17,613</b>	<b>\$ 17,613</b>			<b>\$ 1,307,643</b>	<b>\$ 1,178,784</b>
<b>TASK 7. TRANSFERS TO OTHER AGENCIES</b>										
Transfer to FDOT D4										
Transfer to MIAMI DADE TPO			65,000						65,000	65,000
<b>TOTAL TRANSFERS</b>			<b>\$ 65,000</b>						<b>\$ 65,000</b>	<b>\$ 65,000</b>
<b>TOTAL PLANNING FUNDS USED</b>	<b>\$ 1,291,275</b>	<b>\$ 259,260</b>	<b>\$ 1,405,647</b>	<b>\$ 565,080</b>	<b>\$ 70,636</b>	<b>\$ 70,636</b>	<b>\$ 49,789</b>		<b>\$ 3,712,323</b>	<b>\$ 3,382,427</b>
<b>TASK 8. AGENCY EXPENDITURES WITH LOCAL FUNDS</b>										
Non-reimbursable Expenses								100,000	100,000	100,000
<b>TASK TOTAL</b>								<b>100,000</b>	<b>100,000</b>	<b>100,000</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,291,275</b>	<b>\$ 259,260</b>	<b>\$ 1,405,647</b>	<b>\$ 565,080</b>	<b>\$ 70,636</b>	<b>\$ 70,636</b>	<b>\$ 49,789</b>	<b>\$ 100,000</b>	<b>\$ 3,812,323</b>	<b>\$ 3,482,427</b>



## Fiscal Year 2022 Agency Participation and Funding Sources by Task

BUDGET CATEGORY	FHWA PL	FDOT 18.07% Soft Match to FHWA	FHWA SU Funds	FTA 5305d	FDOT 10% Cash Match to FTA	10% Soft Match to FTA	CTD	TPA Local Funds	Total Expenditures	Total less Soft Matches
<b>TASK 1. ENGAGE THE PUBLIC</b>										
Personnel & Benefits	89,528	17,975	106,296	51,353	6,419	6,419			277,990	253,596
Consultant Services	17,027	3,419	10,000	7,087	886	886			39,305	35,000
<b>TASK TOTAL</b>	<b>\$ 106,555</b>	<b>\$ 21,394</b>	<b>\$ 116,296</b>	<b>\$ 58,440</b>	<b>\$ 7,305</b>	<b>\$ 7,305</b>			<b>\$ 317,295</b>	<b>\$ 288,596</b>
<b>TASK 2. PLAN THE SYSTEM</b>										
Personnel & Benefits	115,185	23,127	120,000	61,675	7,709	7,709	49,789		385,194	354,358
Consultant Services	114,503	22,990	332,000	109,775	13,722	13,722			606,712	570,000
Software Licensing	44,600	8,955							53,555	44,600
<b>TASK TOTAL</b>	<b>\$ 274,288</b>	<b>\$ 55,072</b>	<b>\$ 452,000</b>	<b>\$ 171,450</b>	<b>\$ 21,431</b>	<b>\$ 21,431</b>	<b>\$ 49,789</b>		<b>\$ 1,045,461</b>	<b>\$ 968,958</b>
<b>TASK 3. PRIORITIZE FUNDING</b>										
Personnel & Benefits	110,185	22,123	125,000	61,675	7,709	7,709			334,401	304,569
Consultant Services	13,610	2,733	25,000	10,124	1,266	1,266			53,999	50,000
<b>TASK TOTAL</b>	<b>\$ 123,795</b>	<b>\$ 24,856</b>	<b>\$ 150,000</b>	<b>\$ 71,799</b>	<b>\$ 8,975</b>	<b>\$ 8,975</b>			<b>\$ 388,400</b>	<b>\$ 354,569</b>
<b>TASK 4. IMPLEMENT PROJECTS</b>										
Personnel & Benefits	67,593	13,571	50,000	30,837	3,855	3,855			169,711	152,285
Consultant Services	13,610	2,733	25,000	10,124	1,266	1,266			53,999	50,000
<b>TASK TOTAL</b>	<b>\$ 81,203</b>	<b>\$ 16,304</b>	<b>\$ 75,000</b>	<b>\$ 40,961</b>	<b>\$ 5,121</b>	<b>\$ 5,121</b>			<b>\$ 223,710</b>	<b>\$ 202,285</b>
<b>TASK 5. COLLABORATE WITH PARTNERS</b>										
Personnel & Benefits	135,185	27,142	100,000	61,675	7,709	7,709			339,420	304,569
Consultant Services	38,358	7,701	35,000	19,237	2,405	2,405			105,106	95,000
<b>TASK TOTAL</b>	<b>\$ 173,543</b>	<b>\$ 34,843</b>	<b>\$ 135,000</b>	<b>\$ 80,912</b>	<b>\$ 10,114</b>	<b>\$ 10,114</b>			<b>\$ 444,526</b>	<b>\$ 399,569</b>
<b>TASK 6. ADMINISTER THE AGENCY</b>										
Personnel & Benefits	179,733	36,086	267,264	117,220	14,652	14,652			629,607	578,869
Travel/Training	64,260	12,902							77,162	64,260
Consultant Services	42,663	8,566	50,000	24,299	3,037	3,037			131,602	119,999
<b>Direct Expenses</b>										
Facilities	100,000	20,078	167,059						287,137	267,059
Professional Services	59,695	11,985	20,000						91,680	79,695
Administrative Services & Fees	26,011	5,222	10,000						41,233	36,011
Graphics & Legal Advertising	10,790	2,166	10,000						22,956	20,790
Operational Supplies & Equipment	29,839	5,991	5,000						40,830	34,839
Capital Equipment & Improvements	18,900	3,795							22,695	18,900
<b>TASK TOTAL</b>	<b>\$ 531,891</b>	<b>\$ 106,791</b>	<b>\$ 529,323</b>	<b>\$ 141,519</b>	<b>\$ 17,689</b>	<b>\$ 17,689</b>			<b>\$ 1,344,902</b>	<b>\$ 1,220,422</b>
<b>TASK 7. TRANSFERS TO OTHER AGENCIES</b>										
Transfer to FDOT D4			6,500						6,500	6,500
Transfer to MIAMI DADE TPO			65,000						65,000	65,000
<b>TOTAL TRANSFERS</b>			<b>\$ 71,500</b>						<b>\$ 71,500</b>	<b>\$ 71,500</b>
<b>TOTAL PLANNING FUNDS USED</b>	<b>\$ 1,291,275</b>	<b>\$ 259,260</b>	<b>\$ 1,529,119</b>	<b>\$ 565,081</b>	<b>\$ 70,635</b>	<b>\$ 70,635</b>	<b>\$ 49,789</b>		<b>\$ 3,835,794</b>	<b>\$ 3,505,899</b>
<b>TASK 8. AGENCY EXPENDITURES WITH TPA LOCAL FUNDS</b>										
Non-reimbursable Expenses								100,000	100,000	100,000
<b>TASK TOTAL</b>								<b>100,000</b>	<b>100,000</b>	<b>100,000</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,291,275</b>	<b>\$ 259,260</b>	<b>\$ 1,529,119</b>	<b>\$ 565,081</b>	<b>\$ 70,635</b>	<b>\$ 70,635</b>	<b>\$ 49,789</b>	<b>\$ 100,000</b>	<b>\$ 3,935,794</b>	<b>\$ 3,605,899</b>



## Multi-Year Business Plan

The transportation planning process creates several required documents and undergoes mandatory certifications on a regular basis. The TPA is required to produce and adopt a Priority Project List and a TIP every year, a UPWP every two years and a major update to the LRTP every five years. The TPA is certified by FDOT annually and by FHWA/FTA every four years.

To accommodate these differing schedules for work products, the TPA has created an overview with a multi-year plan to demonstrate funding availability to accomplish all required planning activities. The revenues and expenditures are approximate in the outer three years.

### Five-Year Business Plan

Grant Funded Activities					
Revenue Source	FY21	FY 22	FY 23	FY 24	FY 25
Federal Highway Administration (FHWA) PL Funds <sup>1</sup>	\$ 1,291,275	\$ 1,291,275	\$ 1,291,275	\$ 1,291,275	\$ 1,291,275
Federal Highway Administration (FHWA) SU Funds	\$ 1,405,647	\$ 1,529,119	\$ 1,556,807	\$ 1,646,354	\$ 1,739,115
Federal Transit Administration (FTA & FDOT)	\$ 572,144	\$ 572,144	\$ 572,144	\$ 572,144	\$ 572,144
FTA Local In-Kind SoftMatch <sup>2</sup>	\$ 63,572	\$ 63,572	\$ 63,572	\$ 63,572	\$ 63,572
FL Commission for Transportation Disadvantaged (CTD)	\$ 49,789	\$ 49,789	\$ 49,789	\$ 49,789	\$ 49,789
<b>TOTAL FUNDING</b>	<b>\$ 3,382,427</b>	<b>\$ 3,505,899</b>	<b>\$ 3,533,587</b>	<b>\$ 3,623,134</b>	<b>\$ 3,715,895</b>
Expenditures					
Personnel & Benefits (15FT and 1 Intern)	\$ 1,873,062	\$ 1,948,246	\$ 2,006,693	\$ 2,066,894	\$ 2,128,901
Travel/Training	\$ 61,200	\$ 64,260	\$ 66,188	\$ 68,173	\$ 70,219
Consultant Services	\$ 900,000	\$ 919,999	\$ 900,000	\$ 900,000	\$ 900,000
Direct Expenses	\$ 483,165	\$ 501,894	\$ 526,989	\$ 553,338	\$ 581,005
<b>TOTAL GRANT EXPENDITURES</b>	<b>\$ 3,317,427</b>	<b>\$ 3,434,399</b>	<b>\$ 3,499,870</b>	<b>\$ 3,588,406</b>	<b>\$ 3,680,125</b>
Transfers to Other Agencies					
Transfer to Others for Regional Tasks (FHWA SU)	\$ 65,000	\$ 71,500	\$ -	\$ -	\$ -
<b>Total Grant Expenditures and Transfers</b>	<b>\$ 3,382,427</b>	<b>\$ 3,505,899</b>	<b>\$ 3,499,870</b>	<b>\$ 3,588,406</b>	<b>\$ 3,680,125</b>
Locally Funded Activities					
Revenue Source					
TPA Member Dues	\$ 140,713	\$ 143,527	\$ 146,397	\$ 149,325	\$ 152,312
Expenditures					
Maximize Agency Effectiveness	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
Improve Public Engagement	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
Enhance Staff Performance	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Balance to TPA Reserve Fund	\$ 40,713	\$ 43,527	\$ 46,397	\$ 49,325	\$ 52,312
<b>TOTAL LOCAL EXPENDITURES</b>	<b>\$ 140,713</b>	<b>\$ 143,527</b>	<b>\$ 146,397</b>	<b>\$ 149,325</b>	<b>\$ 152,312</b>

1. FHWA Funds meet the required local match of 18.07% through a Soft (non-cash) contribution from FDOT.

2. FTA Funds meet the required local match of 10% through a Soft (non-cash) contribution from local partners for FY 21-25.



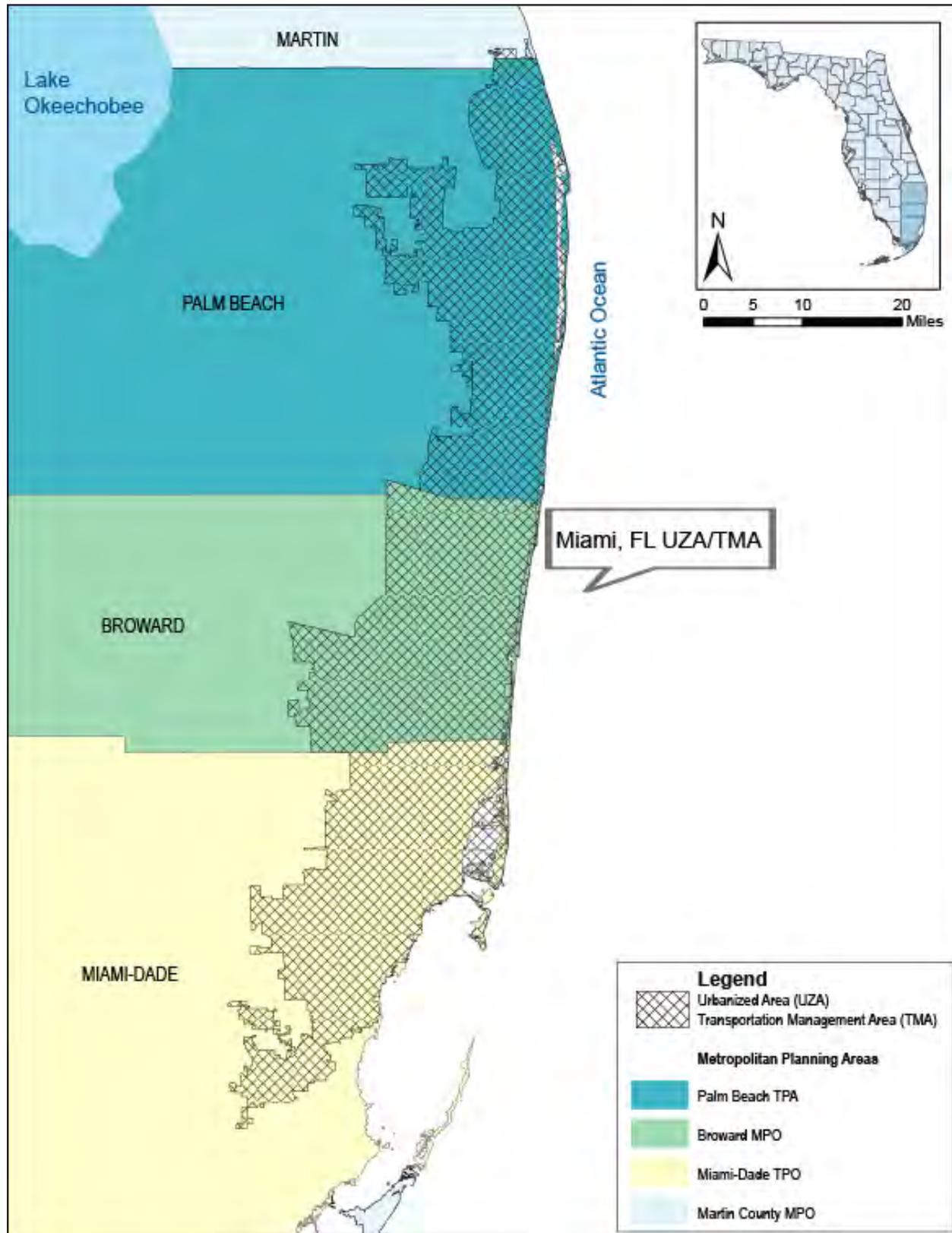
# Appendices

## Appendix A - Glossary

BMPO	Broward Metropolitan Planning Organization
BTPAC	Bicycle Trailways Pedestrian Advisory Committee
CAC	Citizens Advisory Committee
CMP	Congestion Management Process
COOP	Continuity of Operations Emergency Recovery Plan
CTC	Community Transportation Coordinator
CTD	Florida Commission for the Transportation Disadvantaged
ERC	Electronic Review and Comment
ETDM	Efficient Transportation Decision Making
FAST Act	Fixing America's Surface Transportation Act
FDOT	Florida Department of Transportation
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
FTP	Florida Transportation Plan
FY	Fiscal Year
GIS	Geographic Information System
JPA	Joint Participation Agreement
L RTP	Long Range Transportation Plan
MAP-21	Moving Ahead for Progress in the 21 <sup>st</sup> Century
MDTPO	Miami-Dade Transportation Planning Organization
MDT	Miami-Dade Transit Agency
MPO	Metropolitan Planning Organization
MPOAC	Florida Metropolitan Planning Organization Advisory Council
PBC	Palm Beach County
PBIA	Palm Beach International Airport
PD&E	Project Development and Environment
PEA	Planning Emphasis Area
PPP	Public Participation Plan
PL Funds	FHWA Urban Transportation Planning Funds
RTTAC	Regional Transportation Technical Advisory Committee
SEFTC	Southeast Florida Transportation Council
SFCS	South Florida Commuter Services
SFRPC	South Florida Regional Planning Council
SFRTA	South Florida Regional Transportation Authority
SIS	Strategic Intermodal System
STIP	State Transportation Improvement Program
SU	Surface Transportation Program Funds
SUN Trail	Shared Use Network Trail program
TAC	Technical Advisory Committee
TCRPC	Treasure Coast Regional Planning Council
TDLCB	Transportation Disadvantaged Local Coordinating Board
TDP	Transit Development Plan
TDSP	Transportation Disadvantaged Service Plan
TIP	Transportation Improvement Program
TRIP	Transportation Regional Incentive Program
TSM&O	Transportation System Management and Operations
USDOT	United States Department of Transportation
UPWP	Unified Planning Work Program
UZA	Urbanized Area



## Appendix B - Map of Miami Urbanized Area





## Appendix C - UPWP Statements, Assurances and Policies

FLORIDA DEPARTMENT OF TRANSPORTATION  
**UNIFIED PLANNING WORK PROGRAM (UPWP)  
STATEMENTS AND ASSURANCES**

525-010-08  
POLICY PLANNING  
05/18

### **DEBARMENT and SUSPENSION CERTIFICATION**

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

- (1) The Palm Beach TPA hereby certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in paragraph (b) of this certification; and
  - (d) Have not, within a three-year period preceding this certification, had one or more public transactions (federal, state or local) terminated for cause or default.
- (2) The Palm Beach TPA also hereby certifies that if, later, it becomes aware of any information contradicting the statements of paragraphs (a) through (d) above, it will promptly provide that information to the U.S.D.O.T.

\_\_\_\_\_  
Name: Councilmember Maria Marino  
Title: Palm Beach TPA Chair

May 21, 2020  
Date



FLORIDA DEPARTMENT OF TRANSPORTATION  
**UNIFIED PLANNING WORK PROGRAM (UPWP)  
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**LOBBYING CERTIFICATION for GRANTS, LOANS and COOPERATIVE AGREEMENTS**

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

- (1) No Federal or state appropriated funds have been paid or will be paid by or on behalf of the Palm Beach TPA, to any person for influencing or attempting to influence an officer or employee of any Federal or state agency, or a member of Congress or the state legislature in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Palm Beach TPA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts and subcontracts under grants, subgrants, loans, and cooperative agreement), which exceeds \$100,000, and that all such subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Name: Councilmember Maria Marino  
Title: Palm Beach TPA Chair

May 21, 2020  
Date



FLORIDA DEPARTMENT OF TRANSPORTATION  
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**DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION**

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

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

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

\_\_\_\_\_  
Name: Councilmember Maria Marino  
Title: Palm Beach TPA Chair

May 21, 2020  
Date



FLORIDA DEPARTMENT OF TRANSPORTATION  
**UNIFIED PLANNING WORK PROGRAM (UPWP)  
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**TITLE VI/ NONDISCRIMINATION ASSURANCE**

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

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

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

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

\_\_\_\_\_  
Name: Councilmember Maria Marino  
Title: Palm Beach TPA Chair

May 21, 2020  
Date



FLORIDA DEPARTMENT OF TRANSPORTATION  
**UNIFIED PLANNING WORK PROGRAM (UPWP)  
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### APPENDICES A and E

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

- (1) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - b. Cancellation, termination or suspension of the contract, in whole or in part.



FLORIDA DEPARTMENT OF TRANSPORTATION  
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- (6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (7) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,(42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973,(29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended,(42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended,(prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq)



## Appendix D - FDOT D-4 Planning Activities

[To be provided by FDOT District 4 staff]



## Transportation Planning Capacity Building (TPCB) Peer Program

# Palm Beach TPA Enhanced Transit Peer Exchange

### *A TPCB Peer Exchange Event*

**Location:** West Palm Beach, FL

**Date:** January 17, 2020

**Host Agency:** Palm Beach Transportation Planning Agency

**National Peers:** Sam Sargent, Capital Metro  
Wulf Grote, Valley Metro  
Scott Smith, Valley Metro

**Local Peers:** Tim Garling, Broward County Transit  
John Slot, Central Florida Regional Transportation Authority (LYNX)  
Nathaniel P. Ford Sr., Jacksonville Transportation Authority  
Brad Miller, Pinellas Suncoast Transit Authority

**Sponsoring Agencies:** Federal Transit Administration  
Federal Highway Administration



U.S. Department of Transportation  
**Federal Transit Administration**



U.S. Department of Transportation  
**Federal Highway Administration**

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6. AUTHOR(S) Jared Fijalkowski			5b. CONTRACT NUMBER	
7. PERFORMING ORGANIZATION NAME(S) AND ADDRESS(ES) U.S. Department of Transportation John A. Volpe National Transportation Systems Center 55 Broadway Cambridge, MA 02142-1093			8. PERFORMING ORGANIZATION REPORT NUMBER  DOT-VNTSC-FHWA-20-08	
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# Introduction

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This report highlights the presentations, discussions, and key takeaways from the “Palm Beach Transportation Planning Agency (TPA) Enhanced Transit Peer Exchange” held on January 17, 2020 in West Palm Beach, Florida. This event was sponsored by the joint Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) Transportation Planning Capacity Building (TPCB) Peer Program, and was jointly funded by FTA, FHWA, and the Palm Beach TPA. The goal of the peer exchange program is to facilitate knowledge transfer and capacity building by connecting peers from different States and/or agencies to exchange best practices and innovative solutions to transportation planning challenges.

## Peer Exchange Overview

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The Palm Beach TPA requested a peer exchange from the FHWA/FTA TPCB Program to provide the TPA with examples of how other regions with similar characteristics as Palm Beach County have planned and implemented enhanced, high-capacity transit systems (e.g., light rail, bus rapid transit). In particular, the Palm Beach TPA sought to learn how regions that planned and implemented enhanced transit had:

- Partnered and collaborated with other agencies and entities,
- Garnered political and public buy-in for the plans,
- Told the story of their successes, and
- Funded and/or financed their enhanced transit projects.

### Peer Selections

FTA, FHWA, and the Palm Beach TPA worked together to identify national peer agencies from which the Palm Beach TPA could learn about effective practices for planning and implementing enhanced transit. The two peer agencies were:

- Capital Metro in the Austin, Texas region; and
- Valley Metro in the Phoenix, Arizona region.

In addition to the two national peers, the Palm Beach TPA worked with Palm Trans to invite four Florida peers to participate and present on their enhanced transit experiences. Those agencies were:

- Broward County Transit in the Fort Lauderdale, Florida region;
- Central Florida Regional Transportation Authority (LYNX) in the Orlando, Florida region;
- Jacksonville Transportation Authority in the Jacksonville, Florida region; and
- Pinellas Suncoast Transit Authority in the St. Petersburg, Florida region.

A list of key peer exchange contacts is included in Appendix A.

### Peer Exchange Sessions

During the peer exchange, the Palm Beach TPA provided a brief overview of the region and its efforts to explore implementing enhanced transit. Then, the two national peers presented on their experiences in

planning and implementing enhanced, high-capacity transit in their regions. Following that, the Florida peers briefly presented on their experiences in planning enhanced transit. Representatives from FTA, FHWA, and the Volpe Center facilitated discussions among participants on the following topics:

- How best to partner and collaborate with other agencies and entities,
- How to garner political and public buy-in for planned enhanced transit investments,
- How to tell the story of success in implementing enhanced transit,
- Opportunities to fund and/or finance enhanced transit projects, and
- Next steps for the Palm Beach TPA and its partners to undertake in beginning to plan for enhanced transit in the Palm Beach region.

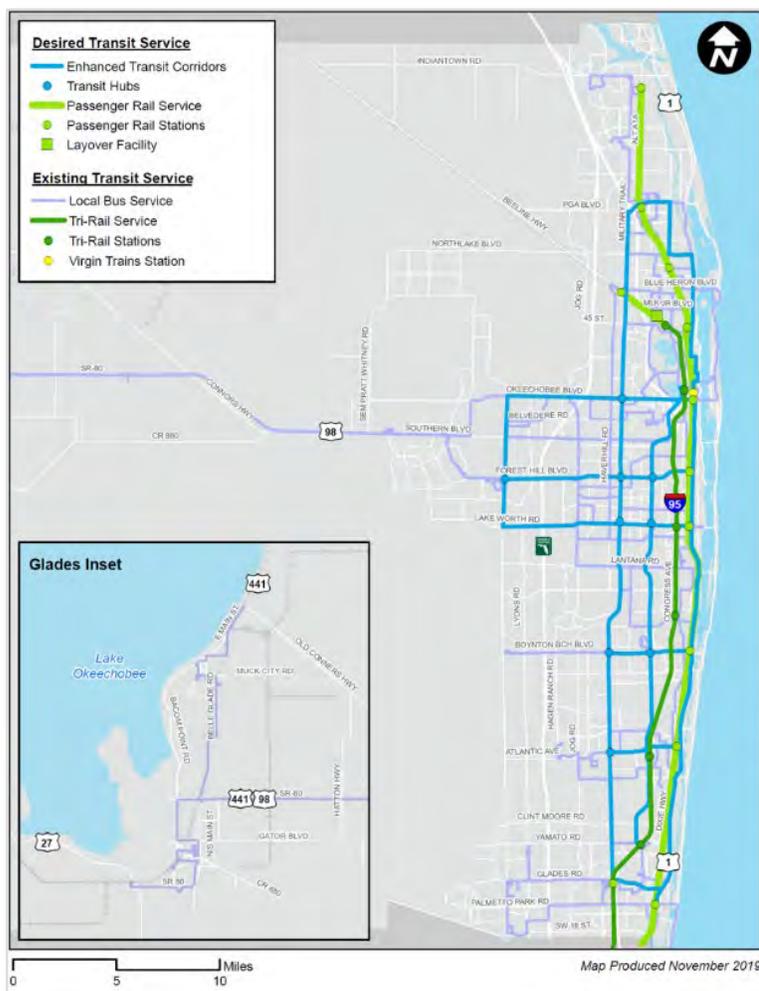
The peer exchange agenda is included in Appendix B.

## Host and Peer Presentations

### Palm Beach TPA

Palm Beach County is the northernmost of three counties in the Miami Urbanized Area. The county's population was approximately 1,471,000 in 2017, and it is expected to grow to 1,641,000 by 2030 and to 1,811,000 by 2045. Palm Beach County is served by three transit providers:

- Palm Tran, which operates 32 bus routes, paratransit, and a flex-deviated bus service;
- South Florida Regional Transportation Authority, which operates Tri-Rail, a commuter rail service from Mangonia Park in West Palm Beach to Miami International Airport; and
- Brightline/Virgin Trains USA, which operates passenger rail service from West Palm Beach to stations in Fort Lauderdale and Miami.



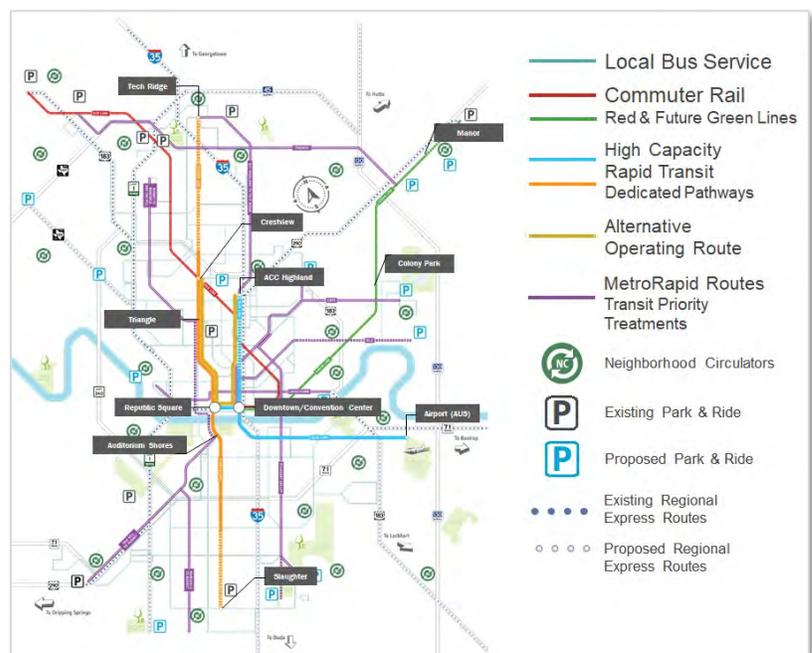
This map shows the Palm Beach TPA's desired transit service corridors and existing transit services (courtesy of the Palm Beach TPA).

The [Palm Beach TPA's 2045 Long Range Transportation Plan](#) identifies a “5-6-1 Plan” for enhanced transit, which includes a network of five north-south corridors and in six east-west corridors to form one connected system. The enhanced transit options that the region is considering include light rail transit (LRT), bus rapid transit (BRT), and “BRT Lite,” where buses operate in mixed traffic with frequent limited-stop service, branded vehicles and stations, level boarding, off-board fare payment, and transit signal priority.

## Capital Metro

Capital Metro, the transit agency for the Austin, Texas region, has a service area that covers 543 square miles and 1.1 million residents. It has an annual ridership of 31 million riders and an annual operating budget of \$403.7 million. The Austin region is rapidly growing, with a current population of approximately two million that is expected to double to four million in 20 years. Meanwhile, there is limited capacity to expand the highway network. Because of this, the region must use its transportation rights-of-way efficiently to be able to move people effectively in the future.

Despite the Austin region’s rapid growth, Capital Metro’s bus ridership declined by 11 percent from 2012 to 2017. The agency knew it would be difficult to convince politicians and the public to support high-capacity transit while ridership was declining. Therefore, Capital Metro embarked on [Cap Remap](#), an effort to redesign the bus network to make it more frequent, reliable, and connected. Capital Metro implemented Cap Remap in June 2018 and since has seen bus ridership grow by 15 percent with only a \$6-7 million increase in operating expenses. During its public outreach efforts for Cap Remap, Capital Metro implanted new public involvement strategies, including opening small community outreach offices to directly connect with the public about the changes to the bus network.



*This is a map of Capital Metro’s long-term vision plan for transit in the Austin region, which includes local bus service, commuter rail, high-capacity transit, and other transit services (courtesy of Capital Metro).*

Capital Metro’s long-term vision for transit in the Austin region is called [Project Connect](#). The plan includes new high-capacity transit lines, improved bus service, expanded and improved commuter rail, and new transit hubs to improve connections. The plan also envisions electric-powered transit vehicles, real-time transit tracking at over 100 stations, and improved frequency. Capital Metro sent staff to peer transit agencies as they developed their plan to learn first-hand how others were able to implement similar plans. Capital Metro also found it helpful to avoid discussing which mode of high-capacity transit to implement, which kept the focus on the problem and agreeing on investments to fund the solution.

As part of its public outreach strategy, Capital Metro is considering converting the small community outreach offices established for Cap Remap into customer outreach offices for Project Connect.

## Valley Metro

The Phoenix, Arizona region is one of the fastest growing regions in the country. The region is expected to grow from 4.5 million people in 2020 to 7.7 million people in 2050. Valley Metro, the region’s largest transit provider, opened 20 miles of light rail in 2008, and has since expanded the system by 8 miles. Light rail ridership makes up 25 percent of Valley Metro’s 65 million annual rides.

Valley Metro currently has several high-capacity transit projects under construction, including a streetcar line in Tempe, an expanded operations and maintenance center, and an expansion of the light rail south of downtown Phoenix. In addition, the agency is planning and designing other transit expansions to the northeast, northwest, and west of downtown Phoenix.

Despite Valley Metro’s success in implementing and expanding high-capacity transit in the Phoenix region, it has faced referenda to halt the agency’s transit expansion plans. In August 2019, voters rejected a proposition that would have ended Valley Metro’s light rail expansion plans. As a result, the plans to expand high-capacity transit in the Phoenix region continued to move forward.



*Valley Metro redesigned its community offices to be more inviting and engaging to the public (courtesy of Valley Metro).*

Valley Metro stressed the importance of having a robust community engagement process and political champions that can garner support for high-capacity transit projects. They also recommended getting consensus on the alignment of the transit routes, managing the project’s scope, and having agreements with the cities through which the transit will pass.

## Florida Peer Panel

During the Florida Peer Panel, representatives from four Florida transit agencies briefly presented on their experiences planning and implementing enhanced transit.

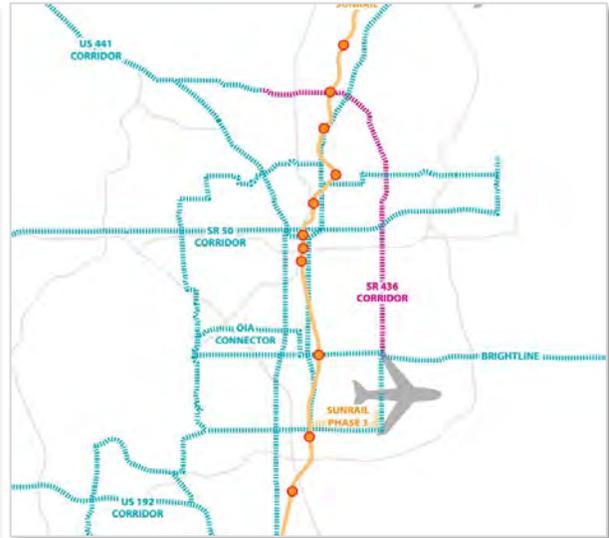
### Broward County Transit

In 2018, Broward County voters approved a one-cent sales tax increase for the Mobility Advancement Program. Broward County Transit (BCT) marketed the initiative as a “penny for transportation” and focused on what the region could do with the revenues instead of the costs of the projects. Now that the funding source is in place, BCT is planning how to invest in transit in the region. It began by

increasing service on the fixed-route bus network by 20 percent. The agency is also planning to implement BRT on seven major corridors and 26 miles of light rail.



BCT is planning 26 miles of light rail (courtesy of BCT).



LYNX is planning a BRT system to provide efficient, high-frequency service to the Orlando region (courtesy of LYNX).

### **Central Florida Regional Transportation Authority (LYNX)**

LYNX is planning to expand upon its existing bus services by implementing BRT in the Orlando region. The agency has identified key corridors for BRT that would connect major destinations, including Orlando International Airport, with high-frequency and high-capacity transit service. In addition to supplementing LYNX’s bus service, the planned BRT would also make critical connections to SunRail, Central Florida’s commuter rail service, which the Florida Department of Transportation operates.

### **Jacksonville Transportation Authority**

The Jacksonville Transportation Authority (JTA) operates the largest BRT system in the southeastern United States. The BRT system consists of three routes totaling approximately 45 miles. In addition, JTA is planning to implement the Ultimate Urban Circulator (U<sup>2</sup>C). The agency plans to convert and expand the Skyway (an automated people mover) into an autonomous vehicle network. U<sup>2</sup>C supports the vision of a vibrant, revitalized and better-connected Downtown Jacksonville.



JTA is testing the vehicle technology for U<sup>2</sup>C (courtesy of JTA).

### **Pinellas Suncoast Transit Authority**

In the last 10 years, there have been 57 BRT studies conducted within the Tampa Bay region. Also during this time, two ballot initiatives to fund transit expansions in Hillsborough County and one to fund transit expansion in Pinellas County failed. However, in 2018, Hillsborough County voters passed a ballot

initiative to support transit expansion. One of the differences between the previous failed initiatives and the successful 2018 initiative is the transit agency did not provide maps of what the ballot initiative would fund, under the theory that voters in areas not served by the routes on the map would not support the initiative. Instead, the transit agency highlighted the traffic reduction and pedestrian safety benefits that the funding would yield. Pinellas County voters will decide on a transit funding initiative in 2020. In the meantime, the Pinellas Suncoast Transit Authority (PSTA) is currently constructing its first BRT line, which will connect downtown St. Petersburg and the beach.



*PSTA recently broke ground on its first BRT line (courtesy of PSTA).*

## Group Discussions

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### Partnerships and Collaboration

During this discussion, the peers and participants discussed the following opportunities for partnerships and collaboration to advance plans for enhanced transit:

- Valley Metro recommended close coordination between the transit agency and the metropolitan planning organization (MPO). Valley Metro collaborated with the Maricopa Association of Governments (MAG, the MPO for the Phoenix region) on developing the transit component of MAG's Metropolitan Transportation Plan (MTP). For the transit expansion itself, Valley Metro conducted the planning, engineering, and environmental analysis, and the MAG Governing Board approved the project's mode and alignment.
- Capital Metro collaborated with the City of Austin to form a local government corporation via a joint development agreement. The corporation represents a dedicated joint governance to implement Project Connect. The corporation can issue revenue bonds, leverage Federal funding, and fund transit operations and management.
- Valley Metro also recommended partnering with local governments in areas where transit will be improved or expanded, as well as with professional and business organizations, chambers of commerce, and neighborhood groups. Colleges and universities can also be effective partners in supporting enhanced transit. Valley Metro also found AARP to be an effective partner in communicating the plans with older residents.
- Both Capital Metro and Valley Metro partnered closely with "friends of transit" organizations in their areas to promote and sell the high-capacity transit plans.

## Getting Public and Political Buy-In

During this discussion, the peers and participants discussed effective practices for the public and politicians to support enhanced transit:

- One participant asked the peers about what inspired their political leaders to support enhanced transit. Political leaders can convene key stakeholders and draw media attention, which makes disseminating the message easier. You also need political leaders to “close the deal,” using their political capital to assist in garnering public support at key decision points. It also helps to convince political leaders that the project will be their legacy project.



*Valley Metro is expanding the light rail system, the first phase of which opened in 2008 (courtesy of Valley Metro).*

- One common concern from the public is transit projects involve old technology, and with automated vehicles on the horizon, investing in transit is taking a step in the wrong direction. Valley Metro acknowledged that transit will be different in the future and will include new automated technologies. Valley Metro recommended explaining to the public how the plan will be part of an automated transportation future. Because of limited corridor capacity, high-capacity transit will be needed to move more people in the same amount of space.
- Crises are sometimes the catalysts to motivate communities to support enhanced transit, or at least to the point where people agree on the problem and that something needs to be done about it. In crisis, you look for the most familiar way out, which often leads to support for more traffic lanes. Transit has to be more aspirational; you need the community to believe transit is necessary for economic development, equity, and congestion mitigation.

## Telling the Story of Success

During this discussion, the peers and participants discussed effective practices for telling the story of success to build support for enhanced transit:

- Capital Metro knew it had to change the conversation about transit in the Austin region as ridership was declining. The Cap Remap project turned around the ridership trends, and the agency celebrated Cap Remap’s successes in increasing ridership and farebox revenue in order to build support for its transit expansion plans as part of Project Connect.

- In 2018, Valley Metro released a Quality of Life Report: *Building Communities + Enhancing Lives*. The report highlights the impacts the light rail has had on transit ridership, job creation, housing affordability, and other areas. The information in the Quality of Life Report has helped build a case for future expansions of high-capacity transit in the Phoenix region.
- Participants also discussed focusing on the economic benefits of investing in transportation. One stated that transportation is the one investment that government makes that guarantees an increase in economic activity.

## Funding and Financing

During this discussion, the peers and participants discussed various funding and financing strategies for enhanced transit:

- Both Capital Metro and Valley Metro have sought or are seeking competitive Federal funds for their high-capacity transit projects. The agencies' Federal funding sources included FTA's [Capital Investment Grant Program](#) (which includes New Starts, Small Starts, Core Capacity, and program of interrelated projects), the [Congestion Mitigation and Air Quality Improvement \(CMAQ\) Program](#), and the [Surface Transportation Block Grant Program](#). Most Federal funding programs require a local match.
- Other funding sources the peer agencies have pursued or are considering pursuing include sales tax increases and vehicle emissions taxes, both of which voters must approve.
- One participant remarked that transit agencies seeking to invest in enhanced transit should coalesce around a significant funding source to be able to make a significant impact.
- Another participant said ballot initiatives, often for sales tax increases in transit, can be successful and significant sources of revenue if the community has bought into the concept, and therefore supports the program.

## Getting Started with Enhanced Transit in Palm Beach

During this discussion, the peers and participants discussed how the Palm Beach TPA and its partner agencies might continue the planning for enhanced transit:



10 years after its first light rail line opened, Valley Metro published a quality of life report to showcase the light rail's impact on the Phoenix region since it opened (courtesy of Valley Metro).

- Several participants cautioned against identifying specific transit modes or solutions up-front. First, agencies should define the problem, and then make sure everyone, including the public and politicians, agree on what the problem is and that there needs to be a solution. Once you have this mutual understanding, then you should seek dedicated funding. Then, once the funding stream is in place, plan out exactly how to implement enhanced transit.
- Valley Metro also recommended not leading the public message about the project with a transit mode already identified. First, agencies should get agreement on the problem and that there needs to be a solution first. Then, get the public to buy into the concept of enhanced transit in specific corridors first.
- One participant anticipated members of the public arguing it is too hot and humid for enhanced transit to be effective in Palm Beach; people will not be willing to wait in the heat for transit. One peer suggested designing the transit system to mitigate the weather, including using heat-reducing materials and providing shade at transit waiting areas as well as along pedestrian and bicycle facilities to access transit to improve the experience. Another recommended pointing to successful systems in other warm cities, including Phoenix and Austin, among others.

## Key Takeaways

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At the end of the peer exchange, each participant offered a key takeaway that they learned during the event. These key takeaways are summarized below, categorized by the group discussion topics:

- How best to partner and collaborate with other agencies and entities:
  - Friends of Transit groups can help promote plans for enhanced transit.
  - Conduct peer city visits with staff, leadership, and community members to experience transit in similar communities.
- How to garner political and public buy-in for planned enhanced transit investments:
  - Innovation requires political buy-in.
  - You need to have champions for your plans and support from the communities.
  - A successful overhaul of the bus system can tee up public support for enhanced transit.
  - Celebrate your successes, big and small.
  - Today's commute will be your best commute going forward unless we act now.
  - You need to involve the public and stakeholders in developing and selling the solution to the problem.
  - Focus your message to the public on building a community, not just building transit.
  - Even if you think the problem is worth solving, you need to ensure the community agrees.
  - It is important to invest time into understanding what the community needs.
  - Lead with a "blank piece of paper" without maps, but have a vision that people can identify with. Transit expansion is more likely to be successful if you have grassroots support.
- How to tell the story of success in implementing enhanced transit:
  - Humanize your story and build the brand.
  - Vision is passion backed up by data.
  - Talk about the positive impacts to the community before you talk about the cost.
- Opportunities to fund and/or finance enhanced transit projects:

- Consider the costs over the entire lifecycle of light rail.
- Value capture is an opportunity to catalyze enhanced transit development.
- Palm Beach County needs a robust dedicated funding source to make enhanced transit a reality.
- Explain up-front how the annual operating expenses will be paid for.
- Next steps for the Palm Beach TPA and its partners to undertake in beginning to plan for enhanced transit in the Palm Beach region:
  - Preserve the rights of way that you intend to use for enhanced transit corridors.
  - Make transit stops pleasant, comfortable, something that reflects and supports the neighborhood, and is an advertisement for transit.
  - Think about transit as a utility – it should be there when people want or need it.
  - People will ride transit that serves them.
  - We have a number of successes in Palm Beach County we can celebrate and build upon as we plan for enhanced transit.
  - Palm Beach County needs more transportation options to be able to support economic development.
  - When planning enhanced transit, consider where growth will occur, not just where growth has already occurred.

# Appendices

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## Appendix A: Key Contacts

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## Appendix B: Peer Exchange Agenda

### Palm Beach TPA Enhanced Transit Peer Exchange Agenda

**Date:** January 17, 2020

**Location:** Palm Beach TPA | 301 Datura Street | West Palm Beach, FL 33401

Time	Topic
8:30 – 8:45 a.m.	<p><b>Welcome and Introductions</b></p> <p>FTA and FHWA welcome attendees, review the agenda, describe documentation/follow-up, establish ground rules for discussions, and introduce TPCB and the Peer Program.</p>
8:45 – 9:15 a.m.	<p><b>Palm Beach TPA Overview and Presentation</b></p> <p>The Palm Beach TPA presents an overview of the vision and desire to enhance transit in the region.</p>
9:15 – 10:15 a.m.	<p><b>Valley Metro Presentation: Enhanced Transit in the Phoenix Area</b></p> <p>Overview of Valley Metro’s experiences with planning and designing an enhanced transit system, including Q&amp;A.</p>
10:15 – 10:30 a.m.	<b>Break</b>
10:30 – 11:30 a.m.	<p><b>Capital Metro Presentation: Enhanced Transit in the Austin Area</b></p> <p>Overview of Capital Metro’s experiences with planning and designing an enhanced transit system, including Q&amp;A.</p>
11:30 a.m. – 12:00 p.m.	<p><b>Group Discussion: Partnerships and Collaboration</b></p> <p>A facilitated group discussion on how Valley Metro and Capital Metro engaged in partnerships and collaborated with other agencies to implement enhanced transit. Questions may include:</p> <ul style="list-style-type: none"> <li>• What role did the MPO play in the process?</li> <li>• How can the Palm Beach TPA build a coalition to implement enhanced transit?</li> </ul>
12:00 – 1:00 p.m.	<b>Lunch (to be provided by the Palm Beach TPA)</b>
1:00 – 2:00 p.m.	<p><b>Group Discussion</b></p> <p>A facilitated group discussion on the following topics:</p> <p><b>Getting Public and Political Buy-In</b></p> <ul style="list-style-type: none"> <li>• How did you get buy-in from politicians to move forward with enhanced transit?</li> <li>• How did you get buy-in from the public to move forward with enhanced transit?</li> <li>• How did you address opposition to your plans?</li> </ul> <p><b>Telling the Story of Success</b></p> <ul style="list-style-type: none"> <li>• What data did you collect for before/after metrics to tell the story?</li> <li>• When and how did you collect this data?</li> </ul> <p><b>Funding and Financing</b></p> <ul style="list-style-type: none"> <li>• What were your funding strategies?</li> <li>• How was the private sector involved in funding the transit expansion?</li> <li>• Did you use any Public Private Partnerships?</li> <li>• Did you consider Value Capture? If so, how?</li> </ul>

<b>Time</b>	<b>Topic</b>
<b>2:00 – 3:30 p.m.</b>	<p><b>Florida Transit Agencies Panel: Experience with Enhanced Transit</b></p> <p>A series of presentations from transit agencies in Florida that are working toward implementing enhanced transit. This session will also include a facilitated group discussion on opportunities in Florida for transit agencies to implement enhanced transit. The transit agencies will include, Jacksonville Transportation Authority, Miami Dade Transit, Broward County Transit, Pinellas Suncoast Transit Authority, and LYNX.</p>
<b>3:30 – 3:45 p.m.</b>	<b>Break</b>
<b>3:45 – 4:30 p.m.</b>	<p><b>Group Discussion: Getting Started with Enhanced Transit in Palm Beach</b></p> <p>A facilitated group discussion on how the TPA, transit agencies, and partners can begin the process of exploring enhanced transit in the region. Questions may include:</p> <ul style="list-style-type: none"> <li>• How did you overcome the chicken or the egg challenge of land use change or transit first to move forward?</li> <li>• How did the climate in your region influence your plans for enhanced transit?</li> <li>• What did your early public involvement approach look like?</li> <li>• How did you plan for impacts to businesses along the enhanced transit routes?</li> </ul>
<b>4:30 – 4:45 p.m.</b>	<p><b>Summary of Key Takeaways</b></p> <p>A facilitated discussion among attendees of key takeaways from the peer exchange’s discussions and next steps for the Palm Beach TPA and Palm Tran to address.</p>
<b>4:45 – 5:00 p.m.</b>	<p><b>Closing Remarks</b></p> <p>FTA, FHWA, the Palm Beach TPA, and local transit agencies make closing remarks.</p>



Agenda Item 4.A.2 - Interlocal Agreement with Broward MPO for Staff Insurance

1. What does the interlocal agreement do?
  - a. The interlocal agreement allows the Palm Beach TPA to enroll existing and new employees into the various employee health and welfare insurance plans currently available to Broward MPO employees.
  - b. The agreement commits the TPA to pay the premiums associated with the various coverages as well as an administrative fee to the Broward MPO to allow the MPO to recover staff and consultant costs associated with providing access to the benefits. Note that TPA staff continue to make employee contributions to the premiums to ensure no net increase in cost to the TPA.
  - c. The agreement facilitates compliance with Section 2.3.A (Employee Benefits - Insurance) of the TPA's Personnel Handbook.
2. Why was this an Emergency Purchase?
  - a. The services were necessary to comply with the TPA's Personnel Handbook.
  - b. The delay necessary to bring the interlocal agreement to the TPA Governing Board for execution was determined to be detrimental to the interests, health, safety and welfare of the TPA for the following reasons:
    - 1) The TPA Board meeting scheduled for March 19 was cancelled due to COVID-19 and at the time it was unclear if an April Board meeting would be conducted.
    - 2) The Broward MPO received authorization from their insurance providers to add TPA staff to their complement of coverages effective April 1, 2020 but their providers stressed the need to enroll TPA staff by this date to avoid adverse impacts associated with COVID-19.
    - 3) The existing TPA staff health care coverage (through COBRA) was of limited duration and did not allow for new employees to receive benefits mandated by the TPA's Personnel Handbook.
3. What are the fiscal implications to the TPA?
  - a. Annual cost to TPA for previous coverage: \$240,615
  - b. Annual cost to TPA for coverage through the Broward MPO: \$230,618
4. What are the fiscal implications to the TPA staff?

	Staff-Paid Premiums/month			Staff Paid Copays				Out of Pocket Max	
	Emp	Emp/ Spouse	Family	Doc.	Spec.	Urgent Care	ER		Presc.
Previous Coverage	\$42.16	\$220.10	\$374.14	\$20	\$40	\$25	\$200	\$20/\$50/\$70	\$5,000
Coverage through Broward MPO	\$0	\$145.60	\$204.26	\$5	\$45	\$0	\$0	\$10/\$35/\$70	\$5,000

**THIS INSTRUMENT RETURN TO:**  
**Nick Uhren, Executive Director**  
**Palm Beach Transportation Planning Agency**  
**301 Datura Street**  
**West Palm Beach, FL 33401**

**INTERLOCAL AGREEMENT FOR ADMINISTRATIVE SERVICES**  
**between the**  
**Broward Metropolitan Planning Organization**  
**and the**  
**Palm Beach Transportation Planning Agency**

THIS INTERLOCAL AGREEMENT FOR Administrative Services ("Agreement") is made and entered into this 18 day of March, 2020 by and between the **Broward Metropolitan Planning Organization** ("BMPO") and the Palm Beach MPO d/b/a the **Palm Beach Transportation Planning Agency** ("PBTPA"), two entities created and operating pursuant to the provisions of Chapters 163 and 339, Florida Statutes, collectively referred to as the "Parties".

**WITNESSETH**

**WHEREAS**, Section 339.175, Florida Statutes, provides for the designation of a metropolitan planning organization for each urbanized area of the state and the creation and operation of such metropolitan planning organizations pursuant to an interlocal agreement entered into pursuant to Section 163.01, Florida Statutes; and

**WHEREAS**, the Governor of Florida has designated the BMPO as the metropolitan planning organization for the Broward urbanized area and the BMPO is duly created and operated pursuant to an interlocal agreement between the Florida Department of Transportation ("FDOT") and the affected units of general purpose local government within the Broward urbanized area; and

**WHEREAS**, the Governor of Florida has designated the PBTPA as the metropolitan planning organization for the Palm Beach urbanized area and the PBTPA is duly created and operated pursuant to an interlocal agreement between FDOT and the affected units of general purpose local government within the Palm Beach urbanized area; and

**WHEREAS**, Section 339.175(2), Florida Statutes, provides that the BMPO and the PBTPA shall be considered legally independent governmental entities distinct from the state or the governing bodies of the local governments represented on the governing board of the BMPO or the PBTPA; and

**WHEREAS**, both the BMPO and the PBTPA are legally independent governmental entities and have the authority to contract with other governmental entities for the provision and exchange of certain services within the parameters as defined in this Agreement; and

**WHEREAS**, the PBTPA wishes to obtain certain support services from the BMPO to

assist the PBTPA in managing the continuing, cooperative, and comprehensive transportation planning process mandated by state and federal law and is authorized by Sections 339.175(6)(g) and 163.01, Florida Statutes, to contract with the BMPO for same; and

**WHEREAS**, the BMPO has the authority to enter into said Agreement and to provide the services hereinafter described; and

**WHEREAS**, the purpose of this Agreement is to define the services to be provided to the PBTPA by the BMPO and to fix the compensation to the BMPO for such services.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**1. RECITALS**

Each and all of the foregoing recitals (“WHEREAS” clauses) are hereby incorporated into this Agreement by reference. The failure of any of the recitals to be true and correct shall not invalidate this Agreement.

**2. PURPOSE AND SCOPE**

The purpose of this Agreement is limited to setting forth the terms and conditions applicable to the BMPO’s provision of Administrative Services (collectively referred to herein as the “Services”) to the PBTPA. The BMPO has no other authority, express or implied, over the PBTPA Governing Board, the PBTPA Executive Director, or the PBTPA Staff.

**3. EFFECTIVE DATE, TERM AND TERMINATION**

- a) **Effective Date.** This Agreement shall be effective as of April 1, 2020 (“Effective Date”). The BMPO shall file a fully executed copy of this Agreement with the Clerk of the Circuit Court of Broward County, Florida, and the PBTPA shall file a fully executed copy of this Agreement with the Clerk of the Circuit Court of Palm Beach County, pursuant to Chapter 163, Part I, Florida Statutes. This Agreement shall be recorded in the Official Public Records of Broward County and Palm Beach County.
- b) **Term.** This Agreement shall commence on the Effective Date (as defined herein) and shall continue up to and include August 31, 2022. This Agreement shall automatically renew for successive two (2) year periods, unless either party shall give the other not less than ninety (90) days prior notice of its intent not to allow the Agreement to renew. Notwithstanding the foregoing, in no event shall this Agreement be effective after August 31, 2042, without approval by the BMPO and PBTPA and formal execution of a new agreement.
- c) **Termination for Convenience.** Either party may terminate this Agreement for convenience upon not less than one-hundred eighty (180) calendar days prior written notice

to the other party. Upon passage of the time termination, a notice of termination of this Agreement shall be promptly executed by both parties and filed with the Clerk of Court of Palm Beach County, the Clerk of Court of Broward County, and recorded in the Official Public Records of Broward County and Palm Beach County.

- d) **Termination for Cause.** In the event of a default by either party, the non-defaulting party shall notify the other party, in writing of the default and of the time to cure the default (Notice to Cure). If such default is not cured, or sufficient effort is not made by the defaulting party, as determined solely by the non-defaulting party, to cure said default within thirty (30) business days of the defaulting party after the date of the Notice to Cure, the non-defaulting party may thereafter terminate this Agreement upon fifteen (15) calendar days written notice to the other party.
- e) **Termination – Records and Payment.** Upon termination of this Agreement for any reason, each party shall turn over to the other party within a reasonable period of time (not to exceed thirty (30) business days of the party initiating the termination ~~30 days~~) all records held by it with respect to this Agreement. The BMPO shall release all funds of the PBTPA then held by the BMPO after application thereof to any outstanding amounts owed hereunder to the BMPO. 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 the other party's default under this Agreement. A notice of termination of this Agreement shall be promptly executed by both parties and filed with the Clerk of Court of Palm Beach County, the Clerk of Court of Broward County, and recorded in the Official Public Records of Broward County and Palm Beach County.

After termination, this Agreement shall be of no further continuing effect, and the parties shall have no further obligations to each other hereunder except those specifically noted as surviving termination and those arising on or before the date of termination. This Section 3.(e) shall survive the termination of this Agreement.

#### 4. **BMPO RESPONSIBILITY**

- (a) Each year the BPMPO shall permit the PBTPA to enroll its employees in the same employee health and welfare insurance plans, at the same benefit, cost, and eligibility requirements, as those currently available to the BMPO employees, including health, supplemental health, life (employer-sponsored and employee voluntary), short- and long-term disability, dental and vision insurances ("BMPO Plans"). Enrollment by PBTPA employees, change of benefits, or cancelation of individual PBTPA employee coverage, shall occur in the same manner as BPMPO employees. The BMPO Plans do not include workers compensation coverage or retirement plan(s) (such as the Florida Retirement System or 457(b) plans).
- (b) The BMPO shall invoice the PBTPA on a monthly basis for its share of premiums under the BMPO Plans and the cost of any Administrative Fees as defined in Section 6.
- (c) The BMPO shall promptly notify the PBTPA regarding any changes in the BMPO Plans.

- (d) The BMPO shall include the PBTPA staff requirements in the procurement of any future BMPO Plans, and shall include one (1) PBTPA staff member on the evaluation committee of any BMPO Plans under consideration.
- (e) The BMPO shall have no management, control, or responsibility for PBTPA employees. The BMPO's role regarding health insurance shall be limited to enrolling PBTPA employees in BMPO Plans and processing changes in coverage according to the BMPO Plans' rules.
- (f) The BMPO shall not be responsible for any claims handling functions, including any payments for health services, which shall be solely the responsibility of the health insurance plans.

**5. PBTPA RESPONSIBILITY**

- (a) The PBTPA shall be responsible for determining and withholding any employee share of the monthly premiums associated with the BMPO Plans.
- (b) The PBTPA shall review the BMPO invoices and shall approve or reject such invoices within fifteen (15) PBTPA business days after receipt. The PBTPA shall process payment of any approved invoices in a timely manner.
- (c) The PBTPA acknowledges that the benefits under the BMPO Plans may not be available until the 1st of the month following eligibility ("Initial Enrollment Period") by the PBTPA employees as premiums are paid in advance. The PBTPA acknowledges that it and/or its employees shall be solely responsible for obtaining any benefits offered through the BMPO Plans or otherwise during the Initial Enrollment Period.
- (d) The PBTPA shall adopt and implement its own employment policies, including recruitment, retention, promotion, supervision, discipline and evaluation of PBTPA employees.
- (e) The PBTPA shall be responsible for communicating employee enrollment changes (new hires, terminations, dependent changes, *etc.*) to BMPO on a timely basis.
- (f) The PBTPA, as to its employees, shall be responsible for compliance with all applicable federal, state and local employment laws. The PBTPA shall also be responsible for responding to and defending against in any legal proceedings any claims brought under any federal, state and local employment laws, as well as any claims of wrongful termination of employment, libel, slander, intentional infliction of emotional distress, fraud, conspiracy, negligence, and breach of duty to employees.

6. **ADMINISTRATIVE FEES**

- (a) **Initial Fee.** The PBTPA shall pay to the BMPO a one-time set up fee ("Set Up Fee") of Two Thousand, Five Hundred and NO/XXX Dollars (\$2,500.00). The Set Up Fee includes BMPO staff time associated with initial enrollment of PBTPA's participants in the BMPO Plans, an educational open enrollment session and answering PBTPA employee questions about the BMPO Plans.
- (b) **Monthly Fees.** The PBTPA shall pay to the BMPO a monthly fee ("Monthly Administrative Fee") for those Services provided to the PBTPA by the BMPO pursuant to this Agreement. The monthly fee shall be calculated based upon actual hours expended and an hourly rate of \$50.00, not to exceed Seven Hundred Fifty and NO/XXX Dollars (\$750.00). The BMPO shall be permitted to increase the hourly rate and the not to exceed amount by three percent (3%) per year.
- (c) **Work by Outside Provider.** In the event the BMPO must hire an outside provider to perform the Services, the PBTPA: (i) shall be offered the opportunity to instead provide the Services itself, whether using its own employees or independent contractors; or (ii) shall reimburse the BMPO the *pro rata* invoice amounts of the BMPO's outside providers. *Pro rata* shall mean in the case of a lump sum invoice applicable to all employees of both the BMPO and PBTPA, a sum applicable to the PBTPA computed by taking the total number of PBTPA employees enrolled in the program as the numerator and the total number of PBTPA and BMPO employees enrolled in the program as the denominator times the lump sum invoice amount. *Pro rata* shall mean in the case of less than all employees of either the BMPO or the PBTPA, the amount applicable to PBTPA employees. Any such costs shall be reimbursed monthly to the BMPO by the PBTPA pursuant to the mechanism outlined in Section 4(b).

7. **MISCELLANEOUS**

- (a) **Notices.** Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one party to another, the content, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to and received by the party intended to receive it: (i) by hand delivery to the person(s) hereinafter designated, or (ii) by overnight hand delivery (such as FedEx) addressed as follows, or (iii) through the United States Mail, postage prepaid, certified mail, return-receipt requested, or (iv) delivered and received by facsimile telephone transmission or other electronic transmission (provided that an original of the electronically transmitted document is delivered within five (5) days after the document was electronically transmitted as provided in Section 8.(a)(i), (ii), or (iii) above) upon the date so delivered to and received by the person to whom it is at the address set forth opposite the party's name below. Notice shall be deemed to have been given at the time it is hand delivered, deposited with the overnight courier, deposited in the U.S. Mail, or electronically transmitted (provided an original copy is delivered within five (5) days thereafter). Either party may unilaterally change its addressee or address by giving notice to the other party at anytime.

To BMPO: BMPO Executive Director  
Broward MPO  
100 West Cypress Creek Road  
6<sup>th</sup> Floor, Suite 650  
Fort Lauderdale, Florida 33309

With a copy to: Alan L. Gabriel, Esq.  
Weiss Serota Helfman Cole & Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, Florida 33301

To PBTPA: PBTPA Executive Director  
Palm Beach Transportation Planning Agency  
301 Datura Street  
West Palm Beach, FL 33401

With a copy to: Paul Gougelman, Esq.  
Weiss Serota Helfman Cole & Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, Florida 33301

- (b) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any provision of this Agreement is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations or interferences, fire or other casualty, court injunction, or any circumstances, which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed.
- (c) **Relationship of Parties.** This Agreement is not intended to create and does not create an agency or partnership relationship between the BMPO and PBTPA.
- (d) **Governing State Law; Venue.** The rights, obligations and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for litigation of this Agreement shall be in courts of competent jurisdiction located in Broward County, Florida.
- (e) **Severability.** If any term, provision or remedy of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term, provision or remedy of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

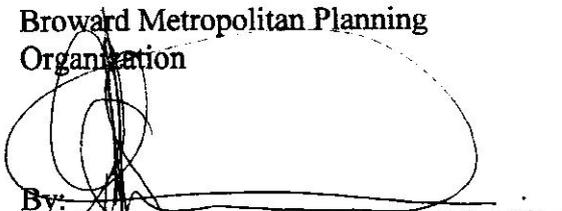
- (f) **Headings.** Article and section headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.
- (g) **Construction.** Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as *Fortius Contra Preferentem* shall not be applied to the interpretation of this Agreement.
- (h) **Assignability.** This Agreement shall not be assigned by either party without the express written permission of the other party.
- (i) **Entire Agreement/Amendments.** This Agreement constitutes the entire agreement between the parties hereto. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party, or any representative of either party, which is not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.
- (j) **Amendment to this Agreement.** Except as provide in Section 8.(a), this Agreement may be amended only by following the same procedures required for creating this Agreement.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the authorized representatives of the parties hereto have executed and delivered this Agreement as of the Effective Date.

BMPO

Broward Metropolitan Planning  
Organization

By:   
Gregory Stuart, Executive Director

PBTPA

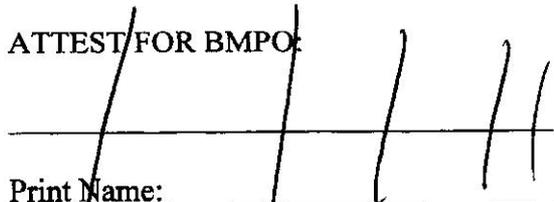
Palm Beach MPO, d/b/a  
Palm Beach Transportation  
Planning Agency

By:   
Nick Uhren, Executive Director

Date: 3/18/2020

Date: 3/18/2020

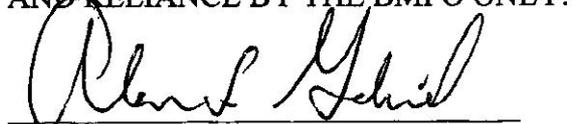
ATTEST FOR BMPO:

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

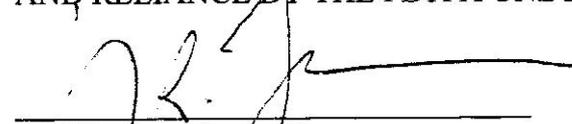
ATTEST FOR PBTPA:

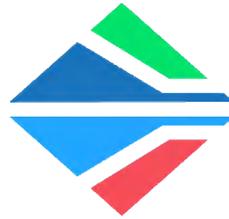
  
Margarita Pierce, TPA Executive Administrator

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE USE OF  
AND RELIANCE BY THE BMPO ONLY:

  
Alan L. Gabriel, Esq.  
Weiss Serota Helfman Cole & Bierman, P.L.

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE USE OF  
AND RELIANCE BY THE PBTPA ONLY:

  
Paul R. Gougelman, Esq.  
TPA General Counsel



# PALM BEACH Transportation Planning Agency

## Fiscal Report

FY 2019 4th Quarter  
04/01/2019-06/30/2019

Grant Funded Activities	Annual Budget	Budget YTD	Actual YTD	
<b>Revenue Source</b>				
Federal Highway Administration (FHWA)	\$ 1,312,101	\$ 1,312,101	\$ 1,136,551	-13%
Federal Transit Administration (FTA)	\$ 1,434,806	\$ 1,434,806	\$ 951,726	-34%
FTA Match from Palm Beach County	\$ 159,423	\$ 159,423	\$ 105,747	-34%
Commission for Transportation Disadvantaged	\$ 49,795	\$ 49,795	\$ 49,789	0%
Total Revenue	\$ 2,956,125	\$ 2,956,125	\$ 2,243,814	-24%
<b>Expenditures</b>				
Personnel & Benefits	\$ 1,063,551	\$ 1,063,551	\$ 1,034,699	-3%
Travel & Training	\$ 61,200	\$ 61,200	\$ 38,866	-36%
Consultant Services	\$ 892,316	\$ 892,316	\$ 684,792	-23%
<b>Direct Expenses</b>				
Facilities	\$ 669,418	\$ 669,418	\$ 228,644	-66%
Professional Services	\$ 63,900	\$ 63,900	\$ 60,464	-5%
Administrative Services & Fees	\$ 30,960	\$ 30,960	\$ 9,775	-68%
Graphics & Legal Advertising	\$ 19,800	\$ 19,800	\$ 12,222	-38%
Operational Supplies & Equipment	\$ 28,380	\$ 28,380	\$ 20,982	-26%
Capital Equipment & Improvements	\$ 18,000	\$ 18,000	\$ -	-100%
Plan the System Software Licensing	\$ 8,600	\$ 8,600	\$ 8,600	0%
Total Expenditures	\$ 2,856,125	\$ 2,856,125	\$ 2,099,042	-27%
<b>Transfers to Other Agencies</b>				
To Broward MPO for Regional Plan <sup>2</sup>	\$ 100,000	\$ 100,000	\$ 100,000	0%
Total Transfers	\$ 100,000	\$ 100,000	\$ 100,000	0%
Total Expenditures & Transfers	\$ 2,956,125	\$ 2,956,125	\$ 2,199,042	-26%
Net Revenue Less Expenditures & Transfers	\$ -	\$ -	\$ 44,772	

Locally Funded Activities	Annual Budget	Budget YTD	Actual YTD	Variance <sup>1</sup>
<b>Revenue Source</b>				
TPA Member Dues	\$ 74,336	\$ 74,336	\$ 74,336	0%
<b>Expenditures</b>				
Maximize Agency Effectiveness	\$ 10,000	\$ 10,000	\$ 500	-95%
Improve Public Engagement	\$ 40,000	\$ 40,000	\$ 11,403	-71%
Enhance Staff Performance	\$ 15,000	\$ 15,000	\$ 4,241	-72%
Total Expenditures	\$ 65,000	\$ 65,000	\$ 16,144	-75%
Net Revenue Less Expenditures <sup>3</sup>	\$ 9,336	\$ 9,336	\$ 58,192	

### Notes

1. Variance is calculated as (Actual YTD - Budget YTD) / Budget YTD.

2. Transfer for the Regional Plan occurs only in Q1.

3. Net revenue less expenditures for Locally Funded Activities will be applied to the TPA reserve fund at end of the fiscal year



# PALM BEACH Transportation Planning Agency

## Fiscal Report

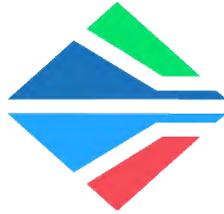
FY 2020 1st Quarter  
Period 07/01/2019-09/30/2019

Grant Funded Activities	Annual Budget	Budget YTD	Actual YTD	Variance <sup>1</sup>
<b>Revenue Source</b>				
Federal Highway Administration (FHWA) PL Funds	\$ 3,283,713	\$ 895,928	\$ 1,075,825	20%
Federal Highway Administration (FHWA) SU Funds	\$ 600,000	\$ 225,000		-100%
Federal Transit Administration (FTA)	\$ 636,764	\$ 159,191	\$ 217,057	36%
Commission for Transportation Disadvantaged	\$ 49,795	\$ 12,449	\$ 15,460	24%
Total Revenue	\$ 4,570,272	\$ 1,292,568	\$ 1,308,342	1%
<b>Expenditures</b>				
Personnel & Benefits	\$ 1,818,593	\$ 454,648	\$ 288,053	-37%
Travel & Training	\$ 64,260	\$ 16,065	\$ 13,246	-18%
Consultant Services	\$ 1,502,037	\$ 375,509	\$ 95,433	-75%
<b>Direct Expenses</b>				
Facilities <sup>2</sup>	\$ 705,090	\$ 176,273	\$ 786,208	346%
Professional Services	\$ 67,095	\$ 16,774	\$ -	-100%
Administrative Services & Fees	\$ 32,508	\$ 8,127	\$ -	-100%
Graphics & Legal Advertising	\$ 20,790	\$ 5,198	\$ 1,277	-75%
Operational Supplies & Equipment	\$ 29,799	\$ 7,450	\$ 3,157	-58%
Capital Equipment & Improvements	\$ 185,500	\$ 46,375	\$ 1,620	-97%
Plan the System Software Licensing	\$ 44,600	\$ 11,150	\$ -	-100%
Total Expenditures	\$ 4,470,272	\$ 1,117,568	\$ 1,188,993	6%
<b>Transfers to Other Agencies</b>				
To Broward MPO for Regional Plan <sup>3</sup>	\$ 100,000	\$ 100,000	\$ 100,000	0%
Total Transfers	\$ 100,000	\$ 100,000	\$ 100,000	0%
Total Expenditures & Transfers	\$ 4,570,272	\$ 1,217,568	\$ 1,288,993	6%
<b>Net Revenue Less Expenditures &amp; Transfers</b>			\$ 19,349	

Locally Funded Activities	Annual Budget	Budget YTD	Actual YTD	Variance <sup>1</sup>
<b>Revenue Source</b>				
TPA Member Dues	\$ 136,146	\$ 34,037	\$ 137,991	305%
<b>Expenditures</b>				
Maximize Agency Effectiveness	\$ 45,000	\$ 11,250	\$ -	-100%
Improve Public Engagement	\$ 40,000	\$ 10,000	\$ 6,790	-32%
Enhance Staff Performance	\$ 15,000	\$ 3,750	\$ 300	-92%
Total Expenditures	\$ 100,000	\$ 25,000	\$ 7,090	-72%
<b>Net Revenue Less Expenditures<sup>4</sup></b>			\$ 130,901	

### Notes

1. Variance is calculated as (Actual YTD - Budget YTD) / Budget YTD.
2. Unspent facilities funding of \$440,774 from FY19 is also available in FY20.
3. Transfer for the Regional Plan occurs only in Q1.
4. Net revenue less expenditures for Locally Funded Activities will be applied to the TPA reserve fund at end of the fiscal year



# PALM BEACH Transportation Planning Agency

## Fiscal Report

FY 2020 2nd Quarter  
10/01/2019-12/31/2019

Grant Funded Activities	Annual Budget	Budget YTD	Actual YTD	Variance <sup>1</sup>
<b>Revenue Source</b>				
Federal Highway Administration (FHWA)	\$ 3,283,713	\$ 1,691,857	\$ 1,655,953	-2%
Federal Highway Administration (FHWA) SU Funds	\$ 600,000	\$ 300,000		-100%
Federal Transit Administration (FTA)	\$ 636,764	\$ 318,382	\$ 528,746	66%
Commission for Transportation Disadvantaged	\$ 49,795	\$ 24,898	\$ 29,424	18%
<b>Total Revenue</b>	<b>\$ 4,570,272</b>	<b>\$ 2,335,136</b>	<b>\$ 2,214,124</b>	<b>-5%</b>
<b>Expenditures</b>				
Personnel & Benefits	\$ 1,818,593	\$ 909,297	\$ 598,893	-34%
Travel & Training	\$ 64,260	\$ 32,130	\$ 23,973	-25%
Consultant Services	\$ 1,502,037	\$ 751,019	\$ 245,455	-67%
Direct Expenses				
Facilities	\$ 705,090	\$ 352,545	\$ 1,068,516	203%
Professional Services	\$ 67,095	\$ 33,548	\$ 1,200	-96%
Administrative Services & Fees	\$ 32,508	\$ 16,254	\$ 22,199	37%
Graphics & Legal Advertising	\$ 20,790	\$ 10,395	\$ 1,907	-82%
Operational Supplies & Equipment	\$ 29,799	\$ 14,900	\$ 19,869	33%
Capital Equipment & Improvements	\$ 185,500	\$ 92,750	\$ 82,592	-11%
Plan the System Software Licensing	\$ 44,600	\$ 22,300	\$ 25,769	16%
<b>Total Expenditures</b>	<b>\$ 4,470,272</b>	<b>\$ 2,235,136</b>	<b>\$ 2,090,373</b>	<b>-6%</b>
<b>Transfers to Other Agencies</b>				
To Broward MPO for Regional Plan <sup>2</sup>	\$ 100,000	\$ 100,000	\$ 100,000	0%
<b>Total Transfers</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>0%</b>
<b>Total Expenditures &amp; Transfers</b>	<b>\$ 4,570,272</b>	<b>\$ 2,335,136</b>	<b>\$ 2,190,373</b>	<b>-6%</b>
<b>Net Revenue Less Expenditures &amp; Transfers</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 23,751</b>	

Locally Funded Activities	Annual Budget	Budget YTD	Actual YTD	Variance <sup>1</sup>
<b>Revenue Source</b>				
TPA Member Dues	\$ 136,146	\$ 136,146	\$ 137,991	1%
<b>Expenditures</b>				
Maximize Agency Effectiveness	\$ 45,000	\$ 22,500	\$ -	-100%
Improve Public Engagement	\$ 40,000	\$ 20,000	\$ 8,618	-57%
Enhance Staff Performance	\$ 15,000	\$ 7,500	\$ 2,552	-66%
<b>Total Expenditures</b>	<b>\$ 100,000</b>	<b>\$ 50,000</b>	<b>\$ 11,170</b>	<b>-78%</b>
<b>Net Revenue Less Expenditures<sup>3</sup></b>	<b>\$ 36,146</b>	<b>\$ 86,146</b>	<b>\$ 126,821</b>	

### Notes

1. Variance is calculated as (Actual YTD - Budget YTD) / Budget YTD.
2. Transfer for the Regional Plan occurs only in Q1.
3. Net revenue less expenditures for Locally Funded Activities will be applied to the TPA reserve fund at end of the fiscal year
4. Unspent facilities funding of \$440,774 from FY19 is also available in FY20.

## January 2020

# Public Involvement Activity Report



**PALM BEACH**  
Transportation  
Planning Agency

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

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

**Transportation Matters E-News Issue: January 13, 2020 (1,642 email recipients)**

### Highlights



Jan. 17 Enhanced Transit Peer Exchange with Phoenix, AZ and Austin, TX

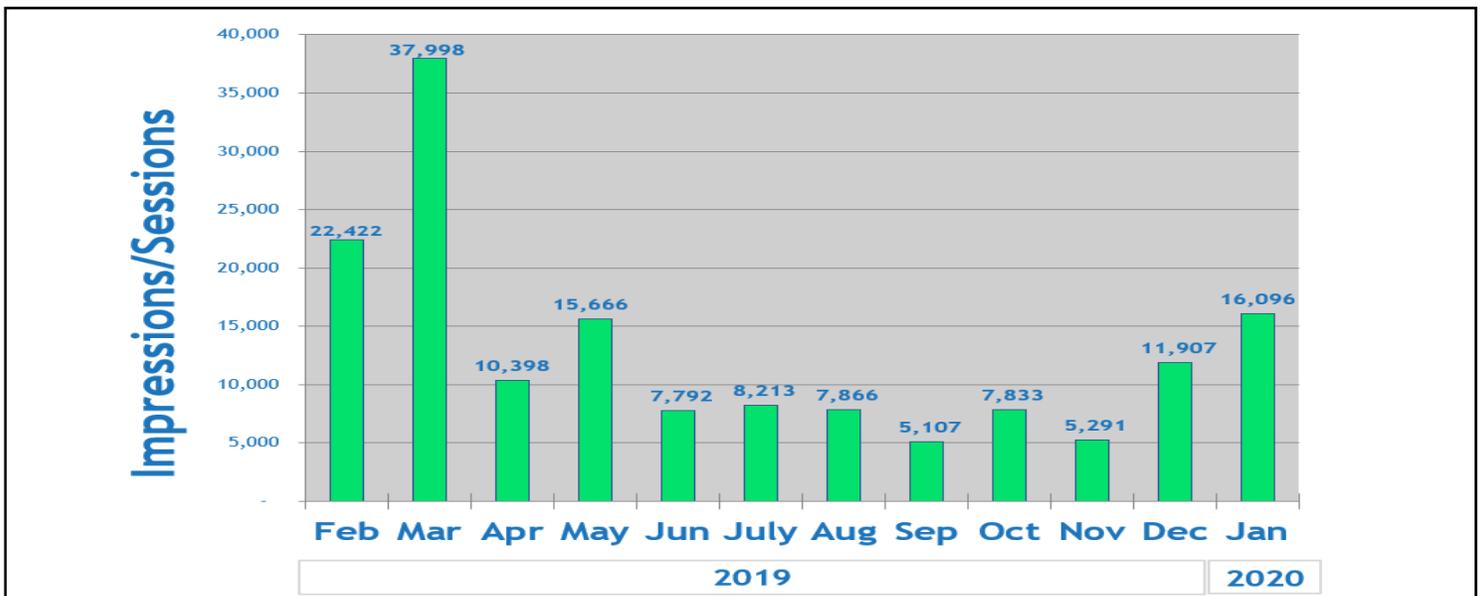


Jan. 24 TPA Open House for new 301 Datura St. office

### Platforms

	TPA Website	Facebook	Twitter	LinkedIn
Users or Followers	1,979	1,095	891	264
Number of Posts	N/A	5	19	3
Impressions or Sessions	2,699	2,410	10,431	556

### Online Engagement



# February 2020

## Public Involvement Activity Report



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

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

**Transportation Matters E-News Issue: February 26, 2020** (1,642 email recipients)

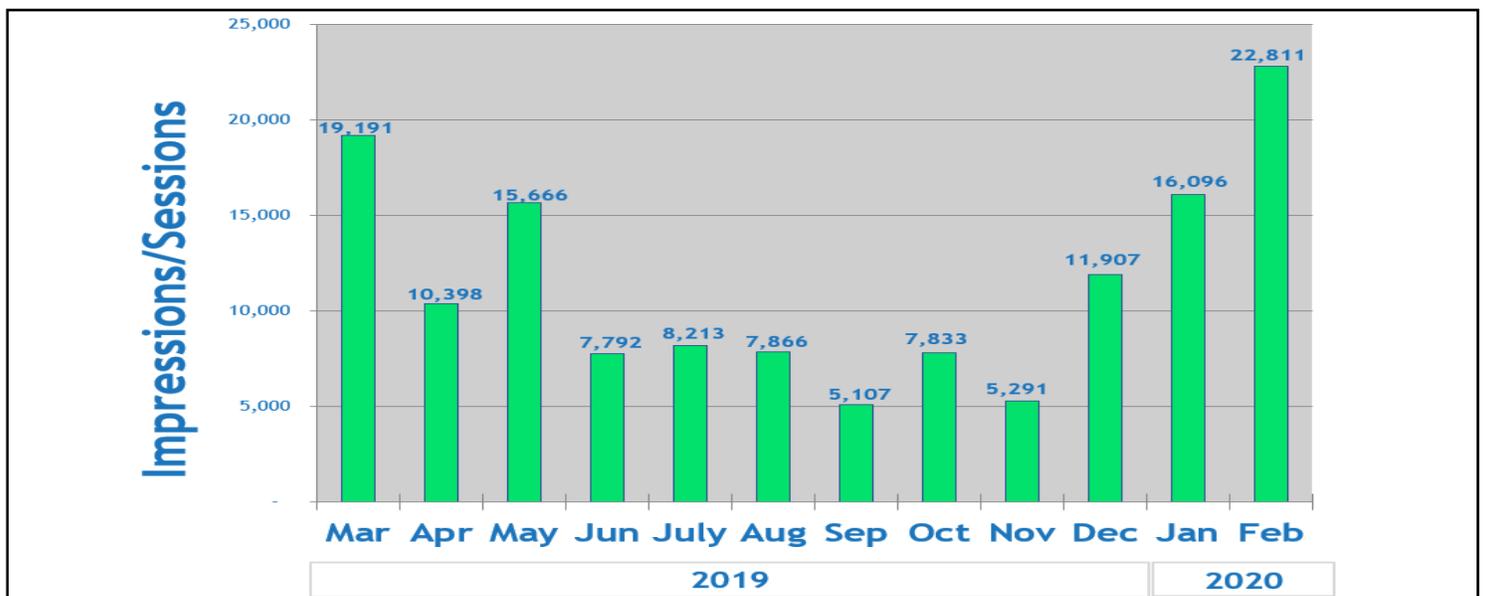
### Highlights

- Feb. 1 WPB Vision Zero Safety Fair
- Feb. 6-7 Safe Streets Summit (photos below)
- Feb. 11 Indian Trail Improvement District
- Feb. 12 Local Coordinating Board (LCB) Public Workshop

### Platforms

	TPA Website	Facebook	Twitter	LinkedIn
Users or Followers	5,751	1,095	913	265
Number of Posts	N/A	2	30	1
Impressions or Sessions	7,670	260	14,752	129

### Online Engagement



# March 2020

## Public Involvement Activity Report



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

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

**Transportation Matters E-News Issues: March 13 and March 27 (1,791 email recipients)**

### Highlights

**Bike Month proclamation ceremonies:**  
 Palm Beach County  
 City of Boca Raton  
 City of Greenacres  
 Town of Jupiter  
 City of Palm Beach Gardens  
 Village of Wellington

Mar. 11-12 TPA hosted Placemaking with Form-Based Codes training

Mar. 4 Alliance of Delray presentation photo below



### Platforms

				
Users or Followers	1,536	1,202	914	284
Number of Posts	N/A	13	14	6
Impressions or Sessions	2,193	2,852	12,437	788

### Online Engagement

