

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: **May 16, 2017** **Consent** **Regular**
 Ordinance **Public Hearing**

Department: **Palm Beach Metropolitan Planning Organization**

Submitted By: **Palm Beach Metropolitan Planning Organization**

Submitted For: **Palm Beach Metropolitan Planning Organization**
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I. EXECUTIVE BRIEF

Staff recommends motion to:

(A) Approve a budget amendment in Fund 1360 in the amount of (\$52,955);

(B) Approve a budget transfer in Fund 0001 in the amount of (\$5,296); and


(C) Receive and File: Joint Participation Agreement between the Florida Department of Transportation (FDOT) and the Palm Beach Metropolitan Planning Organization (MPO), JPA G0357 in the amount of \$656,074, JPA G0357 Supplemental Agreement 01 with an increase of \$1,232,399, and JPA G0357 Supplemental Agreement 02 with an increase of \$676,017 for a total amount of \$2,564,490.


Summary: This amendment is necessary to adjust the County Budget to the actual amount approved by FDOT and correct the amount of required match (10%) for the grant. Countywide (DR)

Background and Justification: Federal Transit Administration (FTA) provides funding under Section 5305 to the MPO to administer the metropolitan transportation planning process for the Palm Beach County region. Funding is reimbursed by the FTA in a 10% match relationship with the county. The FDOT administers this program as a pass-through agency for the funds. The FDOT funding agreements are renewed every 2-5 years. Upon grant renewal, the remaining funding from the previously closed agreement is added to the funding of the new agreement via supplemental agreement. On October 1, 2015, JPA G0357 was signed with initial funding for the period of October 1, 2015 through September 30, 2016. On June 6, 2016, JPA G0357 Supplemental Agreement 01 was signed to carry forward funding from the previous agreement. On November 1, 2016, JPA G0357 Supplemental Agreement 02 was signed to provide funding for October 1, 2016 through September 30, 2017.

Attachments:

1. JPA G0357
2. JPA G0357 Supplemental Agreement 01
3. JPA G0357 Supplemental Agreement 02
4. Budget Amendment Fund 1360
5. Budget Transfer Fund 0001

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Recommended By:  4/24/17
 Department Director **Date**

Approved By:  5/6/17
 Assistant County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	20 17	20 18	20 19	20 20	20 21
Capital Expenditures	(\$52,955)				
Operating Costs					
External Revenue	\$47,659				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$(5,296)				

No. ADDITIONAL FTE POSITIONS (Cumulative) N/A

Is Item Included In Current Budget? Yes _____ No X

Budget Account No.:

Fund 1360 Department 560 Unit 5652 Object _____

Reporting Category

B. Recommended Sources of Funds/Summary of Fiscal Impact:
Funding sources are grants from FDOT.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

J. K. A. L. 4/25/17
OFMB JET 4/25 [initials]

[Signature] 5/4/17
Contract Dev. and Control
\$/4/17 [initials]

B. Legal Sufficiency:

[Signature] 5/8/2017
Assistant County Attorney

C. Other Department Review:

Department Director



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

October 2, 2015

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



Subject: **FM No.:** **413735-2-14-01**
 Contract No.: **G0357**
 Description: **Section 5305d JPA**

Dear Mr. Uhren:

Enclosed are two (2) fully executed Joint Participation Agreements (JPA) for the above referenced project. Please keep this office advised of the progress on this project as required by the JPA.

In accordance with Paragraph 16.00, the expiration date of the agreement is **September 30, 2020**. At expiration, any unused funds will be unencumbered and the contract will be canceled. If the contract needs to be extended, please notify us in writing at least 60 days prior to the expiration date. In addition, Paragraph 16.10 requires final invoicing within 120 days after the contract expiration date.

Should you have any questions regarding this Agreement, please call me at (954) 717-2253.

Sincerely,

Lisa W. Maack, AICP
Multimodal Coordinator
Office of Modal Development

encl

cc: File

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

725-030-05
PUBLIC TRANSPORTATION
OGC - 12/14
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Financial Project No.: 413735-2-14-01 <small>(item-segment-phase-sequence)</small>	Fund: <u>DPTO,DU</u> Function: <u>615</u> Federal No.: <u>PL-80-0010-00</u> DUNS No.: <u>80-939-7102</u> Agency DUNS No.: <u>799116780</u>	FLAIR Approp.: <u>088774</u> FLAIR Obj.: <u>780000</u> Org. Code: <u>55042010429</u> Vendor No.: <u>VF596000785043</u> CSFA Number: _____ CSFA Title: _____
Contract No.: <u>G0357</u>	CFDA Number: <u>20.505</u>	CFDA Title: _____

THIS AGREEMENT, made and entered into this 1st day of October, 2015,
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,
hereinafter referred to as the Department, and Palm Beach MPO
2300 North Jog Road, 4th Floor West Palm Beach, FL 33411- 2749

hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed
on or before 9/30/2020 and this Agreement will expire unless a time extension is provided
in accordance with Section 16.00.

WITNESSETH:

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

341, Florida Statutes, to enter into this Agreement.

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

1.00 Purpose of Agreement: The purpose of this Agreement is

to provide assistance to the Palm Beach MPO to carryout tasks and activities in the adopted Unified
Planning Work Program.

Palm Beach MPO Section 5305d

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

2.00 Accomplishment of the Project

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

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

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

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

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

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

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

- (a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- (c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

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

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

5.20 Payment Provisions: Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Participant is unsatisfactory, the Department shall notify the Participant of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Participant shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Participant will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Participant shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Participant resolves the deficiency. If the deficiency is subsequently resolved, the Participant may bill the Department for the retained amount during the next billing period. If the Participant is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

6.00 Accounting Records:

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

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

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

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

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

Part I Federally Funded:

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

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

- a. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. Exhibit D to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
- b. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- c. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

- d. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- e. Upon receipt, and within six months, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance.
- f. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- g. The Department's contact information for requirements under this part is as follows:
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

Part II State Funded:

1. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or State of Florida Auditor General.
2. The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- a. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit D to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- b. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- c. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- d. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:
- Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us
- And
- State of Florida Auditor General
Local Government Audits/342
111W Madison Street, Room 401
Tallahassee, FL 32399-1450
- e. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- f. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- g. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- h. As a condition of receiving state financial assistance, the Agency shall permit the Department, or its designee, DFS or the Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

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

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

7.00 Requisitions and Payments:

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

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

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

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

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

7.15 For real property acquired, submit;

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

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

7.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

7.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

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

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

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

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

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

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

8.00 Termination or Suspension of Project:

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

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

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

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

10.00 Contracts of the Agency:

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

10.20 Procurement of Personal Property and Services

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

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

10.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

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

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

10.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

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

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

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

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

11.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

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

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

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

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

12.00 Miscellaneous Provisions:

12.10 Environmental Regulations: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

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

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

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

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

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

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

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

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

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

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

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

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

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

15.00 Appropriation of Funds:

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

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

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

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

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

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

19.00 Restrictions on Lobbying:

19.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

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

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

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

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

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

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

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

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

23.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

FDOT

Palm Beach MPO

AGENCY NAME

Susan Haynie

SIGNATORY (PRINTED OR TYPED)

Susan Haynie

SIGNATURE

Chair

TITLE

See attached Encumbrance Form for date of Funding

Approval by Comptroller 8-27-16

Stacy L. Miller

LEGAL REVIEW

DEPARTMENT OF TRANSPORTATION

Stacy L. Miller, P.E.

DEPARTMENT OF TRANSPORTATION

Director of Transportation Development

TITLE

Financial Project No. 413735-2-14-01

Contract No. G0357

Agreement Date 10/1/15

EXHIBIT "A"
PROJECTS DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Palm Beach MPO
2300 North Jog Road, 4th Floor West Palm Beach, FL 33411-2749
referenced by the above Financial Project Number.

PROJECT LOCATION:

Palm Beach MPO

PROJECT DESCRIPTION:

Provide assistance to the Palm Beach MPO for the undertaking of technical studies and to implement the tasks and activities in the adopted Unified Planning Work Program.

Palm Beach MPO Section 5305d

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 6.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Compliance requirements include 7.2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards also known as the Super Circular

Additionally

1. Progress reports
2. Financial report upon completion of the project
3. Final technical study report (if applicable)

Activities assisted under this section may include preparation of transportation plans including transportation improvement programs and management systems; studies related to transportation management, operations, capital requirements, and economic feasibility; evaluation of previously funded capital projects; and other related activities in preparation for the construction, acquisition, or improved operation of transportation systems, facilities, and equipment.

Appointments are made to the States for formula distribution to the Metropolitan Planning Organization to be used in urbanized areas within each State.

Financial Project No. 413735-2-14-01

Contract No. G0357

Agreement Date 10/1/15

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida,

Department of Transportation and Palm Beach MPO

2300 North Jog Road, 4th Floor West Palm Beach, FL 33411- 2749

referenced by the above Financial Project Number.

I.	PROJECT COST:				\$656,074.00
<hr/>					
	TOTAL PROJECT COST:				\$656,074.00
II.	PARTICIPATION:				
	Maximum Federal Participation				
	FTA	(0 %)	or	\$	0.00
	Agency Participation				
	In-Kind	(%)	or	\$	
	Cash	(10 %)	or	\$	65607.00
	Other	(%)	or	\$	
	Maximum Department Participation,				
	Primary				
	DPTO	(10 %)	or	\$	65,607.00
	Federal Reimbursable DU	(80 %)	or	\$	524,860.00
	Local Reimbursable	(%)	or	\$	
<hr/>					
	TOTAL PROJECT COST:				\$656,074.00

FINANCIAL PROJECT NO. 413735-2-14-01

EXHIBIT "C"
(Section 5305d)

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Palm Beach MPO

2300 North Jog Road, 4th Floor West Palm Beach, FL 33411- 2749

referenced by the above Financial Project Number.

This Agreement is in conformance with Section 5303 of the Federal Transit Act (49 U.S.C. 5303) and chapter 341 Florida Statutes.

The Metropolitan Planning Organization (MPO) shall ensure adherence to the various Federal requirements documented in FTA (formerly UMTA) Circular 8100.1a, including Title VI of the Civil Rights Act of 1964, Disadvantaged Business Enterprise requirements, and the Americans with Disabilities Act of 1990, and all other federally required certifications and assurances made in its application to the Department for Section 5303 funds.

The MPO shall adhere to all applicable planning requirements established and set forth by the U.S. Department of Transportation, including development and timely submission of its Transportation Improvement Program (TIP) and annual/biennial element and Unified Planning Work Program (UPWP).

The MPO shall comply with any special conditions imposed by the Federal Transit Administration (FTA) as a condition of grant approval. Costs incurred prior to execution of this agreement can not be charged to the grant. Costs incurred by the MPO to prepare and file an application are not eligible project costs.

EXHIBIT D

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
Federal Transit Administration	20.505	\$590,467.00

Compliance Requirements

1. Progress reports
2. Financial report upon completion of the project
3. Final technical study report (if applicable)

Activities assisted under this section may include preparation of transportation plans including transportation improvement programs and management systems; studies related to transportation management, operations, capital requirements, and economic feasibility; evaluation of previously funded capital projects; and other related activities in preparation for the construction, acquisition, or improved operation of transportation systems, facilities, and equipment.

Appointments are made to the States for formula distribution to the Metropolitan Planning Organization to be used in urbanized areas within each State.

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
DPTO		\$65,607.00

Compliance Requirements

1. Progress reports
2. Financial report upon completion of the project
3. Final technical study report (if applicable)

Activities assisted under this section may include preparation of transportation plans including transportation improvement programs and management systems; studies related to transportation management, operations, capital requirements, and

EXHIBIT D

economic feasibility; evaluation of previously funded capital projects; and other related activities in preparation for the construction, acquisition, or improved operation of transportation systems, facilities, and equipment.

Appointments are made to the States for formula distribution to the Metropolitan Planning Organization to be used in urbanized areas within each State.

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
Federal Reimbursement		\$524,860.00

Compliance Requirements

1. Progress reports
2. Financial report upon completion of the project
3. Final technical study report (if applicable)

Activities assisted under this section may include preparation of transportation plans including transportation improvement programs and management systems; studies related to transportation management, operations, capital requirements, and economic feasibility; evaluation of previously funded capital projects; and other related activities in preparation for the construction, acquisition, or improved operation of transportation systems, facilities, and equipment.

Appointments are made to the States for formula distribution to the Metropolitan Planning Organization to be used in urbanized areas within each State.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in this exhibit be provided to the recipient.



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

June 3, 2016

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



Subject: **FM No.:** **413735-2-14-01**
 Contract No.: **G0357**
 Description: **Section 5305d SJPA 01**

Dear Mr. Uhren:

Enclosed is one fully executed Supplemental Joint Participation Agreements (SJPA) for the above referenced project. Please keep this office advised of the progress on this project as required by the JPA.

In accordance with Paragraph 16.00, the expiration date of the agreement is **September 30, 2020**. At expiration, any unused funds will be unencumbered and the contract will be canceled. If the contract needs to be extended, please notify us in writing at least 60 days prior to the expiration date. In addition, Paragraph 16.10 requires final invoicing within 120 days after the contract expiration date.

Should you have any questions regarding this Agreement, please call me at (954) 717-2253.

Sincerely,

Lisa W. Maack, AICP
Multimodal Coordinator
Office of Modal Development

www.dot.state.fl.us

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

725-030-07
PUBLIC TRANSPORTATION
6/11
Page 1 of 3

Number 01

Financial Project No.: <u>413735-2-14-01</u> <small>(item-segment-phase-sequence)</small>	Fund: <u>DPTO,DU</u>	FLAIR Approp.: <u>088774</u>
Contract No.: <u>G0357</u>	Function: <u>615</u>	FLAIR Obj.: <u>78000</u>
CFDA Number: <u>20.505</u>	Federal No.: <u>FL-80-0010-0</u>	Org. Code: <u>55042010429</u>
	DUNS No.: <u>80-939-7102</u>	Vendor No.: <u>VF596000785043</u>
	CSFA Number: _____	

THIS AGREEMENT, made and entered into this 2nd day of June 2016
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,
hereinafter referred to as the Department, and Palm Beach MPO
2300 North Jog Road, 4th Floor West Palm Beach, FL 33411-2749
hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 1st day of October, 2015
entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended
hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment
"A" for a total Department Share of \$ 1,699,626.00

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow
from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended
and supplemented as follows:

1.00 Project Description: The project description is amended
to include "Attachment A"

2.00 Project Cost:

Paragraph 3.00 of said Agreement is increased decreased by \$ 1,232,399.00
bringing the revised total cost of the project to \$ 1,888,473.00

Paragraph 4.00 of said Agreement is increased decreased by \$ 1,109,159.00
bringing the Department's revised total cost of the project to \$ 1,699,626.00

3.00 Amended Exhibits:

Exhibit(s) B of said Agreement is amended by Attachment "A".

4.00 Contract Time:

Paragraph 18.00 of said Agreement N/A.

5.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No. 413735-2-14-01

Contract No. G0357

Agreement Date 6-2-16

Except as hereby modified, amended or changed, all other terms of said Agreement dated 10/1/2015 and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

AGENCY
Palm Beach MPO
AGENCY NAME

Susan Haynie
SIGNATORY (PRINTED OR TYPED)

[Signature]
SIGNATURE

Chair
TITLE

FDOT
See attached Encumbrance Form for date of Funding
Approval by Comptroller

[Signature]

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

Stacy L Miller, P.E.
DEPARTMENT OF TRANSPORTATION

Director of Transportation Development
TITLE

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

[Signature]
COUNTY ATTORNEY

APPROVED AS TO TERMS & CONDITIONS

[Signature]
Nick Uhren
Executive Director - Palm Beach MPO

Financial Project No. 413735-2-14-01
 Contract No. G0357
 Agreement Date 6-2-16

ATTACHMENT "A"
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and Palm Beach MPO

2300 North Jog Road, 4th Floor West Palm Beach, FL 33411-2749

dated 6-2-16

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

		As Approved	As Amended	Net Change
I.	Project Cost	\$656,074	\$1,888,473	\$1,232,399
II.	Fund	DPTO,DU	DPTO,DU	DPTO,DU
	Department:	\$65,607	\$188,847	\$123,240
	Agency:	\$65,607	\$188,847	\$123,240
	Federal:	\$524,860	\$1,510,779	\$985,919
	Total Project Cost	\$656,074	\$1,888,473	\$1,232,399

Comments:

ATTACHMENT "A"
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

III. MULTI-YEAR OR PREQUALIFIED PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY	Amount
2016	\$657,032

RESOLUTION MPO 2016-01

A RESOLUTION OF THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION APPROVING THE FISCAL YEARS (FY) 2017 AND 2018 UNIFIED PLANNING WORK PROGRAM (UPWP) FOR FEDERAL AND STATE REVIEW, APPROVING AND AUTHORIZING EXECUTION OF REQUIRED CERTIFICATIONS, ASSURANCES AND POLICIES; APPROVING AND AUTHORIZING EXECUTION OF A TWO-YEAR METROPOLITAN PLANNING ORGANIZATION (MPO) AGREEMENT FOR FEDERAL HIGHWAY ADMINISTRATION (FHWA) GRANT FUNDS; AUTHORIZING EXECUTION OF AN AMENDMENT TO THE FY16-20 JOINT PARTICIPATION AGREEMENT (JPA) FOR FHWA GRANT FUNDS; APPROVING A SUPPLEMENTAL JPA FOR FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT FUNDS; AUTHORIZING ANNUAL APPLICATION TO FLORIDA DEPARTMENT OF TRANSPORTATION FOR FTA GRANT FUNDS; AUTHORIZING ANNUAL APPLICATION TO FLORIDA COMMISSION FOR TRANSPORTATION DISADVANTAGED (CTD) FOR CTD GRANT FUNDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Palm Beach Metropolitan Planning Organization (Palm Beach MPO) is the designated and constituted body responsible for the urban transportation planning process for Palm Beach County; and

WHEREAS, the Palm Beach MPO is required by the U.S. Department Of Transportation (USDOT) and Florida Statutes to biannually prepare a Unified Planning Work Program (UPWP) for urban transportation planning as a prerequisite for certification of the transportation planning process and as a condition of federal financial assistance from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA); and

WHEREAS, it is required by the USDOT in accord with the provisions of the Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for financial assistance, the Palm Beach MPO give certifications and assurances that it will comply with Title VI of the Civil Rights Act of 1964 and the USDOT requirements there under; and

RESOLUTION MPO 2016-01

WHEREAS, it is the policy of the Palm Beach MPO that disadvantaged business enterprises (DBE) be utilized to the fullest extent possible and that definitive procedures be established and administered to ensure that DBEs shall have the maximum feasible opportunity to compete for contracts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant and other services; and

WHEREAS, the Palm Beach MPO has prepared the proposed UPWP for FY 2017 and 2018 and desires to submit same as a basis to annually apply for CTD and FTA grant funds and Florida Department of Transportation (FDOT) matching funds; and

WHEREAS, FDOT has requested execution of a new two-year MPO Agreement for FHWA grant funds to coincide with the commencement of the new FY 2017 and 2018 UPWP; and

WHEREAS, FDOT has requested an Amendment to the existing JPA (#G0276) for FHWA grant funds, to change the expiration date to coincide with the beginning of the new two-year MPO Agreement and UPWP; and

WHEREAS, the Palm Beach MPO wishes to roll forward unspent FTA grant funds into the current JPA for FTA grant funds through the execution of a Supplemental Joint Participation Agreement (SJPA).

NOW, THEREFORE BE IT RESOLVED THAT:

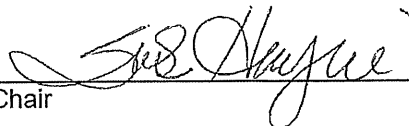
1. The MPO Governing Board approves the proposed FY 2017 and FY 2018 Unified Planning Work Program (Exhibit A) and authorizes the Executive Director to submit the same to FDOT for review and approval.
2. The Executive Director is authorized to make any necessary modifications to the UPWP which shall be limited to revisions that do not change the approved budget, the scope of work tasks, or add or delete work tasks, and to provide any additional information necessary for the review and approval process.
3. The MPO Governing Board approves the Certifications and Assurances as required by the USDOT to effectuate the purpose of Title VI for the Civil Rights Act of 1964 (Exhibit B) and authorizes the MPO Chair to execute and the Executive Director to file such documents with FDOT.

RESOLUTION MPO 2016- 01

4. The MPO Governing Board approves the DBE policy (Exhibit C) and authorizes the MPO Chair to execute the policy and the Executive Director to set forth DBE monitoring procedures and to file the policy with FDOT.
5. The MPO Governing Board approves a two-year MPO Agreement for FHWA grant funding (Exhibit D) and authorizes the MPO Chair to execute the Agreement on behalf of the MPO.
6. The MPO Governing Board approves an Amendment to the current JPA for FHWA grant funding (Exhibit E) to change the expiration date to coincide with commencement of the new two-year MPO Agreement for FHWA grant funding and authorizes the MPO Chair to execute the Amendment on behalf of the MPO.
7. The MPO Governing Board approves a SJPA (Exhibit F) to roll forward unused FTA grant funds into the current JPA and authorizes the MPO Chair to execute the SJPA on behalf of the MPO.
8. The Executive Director is authorized to annually apply for FTA grant funding and FDOT matching funding consistent with the FTA JPA and the UPWP.
9. The Executive Director is authorized to annually apply for CTD grant funding consistent with the UPWP.
10. This Resolution shall become effective upon its adoption.

The foregoing Resolution was offered by Comm. Priscilla Taylor who moved its adoption. The motion was seconded by Comm. Wayne Richards, and upon being put to a vote, the motion passed. The Chair thereupon declared the Resolution duly adopted this 19th day of May, 2016.

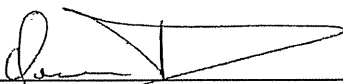
PALM BEACH METROPOLITAN PLANNING ORGANIZATION

By: 
Chair

ATTEST:

By: 
MPO Executive Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
Chief Assistant County Attorney



Florida Department of Transportation

RICK SCOTT
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

JIM BOXOLD
SECRETARY

November 2, 2016

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

Subject: **FM No.:** **413735-2-14-01**
 Contract No.: **G0357**
 Description: **Section 5305d SJPA 02**

Dear Mr. Uhren:

Enclosed is one fully executed Supplemental Joint Participation Agreement (SJPA) for the above referenced project. Please keep this office advised of the progress on this project as required by the JPA.

In accordance with Paragraph 16.00, the expiration date of the agreement is **September 30, 2020**. At expiration, any unused funds will be unencumbered and the contract will be canceled. If the contract needs to be extended, please notify us in writing at least 60 days prior to the expiration date. In addition, Paragraph 16.10 requires final invoicing within 120 days after the contract expiration date.

Should you have any questions regarding this Agreement, please call me at (954) 717-2253.

Sincerely,

Lisa W. Maack, AICP
Multimodal Coordinator
Office of Modal Development

RECEIVED
NOV 07 2016

PALM BEACH
METROPOLITAN PLANNING ORG

www.fdot.gov

PUBLIC TRANSPORTATION

SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

Number 02

Financial Project No.: 413735-2-14-01 (item-segment-phase-sequence)	Fund: <u>DPTO,DU</u>	FLAIR Approp.: <u>088774</u>
Contract No.: <u>G0357</u>	Function: <u>615</u>	FLAIR Obj.: <u>78000</u>
CFDA Number: <u>20.505</u>	Federal No.: <u>1001-2016-3</u>	Org. Code: <u>55042010429</u>
	DUNS No.: <u>80-939-7102</u>	Vendor No.: <u>VF596000785043</u>
	CSFA Number: _____	

THIS AGREEMENT, made and entered into this 1st day of November 2016
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,
hereinafter referred to as the Department, and Palm Beach MPO
2300 North Jog Road, 4th Floor West Palm Beach, FL
hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 1st day of October, 2015
entered into a Joint Participation Agreement; and
WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended
hereto; and
WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment
"A" for a total Department Share of \$ 2,308,041.00
NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow
from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended
and supplemented as follows:

1.00 Project Description: The project description is amended

Palm Beach MPO Section 5305d

2.00 Project Cost:

Paragraph 3.00 of said Agreement is increased decreased by \$ 676,017.00
bringing the revised total cost of the project to \$ 2,564,490.00

Paragraph 4.00 of said Agreement is increased decreased by \$ 608,415.00
bringing the Department's revised total cost of the project to \$ 2,308,041.00

3.00 Amended Exhibits:

Exhibit(s) B of said Agreement is amended by Attachment "A".

4.00 Contract Time:

Paragraph 16.00 of said Agreement N/A.

5.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No. 413735-2-14-01

Contract No. G0357

Agreement Date 11/1/2016

Except as hereby modified, amended or changed, all other terms of said Agreement dated 10/1/2015
and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first
above written.

AGENCY

Palm Beach MPO

AGENCY NAME

By: Hal Valeche

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

Vice Chair

TITLE

FDOT

See attached Encumbrance Form for date of Funding
Approval by Comptroller 10-21-16

LEGAL REVIEW

DEPARTMENT OF TRANSPORTATION

By: Stacy L. Miller, P.E.

DEPARTMENT OF TRANSPORTATION

Director of Transportation Development

TITLE

APPROVED AS TO TERMS & CONDITIONS

Nick Uhren
Nick Uhren
Executive Director, Palm Beach MPO

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Chief Assistant County Attorney
Chief Assistant County Attorney

Financial Project No. 413735-2-14-01
 Contract No. G0357
 Agreement Date 11/1/2016

ATTACHMENT "A"
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and Palm Beach MPO
2300 North Jog Road, 4th Floor West Palm Beach, FL 33411-2749

dated 11/1/2016

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

		As Approved	As Amended	Net Change
I.	Project Cost	\$ 1,888,473.00	\$ 2,564,490.00	\$ 676,017.00
		As Approved	As Amended	Net
II.	Fund	DPTO,DU	DPTO,DU	DPTO,DU
	Department:	\$ 188,847.00	\$ 256,449.00	\$ 67,602.00
	Agency:	\$ 188,847.00	\$ 256,449.00	\$ 67,602.00
	Federal:	\$ 1,510,779.00	\$ 2,051,592.00	\$ 540,813.00
<hr/>				
	Total Project Cost	\$ 1,888,473.00	\$ 2,564,490.00	\$ 676,017.00

Comments:

ATTACHMENT "A"
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

III. MULTI-YEAR OR PREQUALIFIED PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY	Amount
2017	\$676,017



**PALM BEACH
METROPOLITAN PLANNING ORGANIZATION**

2300 N. Jog Rd., 4th Floor, West Palm Beach, Florida 33411-2749

Phone 561.684.4170 Fax 561.242.7165 www.PalmBeachMPO.org

**PALM BEACH
METROPOLITAN PLANNING ORGANIZATION
GOVERNING BOARD MEETING AGENDA**

DATE: THURSDAY, SEPTEMBER 15, 2016
TIME: 9:00 A.M.
PLACE: Palm Beach County Governmental Center
301 North Olive Avenue
12th Floor McEaddy Conference Room
West Palm Beach, FL 33401

1. REGULAR ITEMS

- A. Roll Call
- B. Prayer
- C. Pledge of Allegiance
- D. MOTION TO ADOPT Agenda for September 15, 2016
- E. MOTION TO APPROVE Minutes for July 21, 2016
- F. Comments from the Chair
- G. Executive Director's Report
- H. MOTION TO APPROVE Consent Agenda Items
 - 1. Appointment of Ms. Elizabeth Logiodice to the MPO's Transportation Disadvantaged Local Coordinating Board (TDLCB). A summary of qualifications is attached.
 - 2. Execution of Supplemental Joint Participation Agreement (SJPA) # 2 for the Federal Transit Administration 5305d grant. The SJPA is adding an annual appropriation to the grant agreement. The SJPA is attached.
- I. General Public Comments

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

2. ACTION ITEMS

- A. MOTION TO ADOPT a resolution approving the Executive Director Annual Evaluation, amending the Evaluation Process, and directing the Executive Director to draft proposed MPO employment policies

The Evaluation Committee met on August 29, 2016 and recommends approval of the annual evaluation of the Executive Director, an amendment to the evaluation

process to be based on review of progress against the objectives in the MPO's strategic plan, and drafting proposed MPO employment policies to establish MPO specific job classifications and pay ranges, to authorize the MPO Board to set compensation for the Executive Director, and to authorize the Executive Director to set compensation for MPO staff. The draft Resolution is attached.

- B. MOTION TO APPROVE Amendment #1 to the FY 17 – 21 Transportation Improvement Program (TIP) to include Florida Department of Transportation's (FDOT) Roll Forward projects

FDOT has requested approval of amendments to the FY 17 – 21 TIP to include the FY 17 Roll Forward projects. These projects were funded in FY 16 and have not yet been completed as scheduled so the remaining funds are being rolled forward into FY 17. The amended projects are shown in strikethrough/underline format to highlight the changes from the adopted TIP in the attachment.

TAC/CAC/BTPAC: Recommended approval with West Palm Beach representatives opposed due to inclusion of the SR 7 project.

- C. MOTION TO APPROVE the FY 18 – 22 Priority Projects List

Each year, Florida Statutes require the MPO to adopt and transmit to FDOT an annual Priority Projects list by October 1st. The priority projects are used to develop the MPO's TIP and FDOT's Five-Year Work Program. The attached list of projects is consistent with the Long Range Transportation Plan and its associated goals, objectives and values.

The FY 18 – 22 Priority Projects are organized into Major Highway, Transit and Freight Projects, Local Initiative Projects, Transportation Alternative Projects and SUN Trail Projects. The list identifies the additional funding needs of those projects previously approved by the MPO and several new projects. The draft Priority Projects List is attached.

TAC/CAC/BTPAC: Recommended approval with West Palm Beach representatives opposed due to inclusion of the two SR 7 projects on the major project priority list, and a Delray Beach CAC member opposed due to exclusion of the pathway on the LWDD E-1 canal.

- D. MOTION TO APPROVE MPO 2016 Transportation Photo Contest Winners

MPO staff will present the finalists for the Palm Beach MPO's photo contest that ran through August 31, 2016. This was an effort to collect the best transportation photos of Palm Beach County to be featured in future MPO materials. There is no backup for this item.

3. INFORMATION ITEMS

- A. FDOT I-95 Express Phase 3B Project Update

FDOT staff and consultants will present Phase 3B of the I-95 Express Lane project from Stirling Road in Broward County to Linton Boulevard in Palm Beach County. This presentation will include the project limits, implementation timeline, ingress and egress locations, as well as benefits and impacts of proposed improvements. There is no backup for this item.

- B. I-95 at Boynton Beach Boulevard and Gateway Boulevard Project Development and Environment (PD&E) Study

FDOT staff and consultants will present proposed alternatives for improvements of the Boynton Beach Boulevard and Gateway Boulevard interchanges at I-95. This presentation will include project locations, implementation timeline, as well as benefits and impacts of proposed improvements. There is no backup for this item.

- C. Correspondence

1. Letter from Robert M.W. Shalhoub, President of Palm Beach County League of Cities, Inc. to Miguel Vargas, Project Manager for FDOT District IV regarding the State Road 80 Corridor Action Plan.
2. Letter from Steven C. Braun, District Planning & Environmental Engineer for FDOT District IV, regarding the fully executed 2016 Modified Joint State/MPO Certification Review Package.

4. ADMINISTRATIVE ITEMS

- A. 2017 Palm Beach MPO Board and Committee Meeting Calendar
- B. Member Comments
- C. Next Meeting – **October 20, 2016**
- D. MOTION TO ADJOURN

NOTICE

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

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

File: S:\ADMIN\Board & Committees\MPO Board\Agendas\2016\2016-09-15\2016_SEP_15_MPO_Agenda.docx



**PALM BEACH
METROPOLITAN PLANNING ORGANIZATION**

2300 N. Jog Rd., 4th Floor, West Palm Beach, Florida 33411-2749

Phone 561.684.4170 Fax 561.242.7165 www.PalmBeachMPO.org

MPO GOVERNING BOARD MEMBERS

CHAIR

Susan Haynie, Mayor

City of Boca Raton

Alternate: Scott Singer, Council Member

Robert Weinroth, Council Member

City of Boca Raton

Alternate: Jeremy Rodgers, Council Member

Steve B. Wilson, Mayor

City of Belle Glade

Alternate: Michael C. Martin, Commissioner

Steven B. Grant, Mayor

City of Boynton Beach

Alternate: Mack McCray, Vice-Mayor

Cary D. Glickstein, Mayor

City of Delray Beach

Alternate: Al Jacquet, Vice-Mayor

& Jordana Jarjura, Deputy Vice-Mayor

Samuel J. Ferreri, Mayor

City of Greenacres

Alternate: Jonathan Pearce, Councilman

Jim Kuretski, Council Member

Town of Jupiter

Alternate: Wayne Posner, Council Member

Pam Triolo, Mayor

City of Lake Worth

Alternates: Scott Maxwell, Vice-Mayor

& Andy Amoroso, Vice Mayor Pro Tem

Eric Jablin, Vice-Mayor

City of Palm Beach Gardens

Alternate: Marcie Tinsley, Mayor

Joni Brinkman, Vice-Mayor

Village of Palm Springs

Alternate: Douglas Gunther, Council Member

Wayne Richards, Chairman

Port of Palm Beach

Alternate: Jean L. Enright, Vice-Chair

VICE CHAIR

Hal Valeche, Vice-Mayor

Palm Beach County

Paulette Burdick, Commissioner

Palm Beach County

Steven L. Abrams, Commissioner

Palm Beach County

Melissa McKinlay, Commissioner

Palm Beach County

Priscilla A. Taylor, Commissioner

Palm Beach County

Palm Beach County Alternate:

Mary Lou Berger, Mayor

Lynne Hubbard, Council Member

City of Riviera Beach

Alternate: Terence D. Davis, Council Member

Vacant

Village of Royal Palm Beach

Alternate: Jeff Hmara, Vice-Mayor

Anne Gerwig, Mayor

Village of Wellington

Alternate: Michael Napoleone, Councilman

Keith A. James, Commissioner

City of West Palm Beach

Shanon Materio, Commissioner

City of West Palm Beach

West Palm Beach Alternate:

Paula Ryan, Commissioner

Gerry O'Reilly, District 4 Secretary

FDOT Non-Voting Advisory Member



**PALM BEACH
METROPOLITAN PLANNING ORGANIZATION**

2300 N. Jog Rd., 4th Floor, West Palm Beach, Florida 33411-2749

Phone 561.684.4170 Fax 561.242.7165 www.PalmBeachMPO.org

**OFFICIAL MEETING MINUTES OF THE
PALM BEACH
METROPOLITAN PLANNING ORGANIZATION (MPO)**

September 15, 2016

Palm Beach County Governmental Center
301 North Olive Avenue
McEaddy Conference Room, 12th Floor
West Palm Beach, Florida 33401

PDF versions of the agenda, backup material and presentations as well as audio recordings are available for review at www.PalmBeachMPO.org/Board

1. REGULAR ITEMS

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

1.A. Roll Call

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

1.B. Prayer

A moment of silence was led by Vice Mayor Valeche in honor of the fallen police officers.

1.C. Pledge of Allegiance

1.D. ADOPTED: Agenda for September 15, 2016

MOTION to adopt the Agenda for September 15, 2016. Motion by Commissioner Abrams, seconded by Commissioner Burdick, and carried unanimously. Mayors Ferreri, Glickstein and Wilson, Vice Mayor Jablin, Commissioners McKinlay and Taylor, Chairman Richards, and Council Members Weinroth and Hubbard were absent.

1.E. APPROVED: Minutes for July 21, 2016

MOTION to approve the Minutes for July 21, 2016. Motion by Commissioner Abrams, seconded by Commissioner Materio, and carried unanimously. Mayors Ferreri, Glickstein and Wilson, Vice Mayor Jablin, Commissioners McKinlay and Taylor, Chairman Richards, and Council Members Weinroth and Hubbard were absent.

1.F. Comments from the Chair

Vice Mayor Valeche commented on the upcoming agenda items and stated an Executive Director's Evaluation Committee meeting was held and will be discussed later in the meeting.

1.G. Executive Director's Report

Mr. Uhren reported as follows:

1. He introduced Ms. Alexa Sanabria as the new Secretary for the MPO.

2. He stated the Florida Safe Routes to School infrastructure program is now accepting applications, and notices have been sent to all municipalities, County government and eligible applicants. He noted these applications are due December 31, 2016 and this program offers \$7 million statewide. He mentioned the MPO will provide full details of that program and opportunities for funding at a later date.
3. The MPO is continuing to work on establishing a continuous quiet zone through the Brightline/All Aboard Florida test track limits on a schedule consistent with the testing to occur later this year. He noted the test track limits include the City of West Palm Beach from Okeechobee Boulevard south, all of the City of Lake Worth and the Town of Lantana.
4. The Florida Department of Transportation (FDOT) will be holding an Alternatives Public Workshop for the Jupiter US-1 Bridge Project Development and Environment (PD&E) Study on Tuesday, September 20 at 5:30 p.m. at the Jupiter Community Center.
5. FDOT will be holding a Public Hearing regarding the PD&E study of I-95 at Central Boulevard on Wednesday, September 28 at 5:30 p.m., with a formal presentation to follow at 6 p.m. at the City of Palm Beach Gardens Council Chambers.
6. He reminded Board members that information contained in the Executive Director's Report is provided in the biweekly MPO Transportation Matters e-newsletter.
7. He noted MPO staff member Ms. Valerie Neilson is currently attending the American Public Transportation Association (APTA) conference in Los Angeles, California along with several members of Palm Tran and Tri-Rail staff.
8. He noted MPO staff member Mr. Kevin Fischer will be attending the National Association of City Transportation Officials' (NACTO) Designing Cities 2016 conference in Seattle, Washington at the end of this month.
9. He attended the Economic Council's leadership trip to Denver, Colorado this past week to investigate the region's strides in education, next generation technology and infrastructure. He highlighted potential strategic items for the MPO, which included the city's robust mass transit system, rebuilt downtown streets to be more bicycle and pedestrian friendly, and collocated major bicycle and pedestrian corridors together with their drainage system.
10. He stated in October he will be one of 27 leaders traveling to Copenhagen, Denmark for the Knight Foundation's annual study tour of the City to explore how they successfully accommodate both pedestrians and bicyclists and experience how Copenhagen designs and programs its parks and other public spaces to attract resident and visitors.

He noted Mr. Scott Kelly, the assistant City Administrator of West Palm Beach, and himself were selected to represent the city, and they will be joined by Ms. Aileen Boucle, Miami-Dade MPO Executive Director, Ms. Alice Bravo, Miami-Dade County Transportation and Public Works Director, and Mr. Jim Wolfe, FDOT District 6 Secretary.
11. He stated the City of Delray Beach is working internally to identify pedestrian safety along the Florida East Coast (FEC) Railway, near the Atlantic Avenue crossing, due to recent events. He noted that following their workshop the City expects to work collaboratively with the FEC/Brightline project staff to implement those recommended mitigation measures to improve pedestrian safety prior to commencement of the Brightline service.
12. He reviewed the "One County One Penny" brochure that was distributed prior to the meeting. He noted the corresponding website is now available, and it provides an interactive map of the identified infrastructure projects from schools, city and County that would be funded if the surcharge tax was approved.

A discussion ensued regarding the "One County One Penny" brochure and further details of Mr. Uhren's trip to Denver, Colorado.

1.H. APPROVED: Consent Agenda Items

1. Appointment of Ms. Elizabeth Logiodice to the MPO's Transportation Disadvantaged Local Coordinating Board (TDLCB).
2. Execution of Supplemental Joint Participation Agreement (SJPA) # 2 for the Federal Transit Administration 5305d grant.

MOTION to Approve the Consent Agenda. Motion by Commissioner Abrams, seconded by Commissioner Burdick, and carried unanimously. Mayors Ferreri, Glickstein and Wilson, Vice Mayor Jablin, Commissioners McKinlay and Taylor, Chairman Richards, and Council Members Weinroth and Hubbard were absent.

1.I. General Public Comments

No general public comments were received.

2. ACTION ITEMS

- 2.A. TABLED:** Resolution approving the Executive Director (ED) Annual Evaluation, amending the Evaluation Process, and directing the Executive Director to draft proposed MPO employment policies.

MR. UHREN briefly highlighted the feedback received during the evaluation committee meeting, which included the need for better Board member preparation and training. He mentioned a forthcoming MPO Board member handbook which will include a glossary of terms to help facilitate this request. He discussed another committee recommendation of management by objective, and review by objective versus the current practice. He noted the currently adopted Strategic Plan will be used in the future to evaluate the ED and the agency against the measurable objectives found within the document.

VICE MAYOR VALECHE highlighted a meeting with County Administrator Verdenia Baker that was a result of the evaluation committee. He noted that some of the decisions Mr. Uhren makes are influenced by the County Administrator and as ED he should have more control of the staff.

MR. UHREN briefly reviewed the proposed resolution and stated a recommendation of the evaluation committee is that the Board would have greater control over the ED, and the ED have greater control of the staff. He highlighted the results of the meeting with County Administrator Baker and stated a suggestion was made that instead of more flexibility as a hosted MPO, the best way to accomplish the stated objectives is to become an independent MPO. He noted he would like to meet with each Board member to discuss what the separation would entail for the County and each municipality.

A discussion ensued among members with concerns and several suggestions made of items to discuss during these meetings, which included how the municipalities would benefit and potential fiscal impacts.

This item was TABLED based on the prior meeting with County Administration and the discussion that ensued during this meeting.

- 2.B. APPROVED:** Amendment #1 to the FY 17 – 21 Transportation Improvement Program (TIP) to include FDOT's Roll Forward projects

MR. UHREN presented this item and he stated these projects were funded for implementation in FY 16 and have not yet been completed as scheduled therefore the remaining funds are being rolled forward into FY 17. He noted two major projects that are included in this amendment were the SR 7 widening project and the Palm Tran support facility in the City of Delray Beach.

COMMISSIONER MATERIO noted that new members on the Board may not be aware of the current litigation the City of West Palm Beach is in with regards to the SR 7 project. She requested the MPO to review and discuss an alternative to this project as the western communities still need additional relief.

A discussion ensued among members.

Council Member Lynne Hubbard joined the meeting at 9:41 a.m.

MOTION to approve Amendment #1 to the FY 17 – 21 TIP to include FDOT's Roll Forward projects. Motion by Vice-Mayor Hmara, seconded by Mayor Gerwig and carried 10-3. Commissioners Materio, James and Burdick opposed. Mayors Ferreri, Glickstein and Wilson, Vice Mayor Jablin, Commissioners McKinlay and Taylor, Chairman Richards, and Council Member Weinroth were absent.

2.C. APPROVED: FY 18 – 22 Priority Projects List

MR. UHREN presented this item and briefly discussed the timeline to the FY 18-22 TIP. He noted a public comment was received requesting inclusion of an east/west rail corridor and reminded the Board that FDOT is currently evaluating the SR 80 corridor and this comment was forwarded to them. He highlighted the responses received from the advisory committees, which included the opposition of the SR 7 project on the Major Priority Projects List from the City of West Palm Beach representatives, and a Citizen's Advisory Committee member's opposition due to the exclusion of a pathway along the Lake Worth Drainage District (LWDD) corridor. A brief discussion ensued.

MR. UHREN reviewed frequently asked questions and highlighted the addition of a fourth list for the state-funded Shared Use Non-Motorized (SUN) Trail program. He reviewed changes on the MPO Major Projects which include the addition of the potential widening of Atlantic Avenue from Lyons to Jog Road and the exclusion of the Palm Beach International Airport Tri-Rail station.

COUNCIL MEMBER KURETSKI voiced his concern regarding the delay of projects being completed during elected official terms. He inquired if anything can be done in order to expedite projects without interfering with projects higher in the queue, and to have a better sequence of project implementation.

Mayor Cary Glickstein joined the meeting at 9:56 a.m.

MAYOR TRIOLO provided a brief background of the Boutwell Road project within the City of Lake Worth and voiced her concerns regarding the MPO Staff's treatment of her project. She made a motion to approve \$3 million of federal or state funds in any year for the Boutwell Road project, with the City committing to provide local matching funds.

Michael Bornstein, City Manager of Lake Worth commented they are now aware there are other funding options available and noted this is not just a road project, it's also about jobs. He stated that the City is ready to move forward and have the money committed.

A discussion ensued with inquiry and concerns regarding the origin of the requested funding.

MOTION to approve \$3 million of federal or state funds in any year for the Boutwell Road project within the City of Lake Worth, with the City committing to provide local matching funds. Motion by Mayor Triolo, seconded by Commissioner Materio and carried unanimously. Mayors Ferreri and Wilson, Vice Mayor Jablin, Commissioners McKinlay and Taylor, Chairman Richards, and Council Member Weinroth were absent.

MR. UHREN clarified he will work with FDOT to allocate funds for the Boutwell Road project in FDOT's FY 18-22 draft work program to be presented to the MPO in December. He expressed the MPO's understanding of the urgency to the project and stated he will do whatever possible to move the project forward without interfering with any projects ahead of it.

MOTION to approve FY 18 – 22 Priority Projects List. Motion by Commissioner Burdick, seconded by Vice-Mayor Hmara and carried 11-2. Commissioners Materio and James opposed. Mayors Ferreri, Glickstein and Wilson, Vice Mayor Jablin, Commissioners McKinlay and Taylor, Chairman Richards, and Council Member Weinroth were absent.

MR. UHREN requested Item 3.A. to be moved up on the agenda to accommodate the presenters.

3.A. DISCUSSED: FDOT I-95 Express Phase 3B Project Update

MS. VANITA SAINI, FDOT Project Manager and MR. WILL SUERO with HDR presented this item.

MS. SAINI highlighted the Regional Express Lanes Network map and the three phase locations of Miami-Dade, Broward and Palm Beach Counties. She reviewed the Phase 3 segmentation plan which is currently in Phase 3A-1 and 3A-2, with construction expected to begin in September 2016. She mentioned there will be a TIP Amendment request forthcoming for Phase 3B-1 to advance from FY 19 to FY 17.

MR. SUERO reviewed the roadway typical section and project highlights, which include the 10.6 miles of roadway widening, Hillsboro Canal bridge replacement, Clint Moore Road bridge replacement and seven mainline bridge widenings. He reviewed proposed updates to lighting, introduction of ramp signalization, and installation of several noise walls.

Several questions and concerns arose regarding the lack of access to the City of Boca Raton, design of noise walls, potential noise wall adjacent to Boca High School and where the collected tolling funds will be allocated. The Cities of Boynton Beach, Delray Beach and Boca Raton requested presentations be made to their city councils regarding this project.

Commissioner Keith James left the meeting at 10:43 a.m.

2.D. APPROVED: MPO 2016 Transportation Photo Contest

MS. ANIE DELGADO, MPO Planner presented the finalists for the Palm Beach MPO's photo contest which ran through August 31, 2016. She noted that over 150 photos were received and winners would be recognized at the October Board meeting. She reviewed the five transportation categories of air, automobiles, non-motorized, transit and waterways, and received real time feedback from Board members as they utilized electronic response cards to vote for their favorite photo. She reviewed feedback and suggestions received from contest participants.

No motion was made on this item as feedback was received in real time from each Board member. Mayors Ferreri and Wilson, Vice Mayor Jablin, Commissioners McKinlay, James and Taylor, Chairman Richards, and Council Member Weinroth were absent.

Commissioner Shanon Materio left the meeting at 10:56 a.m.

3. INFORMATION ITEMS

3.B. DISCUSSED: I-95 at Boynton Beach Boulevard and Gateway Boulevard PD&E Study

MR. UHREN suggested that Board members focus on bike and pedestrian safety through the interchanges, right of way impacts for each alternate and the potential to create a direct pedestrian connection to the Tri-Rail station at Gateway Boulevard.

MR. THUC LE, FDOT District 4 Project Manager introduced this item and provided a brief synopsis of project information.

MR. HANK DEIBEL with Arcadis U.S., Inc. presented this item. He reviewed the project study area, delivery schedule and the project's purpose and need. He reviewed the existing level of service (LOS), projected design year 2040 LOS and Transportation Systems Management & Operations (TSM&O) improvements.

MR. DEIBEL highlighted the three alternatives being considered for both interchanges and adjacent corridors, which include a Concept Development Alternative (CDA), a Streamlined CDA and a Single Point Urban Interchange (SPUI). He highlighted major proposed improvements, the right of way impacts for each alternative and the pedestrian/bicycle improvements. He reviewed the project schedule with a note an alternatives public meeting was held in July and a public hearing forthcoming in the fourth quarter of 2017.

Several discussions and concerns arose regarding project impacts on Galaxy Elementary School and Lake Worth Middle School as well as access to the Tri-Rail station. MR. DEIBEL noted that a noise study is currently in development and pedestrian conflict points are still being reviewed.

Council Member Lynne Hubbard and Mayor Pam Triolo left the meeting at 11:17 a.m.

3.C. DISCUSSED: Correspondence

No discussion was held on this item.

4. ADMINISTRATIVE ITEMS

4.A. 2017 Palm Beach MPO Board and Committee Meeting Calendar

MR. UHREN noted for the Board members that July would be the new month off versus August which is the current practice. He also mentioned changes to the December meeting date as well for both 2016 and 2017.

Several members brought up concerns with conflicts on this month change and requested staff to review further.

4.B. Member Comments

No member comments were received.

4.C. Next Meeting – October 20, 2016

4.D. Motion to Adjourn

There being no further business, the Chair declared the meeting adjourned at 11:22 a.m.

This signature is to attest that the undersigned is the Chairman, or a designated nominee, of the Metropolitan Planning Organization and that information provided herein is the true and correct Minutes for the **September** meeting of the Metropolitan Planning Organization, dated this 20th day of October, 2016.


MPO Chair/Vice Chair

EXHIBIT A
 Palm Beach Metropolitan Planning Organization
 Attendance Record - 2015 - 2016

Representative/Alternate Local Government	Sep '15	Oct '15	Nov '15	Dec '15	Jan '16	Feb '16	Mar '16	Apr '16	May '16	Jun '16	Jul '16	Sep '16
Steven Abrams, Commissioner Palm Beach County	P	P		P	P	P	P	P	P	P	P	P
Joni Brinkman, Vice-Mayor/Douglas Gunther, Council Member Village of Palm Springs	-	***P		P	P	P	P	P	ALT	P	P	P
Paulette Burdick, Commissioner Palm Beach County	-	-		-	E	***P	P	P	P	P	E	P
Samuel J. Ferreri, Mayor/Jonathan Pearce, Councilman City of Greenacres	-	***P		P	E	P	A	P	ALT	A	P	A
Anne Gerwig, Mayor Village of Wellington	P	P		P	E	P	P	A	ALT	ALT	***P	P
Cary D. Glickstein, Mayor/Al Jacquet, Vice-Mayor and Jordana Jarjura, Deputy Vice-Mayor City of Delray Beach	P	E		P	E	P	E	P	ALT	ALT	P	P
Steven B. Grant, Mayor City of Boynton Beach	P	P		A	A	P	E	***P	P	P	P	P
Susan Haynie, Mayor- MPO CHAIR City of Boca Raton	P	P		P	P	P	P	P	P	P	P	ALT
Vacant/Jeff Hmara, Vice-Mayor Village of Royal Palm Beach	P	ALT		P	E	P	ALT	ALT	ALT	ALT	ALT	ALT
Lynne Hubbard, Council Member City of Riviera Beach	P	E		A	A	P	P	A	-	***P	P	P
Eric Jablin, Vice Mayor City of Palm Beach Gardens	P	E		A	P	A	A	P	P	A	P	E
Keith James, Commissioner City of West Palm Beach	P	P		ALT	A	ALT	P	P	P	P	P	P
Jim Kuretski, Council Member Town of Jupiter	P	P		P	E	P	E	P	P	P	P	P
Shanon Materio, Commissioner City of West Palm Beach	P	P		P	E	P	P	P	P	P	P	P
Melissa McKinlay, Commissioner Palm Beach County	P	P		P	E	P	E	P	P	P	E	E
Wayne Richards, Chairman/Jean L. Enright, Vice-Chair Port of Palm Beach	E	P		A	P	A	P	A	P	A	ALT	A
Priscilla Taylor, Commissioner Palm Beach County	E	P		P	A	A	P	A	P	P	E	E

*** New Appointment
 E - Excused

P - Representative Present
 A - Absent

ALT- Alternate Present
 Shaded months - No Meeting

EXHIBIT A (cont'd)

Representative/Alternate Local Government	Sep '15	Oct '15	Nov '15	Dec '15	Jan '16	Feb '16	Mar '16	Apr '16	May '16	Jun '16	Jul '16	Sep '16
Pam Triolo, Mayor/Scott Maxwell, Vice Mayor City of Lake Worth	P	ALT		ALT	E	P	A	P	P	ALT	A	P
Hal Valeche, Vice Mayor- MPO VICE CHAIR Palm Beach County	P	P		P	P	P	P	P	E	P	P	P
Robert Weinroth, Council Member/ Jeremy Rodgers, Council Member City of Boca Raton	P	P		P	A	P	P	P	P	ALT	P	E
Steve B. Wilson, Mayor City of Belle Glade	P	P		A	P	A	A	P	P	P	P	E

*** New Appointment
E - Excused

P - Representative Present
A - Absent

ALT- Alternate Present
Shaded months - No Meeting

OTHERS PRESENT

Will Suero
Fred Stubbs
Vanita Saini
Yanique Kelly
Vicki Gatanis
Lisa Dykstra
Thuc Le
Marian Dozier
Hank Deibel
George Webb
Kathleen Roe
Nick Uhren
Renee Cross
Matthew Komma
Sandra Feliciano
Margarita Cortez
Kevin Fischer
Malissa Booth
Luke Lambert
Anie Delgado
Franchesca Taylor
Alexa Sanabria

REPRESENTING

HDR
Palm Tran
FDOT
FDOT
SFRTA
FDOT, District Four
FDOT, District Four
State Representative Bobby Powell
Arcadis
Palm Beach County
State Representative Kevin Rader
Metropolitan Planning Organization
Metropolitan Planning Organization
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**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT**

BGRV 041717*1183
BGEX 041717*0437

Fund 1360 - Metro Planning Organization

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 4/13/2017	REMAINING BALANCE
<u>REVENUES</u>								
560-5652-3142	Federal Transit Admin Assist	2,082,064	1,757,826	0	47,659	1,710,167		
560-5652-8000	Tr Fr General Fd 0001	231,341	195,315	0	5,296	190,019		
Total Receipts and Balances		5,090,074	5,087,566	0	52,955	5,034,611		
<u>EXPENDITURES</u>								
1360/560/5652/3401		1,812,058	1,459,648	0	52,955	1,406,693	189,314	1,217,379 0
Total Appropriations & Expenditures		5,090,074	5,087,566	0	52,955	5,034,611		

Metropolitan Planning Organization	Signatures & Dates	By Board of County Commissioners
INITIATING DEPARTMENT/DIVISION	_____	At Meeting of
Administration/Budget Department Approval	_____	Deputy Clerk to the
OFMB Department - Posted	_____	Board of County Commissioners

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA**

**BUDGET TRANSFER
Fund 0001 General Fund**

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 4/13/2017	REMAINING BALANCE
<u>EXPENDITURES</u>								
820-9100-9065	Tr To MPO Fd 1360	231,341	195,315	0	5,296	190,019		190,019
820-9900-9901	Contingency Reserve	20,000,000	19,815,425	5,296	0	19,820,721		19,820,721
TOTALS		20,231,341	20,010,740	5,296	5,296	20,010,740		

Signatures & Dates

By Board of County Commissioners
At Meeting of

Metropolitan Planning Organization

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Deputy Clerk to the

Board of County Commissioners