



TPA GOVERNING BOARD MEETING AGENDA

DATE: **Thursday, June 15, 2023**
TIME: **9:00 a.m.**
PLACE: **301 Datura Street, West Palm Beach, FL 33401**

Members of the public can [join the meeting](#) in person or virtually. For information on how to attend a meeting visit: PalmBeachTPA.org/Meeting.

Please call 561-725-0800 or e-mail info@PalmBeachTPA.org for assistance joining the virtual meeting.

1. REGULAR ITEMS

- A. Call to Order and Roll Call
- B. Invocation and Pledge of Allegiance
- C. Modifications to the Agenda
- D. General Public Comments

Members of the public are invited to offer general comments unrelated to agenda items at this time. Public comments related to agenda items will be heard following staff presentation of the item. Comments may be submitted in the following ways:

- A written comment may be submitted at PalmBeachTPA.org/Comment-Form at any time prior to the commencement of the relevant agenda item.
- A verbal comment may be provided by a virtual attendee using the raise hand feature in the Zoom platform.
- A verbal and/or written comment may be provided by an in-person attendee submitting a comment card available at the welcome table.

Note that the Chair may limit comments to 3 minutes or less depending on meeting attendance.

- E. Special Presentations
 - 1. Dump the Pump Day Proclamation

The TPA Chair will present the attached Dump the Pump Day Proclamation recognizing June 15, 2023.
- F. Comments from the Chair and Member Comments
- G. Executive Director's Report

- H. MOTION TO APPROVE Consent Agenda Items
1. Governing Board Meeting Minutes for May 18, 2023
 2. Appointments to the TPA Advisory Committees through June 2026
 - a. Claudette De Los Santos as the Florida Department of Transportation (FDOT) Vision Zero Advisory Committee (VZAC) Representative and Wibet Hay as the Alternate.
 - b. Missie Barletto as the City of Delray Beach VZAC Representative.
 3. Appointments Renewals to the TPA Advisory Committees through June 2026
 - a. John Krane as FDOT’s representative on the Technical Advisory Committee (TAC) and Christine Fasiska, Tony Norat and Marsha Taylor-Long as alternates.
 4. Fiscal Year (FY) 2024 Annual Adjustments to TPA Employee Salaries
Approval of a FY 2024 COLA of 5% and a performance review merit increase for eligible employees up to a maximum of 2%, effective July 1, 2023. A memo and the Bureau of Labor Statistics (BLS) Consumer Price Index (CPI) for the last 12-months are attached.
 5. Option to Exercise Two Year Extension of the Existing External Auditor Services Contact
The letter attached exercises the two-year extension terms of the existing Agreement with Keefe, McCullough & Co., LLP, for external auditor services to June 30, 2025.

2. ACTION ITEMS

- A. MOTION TO RECOMMEND ADOPTION of TIP Amendment #5 to the TPA’s Fiscal Year (FY) 2023 - 2027 Transportation Improvement Program (TIP)
The TIP is the TPA’s five-year funding program for transportation projects in Palm Beach County. FDOT has requested approval of an amendment to the FY 23-27 TIP. TPA staff will present on the attached amendment to:

- SR-5/US-1 over Earman River Bridge (#4428911) to add funding to cover additional scoping needs and recent increases in unit prices.

TAC/CAC/VZAC: Recommended adoption unanimously.

A roll call vote is required.

- B. MOTION TO RECOMMEND ADOPTION of Draft Fiscal Year (FY) 2024 – 2028 Transportation Improvement Program (TIP)

The TIP is the five-year federal and state funding program for transportation projects in Palm Beach County. The TIP programs projects by phase, year, and funding source. This is the final review of the TIP for adoption by the TPA Governing Board. The full TIP document and appendices can be viewed at PalmBeachTPA.org/TIP. TPA staff will present on the attached draft executive summary for the FY 2024-2028 TIP.

TAC: Recommended adoption 23-2 with dissention from West Palm Beach Representatives due to inclusion of funding for the State Road (SR) 7 extension.

CAC: Recommended adoption unanimously.

VZAC: Recommended adoption 13-3 with dissention from the West Palm Beach Representative due to inclusion of SR 7, and Palm Springs and Disabled Community due to the inclusion of shared use pathways that may not adequately address conflicts between pedestrians and bicyclists.

A roll call vote is required.

3. INFORMATION ITEMS

- A. South Florida Commuter Rail Update
Miami-Dade and Broward Counties are moving forward with commuter rail projects along the Florida East Coast Railway. Representatives from both counties will provide an update.
- B. Partner Agency Updates
Agency staff from Palm Tran, SFRTA/Tri-Rail, FDOT and/or Palm Beach County Engineering may provide brief updates on items relevant to the TPA.

4. ADMINISTRATIVE ITEMS

- A. Routine TPA Reports
 - 1. Public Involvement Activity Reports – April 2023
 - 2. FDOT Scheduling Report – April 2023
 - 3. Vision Zero Action Plan Status Update
 - 4. Pedestrian and Bicycle Crash Report 2022 Q4 and Annual Summary
 - 5. TPA & FDOT Joint Certification Statement for Calendar Year 2022
 - 6. Quarterly Fiscal Report – Q2
- B. Next Meeting – **July 20, 2023**
- C. Adjournment

NOTICE

In accordance with Section 286.0105, *F.S.*, 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, they will need a record of the proceedings, and that, for such purposes, they 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) should contact Melissa Murray at 561-725-0813 or MMurray@PalmBeachTPA.org at least five (5) business days in advance. Hearing impaired individuals are requested to telephone the Florida Relay System at #711.

Se solicita La participación del público, sin importar la raza, color, nacionalidad, edad, sexo, religión, incapacidad o estado familiar. Personas que requieran facilidades especiales bajo el Acta de Americanos con Discapacidad (Americans with Disabilities Act) o personas que requieren servicios de traducción (sin cargo alguno) deben contactar a Melissa Murray al teléfono 561-725-0813 o MMurray@PalmBeachTPA.org por lo menos cinco días antes de la reunión. Si tiene problemas de audición, llamar al teléfono 711.

CHAIR

Chelsea S. Reed, Mayor

City of Palm Beach Gardens

Alternate: Marcie Tinsley, Councilmember

Steve B. Wilson, Mayor

City of Belle Glade

Alternate: Michael C. Martin, Commissioner

Yvette Drucker, Council Member

City of Boca Raton

Fran Nachlas, Council Member

City of Boca Raton

Boca Raton Alternates:

Scott Singer, Mayor

Monica Mayotte, Deputy Mayor

Marc Wigder, Council Member

Angela Cruz, Vice Mayor

City of Boynton Beach

Alternate: Woodrow L. Hay, Commissioner

Shelly Petrolia, Mayor

City of Delray Beach

Alternate: Deputy Vice Mayor Rob Long

Joel Flores, Mayor

City of Greenacres

Alternate: Paula Bousquet, Councilwoman

Jim Kuretski, Mayor

Town of Jupiter

Alternate: Ron Delaney, Vice Mayor

Reinaldo Diaz, Commissioner

City of Lake Worth Beach

Alternate: Christopher McVoy, Vice Mayor

Joni Brinkman, Vice Mayor

Village of Palm Springs

Alternate: Doug Gunther, Council Member

Deandre Poole, Commissioner

Port of Palm Beach

Alternate: Varisa Dass, Commissioner

VICE CHAIR

Maria Marino, Commissioner

Palm Beach County – District 1

Gregg K. Weiss, Mayor

Palm Beach County – District 2

Marci Woodward, Commissioner

Palm Beach County – District 4

Maria Sachs, Vice Mayor

Palm Beach County – District 5

Mack Bernard, Commissioner

Palm Beach County – District 7

Palm Beach County Alternates:

Michael Barnett, Commissioner

Sarah Baxter, Commissioner

Shirley Lanier, Councilwoman

City of Riviera Beach

Alternate: Tradrick McCoy, Councilman

Fred Pinto, Mayor

Village of Royal Palm Beach

Alternate: Jeff Hmara, Councilman

Michael J. Napoleone, Vice Mayor

Village of Wellington

Alternate: John T. McGovern, Councilman

Christy Fox, Commissioner

City of West Palm Beach

Joseph A. Peduzzi, Commissioner

City of West Palm Beach

West Palm Beach Alternates:

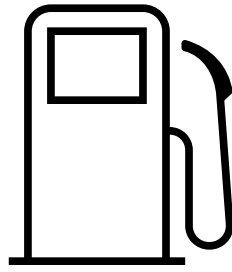
Christina Lambert, Commissioner

Shalonda Warren, Commissioner

Gerry O'Reilly, District 4 Secretary

Florida Department of Transportation

Non-Voting Advisory Member



**DECLARING JUNE 15, 2023
AS DUMP THE PUMP DAY**

WHEREAS, public transportation is critical in transporting essential workers reducing traffic congestion and air pollution, and

WHEREAS, the Palm Beach Transportation Planning Agency (TPA)'s vision is a safe, efficient, and connected multimodal transportation system,

WHEREAS, the Palm Beach TPA encourages transit ridership as a safe, equitable, and sustainable mode of transportation, and

WHEREAS, the American Public Transportation Association brings together hundreds of transit providers each year to raise awareness and encourage everyone to Dump the Pump, and

WHEREAS, Palm Tran, working closely with the Palm Beach TPA, provides 28,000 rides daily and is encouraging everyone from June 10th to 17th to use the promo code "TryTransit" on the Paradise Pass app to receive a \$5.00 cash value to ride transit free, and

WHEREAS, the South Florida Regional Transportation Authority is promoting Tri-Rail with a summer travel campaign to remind travelers of the convenient service to South Florida's airports using Tri-Rail, and avoid the stress of driving.

NOW, THEREFORE, BE IT PROCLAIMED BY THE GOVERNING BOARD OF THE PALM BEACH TPA, assembled in regular session this 15th day of June 2023, that June 15, 2023, is hereby proclaimed:

Dump the Pump Day

BE IT FURTHER PROCLAIMED BY THE GOVERNING BOARD OF THE PALM BEACH TRANSPORTATION PLANNING AGENCY that this proclamation is duly sealed, ribboned and executed by the Chair and Vice Chair of this Board.

Attest:

Valerie Neilson, AICP
TPA Executive Director

Mayor Chelsea S. Reed
TPA Chair

Commissioner Maria Marino
TPA Vice Chair



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

May 18, 2023

301 Datura Street, West Palm Beach, FL 33401
Meeting was also conducted virtually via Zoom

These minutes are a summary of the meeting events and may not reflect all discussion that occurred. PDF versions of the agenda, backup materials, presentations, and audio recordings are available for review at PalmBeachTPA.org/Board.

1. REGULAR ITEMS

1.A. Call to Order and Roll Call

CHAIR REED called the meeting to order at 9:04 a.m.

The Recording Secretary called the roll. A quorum was present in-person as depicted in the table below.

Member	Attendance	Member	Attendance	Member	Attendance
Steve Wilson	P	Reinaldo Diaz	P	Shirley Lanier	A
Yvette Drucker	P	Joni Brinkman	P	Fred Pinto	A
Fran Nachlas	P	Deandre Poole	P	Michael Napoleone	P
Woodrow Hay (Alt)	P	Gregg Weiss	P	Christy Fox	P
Shelly Petrolia	P	Marcie Woodward	P	Joseph Peduzzi	P
Joel Flores	P	Maria Sachs	A	Maria Marino	A
Jim Kuretski	P	Michael Barnett (Alt)	P	Chelsea Reed	P

P = Present A = Absent

1.B. Invocation and Pledge of Allegiance

Mayor Wilson led the invocation and pledge.

1.C. Modifications to the Agenda

There were no modifications to the agenda.

MOTION to Approve the Agenda by Mayor Joel Flores and seconded by Council Member Yvette Drucker.

1.D. General Public Comments

There were no public comments received.

1.E. Comments from the Chair and Member Comments

COUNCIL MEMBER DRUCKER shared Boca Raton held a strategic plan session and the Council included mobility and connectivity goals for this coming year. The City also added budget to become a National Association of City Transportation Officials (NACTO) city.

COMMISSIONER FOX stated the West Palm Beach trolleys contract is expiring on May 31st and the City is moving forward with a pilot program that will offer an expansion of Circuit and other on demand service from south of Belvedere Rd to 25th St.

MAYOR KURETSKI brought up the Board’s recent decisions on performance measure targets and

updating the Long Range Transportation Plan (LRTP). He emphasized the consequences of setting TPA targets and their relation to funding decisions. He also provided an example of the Indiantown Rd. study that is listed as a TPA Priority project to tackle congestion that is still unfunded. He stressed not to neglect level of service as the TPA considers performance measures targets and funding.

VALERIE NEILSON, TPA Executive Director, stated TPA staff is coordinating with FHWA and FDOT to host a workshop for federal performance measures and targets in August. She also stated the TPA is coordinating with Palm Beach County and FDOT to study Indiantown Rd.

VICE MAYOR NAPOLEONE congratulated Wellington and staff on having adopted Complete Streets Policy that Smart Growth America ranked 1st in Florida and 6th in the nation for 2023.

COMMISSIONER POOLE stated he and Commissioner Diaz attended the MPOAC Weekend Institute Training in Tampa. The training was informative and a great opportunity to network with other areas. He also suggested the Port of Palm Beach to provide a presentation to the TPA Board at a future meeting.

COMMISSIONER WOODWARD stated the third bicycle fatality in Boca Raton had occurred in the past few months and that SW 18th St. lacks continuous bicycle facilities. She asked how the TPA can expedite funding for areas that are particularly dangerous for pedestrians and bicyclists.

Discussion ensued on prioritizing and funding safety projects through TPA initiatives and additional funding opportunities local municipalities are pursuing.

COMMISSIONER WEISS gave an update on the request to the Coast Guard by Palm Beach County, City of West Palm Beach, and Town of Palm Beach to limit bridge openings during the peak traffic times. He stated Palm Beach County is doing a Lantana Airport safety study and a noise study. He requested a workshop on the effective use of adaptive signal technology and its potential application in our county.

CHAIR REED promoted Mental Health Awareness Month and thanked caregivers. She also thanked members who are "Home Rule Heroes".

Councilwoman Shirley Lanier joined the meeting at 9:16 a.m.

1.F. Executive Director's Report

There were no member or public comments on this item.

VALERIE NEILSON, TPA Executive Director, provided clarification regarding eligibility to apply for Safe Streets for All (SS4A) planning and infrastructure grants.

MAYOR KURETSKI drew attention to previous requirements for electric vehicle stations grants stipulating the charging must be free.

1.G. APPROVED: Consent Agenda Items

1. Governing Board Meeting Minutes for April 20, 2023
2. Appointments to the TPA Advisory Committees through May 2026
 - a. Yajaira Moleiro as the City of Boca Raton Vision Zero Advisory Committee (VZAC) Alternate.
 - b. Chris Melendez Berrios as the Village of Palm Springs VZAC Alternate.
 - c. Jessica Keller as the City of West Palm Beach Technical Advisory Committee (TAC) Representative.
 - d. Jermaine Swaby as the City of West Palm Beach VZAC Representative.
3. Appointments to the Transportation Disadvantaged Local Coordinating Board (TDLCB) through May 2026

- a. James Green as the Palm Beach County Community Action Representative.
- b. Stessy Cocerez as the Palm Beach County Community Action Alternate.
- 4. Resolution 2023-08 extending the Treasure Coast Regional Planning Council Interlocal Agreement for General Planning Consultant Services
This Resolution exercises the two-year extension terms of the existing Agreement to June 30, 2025 with a maximum amount of \$150,000 per year.
- 5. Resolution 2023-09 extending the Kittelson & Associates Contract for General Planning Consultant Services
This Resolution exercises the one-year extension terms of the existing Agreement to June 30, 2024 with a maximum amount of \$300,000.
- 6. Resolution 2023-10 extending the Kimley Horn & Associates Contract for General Planning Consultant Services
This Resolution exercises the one-year extension terms of the existing Agreement to June 30, 2024 with a maximum amount of \$300,000.
- 7. Resolution 2023-11 approving revisions to the 2023 Limited English Proficiency (LEP) Plan
This Resolution corrects the Spanish text for providing meeting notice to LEP persons.

There were no public or member comments on these items.

MOTION to Approve the Consent Agenda made by Mayor Flores, seconded by Vice Mayor Napoleone, and carried unanimously 18-0 as depicted in the table below.

Member	Vote	Member	Vote	Member	Vote
Steve Wilson	Y	Reinaldo Diaz	Y	Shirley Lanier	Y
Yvette Drucker	Y	Joni Brinkman	Y	Fred Pinto	A
Fran Nachlas	Y	Deandre Poole	Y	Michael Napoleone	Y
Woodrow Hay (Alt)	Y	Gregg Weiss	Y	Christy Fox	Y
Shelly Petrolia	Y	Marcie Woodward	Y	Joseph Peduzzi	Y
Joel Flores	Y	Maria Sachs	A	Maria Marino	A
Jim Kuretski	Y	Michael Barnett (Alt)	Y	Chelsea Reed	Y

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

2. ACTION ITEMS

There are no action items on this agenda.

Maria Marino joined the meeting at 9:51 a.m.

3. INFORMATION ITEMS

3.A. Draft Fiscal Year (FY) 2024 – 2028 Transportation Improvement Program (TIP)

ANDREW UHLIR, TPA Deputy Director of Programs, presented this item.

COMMISSIONER DIAZ inquired about the increasing use of electric bicycles and how we must prepare for the demand and challenges in the design of the projects.

MAYOR FLORES emphasized the need to consider the western connectivity to major thoroughfares of I-95 and Florida’s Turnpike and the need for more on-ramps and other connection alternatives.

MAYOR KURETSKI further commented on electric bicycles, faster speeds for drivers to assess, and the need to address design.

MAYOR WEISS inquired about the Tri-Rail extension into northern Palm Beach County and the access fee for the Florida East Coast Railway (FECR).

VALERIE NEILSON stated there hasn't been movement on the access fee since a local match for operations and maintenance is required and that the Project Development and Environment (PD&E) phase in the TIP is a placeholder until there is a local funding source to move the project forward.

COMMISSIONER MARINO elaborated on the original discussion with the FECR, and the lack of information provided to be able to move forward.

There were no public comments on this item.

3.B. Port St. Lucie Express Survey Results

YASH NAGAL, Palm Tran Director of Transit Planning, presented this item.

MAYOR KURETSKI stated excitement for the service and desire for additional stops near major employment centers north of West Palm Beach.

COMMISSIONER BERNARD inquired about monthly passes and fare structures.

COMMISSIONER FOX inquired about how this route was chosen.

COMMISSIONER WOODWARD asked about a sustainable funding source after the FDOT grant ends, mentioning Martin and St. Lucie Counties as potential funding partners benefiting from the service.

COMMISSIONER MARINO stated Port St Lucie and FDOT should be partnering with Palm Beach County on jointly funding the continued service.

There were no public comments on this item.

3.C. Partner Agency Updates

There were no partner agency updates.

4. ADMINISTRATIVE ITEMS

4.A. Routine TPA Reports

1. Public Involvement Activity Report – April 2023

2. FDOT Scheduling Report – May 2023

There were no public comments or Board member discussion on these items.

CHAIR REED provided a reminder to ride transit and to take the TPA bike survey.

4.C. Next Meeting – June 15, 2023

4.D. Adjournment

There being no further business, the Chair declared the meeting adjourned at 10:30 a.m.

This signature is to attest that the undersigned is the Chair, or a designated nominee, of the TPA Governing Board and that the information provided herein is the true and correct Minutes for the May 18, 2023, meeting of the Board, dated this 15th day of June 2023.

Chair Chelsea Reed
Palm Beach Gardens Mayor

EXHIBIT A
Transportation Planning Agency Governing Board

Representative Alternate(s) Local Government	Jun '22	Jul '22	Aug '22	Sep '22	Oct '22	Nov '22	Dec '22	Jan '23	Feb '23	Mar '23	Apr '23	May '23		
Chelsea Reed, Mayor CHAIR City of Palm Beach Gardens	P	P	NO MEETING HELD – SCHEDULED BREAK	P	P	NO MEETING HELD – SCHEDULED BREAK	P	NO MEETING HELD – SCHEDULED BREAK	P	P	P	P		
Maria Marino, Commissioner VICE CHAIR Palm Beach County	P	E		E	E		P		P	P	P			
Steve B. Wilson, Mayor City of Belle Glade	E	P		P	P		P		A	P	P	P		
Yvette Drucker, Council Member City of Boca Raton	P	P		P	P		P		P	P	P	P		
Fran Nachlas, Council Member Monica Mayotte, Council Member City of Boca Raton	P	ALT		P	ALT		ALT		ALT	ALT	ALT	P	P	
Angela Cruz, Vice Mayor Woodrow Hay, Commissioner City of Boynton Beach	P	P		ALT	P		E		E	P	E	ALT	ALT	
Shelly Petrolia, Mayor Juli Casale, Deputy Vice- Mayor City of Delray Beach	P	P		P	P		ALT		ALT	P	P	P	P	
Joel Flores, Mayor City of Greenacres	P	P		E	P		P		P	P	P	P	P	
Jim Kuretski, Mayor Town of Jupiter	E	E		P	P		P		P	P	P	P	P	
Reinaldo Diaz, Commissioner Christopher McVoy, Vice Mayor City of Lake Worth Beach	ALT	P		P	P		P		P	P	E	P	P	P
Joni Brinkman, Vice Mayor Village of Palm Springs	P	P		P	P		P		P	P	P	P	P	P
Deandre Poole, Commissioner Port of Palm Beach	P	P		E	P		E		E	E	P**	P	P	P
Mack Bernard, Commissioner Michael Barnett, Commissioner Palm Beach County	P	P	E	P	P	P	P	A	A	ALT	P			
Maria Sachs, Vice Mayor Palm Beach County	E	E	P	P	P	P	P	E	P	E	E			
Gregg Weiss, Mayor Sarah Baxter, Commissioner Palm Beach County	P	ALT	E	P	P	P	P	ALT	P	P	P			
Shirley Lanier, Councilwoman City of Riviera Beach	A	E	P	E	E	E	E	P	A	P	P			



Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.
SECRETARY

May 31st, 2023

Ms. Valerie Neilson
Executive Director
Palm Beach Transportation Planning Agency
301 Datura Street
West Palm Beach, FL. 33401

Dear Ms. Neilson

RE: Appointment of Technical Advisory Committee (TAC) and Vision Zero Advisory Committee (VZAC) Members representing FDOT.

Please accept this letter as an official notification that the Florida Department of Transportation (FDOT) nominates John Krane to serve as FDOT's representative on the Technical Advisory Committee. Christine Fasiska, Tony Norat and Marsha Taylor-Long will serve as the alternates. Claudette De Los Santos will be representing FDOT on the Vision Zero Advisory committee (VZAC) with Wibet Hay as the alternate.

John Krane, P.E. has 31 years of transportation engineering experience in both the private and public sectors with expertise in traffic planning, traffic operations analysis, roadway safety, access management, concept development, NEPA studies, and interchange access requests. He currently manages the activities and staff of the functional groups within the FDOT Planning and Environmental Management Office. He leads and oversees necessary coordination on transportation projects with state and federal agencies and public officials and oversees liaison activities with various civic organizations, Metropolitan Planning Organizations (MPO's) and local governments in support of FDOT's work program development and project delivery. He has approval authority for federal environmental documents or others, as delegated by the District Secretary, prepared at the district level. He is also responsible for master plans / long range Planning initiatives, the Strategic Intermodal System Program, and Interchange Access Requests.

Christine Fasiska, P.E. has worked with FDOT for over eight years, serving initially as the District Four LAP Administer for three years and is currently the Transportation Planning Manager. Her roles and responsibilities include supporting the Systems Analytics, MPO Liaison, and Policy and Mobility Planning teams; guiding and reviewing internal and external planning endeavors; ensuring modeling and traffic analysis activities, as well as data collection and inventory programs are advancing; guiding and reviewing proposed and on-going jurisdictional roadway transfers; directing and supporting master plan and corridor studies. Christine's position also includes communicating and coordinating with the MPO's within the District Four area regarding all planning and project matters: LRTP, TIP/STIP, LOPP, UPWP, as well as attending monthly MPO Board meetings and committee meetings as necessary.

Tony Norat has worked with the State of Florida for over 8 years, with his last year being at FDOT as the MPO Liaison supervisor. Tony Manages the liaison group for all 5 MPO's. This consists of coordinating internal and external meetings, training, and other planning priorities. Mr. Norat also ensures timely processing of TIP/ STIP amendments, MPO Invoice review, UPWP, LRTP, and the Joint Certification Process.

Marsha Taylor-Long has worked with the Florida Department of Transportation (FDOT) for over eight years and has served in her position as Planning Specialist for the past three years. Her position requires coordination with the Metropolitan Planning Organizations, mainly assigned to the Palm Beach Transportation Planning Agency. She represents FDOT as MPO Liaison at MPO meetings including the Technical Advisory Committee and Governing Board. Marsha manages the MPO Joint Participation Agreement (JPA) and Consolidated Planning Grants (CPG) as well as facilitates the process of updating and amending the Transportation Improvement Programs (TIP) and State TIP (STIP) in coordination with the MPO's. She provides support to the MPO's during the development and implementation of the Long-Range Transportation Plans (LRTP).

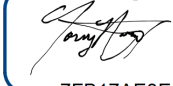
Claudette De Los Santos has 5 years of transportation engineering experience. Claudette has focused her career in the Public Sector at FDOT where she began as an intern in Traffic Operations. Upon graduating from Florida International University with a Bachelor of Science in Civil Engineering, she transitioned into Roadway Design where she has spent the last five years leading and supporting various In-House Design projects. Claudette recently began her new role in the Office of Modal Development where she has been supporting efforts for bicycle and pedestrian improvements. Her efforts rely on a robust partnering plan that includes various activities that will continue to drive and enhance public safety.

Wibet Hay has worked with FDOT for fifteen years in various roles. As Multimodal Coordinator, Wibet Hay manages multimodal planning projects that may include Transit, Trails, and other transit modes. She works with local governments and Transportation Planning Agencies and provides technical assistance in transportation planning and pre-scoping activities for multimodal studies and projects.

Thank you for the opportunity to have FDOT serve on these important committees. If you need any additional information, please feel free to contact us using the contact information attached.

Sincerely,

DocuSigned by:



7FB17AE3EE7E49B...

Tony Norat, FCCM

FDOT – District Four

954-777-4651 (office)

Tony.Norat@dot.state.fl.us

John Krane, P.E.
District Planning & Environmental Administrator
Planning & Environmental Management
FDOT - District 4
3400 W Commercial Boulevard
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MPO Liaison Supervisor
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Marsha Taylor-Long, CSM, FCCM
Planning Specialist (Palm Beach)
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Claudette De Los Santos
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Wibet Hay
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CITY OF DELRAY BEACH

100 N.W. 1ST AVENUE • DELRAY BEACH • FLORIDA 33444 • (561) 243-7015



June 7, 2023

Valerie Neilson, AICP
Executive Director
Palm Beach Transportation Planning Agency
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411

RE: Staff designation to the Vision Zero Advisory Committee (VZAC)

Dear Ms. Neilson,

I would like to formally request that I receive the designation as the City of Delray Beach’s representative and Amy Alvarez, AICP, as the alternate on the Palm Beach Transportation Planning Agency (TPA) Vision Zero Advisory Committee (VZAC). I will be replacing Brian Ruscher in this position. Mrs. Alvarez will remain in her current position as alternate.

Currently, I serve as the Public Works Director for the City of Delray Beach. My work experience includes managing roadway design, Capital projects, transportation issues, budgeting and public policy education. Mrs. Alvarez has recently been promoted to the position of Assistant Director of Development Services, which encompasses planning, zoning, and building services within the city.

Thank you in advance for your consideration of this request for designation of representation for our city on this important committee.

Sincerely,

Missie Barletto
Public Works Director
City of Delray Beach

Cc: Mayor Shelly Petrolia
Deputy Vice Mayor Rob Long
Terrence Moore, ICMA-CM
Anthea Gianniotis, Development Services Director
Amy Alvarez, Assistant Director of Development Services
Jason Kaufman, Engineering Division Manager



MEMORANDUM

TO: Chair and Members of the TPA Governing Board

FROM: Valerie Neilson, TPA Executive Director

SUBJECT: Fiscal Year 2024 Annual Adjustments to TPA Employee Salaries

DATE: June 8, 2023

Per the Palm Beach TPA Personnel Handbook, the annual cost of living adjustment (COLA) for TPA employees shall be calculated prior to the beginning of the new fiscal year (FY) and applied to the first pay period commencing after July 1. All annual adjustments are subject to budget availability and approval by the TPA Governing Board.

Under the purview of the Executive Director, the Finance & Operations Manager has analyzed data published on the United States Bureau of Labor Statistics (BLS) website as it pertains to the Consumer Price Index (CPI). The CPI is a measure of average change over time in the prices paid by urban consumers for a market basket of consumer goods and services.

The unadjusted 12-month BLS CPI for the most recent data available as of June 8, 2023, was 4.9% nationally and 9.0% for the Miami-Fort Lauderdale-West Palm Beach Area. In addition, the Executive Director and Finance & Operations Manager reached out to several peer government agencies to ask what COLA and / or merit increases they were considering for FY 2024.

After reviewing the budget, CPI, and peer government agencies proposed increases for FY 2024 and considering staff retention, the Executive Director requests approval of FY 2024 Annual Adjustments to Employee Salaries with a 5% COLA and a performance review merit increase for eligible employees up to a maximum of 2%, effective July 1, 2023.



**Transmission of material in this release is embargoed until
 8:30 a.m. (ET) Wednesday, May 10, 2023**

USDL-23-0942

Technical information: (202) 691-7000 • cpi_info@bls.gov • www.bls.gov/cpi
 Media contact: (202) 691-5902 • PressOffice@bls.gov

CONSUMER PRICE INDEX – APRIL 2023

The Consumer Price Index for All Urban Consumers (CPI-U) rose 0.4 percent in April on a seasonally adjusted basis, after increasing 0.1 percent in March, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 4.9 percent before seasonal adjustment.

The index for shelter was the largest contributor to the monthly all items increase, followed by increases in the index for used cars and trucks and the index for gasoline. The increase in the gasoline index more than offset declines in other energy component indexes, and the energy index rose 0.6 percent in April. The food index was unchanged in April, as it was in March. The index for food at home fell 0.2 percent over the month while the index for food away from home rose 0.4 percent.

The index for all items less food and energy rose 0.4 percent in April, as it did in March. Indexes which increased in April include shelter, used cars and trucks, motor vehicle insurance, recreation, household furnishings and operations, and personal care. The index for airline fares and the index for new vehicles were among those that decreased over the month.

The all items index increased 4.9 percent for the 12 months ending April; this was the smallest 12-month increase since the period ending April 2021. The all items less food and energy index rose 5.5 percent over the last 12 months. The energy index decreased 5.1 percent for the 12 months ending April, and the food index increased 7.7 percent over the last year.

Chart 1. One-month percent change in CPI for All Urban Consumers (CPI-U), seasonally adjusted, Apr. 2022 - Apr. 2023
 Percent change

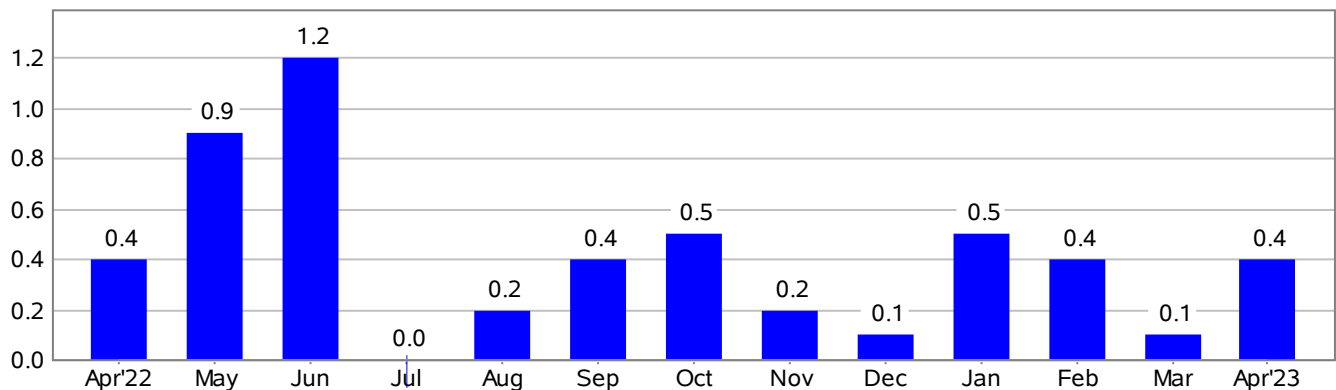


Chart 2. 12-month percent change in CPI for All Urban Consumers (CPI-U), not seasonally adjusted, Apr. 2022 - Apr. 2023

Percent change

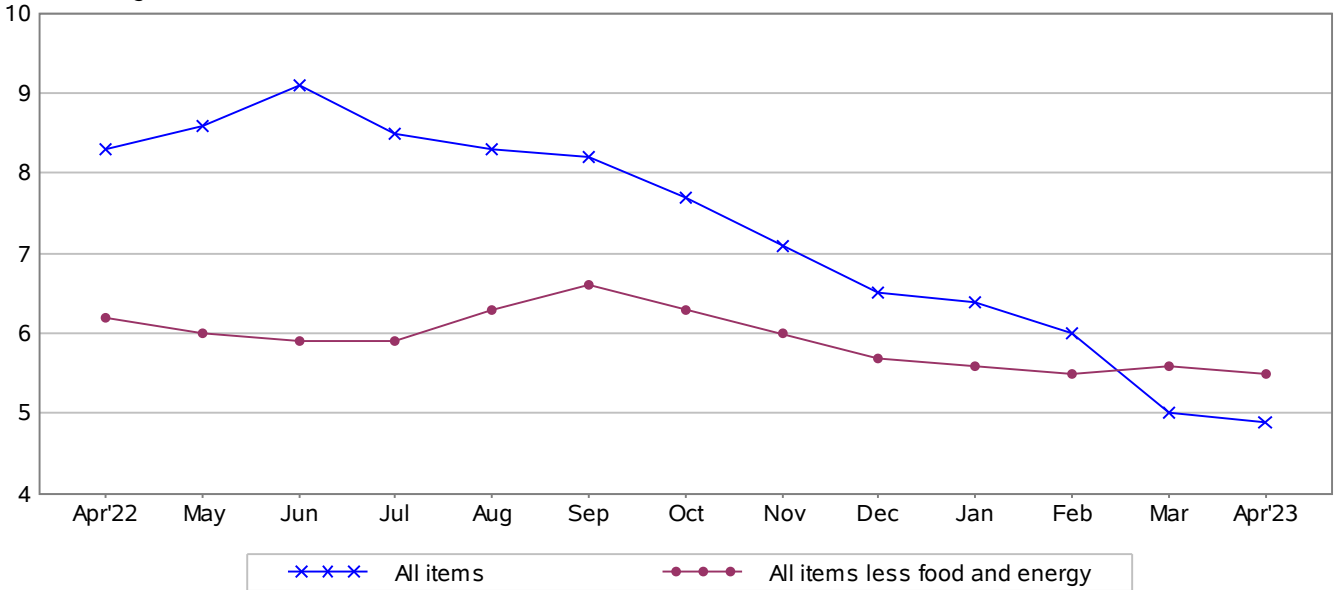


Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended Apr. 2023
	Oct. 2022	Nov. 2022	Dec. 2022	Jan. 2023	Feb. 2023	Mar. 2023	Apr. 2023	
All items.....	0.5	0.2	0.1	0.5	0.4	0.1	0.4	4.9
Food.....	0.7	0.6	0.4	0.5	0.4	0.0	0.0	7.7
Food at home.....	0.5	0.6	0.5	0.4	0.3	-0.3	-0.2	7.1
Food away from home ¹	0.9	0.5	0.4	0.6	0.6	0.6	0.4	8.6
Energy.....	1.7	-1.4	-3.1	2.0	-0.6	-3.5	0.6	-5.1
Energy commodities.....	3.7	-2.1	-7.2	1.9	0.5	-4.6	2.7	-12.6
Gasoline (all types).....	3.4	-2.3	-7.0	2.4	1.0	-4.6	3.0	-12.2
Fuel oil ¹	19.8	1.7	-16.6	-1.2	-7.9	-4.0	-4.5	-20.2
Energy services.....	-0.7	-0.6	1.9	2.1	-1.7	-2.3	-1.7	5.9
Electricity.....	0.5	0.5	1.3	0.5	0.5	-0.7	-0.7	8.4
Utility (piped) gas service.....	-3.7	-3.4	3.5	6.7	-8.0	-7.1	-4.9	-2.1
All items less food and energy.....	0.3	0.3	0.4	0.4	0.5	0.4	0.4	5.5
Commodities less food and energy								
commodities.....	-0.1	-0.2	-0.1	0.1	0.0	0.2	0.6	2.0
New vehicles.....	0.6	0.5	0.6	0.2	0.2	0.4	-0.2	5.4
Used cars and trucks.....	-1.7	-2.0	-2.0	-1.9	-2.8	-0.9	4.4	-6.6
Apparel.....	-0.2	0.1	0.2	0.8	0.8	0.3	0.3	3.6
Medical care commodities ¹	0.0	0.2	0.1	1.1	0.1	0.6	0.5	4.0
Services less energy services.....	0.5	0.5	0.6	0.5	0.6	0.4	0.4	6.8
Shelter.....	0.7	0.6	0.8	0.7	0.8	0.6	0.4	8.1
Transportation services.....	0.6	0.3	0.6	0.9	1.1	1.4	-0.2	11.0
Medical care services.....	-0.4	-0.5	0.3	-0.7	-0.7	-0.5	-0.1	0.4

¹ Not seasonally adjusted.

Table 4. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index, April 2023
 [1982-84=100, unless otherwise noted]

Area	Pricing Schedule ¹	Percent change to Apr. 2023 from:			Percent change to Mar. 2023 from:		
		Apr. 2022	Feb. 2023	Mar. 2023	Mar. 2022	Jan. 2023	Feb. 2023
U.S. city average.....	M	4.9	0.8	0.5	5.0	0.9	0.3
Region and area size²							
Northeast.....	M	3.8	0.0	0.2	4.3	0.3	-0.2
Northeast - Size Class A.....	M	4.1	0.0	0.1	4.8	0.5	-0.1
Northeast - Size Class B/C ³	M	3.5	-0.1	0.3	3.6	0.0	-0.4
New England ⁴	M	3.8	0.3	0.3	3.6	0.2	0.0
Middle Atlantic ⁴	M	3.9	-0.2	0.2	4.6	0.3	-0.3
Midwest.....	M	4.9	1.2	0.6	4.9	1.1	0.6
Midwest - Size Class A.....	M	4.7	1.3	0.7	4.7	1.1	0.6
Midwest - Size Class B/C ³	M	5.1	1.1	0.5	5.0	1.1	0.6
East North Central ⁴	M	5.4	1.4	0.6	5.1	1.1	0.8
West North Central ⁴	M	4.0	0.6	0.4	4.3	0.9	0.2
South.....	M	5.5	1.0	0.7	5.3	1.0	0.4
South - Size Class A.....	M	5.5	1.1	0.6	5.4	1.2	0.5
South - Size Class B/C ³	M	5.5	1.0	0.7	5.2	0.9	0.3
South Atlantic ⁴	M	6.0	1.1	0.7	5.6	1.1	0.5
East South Central ⁴	M	5.2	0.9	0.6	5.2	1.2	0.3
West South Central ⁴	M	4.8	0.9	0.7	4.7	0.7	0.2
West.....	M	4.9	1.0	0.5	5.1	1.0	0.5
West - Size Class A.....	M	5.0	0.8	0.5	5.0	0.7	0.3
West - Size Class B/C ³	M	4.8	1.1	0.4	5.2	1.4	0.7
Mountain ⁴	M	5.6	1.1	0.3	6.0	1.5	0.8
Pacific ⁴	M	4.6	0.9	0.5	4.8	0.8	0.4
Size classes							
Size Class A ⁵	M	4.9	0.8	0.5	5.0	0.8	0.3
Size Class B/C ³	M	5.0	0.9	0.5	4.9	0.9	0.3
Selected local areas							
Chicago-Naperville-Elgin, IL-IN-WI.....	M	4.8	1.6	0.8	4.4	1.2	0.8
Los Angeles-Long Beach-Anaheim, CA.....	M	3.8	0.8	0.7	3.7	-0.2	0.1
New York-Newark-Jersey City, NY-NJ-PA.....	M	3.7	0.0	0.1	4.6	0.3	-0.1
Atlanta-Sandy Springs-Roswell, GA.....	2	5.8	0.5				
Baltimore-Columbia-Towson, MD ⁶	2	5.3	0.7				
Detroit-Warren-Dearborn, MI.....	2	6.6	2.1				
Houston-The Woodlands-Sugar Land, TX.....	2	4.0	1.3				
Miami-Fort Lauderdale-West Palm Beach, FL.....	2	9.0 ^f	1.4				
Philadelphia-Camden-Wilmington, PA-NJ-DE-MD.....	2	4.7	0.1				
Phoenix-Mesa-Scottsdale, AZ ⁷	2	7.4	1.5				
San Francisco-Oakland-Hayward, CA.....	2	4.2	0.4				
Seattle-Tacoma-Bellevue, WA.....	2	6.9	1.0				
St. Louis, MO-IL.....	2	4.2	0.6				
Urban Alaska.....	2	3.1	0.8				
Boston-Cambridge-Newton, MA-NH.....	1				4.7	0.2	
Dallas-Fort Worth-Arlington, TX.....	1				5.8	1.3	
Denver-Aurora-Lakewood, CO.....	1				5.7	1.3	
Minneapolis-St.Paul-Bloomington, MN-WI.....	1				3.4	0.4	
Riverside-San Bernardino-Ontario, CA ⁴	1				4.6	0.0	
San Diego-Carlsbad, CA.....	1				5.3	1.0	
Tampa-St. Petersburg-Clearwater, FL ⁸	1				7.7	1.1	
Urban Hawaii.....	1				3.3	0.6	
Washington-Arlington-Alexandria, DC-VA-MD-WV ⁶	1				3.7	1.3	

¹ Foods, fuels, and several other items are priced every month in all areas. Most other goods and services are priced as indicated: M - Every month.

1 - January, March, May, July, September, and November. 2 - February, April, June, August, October, and December.

² Regions defined as the four Census regions.

³ Indexes on a December 1996=100 base.

⁴ Indexes on a December 2017=100 base.

⁵ Indexes on a December 1986=100 base.

⁶ 1998 - 2017 indexes based on substantially smaller sample.

⁷ Indexes on a December 2001=100 base.

⁸ Indexes on a 1987=100 base.

r Revised

NOTE: Local area indexes are byproducts of the national CPI program. Each local index has a smaller sample size than the national index and is, therefore, subject to substantially more sampling and other measurement error. As a result, local area indexes show greater volatility than the national index, although their long-term trends are similar. Therefore, the Bureau of Labor Statistics strongly urges users to consider adopting the national average CPI for use in their escalator clauses.



May 23, 2023

Members of the Board of Directors and
 Ms. Valerie Neilson, Executive Director
 Palm Beach Transportation Planning Agency
 301 Datura Street
 West Palm Beach, FL 33401

Dear Board Members and Ms. Neilson:

We are pleased to confirm our understanding of the services we are to provide for Palm Beach Transportation Planning Agency (the "Organization") for the years ended June 30, 2023 and 2024. This engagement letter is an amendment to TPA Agreement No. 2021-01 approved on February 26, 2021 for the purposes of accepting the contractual option for a two (2) year extension of the Agreement. This engagement letter is subject to all provisions in TPA Agreement No. 2021-01, unless otherwise noted.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities and major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the Organization as of and for the years ended June 30, 2023 and 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Organization's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Organization's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. If applicable to the Organization, the following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedule - General Fund
3. Schedule of Proportionate Share of Net Pension Liability - Florida Retirement System Pension Plan and Retiree Health Insurance Subsidy Program
4. Schedule of Contributions - Florida Retirement System Pension Plan and Retiree Health Insurance Subsidy Program

5. Schedule of Investment Returns - Florida Retirement System Pension Plan and Retiree Health Insurance Subsidy Program

We have also been engaged to report on supplementary information other than RSI that accompanies the Organization's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements or in a report combined with our auditor's report on the financial statements:

1. Schedule of Expenditures of Federal Awards

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objective also includes reporting on-

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, Government Auditing Standards do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of controls
- Improper revenue recognition
- The risk of non-compliance with rules and regulations

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures-Internal Control

We will obtain an understanding of the Organization and its environment, including internal control relevant to the audit, sufficient to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Organization's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Organization's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Organization's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the Organization in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of the audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal awards programs; compliance with laws, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards, take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings, promptly follow up and take corrective action on reported audit findings, and prepare a summary schedule of prior audit findings and a separate corrective action plan, if applicable.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period, unless an extension has been granted.

We will provide copies of our reports to the Organization; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Keefe McCullough and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Auditor General or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Keefe McCullough personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the agencies listed above. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Stephen P. Emery, C.P.A. is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

CONFIDENTIAL

Our fees for the services described in this letter are as follows:

Year Ending June 30,	Financial Statement Audit	Single Audit, If Required, Per Major Program/Project
2023	\$ 16,500	\$ 2,500
2024	\$ 17,000	\$ 2,500

Our fees are based upon the anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimated before we incur the additional costs. This agreement may be renewed each year based on the mutual agreement to all terms, including fees, of both parties. An invoice for the services provided will be presented at the completion of the engagement or at the end of each semi-monthly billing period, whichever occurs first. Payment of our invoice is due when rendered.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the board of directors of Palm Beach Transportation Planning Agency. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor’s report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.



We appreciate the opportunity to be of service to the Palm Beach Transportation Planning Agency and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

KEEFE McCULLOUGH

Stephen P. Emery, C.P.A.

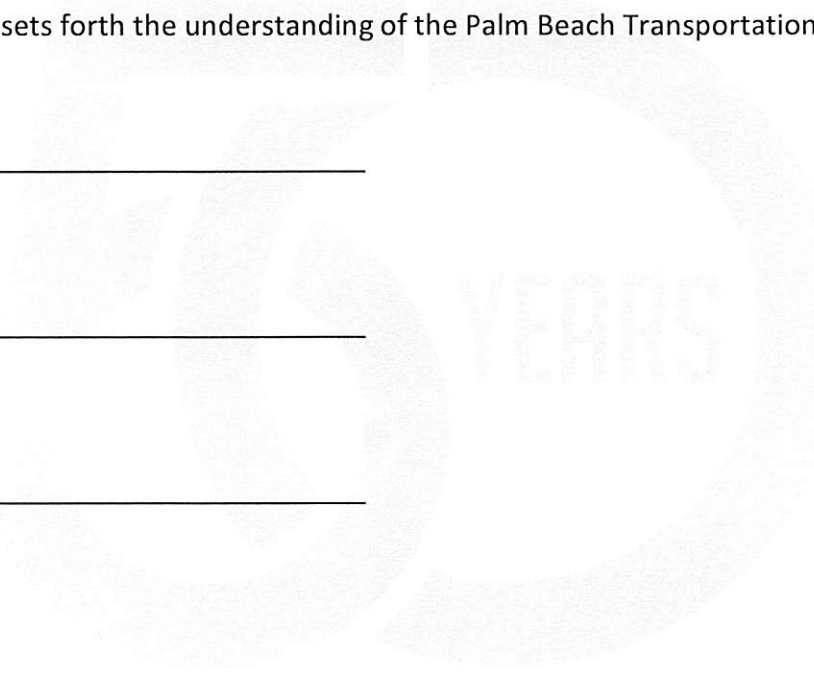
RESPONSE:

This letter correctly sets forth the understanding of the Palm Beach Transportation Planning Agency.

Signature

Title

Date



Trusted Ad

**PALM BEACH TPA AGREEMENT
(Agreement No. 2021-01)**

**AUDIT SERVICES
BETWEEN
PALM BEACH TRANSPORTATION PLANNING AGENCY
AND EXTERNAL AUDITOR**

This Agreement is made as of this 26TH day of FEBRUARY, 2021, by and between the Palm Beach MPO d/b/a the Palm Beach Transportation Planning Agency, an entity created pursuant to the provisions of Chapters 163 and 339, Florida Statutes (F.S.), (hereinafter referred to as the "TPA") and Keefe, McCullough & Co., LLP, a Florida Limited Liability Partnership, authorized to do business in the State of Florida and whose principal place of business is located at 6550 North Federal Highway, 4th Floor, Ft. Lauderdale, FL 33308, (hereinafter referred to as the "AUDITOR").

WITNESSETH

WHEREAS, the TPA has requested the services of the AUDITOR to provide annual Single Audit Reports of the TPA's financial statements, internal controls, and grant compliance program, as more specifically described in the Scope of Services (also referred to as the "Scope" or "Work") attached hereto as "Exhibit A" and incorporated into and made a part of this Agreement; and

WHEREAS, the TPA agrees to provide all documentation, reports, access, and communications necessary to support the efficient audit process; and

WHEREAS, the TPA agrees to fund the costs associated with the performance of the Scope of Services; provided, however, that this funding obligation is contingent upon the Florida Department of Transportation's (hereinafter referred to as "FDOT") approval of this Agreement, a determination by FDOT that said costs are "eligible project costs" for which the TPA will be reimbursed, and FDOT's approval of each invoice submitted by the TPA to FDOT for reimbursement under the TPA's Joint Participation Agreements (hereinafter referred to as "JPA") with FDOT.

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

Section 1. **Incorporation of Facts.** The recitals ("WHEREAS" clauses) set forth above, in the preamble to this Agreement, are true and correct and incorporated into and made a part of this Agreement by reference.

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

Section 3. **Representatives.** The TPA's representative during the performance of this Agreement is the Executive Director of the TPA, and the AUDITOR's representative during the performance of this Agreement is [AUDITOR contact].

Section 4. **Effective Date, Term, and Renewal.** This Agreement shall take effect on February 16, 2021 and shall remain in full force and effect for a period of twenty-nine (29) months, expiring June 30, 2023. Two (2) additional twelve (12) month renewal option(s) may be exercised at the TPA's sole discretion. If the TPA elects to exercise the option(s), the TPA will notify the AUDITOR in writing of its election at

least fifteen (15) days prior to the expiration of the then current term of the Agreement at the address set forth in Section 36 of this Agreement.

Section 5. Services.

- A. The AUDITOR shall commence provision of the Services upon execution of this Agreement and deliver all services, reports, presentations, and/or goods according to the timelines outlined in the Services. In the event that AUDITOR anticipates any delay in the delivery of any items as part of its responsibilities under this Agreement, AUDITOR shall promptly notify the TPA of such delay. Upon receipt of such notice, the TPA may elect to terminate the Agreement.
- B. The AUDITOR shall comply with all applicable Federal, State, and local laws, Executive Orders, ordinances, and regulations relevant to the Services identified under this Agreement. If any provision of this Agreement requires the AUDITOR to violate any Federal, State, or local law, Executive Order, ordinance, or regulation, AUDITOR will immediately notify the TPA in writing of the appropriate changes and modifications that are necessary to proceed with the Services in compliance with the law.
- C. This Section 5. shall survive the termination of this Agreement.

Section 6. Payments.

- A. The TPA agrees to pay the AUDITOR fixed price costs for the Services for each year as follows:

Year Ending June 30,	Financial Statements Audit	Single Audit, If Required, Per Major Program
2020	\$15,000	\$2,500
2021	\$15,500	\$2,500
2022	\$16,000	\$2,500
Option Years		
2023	\$16,500	\$2,500
2024	\$17,000	\$2,500

The TPA will not make a separate payment for reimbursable expenses or for additional costs incurred by the AUDITOR for any reason, including reasons outside of AUDITOR's control.

- B. The AUDITOR shall notify the TPA upon substantial percentage (%) completion of the Services and submit an invoice for the percentage (%) complete. All invoices submitted by the AUDITOR shall be itemized in sufficient detail so that the TPA and any other governmental entity with oversight over expenditures made pursuant to this Agreement may perform proper pre and post United States Department of Transportation (hereinafter referred to as "USDOT") or FDOT required audits of the invoices and determine that the Services have been properly performed.
- C. Within ten (10) TPA business days of receipt of notice, the TPA will evaluate the submitted Services to determine conformity to the specifications provided herein. The TPA may deliver a notice of rejection to AUDITOR if the Services fail to conform to the specifications provided herein. AUDITOR shall, at no cost to the TPA, promptly remedy such failure and deliver the corrected Services to the TPA. Failure to deliver a notice of rejection within ten (10) TPA business days of receipt of the notice constitutes acceptance of the portion of the Services submitted.

- D. TPA shall pay the AUDITOR for Services within thirty (30) days of TPA acceptance of the Deliverable. Payments will be remitted to the AUDITOR at the address set forth in this Agreement or such other address as is designated in writing by AUDITOR to TPA.
- E. In order for each party to close its books and records, the AUDITOR will clearly state "final invoice" on its last and final billing. This certifies that all Services have been properly completed, provided to, and approved by the TPA and all charges and costs have been invoiced to the TPA. Since this account will thereupon be closed, any and all other future charges, if not properly included on this final invoice, are waived by the AUDITOR. All invoices must be submitted within sixty (60) calendar days of the expiration date of this Agreement. Invoices submitted thereafter will not be eligible for payment, unless this requirement is waived, in writing, by the TPA's Executive Director and the TPA can receive payment under its JPA with the FDOT.
- F. As provided by Section 287.135, Florida Statutes, the AUDITOR agrees that it is ineligible to enter into or renew a contract with the TPA for goods or services of: (i) any amount if, if at the time of entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or (ii) one million dollars or more if, at the time of entering into or renewing such contract, the company: is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or is engaged in business operations in Cuba or Syria. The AUDITOR hereby affirms and certifies that it does not fall within any of the foregoing categories. If it is determined that the AUDITOR was or hereafter falls within any of the foregoing categories, the TPA without any liability may immediately terminate this Agreement. As defined in this paragraph, "Boycott of Israel" has the same meaning as defined in Section 215.4725, Florida Statutes, and the term "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

Section 7. Availability of Funds. The TPA's performance and obligation to pay under this Agreement is contingent upon its receipt of funds, as a grantee or funding recipient of FDOT or the USDOT or an agency thereof, which funds are to be used for the purposes of this Agreement. In addition, the TPA shall not be obligated to perform or pay for any services provided or to be provided under this Agreement, including reimbursement of costs and expenses if:

- A. FDOT or USDOT has not approved this Agreement;
- B. FDOT or USDOT determines that any of the services provided or to be provided, including reimbursement of costs or expenses are not "eligible project costs" for which the TPA may be reimbursed;
- C. FDOT or USDOT shall not approve any requisition or invoice submitted by the TPA to FDOT for reimbursement; or
- D. FDOT or USDOT shall terminate or cancel its JPA with the TPA or fail to fully fund its obligations thereunder. The TPA's failure to receive funds or the revocation of funding shall constitute a basis for the TPA's termination of this Agreement for convenience.

Section 8. Reports and Ownership of Documents. All written information associated with this Agreement shall be considered a Public Record open to public inspection subject to the provisions of

Chapter 119, F.S., unless otherwise made confidential or exempt under Florida law. All documents, papers, letters, drawings, maps, books, tapes, photographs, films, characteristics, sketches, programs, data-base reports, data processing software, material, websites/web pages, and other data developed under or arising from this Agreement, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency, whether public or private but acting on behalf of the AUDITOR or the TPA (hereinafter referred to as "Public Record" or "Public Records"), shall be the shared property of the TPA, AUDITOR, and any agencies that have provided funding but may be reused by the TPA and the AUDITOR.

- A. The AUDITOR shall deliver to the TPA's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the TPA under this Agreement.
- B. To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the TPA or at its expense will be kept confidential by AUDITOR and will not be disclosed to any other party, directly or indirectly, without the TPA's prior written consent unless required by a lawful court order.
- C. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by the AUDITOR pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.
- D. The AUDITOR acknowledges that it is subject to Florida's Public Records Law and agrees that it shall comply with the requirements of said law. The AUDITOR further agrees that the TPA may unilaterally terminate this Agreement (and such termination will be for cause) if the AUDITOR refuses to produce or to allow public access to any Public Records, or does not produce or allow access within a reasonable period of time after a request for Public Records has been received. The AUDITOR agrees that it shall not initiate or take any action against the TPA, if the TPA terminates this Agreement because of the AUDITOR's failure to comply with Florida's Public Records Law. Notwithstanding the foregoing, refusal of the AUDITOR to allow public access to such Public Records shall not constitute ground(s) for unilateral cancellation of this Agreement by the TPA, if pursuant to direction of the TPA, the AUDITOR withholds access to said Public Record, because it is confidential or exempt from disclosure status pursuant to federal or Florida law. Further, if a request for a Public Record is made to the AUDITOR, upon the furnishing of that Public Record to the requestor, the TPA shall be promptly notified and furnished, at no cost, with a similar copy of the Public Record.
- E. To the extent required by law, documents prepared pursuant to this Agreement are subject to Florida's Public Record Law. The AUDITOR agrees to keep and maintain Public Records in the AUDITOR's possession or control in connection with their performance under this Agreement. The AUDITOR additionally agrees to comply specifically with the provisions of Section 119.0701, F.S. The AUDITOR shall ensure that Public Records that are confidential or exempt, as provided by Florida or federal law, from Public Records disclosure requirements are not disclosed, except as authorized by law and as approved by the TPA, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the TPA.
- F. Upon request from the TPA's custodian of Public Records, the AUDITOR shall provide the TPA with a copy at no cost to the TPA of the requested records. Unless otherwise provided by law, copies of any and all Public Records are and shall remain the property of the TPA.

- G. All Public Records held by the AUDITOR must be retained for a period of five (5) years or such later date as may be provided by Florida's governmental Public Records retention schedules, whichever date shall be later in time.
- H. Upon completion of this Agreement or in the event of termination by either party, at the request of the TPA copies of any and all Public Records relating to the Agreement in the possession of the AUDITOR related to this Agreement shall be delivered by the AUDITOR to the TPA, at no cost to the TPA, within forty-five (45) days (unless the TPA advises the AUDITOR that it already has copies of those Public Records). Unless the TPA advises the AUDITOR that it already has copies of those Public Records, copies of all such records stored electronically by the AUDITOR shall be delivered to the TPA in a format that is compatible with the TPA's information technology systems. Once the Public Records have been delivered upon completion or termination of this Agreement, the AUDITOR may destroy any and all duplicate Public Records that are exempt or confidential and exempt, as defined by Florida or Federal law, from Public Records disclosure requirements, pursuant to law.
- I. Notwithstanding anything contained herein, the AUDITOR further agrees to:
 - 1. Keep and maintain public records that ordinarily and necessarily would be required by the TPA in order to perform the Services;
 - 2. Provide the public with access to public records on the same terms and conditions that the TPA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law;
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
 - 4. Meet all requirements for retaining public records and transfer, at no cost to the TPA, all public records in possession of the AUDITOR upon termination of the Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the TPA in a format that is compatible with the information technology system of the TPA, as determined by the TPA.

Section 119.0701(2)(a), Florida Statutes, Disclosure.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Custodian of Public Records: Nick Uhren
Mailing address: Palm Beach TPA, 301 Datura Street, West Palm Beach, Florida 33401
Telephone Number: 561.725.0800
E-mail: NUhren@PalmBeachTPA.org**

The name and address of the custodian of Public Records may be unilaterally changed from time to time by the TPA by affording to the AUDITOR notice as provided in Section 36 of this Agreement.

J. This Section 8. shall survive the termination of this Agreement.

Section 9. Access and Audits.

- A. The AUDITOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) non-calendar fiscal years after completion or termination of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, the AUDITOR shall maintain such records until notified by the TPA that the litigation or claims have been concluded and resolved. The AUDITOR shall maintain all records in Palm Beach County or such other location in the State of Florida approved by the TPA's Contract Representative in its sole discretion.
- B. The AUDITOR shall comply and cooperate with any audit, monitoring procedures, accounting process or other processes deemed appropriate by the TPA or FDOT, including but not limited to site visits and limited scope audits. FDOT, the State of Florida Chief Financial Officer, Comptroller or Auditor General, the USDOT, Federal Highway Administration (hereinafter referred to as "FHWA"), Federal Transit Administration (hereinafter referred to as "FTA") or their authorized employees and representatives, and any agency thereof, shall have access to and the AUDITOR shall make available its books, records, and documents related to the performance of this Agreement, for the purpose of inspection, audit or reproduction during normal business hours at the TPA's or the AUDITOR's place of business.

Section 10. Preparation of Documents, Certifications and Reports.

- A. Should the TPA be required by FDOT or an agency of the Federal or State government, including but not limited to the USDOT, or any agency thereof, to provide any certifications, documents or reports related to or produce as a result of this Agreement, the AUDITOR will promptly cooperate and assist the TPA with the preparation of such at no cost to the TPA or any agency of the Federal or State government.

Section 11. No Agency Relationship. Nothing contained in this Agreement or in any contract of the AUDITOR's shall create an agency relationship between the TPA and the AUDITOR. Neither party shall be deemed to have assumed any liability for the negligent, intentionally wrongful, or wrongful acts or omissions of the other party, or of its officers, employees, servants, or agents. In addition, nothing contained herein shall be construed as a waiver of sovereign immunity by either party or a waiver of the liability limits set forth in Section 768.28, F.S.

Section 12. FDOT Funded Project.

- A. This Agreement is funded in whole or in part with funds received from FDOT by the TPA. The expenditure of such funds is subject to the terms and conditions of any agreement between the TPA and FDOT providing funding for this Agreement. The AUDITOR shall not perform any act, fail to perform any act or refuse to comply with TPA requests which may cause the TPA to be in violation of any term or condition of its JPA with FDOT or cause FDOT or USDOT to refuse to approve a requisition or invoice for payment or reimbursement submitted by the TPA. The AUDITOR will immediately remedy any deficiency or violation found by the TPA upon notice of such from the TPA, or alternatively, and in addition to any other right to terminate this Agreement, the TPA may terminate this Agreement by providing written notice to the AUDITOR. In the event of termination, the AUDITOR will be paid by the TPA for services satisfactorily rendered through the effective date of termination; provided, that, no circumstance(s) exists which would limit or restrict the TPA's

obligation to pay, as set forth in this Agreement, including but not limited to those described in Section 7. The TPA's obligation to pay the AUDITOR is contingent upon the TPA's receipt of funds from the FDOT for the purposes of this Agreement.

- B. If any provision of this Agreement requires the AUDITOR to violate any federal, state or local law or regulation, the AUDITOR will at once notify the TPA in writing of the appropriate changes and modifications that are necessary to enable it to go forward with the Work in compliance with law.

Section 13. Termination. This Agreement may be terminated by the AUDITOR for cause upon thirty (30) days written notice to the TPA's representative. It may also be terminated by the TPA, in whole or in part, for cause, immediately upon written notice to the AUDITOR, and without cause and for the convenience of the TPA upon five (5) days written notice to the AUDITOR. Notwithstanding the forgoing or anything in this Agreement to the contrary, termination by the TPA shall not become effective until written notice of termination has actually been received by the AUDITOR at its address set forth in this Agreement or other address designated in writing by the AUDITOR in a notice to the TPA as set forth in Section 37 of this Agreement. The AUDITOR shall not be entitled to any anticipated lost profits on uncompleted Work or other damages because of the TPA's termination of this Agreement for convenience. The AUDITOR shall be paid for services rendered to the TPA's satisfaction through the date of termination except, if the AUDITOR is in default, the TPA shall have a right of set off against the amount that would otherwise be payable to the AUDITOR to compensate the TPA for any actual damages suffered because of the AUDITOR default(s). After receipt of a Termination Notice from the TPA, except as otherwise directed by the TPA, the AUDITOR shall:

- A. Stop work on the date and to the extent specified.
- B. Incur no further costs or place orders for materials, services, or facilities, except as may be necessary to complete that portion of the Work not terminated; provided, that the AUDITOR has obtained the TPA's agreement that such must be completed.
- C. Terminate and settle all orders and subcontracts relating to the performance of the terminated Work.
- D. Transfer all Work in process, completed Work, and other materials related to the terminated Work to the TPA.
- E. Continue and complete all parts of the Work that have not been terminated and prepare all necessary reports and documents required under the terms of this Agreement, up to the date of termination, as requested by the TPA's Contract Representative.

Section 14. Indemnification. The AUDITOR shall save, reimburse, defend, indemnify and hold the TPA, and their respective agents, employees, volunteers and elected officers harmless from and against claims, liability, expense, loss, cost, damages or causes of action of every kind or character, breach of warranty, breach of representation, and breach of contract, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of or related in any manner to the extent of the AUDITOR's active or passive negligent, reckless, intentional or wrongful performance of the terms of this Agreement or due to the active or passive negligent, reckless, intentional or wrongful or reckless acts, errors or omissions, of any kind or character, of the AUDITOR or any of its officers, agents, employees, subcontractors, suppliers, or volunteers.

Section 15. Indemnification of the TPA shall be provided for the AUDITOR's passive or active negligence

or wrongful, reckless or intentional acts or omissions, as well as that of its subcontractors, suppliers, or other individuals other than the TPA. The TPA shall notify the AUDITOR of any actual or prospective claim for which indemnification may be sought upon actual knowledge of that claim; provided, however that failure to give notice shall not relieve the AUDITOR of its obligations under this indemnification clause except to the extent that the AUDITOR is materially prejudiced by that failure. In the event that any third party claim is made, the AUDITOR shall have the right to undertake and control the defense of such action; provided, that the TPA may undertake and control that defense in the event of a material failure of the AUDITOR to undertake and control it, without prejudice to any right under this indemnification clause. This indemnification clause shall survive the termination of and term of this Agreement. The AUDITOR agrees to waive the ability to dispute claims or fees. The AUDITOR and the TPA both agree that this Agreement is not a construction agreement as provided in Section 725.06, F.S. This section shall survive the termination of this Agreement.

Section 16. **Claims/Damages.** The TPA and the AUDITOR each acknowledge the waiver of sovereign immunity for liability in tort contained in Section 768.28, F.S., the State of Florida's partial waiver of sovereign immunity, as waived or modified by the Florida Legislature, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or property damage caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The TPA and the AUDITOR agree to be responsible for all such claims, and damages, in tort, to the extent and limits provided in Section 768.28, F.S., as waived or modified by the Florida Legislature, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense that the parties may have under such statute, nor as consent to be sued by third parties. The AUDITOR agrees that neither the TPA nor FDOT shall be subject to any obligations or liabilities to any third-party AUDITOR, subcontractor or any other entity pertaining to any matter resulting from this Agreement. Notwithstanding the foregoing and to the extent permitted by law, AUDITOR agrees to indemnify and hold the TPA harmless from any claim, damage, loss, cost, charge or expense to the extent of any error, omission or negligent act of the AUDITOR, its officers, employees, and agents, in the performance of this Agreement, except that the AUDITOR shall not be responsible to the extent of any error, omission or negligent act of the TPA or its officers or employees during the performance of this Agreement. This section shall survive the termination of this Agreement.

Section 17. **Insurance.** It shall be the responsibility of the AUDITOR to provide evidence of the following minimum amounts of insurance coverage or legal liability protection:

- A. **Required Insurance Coverages.** Without waiving the right to Sovereign Immunity as provided by Section 768.28, F.S., and as a minimum, the AUDITOR and the TPA agree that the limits of insurance coverage which the AUDITOR is to procure and maintain through the term of this Agreement, on behalf of itself, will procure and maintain (or cause to be procured and maintained by any AUDITOR subcontractor) the following coverages:
 - 1. **Commercial General Liability.** During the term of this Agreement, the AUDITOR, on its behalf, shall maintain Commercial General Liability Insurance. Coverage shall include, as a minimum: (i) Premises Operations, (ii) Personal Injury Liability, (iii) Property Damage, (iv) Expanded Definition of Property Damage, (v) Products and Completed Operations, and (vi) Incidental Contractual Liability in both the primary and any umbrella policy coverage. The minimum limits acceptable shall be not less than \$1,000,000 Combined Single Limit for bodily injury or death of one or more persons, or property damage in aggregate, and naming the TPA as an "additional insured". The use of an excess/umbrella liability policy to achieve the limits

required by this paragraph will be acceptable as long as the terms and conditions of the excess/umbrella policy are no less restrictive than the underlying Commercial General Liability policy. No primary policy shall have a deductible of not more than \$10,000 without the written approval of the TPA, and the excess/umbrella policy shall provide insurance for any loss or damage over the maximum limits of the primary policy.

2. **Workers' Compensation and Employers Liability.** The AUDITOR shall maintain Workers' Compensation Insurance, employer's liability insurance and any other insurance as required by Florida Statutes. In addition, the AUDITOR must obtain Employers' Liability Insurance with limits of not less than: (i) \$500,000 Bodily Injury by Accident, and (ii) \$500,000 Bodily Injury by Disease, each employee adjusted periodically as may be required by law from time to time. The Workers' Compensation insurance shall extend to all employees of the AUDITOR and, if required by law, shall also extend to volunteers of the AUDITOR.
 3. **Business Automobile Liability.** During the term of this Agreement, the AUDITOR shall maintain Business Automobile Liability Insurance with coverage extending to all Owned, Non-Owned and Hired autos used by the AUDITOR in connection with its operations under this Agreement. The minimum limits acceptable shall be \$1,000,000 Combined Single Limit ("CSL"). The use of an excess/umbrella liability policy to achieve the limits required by this paragraph will be acceptable as long as the terms and conditions of the excess/umbrella policy are no less restrictive than the underlying Business Automobile Liability policy.
 4. **Professional Liability.** The AUDITOR shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$2,000,000 Each Claim. When a self-insured retention (SIR) or deductible exceeds \$30,000, the TPA reserves the right, but not the obligation, to review and request a copy of AUDITOR's most recent annual report or audited financial statement. For policies written on a "Claims Made" basis, the AUDITOR shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The insurance policy providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" basis, the policy must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Agreement, the AUDITOR shall purchase a SERP with a minimum reporting period not less than 3 years. The AUDITOR shall provide this coverage on a primary basis. If the insurance policy is a "claims made" type of coverage, the AUDITOR shall maintain the insurance for at least 780 days after the completion of all work under this Agreement.
- B. **Evidence of Insurance.** Prior to the AUDITOR receiving any Work pursuant to this Agreement, satisfactory evidence of the required insurance shall be provided to the TPA. Satisfactory evidence shall be either: (i) a copy of the declaration page certified by the insurer to the TPA designating the TPA as an "additional insured" as appropriate; or (ii) an insurance company certified copy of the actual insurance policy. The TPA, at its sole option, may from time to time request a certified (by the insurer) copy of any or all insurance policies required by this Agreement. The AUDITOR, in the manner provided in this Agreement for giving notice, shall forward to the TPA any of the instruments required hereunder within thirty (30) days of request by the TPA or, on not less than a yearly basis, not later than the effective date of any policy or policy renewal. If the AUDITOR does not furnish proof of insurance as set forth in this section within thirty (30) days of the receipt of a request therefore from the TPA or on not less than a yearly basis, or if the AUDITOR fails to at all or any times to maintain adequate insurance as required herein, the

TPA may, but shall not be obligated to obtain insurance to satisfy this Section 16. The declaration page or policy shall list the "Palm Beach MPO, d/b/a the Palm Beach TPA, its successors and assigns", as the named "additional insured." The AUDITOR's failure to provide evidence of coverage prior to the time the AUDITOR is to commence performance shall be grounds for the TPA's cancellation or termination of this Agreement. If the AUDITOR elects to self-insure during the term of this Agreement, it shall provide evidence thereof in a form deemed satisfactory to the TPA and have received the TPA's approval in writing thereof prior to terminating the AUDITOR's insurance coverage.

- C. When obtaining new insurance, the AUDITOR shall obtain evidence of insurance as set forth in Section 16. containing a statement that unequivocally provides that not less than thirty (30) days written notice to TPA will be given prior to cancellation or non-renewal of coverage thereunder. In the event the AUDITOR is unable to provide the proper evidence of insurance as provided in Section 16.B. above that satisfy the notice requirements of this paragraph, the TPA's Executive Director may, on a case by case basis and for good cause shown (e.g., the AUDITOR is unable to furnish proper evidence of insurance that complies in all respects with the notice requirements after diligently attempting to obtain such evidence), waive or vary these notice requirements, but the TPA Executive Director shall not be obligated to waive or vary these requirements.
- D. All insurance must be acceptable to and approved by TPA as to form, types of coverage, and acceptability of the insurers providing coverage.
- E. General Insurance Provisions.
 - 1. The AUDITOR, at its sole cost and expense, shall procure and at all times during the term of this Agreement, maintain the insurance specified in this Section 16. In addition, the AUDITOR shall ensure that their subcontractors, and any other AUDITORS in privity with the AUDITOR shall maintain the insurance coverages set forth below. Any attorneys' or paralegals' fees shall be in addition to the coverage or limits set forth herein.
 - 2. All insurance to be obtained will name the TPA, as its respective interests may appear, and will require the insurer to give written notice of any cancellation or change to be sent to the AUDITOR and the TPA at least thirty (30) days prior to cancellation, termination, or material change.
 - 3. Unless otherwise approved by the TPA, in its sole discretion, or in the case of professional liability coverage as permitted by this Agreement, all insurance shall be Occurrence Form, to the extent that such form of insurance is available on commercially reasonable terms, policies of insurance, shall not have a deductible of more than \$10,000 unless approved in writing by the TPA Contract Representative, shall be with an insurance company licensed by the State of Florida Insurance Commissioner, or said Commissioner's successor, to issue the policy presented, issued by a company having an A.M. Best's Rating Guide financial strength rating of A or better and a financial size category of VII or better. In the event that A.M. Best's Rating Guide is discontinued, the TPA and the AUDITOR shall amend this Agreement to provide a successor rating service and ratings, which in the TPA's reasonable judgment are similar to what is required by this Agreement. "Claims made" insurance shall not be acceptable insurance under this Agreement.
 - 4. The AUDITOR, and its general AUDITOR, any other AUDITORS in privity with either the AUDITOR shall be solely responsible for all deductibles and retentions contained in their respective policies.

5. The TPA will be included as an "Additional Insured" on the Commercial General Liability, any Umbrella Liability, and Business Automobile Liability policies. The AUDITOR's insurance policies will be primary over any and all insurance available to the TPA, whether purchased or not, and must be non-contributory.
 6. The terms and conditions of all policies may not be less restrictive than those contained in the most recent edition of the policy forms, as revised from time to time, issued by the Insurance Services Office (hereinafter referred to as "ISO") or the National Council on Compensation Insurance hereinafter referred to as ("NCCI"). If ISO or NCCI issues new policy forms during the policy term of the required insurance, the AUDITOR will not be required to comply with the new policy forms until the expiration date of the insurance policy affected by the change.
 7. The AUDITOR will ensure that each insurance policy obtained by it or by any subcontractor on the Work provides that the insurance company waives all right of recovery by way of subrogation against the TPA in connection with any damage covered by any policy.
- F. Premiums and renewals. The AUDITOR shall pay as the same become due all premiums for the insurance required by this Section 16, shall renew or replace each such policy and deliver to the TPA evidence of the payment of the full premium thereof prior to the expiration date of such policy.
- G. Adequacy of Insurance Coverage.
1. The adequacy of the insurance coverage required by this Section 16 may be reviewed periodically by the TPA in its reasonable discretion. The TPA may request a change in the insurance coverage, if it is commercially reasonable; provided, that such coverage is available at commercially reasonable rates.
 2. The AUDITOR has the right to contest the request for a change in insurance but must be commercially reasonable.
- H. TPA right to procure insurance. If the AUDITOR or its subcontractor refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required pursuant to this Agreement, the TPA, at its option, may but shall not be obligated to, procure or renew such insurance. Regardless of whether the TPA decides to obtain insurance, that shall not excuse the AUDITOR's responsibility for any loss, damages, or injury. In that event, all commercially reasonable amounts of money paid therefor by the TPA shall be treated as a right to suspend any payments under this Agreement to the AUDITOR, until the AUDITOR pays any insurance premiums due or paid for by the TPA. Such amounts shall be paid by the AUDITOR to the TPA within twenty (20) calendar days of written notice thereof.
- I. Waiver of Subrogation. A full waiver of subrogation shall be obtained from all insurance carriers. The AUDITOR shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against the TPA in connection with any damage covered by any policy.

Section 18. **Personnel.** The AUDITOR warrants that all professional services shall be performed by skilled and competent personnel to the highest professional standards in the field. As may be required by Florida law from time to time, said personnel shall be licensed by, and in good standing with, the State of Florida.

- A. The AUDITOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the TPA nor shall they be considered as joint employees or volunteers of the TPA.
- B. All of the services required hereunder shall be performed by the AUDITOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, licensed, authorized or permitted under state and local law to perform such services.

Section 19. Public Entity Crimes. In accordance with Sections 287.132 and 287.133, F. S., by entering into this Agreement or performing any work in furtherance hereof, AUDITOR certifies that it, its affiliates, suppliers, and subcontractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date of this Agreement.

Section 20. Discriminatory Vendor List. The AUDITOR hereby certifies that it has not been placed on Florida's Department of Management Services' Discriminatory Vendor List as provided under Section 287.134, F.S.

Section 21. Criminal History Records Check. The AUDITOR shall comply with the provisions of Palm Beach County Ordinance No. 2003-030, the Criminal History Records Check Ordinance (Ordinance), if the AUDITOR's employees or subcontractors are required under this Agreement to enter a critical facility as identified in Palm Beach County Resolution No. R-2003-1274. AUDITOR acknowledges and agrees that all employees and subcontractors who are to enter a critical facility will be subject to a fingerprint based criminal history records check. Although the TPA agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, AUDITOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with the Ordinance.

Section 22. E-Verify.

- A. The TPA has agreements with FDOT which require the TPA to agree and assure the FDOT that the U.S. Department of Homeland Security's E-Verify System (hereinafter referred to as "System") will be used to verify the employment eligibility of AUDITOR's employees and the employees of the AUDITOR's subcontractors, performing Work pursuant to this Agreement. In addition, effective January 1, 2021 Florida law requires that the E-Verify system be used by the AUDITOR. See Section 448.095(2), F.S. (2020). Accordingly, the AUDITOR agrees that it will utilize the System, in accordance with the law and the regulations applicable to the System, to verify the employment eligibility of its employees and that it will require any subcontractor used in the performance of the Work to verify the employment eligibility of its employees. The AUDITOR shall provide evidence that it and its subcontractors have so verified the employment eligibility of all employees to the TPA and FDOT on forms and in the manner required by the TPA.
- B. The AUDITOR acknowledges that the TPA has received and will seek funds from the FDOT, and that such funds may be used to pay AUDITOR for the services it provides under this Agreement. The AUDITOR further acknowledges that FDOT has advised recipients of FDOT funds that it will consider AUDITOR's employment of unauthorized aliens to be a material violation of the Immigration and Nationality Act and this Agreement. The AUDITOR affirms to the TPA that it will not employ unauthorized aliens or take any other act which may cause the TPA to be in violation of any term or condition of any agreement between the TPA and the FDOT.

Section 23. **Title VI – Nondiscrimination Policy Statement.** During the term and the performance of this Agreement, the AUDITOR agrees for itself, its assignees and successors in interest as follows:

- A. **Compliance with Regulations:** The AUDITOR shall comply with the nondiscrimination regulations applicable to federally assisted programs of the USDOT set forth at 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as "Regulations"). Said Regulations are hereby incorporated into and made a part of this Agreement by reference.
- B. **Nondiscrimination:** The AUDITOR, with regard to the work performed during this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The AUDITOR shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21, as it may be amended from time to time, of the Regulations, including employment practices if this Agreement covers a program set forth in Appendix B of the Regulations.
- C. **Solicitations for subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the AUDITOR, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the AUDITOR of the AUDITOR's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- D. **Information and Reports:** The AUDITOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by FDOT, Federal Highway Administration (hereinafter referred to as "FHWA"), FTA, Federal Aviation Administration (hereinafter referred to as "FAA"), and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the AUDITOR is in the exclusive possession of another who fails or refuses to furnish this information, the AUDITOR shall so certify to FDOT, FHWA, FTA, FAA, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of the AUDITOR's noncompliance with the nondiscrimination provisions of this Agreement, FDOT shall impose such contract sanctions as it or FHWA, FTA, FAA, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
 - 1. Withholding of payments to the AUDITOR until the AUDITOR complies; and/or
 - 2. Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. **Incorporation of Provisions:** The AUDITOR shall include the provisions of paragraphs A. through E. of this section in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, or directives issued pursuant thereto. The AUDITOR shall take such action with respect to any subcontract or procurement as FDOT, FHWA, FTA, FAA, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the AUDITOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the AUDITOR may request FDOT to enter into such litigation to protect the

interests of FDOT, and, in addition, the AUDITOR may request the United States to enter into such litigation to protect the interests of the United States.

- G. The AUDITOR does hereby represent and certify that it will comply with all the requirements imposed by Title VI of the Civil Rights Acts of 1964 and Title VII of the Civil Rights Act of 1968, as they have been and may be modified from time to time (42 U.S.C. 2000d, *et. seq.* and 3601 *et. seq.*), and all applicable implementing regulations of the USDOT and its agencies.
- H. The AUDITOR does hereby represent and certify that it will comply with all the requirements of the Americans with Disabilities Act (42. U.S.C. 12102, *et. seq.*) and all applicable implementing regulations of the USDOT and its agencies.
- I. The AUDITOR shall report all grievances or complaints pertaining to its actions and obligations under this Article to the TPA.

Section 24. **Conflict of Interest.**

- A. The AUDITOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Section 112.311 *et seq.* F.S. The AUDITOR further represents that no person having any such interest shall be employed to assist in the performance of this Agreement.
- B. The AUDITOR shall promptly notify the TPA's representative, in writing, by certified U.S. mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the AUDITOR's judgment, or the quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that the AUDITOR may undertake and advise the TPA as to whether the association, interest, or circumstance would constitute a conflict of interest if entered into by the AUDITOR. The TPA may notify the AUDITOR of its opinion as to whether a conflict exists under the circumstances identified by the AUDITOR. If, in the opinion of the TPA, the prospective business association, interest or circumstance would constitute a conflict of interest by the AUDITOR, then the AUDITOR shall immediately act to resolve or remedy the conflict. If the AUDITOR shall fail to do so, the TPA may terminate this Agreement for cause.
- C. The AUDITOR shall not enter into any contract, subcontract, or arrangement in connection with the Work (hereinafter referred to as "Project," "Scope," or "Scope of Services") or any property included or planned to be included in the Work, with any officer, director or employee of the TPA or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's director's or employee's spouse or child, or any combination of them, has a material interest.
- D. "Material Interest" means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of any business entity.
- E. The AUDITOR shall not enter into any contract or arrangement in connection with the Work or Project, with any person or entity that was represented before the TPA by any person, who at any time during the immediately preceding two (2) years, was an officer, director or employee of the TPA.

F. The AUDITOR agrees for itself and shall insert in all contracts entered into in connection with the Work or Project or any property included or planned to be included in the Work or Project, and shall require its AUDITORS to insert in each of their subcontracts, the following provision:

No Board member, officer, or employee of the TPA during his tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

G. As provided by 23 CFR §1.33 relating to conflicts of interest, the AUDITOR agrees that no official or employee of a State or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector or other person performing services for a State or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a State or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a State or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of the State highway department and of such other governmental instrumentality, and such officer, employee or person has not participated in such acquisition for and in behalf of the State. The State of Florida or the TPA may enforce the requirements of this section.

Section 25. Independent Auditor Relationship. The AUDITOR is and shall be, in the performance of the Work, services and activities under this Agreement, an Independent AUDITOR and not an employee, agent, or servant of the TPA. All persons engaged in any of the Work or services performed pursuant to this Agreement shall, at all times and in all places, be subject to the AUDITOR's sole direction, supervision, and control. The AUDITOR shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects, the AUDITOR's relationship and the relationship of its employees to the TPA shall be that of an Independent AUDITOR and not as employees or agents of the TPA. The AUDITOR does not have the power or authority to bind the TPA in any promise, agreement, or representation.

Section 26. Assignment. Neither this Agreement nor any interest herein shall be assigned, subcontracted, conveyed, transferred, or otherwise encumbered, in whole or in part, by the AUDITOR without the prior written consent of the TPA, which the TPA may deny for any reason. Likewise, subcontractors pursuant to this Agreement must also be approved by the TPA, subject to a right of denial for any reason. The parties agree that additional consideration incorporated into the payment schedule of this Agreement has been made for this provision.

Section 27. Contingent Fees. The AUDITOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the AUDITOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a *bona fide* employee working solely for the AUDITOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Section 28. Members of Congress. No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

- A. The AUDITOR agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the TPA, 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. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- B. If any funds other than federal appropriated funds have been paid to the AUDITOR for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Work, the AUDITOR shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions or provide notification to the TPA in any other manner the TPA may allow.
- C. The AUDITOR shall include the two (2) above-stated clauses modified to show the contractual relationship, in all subcontracts it enters into related to the Work.
- D. The AUDITOR may not expend any funds received under this Agreement for lobbying the Florida Legislature or any agency of the State.

Section 29. Application of Federal Requirements. This Agreement is funded, in part, by funds made available by the FTA. Additional terms and conditions are set forth in "Exhibit B" attached hereto and made applicable to the AUDITOR and a part of this Agreement by this reference. The AUDITOR shall perform the duties and obligations described in "Exhibit B" and shall complete the representations and provide any information required therein.

Section 30. Remedies. This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. No person or entity other than the AUDITOR or the TPA shall have any rights in this Agreement or any remedy against either the AUDITOR or the TPA for a violation of any of the terms and conditions set forth herein or pertaining in any way to the services to be rendered by the AUDITOR to the TPA hereunder.

Section 31. Enforcement Costs. Any costs or expenses, including reasonable attorney fees, associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties.

Section 32. No Waiver. No waiver of any provisions of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. Any such written waiver shall only be

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The foregoing individuals shall also be known in this Agreement as the agency's "Contract Representative."

- D. A notice or communication, under this Agreement, from one party to another party shall be sufficiently given or delivered if dispatched to the party's individual listed in Section 36.C. by hand delivery, or by nationally recognized overnight courier (*i.e.* Federal Express, United Parcel Services, *etc.*) providing receipts, or by U.S. certified mail, postage prepaid, return receipt requested.
- E. Notices; Addresses; Time. Either party may unilaterally change its addressee or address, by giving written notice thereof to the other party pursuant to this Section 36, but the change is not effective until the change notice is actually received by the other party.
- F. Notice given by certified mail, return receipt requested, properly addressed and with postage fully prepaid, is deemed given when deposited in the United States mails within the continental United States, if the notice is thereafter delivered in due course at the address to which properly sent. Notice given by overnight courier, service prepaid, properly addressed is deemed given when deposited with the courier within the continental United States, if the notice is thereafter delivered in due course at the address to which properly sent. Notice given by manual delivery is deemed given only when actually received by the recipient.
- G. Relay of Official Notices and Communications. If the AUDITOR or the TPA receives any notice from a governmental body or governmental officer that pertains to this Agreement or performance pursuant hereto, or receives any notice of litigation or threatened litigation affecting any of the aforementioned subjects, then the receiving party shall promptly send it (or a copy of it) to the other party to this Agreement.

Section 39. No Intended Third Party Beneficiaries. The parties acknowledge that this Agreement is not intended to be a third party beneficiary contract, either express or implied, and confers no rights on anyone other than the TPA and the AUDITOR, and FDOT and USDOT.

Section 40. Disadvantaged Business Enterprises (DBE) and Prompt Payment.

- A. This Agreement is subject to the requirements of 49 CFR Part 26. As required by 49 CFR 26.13, the AUDITOR will not discriminate on the basis of race, color, national origin, or sex in the performance of any USDOT- assisted contract or the requirements of 49 CFR Part 26. The AUDITOR shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the performance of this Agreement. The TPA's DBE Program, as required by 49 CFR Part 26 and approved by DOT is incorporated by reference into this Agreement. Implementation of this program is a legal obligation and the failure to carry out its terms shall be treated as a violation of this Agreement.
- B. Neither the AUDITOR nor any subcontractor it may use in the performance of this Agreement shall discriminate on the basis of race, color, national origin, or sex in the award of or the performance of this Agreement. The AUDITOR shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of this Agreement and the Work associated with this USDOT assisted contract. Failure by the AUDITOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such

other remedy or action as the TPA deems appropriate which may include but is not limited to:

1. Withholding monthly progress payments;
 2. Assessing sanctions;
 3. Liquidated damages, and/or
 4. Disqualifying AUDITOR from future contracts as non-responsible.
- C. AUDITOR shall include the statements set forth in paragraphs A. and B. above in each subcontract or subcontractor contract it lets.
- D. The AUDITOR is encouraged to seek disadvantaged business enterprises (DBEs) for participation in subcontracting opportunities. A contract goal of 10.65% has been established for this Agreement. The AUDITOR will comply with the tasks and proportionate dollar amounts throughout the term of this Agreement as it relates to the use of DBEs so that it maintains and meets this goal throughout the term of the Agreement. The provisions of this section apply to the AUDITOR's selection and use of subcontractors, including DBE subcontractors, to perform any part of this Agreement.
- E. The TPA has adopted FDOT's DBE Program, including but not limited to FDOT's Methodology for Determining DBE Goals and FDOT's Annual Goal of 10.65% for DBE participation in solicitations and award of contracts. This DBE Program, as adopted by TPA, is incorporated into and made a part of this Agreement. The AUDITOR acknowledges that it has reviewed and is familiar with the terms of the DBE Program. DBE participation towards overall and contract specific goals will be counted as provided in 49 CFR 26.55 and TPA's adopted DBE Program.
- F. The AUDITOR shall abide by the provisions of the TPA's adopted DBE Program, as it may be amended from time to time, and acknowledges that its failure to comply with said Program is a material breach which may result in the termination of this Agreement or such other sanctions or action deemed appropriate by the TPA under the circumstances, including but not limited to the sanctions identified in paragraph B. above.
- G. The AUDITOR understands that each DBE firm utilized in the performance of this Agreement must be certified by FDOT or other participant(s) in Florida's United Certification Program in order to be counted toward the DBE participation goal.
- H. The TPA reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement.
- I. The AUDITOR will only be permitted to replace a certified DBE subcontractor who is unwilling or unable to perform. If a subcontractor fails to perform or make progress as required by this Agreement and it is necessary to replace the subcontractor to complete the work in a timely fashion, the AUDITOR shall promptly do so, subject to acceptance of the new subcontractor by TPA. If a goal or preference points has been assigned to this Agreement, the AUDITOR shall make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on this Agreement with another certified DBE, to the extent needed to meet the contract goal. The AUDITOR shall notify the TPA immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation of such. The AUDITOR must obtain the TPA's representative's prior approval to substitute a DBE. The AUDITOR shall provide copies of new or amended subcontracts, or documentation of good faith efforts, as required by the TPA. If the AUDITOR fails or refuses to comply in the time specified, the TPA may issue an order stopping

all or part of the work and payments therefor until satisfactory action has been undertaken, terminate this Agreement for noncompliance/default, impose sanctions, or take other action deemed appropriate by the TPA under the circumstances.

- J. Prior to approval of a subcontractor by the TPA, the AUDITOR shall provide the TPA with a copy of the AUDITOR's proposed contract with any subcontractor and any other related documentation requested by TPA's representative.
- K. The AUDITOR agrees to maintain in Palm Beach County, Florida or such other location in Florida approved by the TPA's representative, all relevant records, documents of payments and information necessary to document payments to DBEs for at least five (5) years following the termination of this Agreement. In the event litigation is commenced involving or relating to a DBE, the AUDITOR agrees to maintain such records until the conclusion of all litigation and the expiration of any appeal periods. All such records and information shall be immediately made available for reproduction, examination or inspection upon the request of TPA's representative or any authorized representative of FDOT or the USDOT or any agency thereof. The AUDITOR agrees to require all of its DBE subcontractors to comply with the same records and information maintenance and availability requirements that it is subject to in this Agreement.
- L. The AUDITOR shall, on a monthly basis or such other period required by the TPA's representative, submit payment certification(s) for all payments it is seeking and certifications from all subcontractors indicating who has been paid and how much. Such certifications shall be made in the manner required and/or on a form(s) furnished by the TPA's representative. Said form(s) shall be signed by the AUDITOR, affirmed as true and accurate, and shall be subject to all statutory and legal requirements applicable to the submission of false statements. The AUDITOR will fully participate and cooperate with TPA, FDOT, USDOT or its agencies, and their authorized representatives, regarding any monitoring process it establishes pertaining to the use and review of all subcontractors, including all interim and final audits of payments to subcontractors. Audits may be conducted to review payments to DBE subcontractors to ensure that the actual amount paid to DBEs equals or exceeds the dollar amounts of the Work the AUDITOR represented would be subcontracted to or performed by DBEs, or for which DBEs would be utilized.
- M. Prior to receiving any progress payment due under this Agreement, the AUDITOR shall certify in writing in a form acceptable to the TPA that it has disbursed to all subcontractors and suppliers, having an interest in the Agreement or performing work or providing materials or supplies used by the AUDITOR in its performance of the Work, their pro-rata share(s) of the payment received by the AUDITOR from previous progress payments for all work completed and materials furnished in the previous period, less any retainage withheld by the AUDITOR pursuant to an agreement with a subcontractor for payment, as approved by the TPA and FDOT, and as deemed appropriate by TPA. The AUDITOR shall return all retainage payments withheld by the AUDITOR within thirty (30) days after each subcontractor's work has been satisfactorily completed. The AUDITOR shall not be entitled to any progress payment before certification, unless the AUDITOR demonstrates good cause for not making any such required payment and furnishes written notification of such good cause, acceptable to the TPA, to both the TPA and the affected subcontractors and suppliers.
- N. Within thirty (30) days of the AUDITOR's receipt of any payment(s) received under this Agreement and any final progress payment received thereafter, the AUDITOR shall pay all subcontractors and suppliers having an interest in the Agreement or performing work or providing materials or supplies used by the AUDITOR in its performance of the Work, their *pro-rata* share(s) of the payment(s), unless the AUDITOR demonstrates good cause, acceptable to the

TPA, for not making any required payment(s) and furnishes written notification to the TPA and the affected subcontractors and suppliers within said thirty (30) day period.

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

Section 41. Truth in Negotiations Certificate. Signature of this Agreement by the AUDITOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged by the AUDITOR's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the TPA determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside AUDITORS. The TPA shall exercise its rights under this section within three (3) years following final payment.

Section 42. Federal and State Taxes. The TPA is exempt from payment of the Florida State Sales and Use Taxes. The TPA may sign or have cause to have signed an exemption certificate submitted by the AUDITOR. The AUDITOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the TPA, nor is the AUDITOR authorized to use the TPA's Tax Exemption Number in securing such materials. The AUDITOR shall be responsible for payment of its own and its share of its employee's payroll, payroll taxes, and benefits with respect to this Agreement.

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

Section 43. Successor and Assigns. The AUDITOR each binds itself and its partners, successors, executors, administrators and assigns to the TPA and other parties and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. The AUDITOR shall not assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the TPA, which the TPA may deny for any reason.

Section 44. Excusable Delays. The AUDITOR shall not be considered in default by reason of any failure in performance if its failure arises out of causes reasonably beyond the control of the AUDITOR and without its fault or negligence. Such causes are limited to, acts of God, force majeure, natural or public health emergencies, freight embargoes, and abnormally severe and unusual weather conditions.

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

Section 45. Arrears. The AUDITOR shall not pledge the TPA's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The AUDITOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

Section 42. Florida Law Prevails; Venue

- A. This Agreement shall be governed by the laws of the State of Florida. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity or becomes unenforceable because of judicial construction, the remaining terms, covenants and conditions of this Agreement, or application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- B. Venue for any disputes arising out of this Agreement and for any actions involving the enforcement or interpretation of this Agreement will be in the State courts of the 15th Judicial Circuit of Palm Beach County, Florida, or the U.S. District Court, Southern District of Florida.

Section 46. Miscellaneous provisions.

- A. Inspection, Review, Approval, and Audit. It is understood and agreed that all rights of the USDOT relating to inspection, review, approval, and audit of the work, tracings, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America and the State of Florida. Pursuant to Section 20.055(5), F.S., it is the duty of every state officer, employee, agency, special district, board, commission, AUDITOR, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. The AUDITOR understands and will comply with this subsection.
- B. Federal Participation. It is understood and agreed that, in order to permit federal participation in the expenditure of PL Funds, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of FHWA or as otherwise provided for in this article.
- C. The TPA, in accordance with Title VI of the Civil Rights Act of 1964, 42 USC 2000d et seq., and 49 CFR Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notices all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- D. Solicitations for subcontracts, including procurement of materials and equipment. In all solicitations made by competitive bidding or negotiation by the TPA for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by the AUDITOR of obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, disability, religion, sex, or national origin.
- E. The AUDITOR shall provide to the TPA its Federal Tax ID Number within thirty (30) days of the effective date of this Agreement.

The Remainder of this Page is Intentionally Left Blank

IN WITNESS WHEREOF, the Palm Beach Transportation Planning Agency and the AUDITOR have hereunto set their hands to this Agreement on this 26TH day of FEBRUARY, 2021

AUDITOR:

TPA:

KEEFE, McCULLOUGH & CO., LLP,
A Florida Limited Liability Partnership

Palm Beach MPO, d/b/a
Palm Beach Transportation
Planning Agency

By: William Benson CPA
Title: William G. Benson, Authorized
General Partner

By: Nick Uhren
Nick Uhren, Executive Director

Date: FEBRUARY 26 2021

Date: February 26, 2021

ATTEST FOR [AUDITOR name]:

Stephen Emery CPA

Print Name: Stephen Emery CPA

ATTEST FOR TPA:

Margarita Pierce

Margarita Pierce, TPA Executive Administrator

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Paul R. Gougelman, Esq.
Paul R. Gougelman, Esq.
TPA General Counsel

Exhibit A
SCOPE OF SERVICES

The Auditor shall provide an annual Single Audit of the TPA's financial reporting and internal financial controls within 9 months after the close of a fiscal year. The first audit year shall be Fiscal Year 2020 (commencing October 1, 2019 and concluding June 30, 2020) and must be completed prior to the Federal Audit Clearinghouse filing date for Fiscal Year 2020. All subsequent audit years shall address a fiscal year of July 1 through June 30.

Each Audit shall include but not be limited to the following:

1. Review of the TPA's Financial Statements to ensure they are presented fairly and accurately; in accordance with Federal Cost Principles.
2. Review the TPA's internal controls and provide a report of the adequacy of the system with any recommendations.
3. Review the activities of the TPA for compliance with any special government regulations and/or laws that apply to the specific federal funding.
4. Provide an Auditor's Report certifying the financial reports and statements and prepared for inclusion in the Comprehensive Annual Financial Report.
5. Present the Auditor's report to the TPA Governing Board as deemed necessary by the TPA.

Each audit must be performed in accordance with the following standards and publications, as amended:

- Generally Accepted Auditing Standards (GAAS)
- Government Auditing Standards issued by the U.S. General Accounting Office (GAO) GAO-18-568G
- Pronouncements issued by the Government Accounting Standards Board
- Provisions of the Federal Single Audit Act of 1996
- Office of Management and Budget (OMB) Circular A-133
- Office of Management and Budget (OMB) 2 CFR Chapter I, Chapter II, Part 200, et al.
- The Rules of the Auditor General, State of Florida, Chapter 10.550, 10.650
- Sections 218.39 and 215.97, Florida Statutes, and other Florida Statutes, as applicable
- 49 CFR 18.26
- Applicable sections of the Florida Department of Financial Services Reference Guide for State Expenditures.
- Chapter 3 of the Metropolitan Planning Organization (MPO) Program Management Handbook, published by FDOT

Exhibit B

FEDERAL TRANSIT ADMINISTRATION REQUIRED CONTRACT CLAUSES

A. No Government Obligation to Third Parties. AUDITOR agrees, absent express written consent of the Federal Government, that the Federal Government is not a party to the contract and shall not be subject to any obligations or liabilities to any third party AUDITOR, or any sub-recipient, or any other party pertaining to any matter resulting from this contract or purchase order. AUDITOR agrees to include a similar provision in each subcontract financed in whole or in part with federal assistance provided by the Federal Transit Administration (FTA).

B. Program Fraud and False or Fraudulent Statements. AUDITOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, *et seq.*, and U.S. Department of Transportation (U.S. DOT) regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with this Agreement. Upon execution of this Agreement, AUDITOR certifies and affirms the truthfulness and accuracy of any statement it has made, causes to be made, makes, or may make pertaining to the Agreement or the underlying FTA assisted project for which this Agreement or Work Order is being performed. In addition to other penalties that may apply, AUDITOR acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on it to the extent the Federal Government may deem appropriate. AUDITOR also acknowledges that if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with federal assistance authorized for 49 USC §5307, the Federal Government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n) (1), to the extent the Federal Government deems appropriate. AUDITOR agrees to include the above stated provisions in each subcontract financed in whole or in part with federal assistance provided by the FTA. AUDITOR shall not modify the above stated provisions except to identify the subcontractor who will be subject to the provision.

C. Federal Changes. AUDITOR shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, as they may be promulgated or amended from time to time during the term of this contract. AUDITOR's failure to so comply shall constitute a material breach of this Agreement. AUDITOR agrees to include the above stated provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.

D. Incorporation of FTA Terms. This Agreement shall be deemed to include and does hereby incorporate by reference all standard terms and conditions required by the U.S. DOT and FTA, regardless of whether expressly set forth in this Agreement and include, but are not limited to, all of the duties, obligations, terms and conditions applicable to the Work as described in FTA Circular 4220.1F, and applicable federal law. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with any other provisions contained in this Agreement. AUDITOR shall not perform any act, fail to perform any act, or refuse to comply with any requirement which would cause the TPA to be in violation of its JPA or any FTA

terms and conditions applicable to this Project. AUDITOR agrees to include the above stated provision in each subcontract financed in whole or in part with FTA assisted funding.

E. Civil Rights. The following requirements apply to this Agreement:

1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC §6102, section 202 of the Americans with Disabilities Act of 1990, as amended, 42 USC §12132, and Federal transit law at 49 USC §5332, as each may be amended from time to time, AUDITOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, AUDITOR agrees to comply with all applicable federal implementing regulations and any other implementing requirements FTA may issue.

2. Equal Employment Opportunity:

(a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e, and Federal transit laws at 49 USC §5332, AUDITOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60, *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC §2000e note), and with any other applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. AUDITOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

In addition, AUDITOR agrees to comply with any implementing requirements FTA may issue.

(b) Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §623 and federal transit law at 49 USC §5332, AUDITOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, AUDITOR agrees to comply with any implementing requirements FTA may issue.

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

3. AUDITOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only to identify the affected parties.

F. Disadvantaged Business Enterprises (DBE). See Section 39 of the Agreement.

G. Government-wide Debarment and Suspension. If this Agreement has a value of \$25,000 or more, this procurement is a covered transaction for purposes of 49 CFR Part 29. As such, AUDITOR is required to verify that neither it nor its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945 and does so hereby certify. AUDITOR agrees to comply with and does hereby assure and certify the compliance of each third-party AUDITOR and sub-recipient at any tier, with 49 CFR 29, Subpart C, while its proposal, offer or bid is pending and throughout the period that any agreement arising out of such offer, proposal or bid is in effect. AUDITOR further agrees to include a provision requiring such compliance in its subcontracts or any lower tier covered transaction it enters into.

H. Clean Air. The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year. AUDITOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401, et seq. AUDITOR agrees to report each violation to the TPA and agrees that the TPA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office. AUDITOR further agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

I. Clean Water. If this Agreement is valued at \$100,000 or more, AUDITOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. AUDITOR agrees to report each violation to the TPA and agrees that the TPA will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office. AUDITOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

J. Energy Conservation. AUDITOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

K. Seat Belts. AUDITOR is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate AUDITOR-owned, rented or

personally operated vehicles, to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging, and to address each in every sub-agreement it enters into related to this Agreement. Specifically, AUDITOR is encouraged to comply with: (a) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note; (b) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (c) U.S. DOT provisions pertaining to Distracted Driving as set forth in said orders.

TPA RESOLUTION 2023-12

A RESOLUTION APPROVING AMENDMENT 5 TO THE FISCAL YEAR (FY) 2023-2027 TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

WHEREAS, the Palm Beach Metropolitan Planning Organization (MPO) doing business as the Palm Beach Transportation Planning Agency (TPA), is the designated and duly constituted body responsible for the urban transportation planning process for Palm Beach County; and

WHEREAS, both 23 U.S.C. §134(j) and 23 CFR §450.326 mandate that the TPA develop and update a TIP at least every 4 years that reflects the investment priorities of the TPA's adopted Long Range Transportation Plan and covers a period of no less than 4 years; and

WHEREAS, the TPA's FY 23-27 TIP is a staged program encompassing a five-year period and including all regionally significant transportation improvements to all modes of travel in Palm Beach County as well as locally funded transportation improvement projects; and

WHEREAS, the TIP identifies projects for maintaining and improving the transportation system funded by federal, state and local sources in order to assist local governments with their transportation planning efforts; and

WHEREAS, the Florida Department of Transportation (FDOT) has requested approval of an amendment to add funding to cover cost increases of the Earman River bridge (#4428911) as shown in Exhibit A attached.

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

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

SECTION 2. The TPA Governing Board hereby approves Amendment 2 to the FY 23-27 Transportation Improvement Program, attached hereto as "Exhibit A" and by this reference incorporated herein, and authorizes its Executive Director to execute any and all corresponding documents to memorialize this approval. This amendment does not affect or re-adopt any other provision of the TIP.

SECTION 3. This Resolution shall take effect upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____, and upon being put to a vote, the motion passed. The Chair thereupon declared the Resolution duly adopted this ____ day of _____ 2023.

PALM BEACH METROPOLITAN PLANNING ORGANIZATION,
d/b/a PALM BEACH TRANSPORTATION PLANNING AGENCY

By: _____
Mayor Chelsea S. Reed, as its Chair

ATTEST:

Valerie Neilson, TPA Executive Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Paul R. Gougelman, TPA General Counsel



PALM BEACH
Transportation
Planning Agency

TRANSPORTATION IMPROVEMENT PROGRAM

FY 2023-2027

Adopted June 16, 2022

Last amended April 20, 2023

Amendment #5: FDOT Request to
modify 1 project.
Scheduled for adoption June 15, 2023.

Funding sources in the project amendments

Funding Code	Description	Source
SA	Surface Transportation - Any Area	Federal
ACBR	Advanced Construction National Bridge Funds	State (eligible for future federal reimbursement)
DDR	District Dedicated Revenue	State
GFBR	General Funds - Bridge Repair	State
DIH	State In-House Product Support	State
DS	State Primary Highways and Public Transportation Office (PTO)	State
LF	Local Funds	Local

Phase	Fund Source	2023	2024	2025	2026	2027	Total
EXISTING TIP							
US-1 OVER EARMAN RIVER BRIDGE - Proj# 4428911					Length: 0.228 MI		*Non-SIS*
Type of Work: BRIDGE REPLACEMENT					Lead Agency: FDOT		
Description: Replacement of existing bridge, including sidewalks					LRTP#: Pages 141-142		
ROW	ACBR	449,601	386,730	0	0	0	836,331
ROW	DDR	3,515	7,885	0	0	0	11,400
CST	ACBR	2,480,405	0	0	0	0	2,480,405
ENV	ACBR	9,750	0	0	0	0	9,750
CST	LF	132,980	0	0	0	0	132,980
CST	GFBR	7,300,300	0	0	0	0	7,300,300
ROW	DIH	10,000	0	0	0	0	10,000
PE	ACBR	8,317	0	0	0	0	8,317
CST	SA	52,020	0	0	0	0	52,020
Total		10,446,888	394,615	0	0	0	10,841,503

PROPOSED TIP

US-1 OVER EARMAN RIVER BRIDGE - Proj# 4428911					Length: 0.175 MI		*Non-SIS*
Type of Work: BRIDGE REPLACEMENT					Lead Agency: FDOT		
Description: Replacement of existing bridge, including sidewalks.					LRTP#: Page 158		
Notes: Bridge #930003							
ROW	ACBR	354,699	386,730	0	0	0	741,429
RRU	DDR	1,771,267	0	0	0	0	1,771,267
RRU	DS	1,588,733	0	0	0	0	1,588,733
RRU	ACBR	162,663	0	0	0	0	162,663
ROW	DDR	21,620	7,885	0	0	0	29,505
ROW	DIH	42,000	0	0	0	0	42,000
PE	ACBR	68,682	0	0	0	0	68,682
ENV	DS	250	0	0	0	0	250
ROW	GFBR	2,878,900	0	0	0	0	2,878,900
CST	ACBR	0	6,089,436	0	0	0	6,089,436
CST	LF	0	171,281	0	0	0	171,281
CST	GFBR	0	7,504,708	0	0	0	7,504,708
CST	SA	0	53,477	0	0	0	53,477
Total		6,888,814	14,213,517	0	0	0	21,102,331
<i>Prior Years Cost</i>		<i>3,630,593</i>	<i>Future Years Cost</i>		<i>Total Project Cost</i>		<i>24,732,924</i>



Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.
SECRETARY

May 9, 2023

Valerie Neilson
Executive Director
Palm Beach Transportation Planning Agency
301 Datura Street
West Palm Beach, FL 33401

**SUBJECT: Palm Beach Transportation Planning Agency
TIP Amendment Request FY 2022/23 – 2026/27
442891-1 SR-5/US-1 OVER EARMAN RIVER (C-17) BRIDGE 930003**

Dear Ms. Neilson:

Pursuant to *Part IV – Chapter 5: Statewide and Local Transportation Improvement Programs (STIP and TIP) of the Work Program Instructions*, the Florida Department of Transportation (FDOT) requests your processing and approval of the attached amendment to the FY 2022/23 – 2026/27 Transportation Improvement Program. This amendment is required because the project cost has increased by more than 20% AND \$2 million and needs to be reflected in the TIP. The reasons for the project cost increase are as follows:

- Recent increase in unit prices.
- Bridge design using special materials which currently have little or no good historical prices for estimating.
- Additional scope increases from request made by the permitting agency (South Florida Water Management District-SFWMD) and Village of North Palm Beach.
 - As a permit condition SFWMD requested the dredging of C-17 Canal to the ultimate cross section that will dramatically improve flood control in Palm County. This also resulted in the need for additional rip-wrap.
 - Also, the Village of North Palm Beach requested FDOT to temporarily modify the Signing and Pavement Markings for the SB approach to Anchorage Drive South after the Hybrid Meeting held in March 2022.
Additional quantities were needed to remove this temporary condition for the final plans.

This Transportation Improvement Program Amendment should be consistent with the Adopted Long-Range Transportation Plan. The adopted TIP remains financially constrained. The TIP amendment is as follows (changes are underlined in the proposed table):

EXISTING	FM#	Project Title		Type of Work		Project Length
	442891-1	SR-5/US-1 OVER EARMAN RIVER (C-17) BRIDGE 930003		BRIDGE REPLACEMENT		0.228 MI
	Phase	Fund	FY 2023	FY 2024	FY 2025	FY 2026
	PE	ACBR	8,317	0	0	0
	ROW	ACBR	449,601	386,730	0	0
	ROW	DDR	3,515	7,885	0	0
	ROW	DIH	10,000	0	0	0
	ENV	ACBR	9,750	0	0	0
	CST	ACBR	2,480,405	0	0	0
	CST	LF	132,980	0	0	0
	CST	GFBR	7,300,300	0	0	0
	CST	SA	52,020	0	0	0
	TOTAL		10,446,888	394,615	0	0

PROPOSED	FM#	Project Title		Type of Work		Project Length
	442891-1	SR-5/US-1 OVER EARMAN RIVER (C-17) BRIDGE 930003		BRIDGE REPLACEMENT		<u>0.175 MI</u>
	Phase	Fund	FY 2023	FY 2024	FY 2025	FY 2026
	PE	ACBR	<u>68,682</u>	0	0	0
	ROW	ACBR	<u>354,699</u>	386,730	0	0
	ROW	DDR	<u>21,620</u>	7,885	0	0
	ROW	DIH	<u>42,000</u>	0	0	0
	ROW	GFBR	<u>2,878,900</u>	0	0	0
	<u>RRU</u>	<u>ACBR</u>	<u>162,663</u>	0	0	0
	<u>RRU</u>	<u>DDR</u>	<u>1,771,267</u>	0	0	0
	<u>RRU</u>	<u>DS</u>	<u>1,588,733</u>	0	0	0
	ENV	<u>DS</u>	<u>250</u>	0	0	0
	CST	ACBR	<u>0</u>	<u>6,089,436</u>	0	0
	CST	GFBR	<u>0</u>	<u>7,504,708</u>	0	0
	CST	LF	<u>0</u>	<u>171,281</u>	0	0
	CST	SA	<u>0</u>	<u>53,477</u>	0	0
	TOTAL		<u>6,888,814</u>	<u>14,213,517</u>	0	0

If you have any questions or need additional information, please contact Marsha Taylor-Long at (954) 777-4401.

Sincerely,

DocuSigned by:
Marsha Taylor
C4960F17BB38437...

Marsha Taylor-Long
Planning Specialist
District Four

The above TIP amendment was authorized to be included in the FY 2022/23-2026/27 Transportation Improvement Program.

MPO Chairman or Designee

Date

Signature

TPA RESOLUTION 2023-13

A RESOLUTION APPROVING THE FISCAL YEAR (FY) 2024-2028 TRANSPORTATION IMPROVEMENT PROGRAM (TIP) AND AUTHORIZING THE TPA'S EXECUTIVE DIRECTOR TO APPROVE ADMINISTRATIVE TIP AMENDMENTS AND MODIFICATIONS

WHEREAS, the Palm Beach Metropolitan Planning Organization (MPO) doing business as the Palm Beach Transportation Planning Agency (TPA), is the designated and duly constituted body responsible for the urban transportation planning process for Palm Beach County; and

WHEREAS, both 23 U.S.C. §134(j) and 23 CFR §450.326 mandate that the TPA develop and update a TIP at least every 4 years that reflects the investment priorities of the TPA's adopted Long Range Transportation Plan and covers a period of no less than 4 years; and

WHEREAS, s. 339.175(8), Fl. Stat., mandates that the TPA develop and annually update a TIP that considers Florida's prevailing principles (preserve infrastructure, enhance economic competitiveness, and improve travel choices), is consistent with local comprehensive plans to the maximum extent feasible, and covers a period of no less than 5 years; and

WHEREAS, the TPA's FY 24-28 TIP is a staged program encompassing a five-year period and including all regionally significant transportation improvements to all modes of travel in Palm Beach County as well as locally funded transportation improvement projects; and

WHEREAS, the TIP is developed through a continuing, cooperative, comprehensive and coordinated effort involving the Florida Department of Transportation (FDOT), the Palm Beach County Board of County Commissioners, the Port of Palm Beach, the South Florida Regional Transportation Authority (SFRTA), and municipalities within the County; and

WHEREAS, the TIP identifies projects for maintaining and improving the transportation system funded by federal, state and local sources in order to assist local governments with their transportation planning efforts; and

WHEREAS, the TIP is based on and reflects FDOT's Fiscal Year (FY) 24-28 Work Program for Palm Beach County and the planned transportation capital and operating expenditures of transit agencies and local governments within Palm Beach County, and generally moves forward the projects in the time frame from previous TIPs; and

WHEREAS, there is a three (3) month gap (July 1 to September 30) between the start of the State fiscal year (July 1) and the start of the Federal fiscal year (October 1) during which the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) still regard the old State Transportation Improvement Program (STIP) and TIPs as being in effect; and

WHEREAS, during the TIP cycle, locally funded projects may require modifications to remain consistent with local decisions; and

WHEREAS, the document narrative may require additional modifications to address federal and/or state agency review comments.

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

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

SECTION 2. The TPA Governing Board hereby:

- a. Approves the FY 24-28 Transportation Improvement Program, attached hereto as “Exhibit A” and by this reference incorporated herein; and
- b. Authorizes the TPA Executive Director to:
 1. Approve administrative amendments to the FY 23-27 TIP during the three (3) month gap between July 1 and September 30, when FHWA and FTA still recognize the FY 23-27 TIP as being effect, so long as the project amendment is exactly as it appears in the FY 24-28 TIP;
 2. Approve administrative modifications (add/modify/delete) to locally funded projects in the FY 24-28 TIP to remain consistent with local decisions; and
 3. Approve administrative modifications to the document narrative in the FY 24-28 TIP to address errata and/or agency review comments.

SECTION 3. This Resolution shall take effect upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____, and upon being put to a vote, the motion passed. The Chair thereupon declared the Resolution duly adopted this 15th day of June 2023.

PALM BEACH METROPOLITAN PLANNING ORGANIZATION,
d/b/a PALM BEACH TRANSPORTATION PLANNING AGENCY

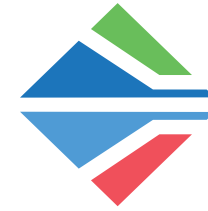
By: _____
Mayor Chelsea S. Reed, as its Chair

ATTEST:

Valerie Neilson, Executive Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Paul R. Gougelman, TPA General Counsel



PALM BEACH
Transportation
Planning Agency

TRANSPORTATION IMPROVEMENT PROGRAM

FY 2024-2028 EXECUTIVE SUMMARY

Final Draft- May 2023
Scheduled for Adoption June 15, 2023

Full TIP available at
PalmBeachTPA.org/TIP

DRAFT



TRANSPORTATION IMPROVEMENT PROGRAM

FY 2024-2028

This Transportation Improvement Program was developed consistent with federal and state requirements. State and federally funded projects were approved by the Palm Beach TPA on _____, 2023.

TPA Chair Chelsea Reed, City of Palm Beach Gardens

The preparation of this report was financed in part through grants from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation; the Florida Department of Transportation; and participating local governments. The contents of this report do not necessarily reflect the official views or policy of the U. S. Department of Transportation.

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**FY 2024 – 2028
TRANSPORTATION IMPROVEMENT PROGRAM
PALM BEACH TPA**

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EXECUTIVE SUMMARY

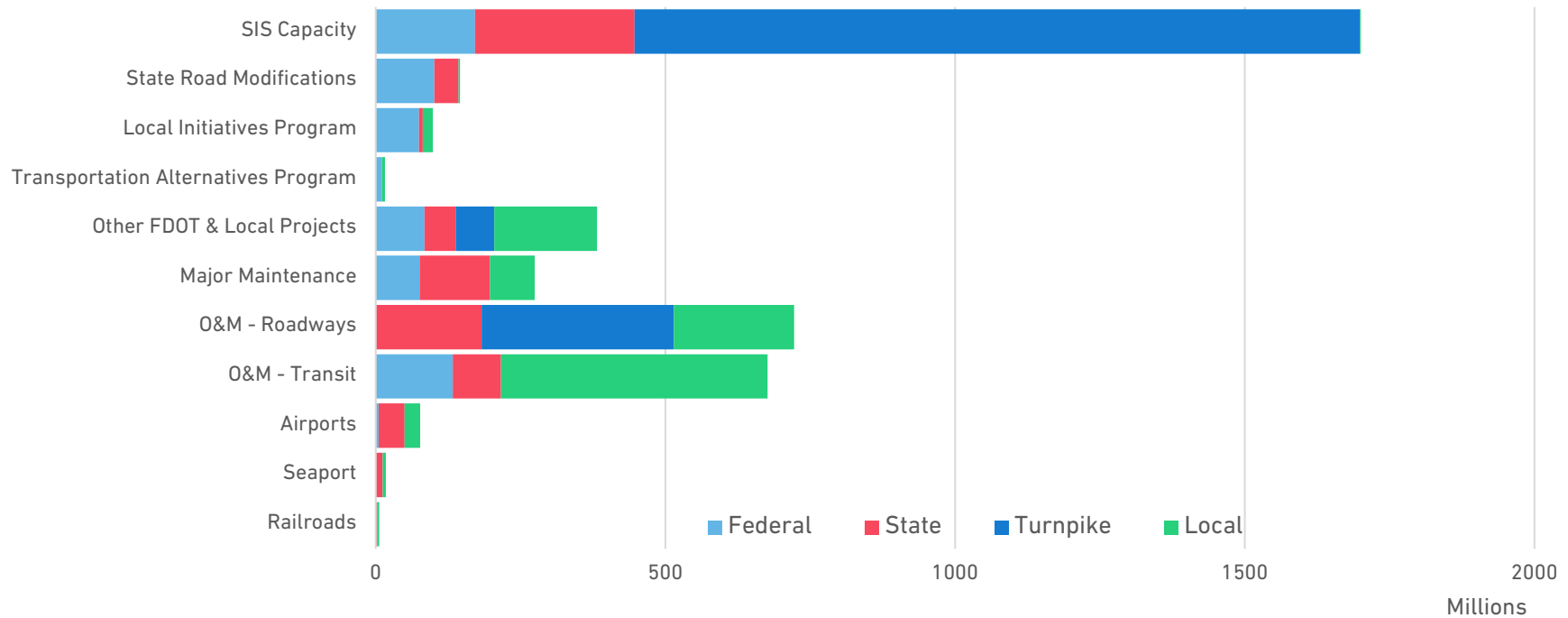
The Transportation Improvement Program (TIP) is the five-year funding program for transportation projects covering all modes of travel in Palm Beach County. The TIP is developed through a continuous, cooperative and comprehensive effort involving the Florida Department of Transportation (FDOT), the Board of County Commissioners, the Port of Palm Beach and municipalities within the County. The TIP was developed in cooperation with the public transit operators such as South Florida Regional Transportation Authority (SFRTA) and Palm Tran. Consultation is also carried out with the Miami-Dade TPO, the Broward MPO, the Martin County MPO, and the St. Lucie TPO during the TIP process. The document complies with the requirements set forth in Section 134 of Title 23, USC and 23 CFR 450.324.

The TIP identifies transportation improvements funded by federal, state and local sources. The TIP incorporates FDOT's Fiscal Year (FY) 24-28 Work Program along with local capital improvement plans and operating budgets, and generally moves forward the projects in the timeframe from previous TIPs. Please note that the identified projects may experience changes in scope or costs and the TIP may be amended or modified throughout the year.

To provide continuity and ease of use, the projects in the TIP have been categorized by section, as shown in the graph and table below.

Project Section	# of Projects	Funding	% of Total Funds
SIS Capacity	34	1,700,172,981	41.32%
State Road Modifications	30	145,474,960	3.54%
Local Initiatives Program	22	98,550,178	2.39%
Transportation Alternatives Program	12	16,029,518	0.39%
Other FDOT & Local Projects	102	382,030,082	9.28%
Major Maintenance	73	274,185,769	6.66%
O&M - Roadways	101	722,104,942	17.55%
O&M - Transit	14	676,436,633	16.44%
Airports	33	76,534,808	1.86%
Seaport	2	17,530,166	0.43%
Railroads	3	6,070,200	0.15%
TOTAL TIP FY 2024-2028	426	4,115,120,237	100%

PROJECT SECTIONS BY FUNDING SOURCE



Time Frame

This document includes a five-year implementation schedule for Fiscal Year 2024 through Fiscal Year 2028 following the federal fiscal calendar beginning October 1st and ending September 30th (i.e. Fiscal Year 2024 addresses the dates of October 1, 2023 to September 30, 2024). Projects utilizing state funds are based on a fiscal year beginning July 1st and ending June 30th.

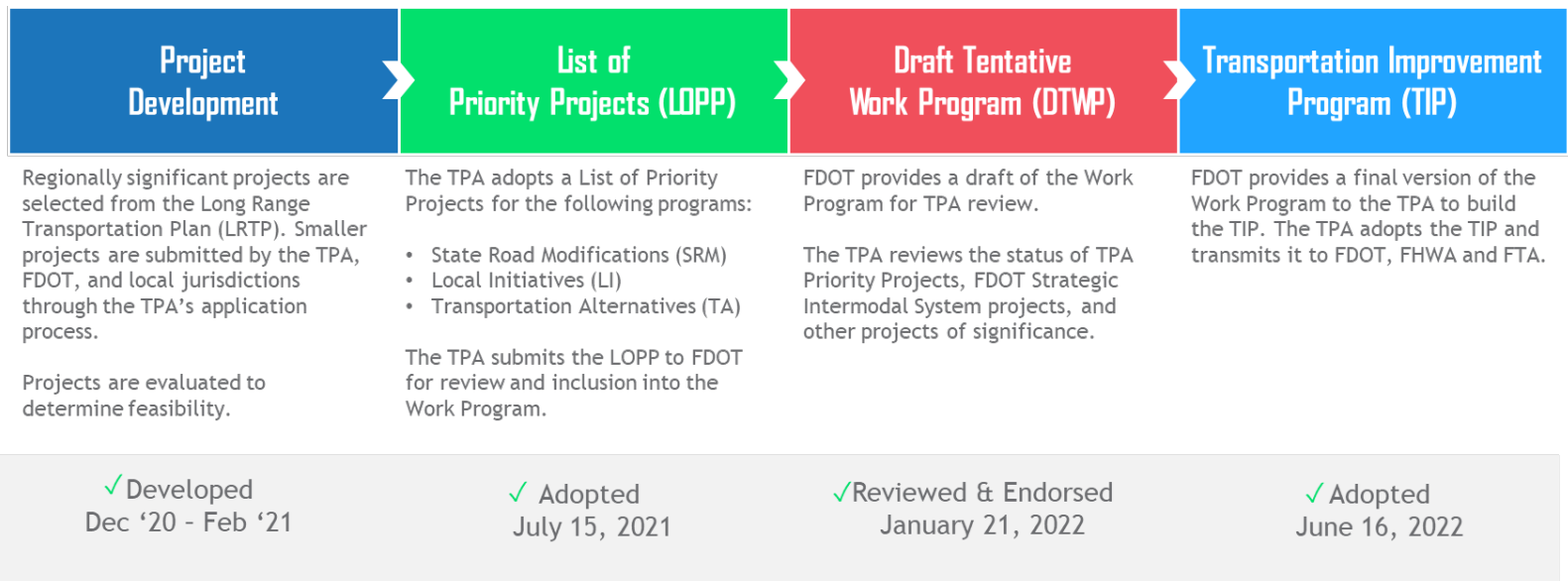
Certification Review

The Palm Beach TPA undergoes a certification review process annually with FDOT and a quadrennial review with Federal Highway Administration (FHWA) and Federal Transit Administration (FTA). The certification review process ensures the TPA is carrying out the metropolitan planning process in adherence with federal and state regulations. The last joint FHWA and FTA Certification Review was completed on October 28, 2019 and the next review is anticipated to be completed by August 2023. The last Joint State/TPA Certification Review was completed on February 28, 2022.

Prioritization of Projects

The projects in the TIP are required to be consistent with the TPA's Long Range Transportation Plan (LRTP). The TPA's funding programs - State Road Modifications, Local Initiatives, and Transportation Alternatives - are scored based on the goals of the LRTP and prioritized for inclusion in the TIP. Project selection is made in accordance with the requirements of 23 CFR 450.332.

The adopted LRTP is Cost Feasible; it prioritizes projects based on anticipated available revenue. The LRTP is referenced and seeks consistency with local comprehensive plans to the maximum extent feasible. The TPA adopted a list of Priority Projects from the LRTP in July and transmitted them to FDOT for use in preparing the tentative Work Program – these are included in Appendix B and highlighted in the summary of projects section. FDOT then developed the Draft Tentative Work Program and provided the program of projects for creation of the TIP. The TIP development process is seen in the diagram below. Major projects were screened through the State's Efficient Transportation Decision Making (ETDM) review process. This review provides for an early examination of the projects, allowing for timely and effective decision making and early National Environmental Policy Act (NEPA) reviews and approvals.



Up for Adoption
June 2023

Implementation of the LRTP

The LRTP project summary provides the status of cost feasible projects identified in the adopted 2045 LRTP. The table summarizes projects by category, number of projects, and their status: underway or complete, programmed through construction in the TIP, programmed in TIP without construction, and not yet programmed. Specific projects are not identified as specific line items in the annual application programs of State Road Modifications, Local Initiatives, Transportation Alternatives. Additionally, enhanced transit corridor projects identified in the LRTP may only be identified for initial planning studies with PD&E in a future LRTP year. Projects identified through planning or PD&E studies may be amended or modified into the LRTP as line items.

Project Category	LRTP 2045 Cost Feasible Plan	Fiscal Year 24-28 TIP			Not Programmed in TIP
		Underway/ Complete	In TIP with CST Phase	In TIP w/o CST Phase	
Strategic Intermodal System (SIS) (project line items in LRTP)	45	11	14	7	13
TPA Major Priority Projects (project line items in LRTP with CST)	17	4	7	4	3
State Road Modifications (annual program)	15 prioritized	1	3	10	1
Local Initiatives (annual program)	19 prioritized	0	13	0	6
Transportation Alternatives (annual program)	15 prioritized	4	11	0	0
TPA Major Priority Projects identified for studies	12				

Public Participation Process

The public participation process for the Draft FY 2024-2028 TIP is in accordance with the policies and procedures of the TPA’s Public Participation Plan. Appendix C provides detailed information on the schedule and outreach opportunities for the public to review the Draft TIP. More information on the TPA’s public participation process can be found at palmbeachtpa.org/PPP

Congestion Management Process

Projects and system-wide effectiveness for all modes of transportation are evaluated through the Congestion Management Process (CMP). A CMP is a systematic and regionally accepted approach for managing congestion that provides accurate, up-to-date information on transportation system performance and assesses alternative strategies for congestion management that meet TPA needs. The process is integrated into the TPA’s performance measures that cover multiple modes of transportation including travel time reliability of people and trucks, transit v. car vehicle commute time, and walk, bike, transit commuter mode splits.

PROJECT SECTIONS IN THE TIP

The projects in the TIP are presented in major categories that are explained in greater detail below.

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

State Road Modifications - The TPA Governing Board annually prioritizes highway, transit, freight and additional projects on state roadways based on the Goals, Objectives and Values in the LRTP.

Local Initiatives Program - Lower cost, non-regionally significant projects submitted to the TPA annually by local agencies and prioritized using a project scoring system based on the goals, objectives and values in the LRTP and prioritized through the TPA Governing Board.

Transportation Alternatives Program - Active transportation projects submitted to the TPA annually by local agencies and prioritized through the TPA Governing Board.

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

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

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

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

Airports, Railroads and Seaports - Projects identified by facility owner/operators consistent with their respective master plans.

FEDERAL PERFORMANCE MEASURES

Performance measures connect investment and policy decisions to achieve the goals adopted in the TPA's Long Range Transportation Plan (LRTP). The TPA's aim is to provide measures that use data-driven, quantitative criteria to set and analyze achievable targets. Using a performance-based method ensures the most efficient investment public funds by increasing accountability, transparency, and providing for better investment decisions geared towards specific outcomes. The TPA is required to adopt targets for established federal performance measures based on national goals enacted by Congress in Moving Ahead for Progress in the 21st Century (MAP-21). The TPA's adopted federal performance measures and targets are summarized in the table on the following page. Please refer to Appendix D for more information on the federal performance measures.

Federal Performance Measures and Targets

Category	Performance Measure	TPA Target
Safety	Fatalities	(2023) Zero
	Serious Injuries	Zero
	Rate of Serious Injuries per 100M vehicle miles travelled (VMT)	Zero
	Rate of Fatalities per 100M VMT	Zero
	Nonmotorized Fatalities and Serious Injuries	Zero
System Performance	Percent of reliable person-miles traveled on the Interstate	(2023) ≥ 75%
	Percent of reliable person-miles traveled on the non-Interstate NHS	≥ 50%
	Truck travel time reliability ratio (TTTR) on the Interstate	≤ 1.75
Bridges	Percent of NHS bridges classified as in Good condition by deck area	(2023) ≥ 50%
	Percent of NHS bridges classified as in Poor condition by deck area	≤ 10%
Pavement	Percent of Interstate pavements in Good condition	(2023) ≥ 60%
	Percent of Interstate pavements in Poor condition	≤ 5%
	Percent of non-Interstate NHS pavements in Good condition	≥ 40%
	Percent of non-Interstate NHS pavements in Poor condition	≤ 5%
Transit (Palm Tran)	Percent of Vehicles exceeding useful life	(2022)
	<i>Vehicles</i>	
	Vehicles – Articulated Bus	≤ 0%
	Vehicles – Fixed Route Bus	≤ 0%
	Vehicles – Paratransit Bus	≤ 0%
	Vehicles – Paratransit Van	≤ 0%
	<i>Equipment</i>	
	Percent of Equipment exceeding useful life	
	Equipment – Automobiles	≤ 0%
	Equipment - Trucks	≤ 0%
<i>Facilities</i>		
Percent of Facilities exceeding useful life	≤ 0%	
Transit (SFRTA)		(2023)
	<i>Rolling Stock</i>	
	Revenue vehicles (>39 yrs old)	≤ 30%
	<i>Equipment</i>	
	Non-revenue support service & maintenance vehicles (>8 yrs old)	≤ 50%
<i>Facilities</i>		
Stations, maintenance facilities, & operations center (<2.5 on 1-5 scale)	≤ 5%	
<i>Fixed Guideway</i>		
Rail fixed-guideway track with performance restrictions	≤ 3.5%	
Transit Safety (Palm Tran)	Fixed Route / Paratransit	Fixed Route/Paratransit
	Fatalities	(2022) Zero/Zero
	Fatality Rate per 100k vehicle revenue miles (VRM)	Zero/Zero
	Injuries	63/34
	Injury Rate per 100k VRM	0.9/0.4
	Safety Events	43/32
	Safety Event Rate per 100k VRM	0.6/0.3
	System Reliability (VRM per failure)	14,000/7,700

SUMMARY OF PROJECTS

The following tables highlight the status of TPA Priority Projects, projects scheduled for construction in FY 2024, and new projects added by FDOT between the Adopted FY 23-27 TIP and the FY 24-28 TIP. A typical project includes a Project Development and Environment (PD&E) phase, a Design (PE) phase, a Right of Way (ROW) phase and a Construction (CST) phase. An explanation of all potential project phases included in the TIP is provided below.

Project Phases

CODE	NAME	CODE	NAME
CAP	Capital	OPS	Operations
CST	Construction Scheduled	PDE	Project Development and Environmental
DSB	Design Build	PE	Preliminary Engineering Scheduled
ENV	Environmental	PLN	Planning Scheduled
INC	Contract Incentives	ROW	Right of Way Acquisition Scheduled
MNT	Maintenance	RRU	Railroad & Utilities
MSC	Miscellaneous Construction Scheduled		

For a list of additional terms and their definitions, see Appendix A.

Table 1: State Road Modifications

Projects are predominantly on state roadways using state funding sources, including but not limited to District Dedicated Revenue (DDR) and Primary Highways & Public Transportation Funds (DS). Anticipated funding is around \$20.4 Million/year but may vary based on FDOT/TPA needs. FDOT requests the TPA "oversubscribe" to ensure programming of all available funds.

Shown in \$1,000s

Year - Rank	Applicant/ Lead Agency	Proj. No.	Location	Description	Total Cost	<FY 24	TIP FY 2024-2028					Addt'l Funds Needed	Notes	
							FY24	FY25	FY 26	FY 27	FY 28			
04-1	FDOT	2296643 2296645 2296646	SR-7 from 60th St to Northlake Blvd	Construct new 4L road	\$93,989	\$6,329		ROW \$100				RRU \$24	\$87,535	Delayed to >FY 28. Pending litigation
04-2	FDOT	2296644 2296647	SR-7 from Okeechobee Blvd to 60th St	Widen from 2L to 4L	\$40,184	\$571					RRU \$3	CST \$39,610		Delayed to FY 28. Pending litigation
14-1	SFRTA	4170317	Tri-Rail: West Palm Beach to Jupiter	Extend commuter rail service onto the FEC corridor via the Northwood Crossover and construct 5 new stations – 45th St, 13th St, Park Ave, PGA Blvd, and Toney Penna Dr	\$109,507	\$1,157		PDE \$1,350					\$107,000	FEC easement/ access fee and O&M commitment required for PDE
14-3	FDOT	2296584	Atlantic Ave from SR-7 to E of Lyons Rd	Widen from 2L to 4L, including buffered 7' buffered bicycle lanes and 6' sidewalks	\$40,807	\$11,546		RRU \$655 ROW \$1,759 CST \$21,563	ROW \$5,212 CST \$71					
16-1	FDOT	4405755 4405752 4405754	Atlantic Ave from W of Lyons Rd to Jog Rd (includes Florida's Turnpike to Cumberland Dr and Cumberland Dr to Jog Rd)	Widen from 4L to 6L, including 7' buffered bicycle lanes and 10'+ shared-use path	\$101,465	\$6,633		PE \$94 ROW \$4,173	PE \$94 ROW \$1,944	ROW \$11,716	ROW \$5,232 RRU \$50 CST \$5,566	ROW \$4,975 CST \$159	\$60,830	
16-3	Lake Worth Beach/ FDOT	4400461	Lake Worth Rd from Erie St to A St	Construct Pedestrian enhancements, reconfigure traffic circle	\$1,792	\$1,792								Construction Fall 2023
17-1	FDOT/ Palm Tran	4383861	US-1: Camino Real Rd to Indiantown Rd	561 Plan Transit Corridor: New enhanced transit service with associated multimodal facilities										
17-1a	Palm Tran	4383863	US-1: Palmetto Park Rd to Northlake Blvd	Implement Transit Signal Prioritization for entire corridor	\$2,000	\$2,000								Palm Tran finalizing procurement
17-1b	Palm Tran/ FDOT	4383864 4464431	US-1: Palmetto Park Rd to Northlake Blvd	Construct 14 enhanced transit shelters within existing ROW	\$8,253	\$2,000		PE \$238		CST \$5,989	CST \$26			
17-1c	Boca Raton/ FDOT	4383865	US-1: Camino Real to NE 8th St/Mizner Blvd in Boca Raton	Lane Repurposing from 6L to 4L between Camino Real and SE Mizner Blvd; associated multimodal facilities	\$4,050			PE \$817					\$3,233	
17-1d	WPB/ FDOT	4383866	US-1: 25th St to 45th St in West Palm Beach	Reconstruct roadway to include pedestrian and bicycle facilities and safety enhancements	\$12,748			PE \$1,615					\$11,133	
17-1e	TPA/ FDOT	4383862	US-1: 59th St to Northlake Blvd in Riviera Beach and Lake Park	Reconstruct as 4L, add bicycle lanes and medians; move barrier wall on bridge to protect bicycle lanes; add street lights/ped-scale lights	\$8,822	\$1,520			CST \$7,302					

Table 1: State Road Modifications

Shown in \$1,000s

Year - Rank	Applicant/Lead Agency	Proj. No.	Location	Description	Total Cost	<FY 24	TIP FY 2024-2028					Addt'l Funds Needed	Notes
							FY24	FY25	FY 26	FY 27	FY 28		
17-1g	Lake Worth Beach/ FDOT	TBD	US-1: Dixie/Federal Junction to Gregory Rd in Lake Worth Beach	Lane Repurposing from 4L to 3L; associated multimodal facilities	\$5,674							\$5,674	City is working on FDOT lane repurposing application
17-2	Boynton Beach/ FDOT	4440791	Boynton Beach Blvd from I-95 to US-1	Reconstruct to narrow vehicle lanes, construct 9' sidewalk on north side, 15' shared use path on south side	\$8,250	\$884	RRU \$230 CST \$7,108	CST \$28					
17-5	FDOT	4416321	Lake Worth Rd from Raulerson Dr to Palm Beach St College Ent	Resurfacing with separated bicycle lanes, new mid-block crossings, enhanced crosswalks	\$8,628	\$8,628							Under Construction
18-1	TPA & Palm Tran /FDOT	4417581	Okeechobee Blvd from SR-7 to US-1; SR-7 from Forest Hill Blvd to Okeechobee Blvd	561 Plan Transit Corridor: New enhanced transit service with associated multimodal facilities									
18-1a	Palm Tran	4417582	Okeechobee Blvd from SR-7 to US-1; SR-7 from Forest Hill Blvd to Okeechobee Blvd	Implement Transit Signal Prioritization for entire corridor	\$1,000		CAP \$1,000						
18-1b	Palm Tran/ FDOT	4417583	Okeechobee Blvd from SR-7 to US-1; SR-7 from Forest Hill Blvd to Okeechobee Blvd	Construct enhanced transit shelters within existing ROW	\$8,109			PE \$871	PE \$37			\$7,200	TPA working with Palm Tran to refine shelter design and locations
18-1c	TPA/ FDOT	4513801	Okeechobee Blvd from SR-7 to US-1; SR-7 from Forest Hill Blvd to Okeechobee Blvd	Roadway feasibility study based on TPA planning study recommendation	\$2,000			PL \$2,000					Next step after TPA planning study
18-2	TPA/ FDOT	4417561 4417562	SR-80 from SR-15 to CR-880	Add street lighting	\$24,639	\$16,907			CST \$7,732				
18-3	TPA/ FDOT	4417571	US-27 Connector from US-27 to SR-715	Construct new 2-lane road	\$750	\$250				PDE \$500			Alternative Corridor Evaluation (ACE) underway
19-1	TPA & Palm Tran /FDOT	TBD	Lake Worth Rd from SR-7 to US-1; SR-7 from Lake Worth Rd to Forest Hill Blvd	561 Plan Transit Corridor: New enhanced transit service with associated multimodal facilities									
19-1a	Palm Tran	TBD	Lake Worth Rd from SR-7 to US-1; SR-7 from Lake Worth Rd to Forest Hill Blvd	Implement Transit Signal Prioritization	\$1,000							\$1,000	
20-1	Boca Raton/ FDOT	4482641	Federal Hwy at Spanish River Blvd	Convert EB to SB right turn only to right/through with bike lane and mast arm conversion	\$1,715				PE \$279	PE \$21		\$1,415	

Table 1: State Road Modifications

Shown in \$1,000s

Year - Rank	Applicant/Lead Agency	Proj. No.	Location	Description	Total Cost	<FY 24	TIP FY 2024-2028					Addt'l Funds Needed	Notes
							FY24	FY25	FY 26	FY 27	FY 28		
20-2 & 20-4	Palm Beach County/ FDOT	4479441	Atlantic Ave at Military Trl; Belvedere at Military Trl; Forest Hill Blvd at I-95	Replace span wire traffic signals with mast arms and steel strain pole span wires and upgrade supporting infrastructure. Upgrade to mast arm signals; enhanced pedestrian signals and detection; upgrade ITS elements and roadway lighting; curb ramp and sidewalk upgrades to meet ADA.	\$11,067				PE \$166			\$9,985	
		4480731	US-1 at Silver Beach Rd, Military at Investment Ln, Okeechobee at Quadrille Blvd, Lakeview Ave at Quadrille Blvd						PE \$287	PE \$21			
		4481071	US-1 at SE 1st St, 7th Ave N, 10th Ave N, 13th Ave N; Boynton Beach Blvd at US-1, Congress Ave, Seacrest Blvd, Military Trl, Hagen Ranch Rd; Congress Ave at Dolan Rd; Atlantic Ave at Hamlet Dr; Lake Ave at SR-A1A (include w/ FM 4476631)						PE \$609				
20-3	Boca Raton/ FDOT	4480641	Glades Rd/SR-808 at Town Center Blvd; I-95 NB off ramp at W Palmetto Park Rd; I-95 SB off ramp at Palmetto Park Rd; US-1 at Royal Palm Way; US-1 at Hidden Valley Blvd	Replace span wire traffic signals with mast arms and upgrade supporting infrastructure	\$5,827				PE \$479			\$4,994	
		4481351	US-1 at Glades Rd, NE 15th Ter, and NE 24th Ter						PE \$354				
20-5	Palm Beach County/ FDOT	4479451	SR-715 from Hatcher Rd to Paul Rardin Park SR-715 from Airport Rd to SW 14th St	Construct 6' sidewalk on W side of roadway.	\$752				PE \$246			\$507	
20-6	TPA/ FDOT	4398451	SR-715 from SR-80 to W of Canal St South	Modify resurfacing project to add buffered bicycle lanes, missing sidewalk connections to SR-80 and to PB State College entrance, and roadway lighting.	\$5,661	\$5,661							Construction Fall 2023
20-8	Lake Worth Beach/ FDOT	4461041	Lake Ave/Lucerne Ave/SR-802 from E of A St to E of Golfview Rd	Modify resurfacing project to add stamped concrete crosswalks, replacement of sidewalk pavers, and improved stormwater drainage.	\$5,207	\$324	CST \$4,883						Construction Winter 2023

Table 1: State Road Modifications

Shown in \$1,000s

Year - Rank	Applicant/Lead Agency	Proj. No.	Location	Description	Total Cost	<FY 24	TIP FY 2024-2028					Addt'l Funds Needed	Notes
							FY24	FY25	FY 26	FY 27	FY 28		
21-1	TPA/ FDOT	4498771	Forest Hill Blvd from W of Jog Rd to Military Trl	Add roadway lighting on N side and pedestrian lighting, bus bay layover facility, enhanced crosswalks at three signalized intersections, green markings in bicycle conflict zones	\$2,616					PE \$700		\$1,916	
21-2	TPA/ FDOT	4498791	Congress Ave from Lake Worth Rd to Forest Hill Blvd	Add pedestrian lighting, enhanced crosswalks at six signalized intersections, and bus stop amenities	\$3,202				PE \$670	ENV \$30		\$2,502	
21-3	Boca Raton/ FDOT	4495531 4498751	SR-A1A at Spanish River Blvd and Camino Real (include w/ FM 4476611); US-1 at Jeffery St, NE 32nd St, NE 20th St, Fire Station #1, NE Mizner Blvd, SE Mizner Blvd, and Camino Real; Yamato Rd at NW 2nd Ave (include w/ FM 447657.1); Glades Rd at NW 2nd Ave and Pinehurst Ln; I-95 NB Ramp at Peninsula Corp Dr; I-95 SB Ramp at Peninsula Corp Dr	Replace span wire traffic signals with mast arms and steel strain pole span wires and upgrade supporting infrastructure	\$5,090					PE \$820 ENV \$60		\$4,210	
21-4	TPA/ FDOT	4476701	SR-7 from Glades Rd to Bridgebrook Dr	Modify resurfacing project to add sidewalk on E side and green markings in bicycle conflict zones	\$9,595			CST \$9,567	CST \$29				FDOT able to incorporate sidewalk on E side
21-5	TPA/ FDOT	4358041 4476671	Boynton Beach Blvd from Congress Ave to E of I-95	Modify resurfacing project and interchange capacity project to provide wider sidewalks and buffered bike lanes on both sides of roadway	\$57,260		ROW \$644 RRU \$2,300	ROW \$13,264 CST \$40,898	CST \$155				FDOT incorporated requests as feasible
21-6	FDOT	TBD	Indiantown Rd at Central Blvd	Conduct PD&E to evaluate congestion mitigation alternatives with minimal adverse impacts to pedestrians, bicycles, and local businesses	\$2,000							\$2,000	FDOT request. Recommended alternative to be endorsed by TPA prior to funding additional phases
Cost Summary					\$593,658	\$66,202	\$46,262	\$83,518	\$28,746	\$13,030	\$44,768	\$311,132	

Table 2: Local Initiatives Program

This program is for projects on non-state roadways that are federal-aid eligible. Sources of funding are from the approximately \$22.8 Million/year of the federal Surface Transportation Block Grant (STBG) program, known locally as SU funds, that is allocated to the TPA for prioritization. STGB funds allocated to FDOT, known as SA, sometimes supplement the projects.

Shown in \$1,000s

Year - Rank	Applicant/Lead Agency	Proj. No.	Location	Description	Total Cost	< FY 24	TIP FY 2024-2028					Add'l Funds	Notes
							FY 24	FY 25	FY 26	FY 27	FY 28		
--	Palm Beach TPA	4393254 4393255	Surface Transportation (SU) funds to support TPA Planning & Administration as outlined in greater detail in the UPWP		\$22,929		PL \$2,721 SU \$1,820	PL \$2,523 SU \$1,911	PL \$2,566 SU \$2,006	PL \$2,566 SU \$2,100	PL \$2,566 SU \$2,150	\$2,566 \$2,200	
14-6	SFRTA	4297671	Tri Rail Northern Layover Facility: CSX tracks E of I-95 in Mangonia Park/WPB	Construct new facility to enhance O&M for existing system and support Jupiter extension	\$45,733	\$45,733							Construction late FY 2024
15-2	West Palm Beach	4383901	West Palm Beach: 25th St to Tri-Rail Station to SR 80	Purchase seven (7) vehicles to support new N/S trolley service	\$1,505	\$1,505							Implementation in FY 2023
15-3	Palm Tran	4383921	Various locations along existing Palm Tran bus routes	Construct 30 transit shelters	\$600	\$600							In procurement. Implementation in FY 2023
15-4	West Palm Beach	4383961	Various locations along existing WPB trolley lines	Construct seven (7) trolley shelters	\$571	\$571							Implementation in FY 2023
17-1 & 17-5	West Palm Beach/ FDOT	4415701	36th St & bridge from Australian Ave to Poinsettia Ave in West Palm Beach	Construct buffered bike lanes, pedestrian enhancements and bridge	\$9,937	\$1,323	CST \$8,597	CEI \$17					
17-2	Delray Beach	4415331	Lindell Blvd from Linton Blvd to Federal Hwy/US 1	Construct sidewalks and separated bike lanes	\$12,143	\$12,143							Construction Winter 2023
17-4	Palm Tran	4415711	Various Palm Tran bus stops	Replace 40 transit shelters	\$800	\$800							Construction in FY 2023
17-6	Delray Beach	4415321	Barwick Rd from Atlantic Ave to Lake Ida Rd	Construct sidewalks and separated bike lanes	\$10,446	\$10,446							Construction Spring 2024
17-7	Delray Beach	4415861	Brant Bridge connector from Lindell Blvd to Brant Bridge	Construct sidewalks and separated bike lanes	\$2,540	\$5		CST \$2,535					
18-1	Westgate CRA/ Palm Beach County	4443711	Westgate Ave from Wabasso Dr to Congress Ave	Lane repurposing from 5L to 3L to add designated bike lanes and widen sidewalks	\$4,832	\$4,832							Construction Fall 2023
18-2	West Palm Beach	4443761	Parker Ave from Forest Hill Blvd to Nottingham Blvd	Construct buffered/separated bicycle lanes and pedestrian lighting	\$5,765	\$5,765							Under Construction
18-3	Palm Beach County	4443701	Lyons Rd/ Sansbury Way from Forest Hill Blvd to Okeechobee Blvd	Construct separated bicycle lanes	\$6,096	\$6,096							Under Construction

Table 2: Local Initiatives Program

Shown in \$1,000s

Year - Rank	Applicant/Lead Agency	Proj. No.	Location	Description	Total Cost	< FY 24	TIP FY 2024-2028					Addt'l Funds	Notes
							FY 24	FY 25	FY 26	FY 27	FY 28		
18-5	Boca Raton	4443791	Yamato Rd: W of Jog to I-95, and 16 Intersections in the downtown area	Install Adaptive Traffic Control Systems	\$2,625	\$2,625							Construction May 2023
18-6	Delray Beach	4443771	Germantown Rd from Old Germantown Rd to Congress Ave	Construct sidewalks and separated bike lanes	\$11,635	\$5	CST \$11,342	CST \$289					
19-1	Palm Tran	4460981	Palm Tran electric buses and Palm Tran Maintenance Facility (Electronics Way) charging stations	Purchase 3 electric buses and install electric charging at maintenance facility	\$3,858		CAP \$3,858						
19-2	Palm Beach County	4460861	Cresthaven Blvd from S Jog Rd to S Military Trl	Construct 7' buffered bike lanes and three intersection modifications	\$4,603	\$5		CST \$4,598					
19-4	West Palm Beach	4460901	25th St from Australian Ave to Broadway Ave	Lane Repurposing from 4 lanes to 3, construct R/R gate enhancements, ADA upgrades, buffered bike lane/ designated bike lane, lighting improvements, sidewalks	\$7,038	\$5		CST \$7,033					
19-6	Wellington	4460821	Greenview Shores Blvd from Binks Forest Dr to Wellington Tr	Construct 4' designated bike lanes	\$1,258	\$5		CST \$1,253					
20-1	Palm Tran	4482951	Palm Tran electric buses and Palm Tran Maintenance Facility (Electronics Way) charging stations	Purchase 4 electric buses and install electric charging at maintenance facility	\$5,000					CAP \$5,000			
20-2	SFRTA	4481031	SFRTA - Tri-Rail Service	Purchase one (1) passenger rail car	\$5,000			CAP \$5,000					
20-3	Lake Worth Beach	4483541	South East Coast Street and S. H Street	Reconstruct roadways to one-way pair with 4' designated bike lanes	\$7,889			PE \$5		CST \$7,884			
20-4	Wellington	4482991	Greenbriar Blvd from Aero Club Drive to Greenview Shored Blvd.	Construct 4' designated bike lanes	\$2,426		PE \$5	CST \$2,421					
20-5	Wellington	4483061	C-2 Canal from Greenview Shores Blvd to Bent Creek Rd	Construct 10' shared use pathway	\$554		PE \$5		CST \$549				
20-6	Royal Palm Beach	4483051	Various Locations - Residential Roads	Construct ADA Improvements - Sidewalks and Curb Ramps	\$671		PE \$5		CST \$666				
21-1	SFRTA	4498501	SFRTA - Tri-Rail Service	Purchase one (1) passenger rail car	\$5,000					CAP \$5,000			
21-2	Palm Beach County	4498471	Prosperity Farms from 800' N of Northlake Blvd to Donald Ross Rd	Construct 4' designated bike lanes	\$5,980		PE \$5		CST \$2,447	CST \$3,528			

Table 2: Local Initiatives Program

Shown in \$1,000s

Year - Rank	Applicant/Lead Agency	Proj. No.	Location	Description	Total Cost	< FY 24	TIP FY 2024-2028					Addt'l Funds	Notes
							FY 24	FY 25	FY 26	FY 27	FY 28		
22-1	Boca Raton	TBD	SW 18th Street from Military Trail to Addison Ave	Construct 10' shared use paths and missing crosswalks and sidewalks	\$1,494							\$1,494	Coordination between FDOT, SFRTA, and Boca Raton to fund in earlier year
22-2	SFRTA	4481032	SFRTA - Tri-Rail Service	Purchase one (1) passenger rail car	\$5,000				CAP \$3,500	CAP \$1,500			
22-3	Palm Beach Gardens	4508001	Gardens Parkway from Alternate A1A to Prosperity Farms Road	5' designated bike lane and 8' sidewalk	\$3,615					PE \$5		\$3,610	Local design anticipated for FY 27
22-4	Palm Tran	TBD	Palm Tran electric buses and Palm Tran Maintenance Facility (Electronics Way) charging stations	Purchase 4 electric buses and install electric charging at maintenance facility	\$5,000							\$5,000	
22-5	Delray Beach	4507931	Barwick Rd from Lake Ida Rd to Sabal Lakes Rd (N)	10' shared use path and new sidewalk	\$1,664					PE \$5		\$1,659	Local design anticipated for FY 27
22-6	Palm Tran	TBD	Countywide	Bus Stop Improvements	\$5,000							\$5,000	
22-7	ITID	4507951	Temple Blvd, Hall Blvd, 140th Ave	Seminole Speed Tables	\$442							\$442	Local design anticipated for FY 27
Cost Summary					\$209,649	\$92,465	\$28,358	\$27,583	\$11,734	\$27,588	\$4,716	\$21,971	

Table 3: Transportation Alternatives Program

This program is for non-motorized projects on or off the federal-aid eligible network. Sources of funding are from the approximately \$3.1 Million/year of the federal STBG Transportation Alternatives (TA) set-aside program, known locally as TA, that is allocated to the TPA for prioritization.

Shown in \$1,000s

Year - Rank	Applicant/ Lead Agency	Proj. No.	Location	Description	Total Cost	< FY 24	TIP FY 2024-2028					Addt'l Funds Needed	Notes
							FY 24	FY 25	FY 26	FY 27	FY28		
16-2	West Palm Beach/ FDOT	4400151	North Shore Bridge in West Palm Beach	Construct pedestrian bridge west of existing roadway bridge	\$846	\$423	CST	\$1,389					
17-1	West Palm Beach	4415271	Northmore neighborhood	Construct sidewalks and shared use pathways	\$1,325	\$1,325							Construction early 2024
18-1	West Palm Beach	4443501	Trailway on NW side of Clear Lake connecting Okeechobee Blvd to Palm Beach Lakes Blvd	Construct 10' shared use path on west side of Clear Lake	\$1,998	\$1,998							Construction Jan 2023
18-2	Greenacres	4443591	Dillman Trail from Forest Hill Blvd to Dillman Rd	Construct 12' shared use path	\$723	\$723							Under Construction Exp Complete Jun 2023
18-4	Palm Beach County	4443661	CR A1A/Ocean Dr from Donald Ross Rd to Indiantown Rd	Install 24 pedestrian activated flashers and ADA crossing enhancements	\$869	\$869							Construction Fall 2023
19-1	Westgate CRA/ Palm Beach County	4460771	Seminole Blvd from Okeechobee Blvd to Oswego Ave	Construct 10-12' shared use paths, high visibility crosswalks, and pedestrian lighting	\$1,645	\$1,645							Construction Fall 2023
19-2	Boynton Beach	4460781	SE 1st St from Boynton Beach Blvd to Woolbright Rd	Construct 10' shared use path on western side of roadway	\$6,489	\$3,247	CST	\$3,242					
19-4	Palm Beach Gardens	4460841	Various existing pedestrian crossings	Install pedestrian activated flashers at 12 existing crossings	\$887	\$887							Construction Summer 2023
20-1	Lake Worth Beach	4483011	Various Locations - Local Roads	Construct ADA Curb Ramps and Sidewalk	\$1,095	\$1,095							Construction Fall 2023
20-2	Palm Beach Gardens	4483021	Kyoto Gardens Drive from Military Trail to Alt A1A	Construct 5' bike lane and 8' pathway on north side of roadway	\$1,314	\$1,314							Construction late Summer 2023
20-3	Westgate CRA/ Palm Beach County	4483031	Cherry Rd from Military Trl to Quail Dr	Construct 10-12' shared use path and pedestrian lighting on north side of roadway	\$1,894	\$5	CST	\$1,889					
20-4	Palm Tran	4483041	Countywide - 110 bus stops	Install 5' sidewalk connections and ADA bus stop enhancements	\$281		CAP	\$281					
21-1	Palm Beach Gardens	4490051	Burns Rd from Military Trl to Alt A1A	Construct 9.5' separated two-way bicycle track	\$1,405	\$5			CST	\$1,400			
21-2	Boca Raton	4489991	El Rio Trail from Glades Rd to Yamato Rd	Install lighting	\$1,274	\$5			CST	\$1,269			

Table 3: Transportation Alternatives Program

Shown in \$1,000s

Year - Rank	Applicant/Lead Agency	Proj. No.	Location	Description	Total Cost	< FY 24	TIP FY 2024-2028					Addtl Funds Needed	Notes
							FY 24	FY 25	FY 26	FY 27	FY28		
21-3	ITID	4490021	Grapeview Blvd from Key Lime Blvd to 60th St and Key Lime Blvd from Hall to M-1 Canal	Construct 10' shared use path and 8' pathway	\$1,663	\$5		CST \$1,658					
21-4	Wellington	4490061	C-8 Canal from Forest Hill Blvd to Stribling Way	Construct 10' shared use path	\$739	\$5		CST \$734					
22-1	ITID	4507871	Hamlin Blvd from Hall Blvd to Grapeview Blvd; Grapeview Blvd from Hamlin Blvd to Citrus Grove Blvd; Citrus Grove Blvd from Hall Blvd to Avocado Blvd	Construct 10' shared use path and expand existing sidewalk to 8'	\$1,305		PE \$5		CST \$1,300				
22-2	Palm Beach Gardens	4508291	Fairchild Ave from Fairchild Gardens Ave to Campus Dr	Construct buffered bicycle lanes and 8' pathway on south side of roadway	\$1,413		PE \$5		CST \$1,408				
22-3	West Palm Beach	4508621	49th St from Greenwood Ave to North Flagler Drive	Construct ADA curb ramps and sidewalks, traffic calming speed humps and sharrows	\$570		PE \$5		CST \$565				
22-4	Royal Palm Beach	4508241	Various Locations - Local Roads	Install pedestrian and bicycle network wayfinding signage	\$879		PE \$5		CST \$874				
Cost Summary					\$28,615	\$13,552	\$6,821	\$5,061	\$4,148				

Table 4: New FDOT Projects

Shown in \$1,000s

Lead Agency	Proj. No.	Description	Total Cost	< FY 24	TIP FY 2024-2028					Notes	
					FY 24	FY 25	FY 26	FY 27	FY 28		
Palm Beach County	4522451	Flavor Pict Rd from Lyons Rd to Hagen Ranch Rd	\$18,826							CST \$18,826	\$15.2 M in local funding, \$3.6 M CIGP
Turnpike	4157484	Florida's Turnpike from PGA Blvd to W Indiantown Rd (MP 110-117)	\$500					PE \$500			
FDOT	4512241	SR-80/Jog Rd Improvements	\$1,700		PE \$293		RRU \$10	CST \$1,397			
FDOT	4442593	SR-80/US-27 Electric Vehicle Charging Program - Phase II	\$2,400		CAP \$900	OPS \$1,500					
FDOT	4505873	SR-706/Indiantown Rd Bridges #930453 & 930454	\$11,101		PE \$1,092					CST \$10,009	
FDOT	4506841	SR-A1A/Ocean Blvd Bridge over Boca Inlet (#930060)	\$7,648			PE \$836	PE \$42			CST \$6,770	
FDOT	4498351	SR-25/US-27 from MP 12.7 to MP 16	\$12,469		PE \$1,242			CST \$11,226			
FDOT	4498321	Federal Hwy/SR-5 from Dixie Hwy/US-1/SR-5 to 10th Ave S	\$1,680		PE \$277			CST \$1,403			
FDOT	4484381	SR-7/US-441 from S of SR-804/Boynton Beach Blvd to S SR-802/Lake Worth Rd	\$14,091		PE \$637			CST \$13,455			
FDOT	4498141	SR-704/Royal Palm Way from 4 Arts Plaza to S County Rd	\$3,009		PE \$358			CST \$2,651			
FDOT	4484391	Beeline Hwy/SR-710 from west of Park Commerce Blvd to east of Aviation Blvd	\$63,936		PE \$5,689					CST \$58,246	
FDOT	4498341	SR-717/E Canal St from SR-80 to SE Ave E	\$4,648		PE \$517			PE \$26	CST \$4,104		
FDOT	4498101	Lake Worth Rd/SR-802 from Everett Ct to A St	\$2,772		PE \$320		RRU \$100	CST \$2,351			
FDOT	4463731	Forest Hill Blvd/SR-882 from east of Lake Clarke Drive to Dixie Hwy/US-1	\$4,142		PE \$497		RRU \$200	CST \$3,435			
					RRU \$10						

Table 4: New FDOT Projects

Shown in \$1,000s

Lead Agency	Proj. No.	Description	Total Cost	< FY 24	TIP FY 2024-2028					Notes
					FY 24	FY 25	FY 26	FY 27	FY 28	
FDOT	4506771	US-1/SR-5 from north of Silver Beach Rd to south of Palmetto Dr	\$582		PE \$77			CST \$505		
FDOT	4506791	I-95 at Okeechobee Blvd/SR-704	\$1,954					CST \$1,954		
FDOT	4443431	I-95 at Hypoluxo Rd	\$1,039				PE \$257		CST \$782	
FDOT	4492901	I-95 from NB Linton Rd off-ramp to Lawson Blvd Underpass	\$3,450			PE \$422		CST \$3,028		
FDOT	4443371	I-95 from north of Woolbright Rd to south of Woolbright Rd	\$1,325		PE \$236		CST \$1,089			
			\$90,135			\$12,146	\$2,759	\$1,699	\$46,036	\$94,632

FUNDING SUMMARY

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

Total Programmed by Funding Code

Fund Code / Name		2024	2025	2026	2027	2028	Total
Federal							
NATIONAL HIGHWAY PERFORMANCE PROGRAM (NHPP)							
ACNP	AC NATIONAL HWY FUNDS	10,821,192	36,675,785	37,231,594	69,060,355	42,133,891	195,922,817
ACNR	AC NATIONAL HWY RESURFACING	26,623,998	8,024,436	-	5,202,357	9,958,345	49,809,136
ACPR	ADVANCED CONSTRUCTION PROTECT GRANT	5,039,205	-	149,832	-	10,286,744	15,475,781
SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM							
CARU	CARBON REDUCTION, PALM BEACH TPA	-	2,853,560	2,796,058	2,500,000	2,610,631	10,760,249
GFEV	GENERAL FUND - VEHICLE CHARGING PROGRAM	900,000	1,500,000	-	-	-	2,400,000
GFSU	GENERAL FUND - STPBG >200K (Urban)	1,309,773	-	-	-	-	1,309,773
SA	STP, ANY AREA STATEWIDE	5,355,879	5,889,055	133,388	10,028,163	12,090,815	33,497,300
SU	STP, PALM BEACH TPA	38,612,528	21,198,712	23,053,979	21,140,788	23,299,659	127,305,666
TALT	TRANSPORTATION ALTS- ANY AREA STATEWIDE	1,220,336	1,919,558	832,293	-	-	3,972,187
TALU	TRANSPORTATION ALTS PALM BEACH MPO	2,525,384	1,519,462	2,279,449	-	-	6,324,295
HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)							
ACSS	ADVANCE CONSTRUCTION (SS,HSP)	7,133,811	4,561,919	12,174,568	-	1,461,594	25,331,892
OTHER FEDERAL PROGRAMS							
ACFP	AC NATIONAL FREIGHT PROG (NFP)	-	1,115,000	11,450,728	-	1,755,000	14,320,728
ACBR	AC FED BRIDGE FUNDS	6,476,166	2,138,062	-	-	-	8,614,228
CM	CONGESTION MITIGATION FOR AIR QUALITY	1,256,720	71,130	-	-	-	1,327,850
FAA	FEDERAL AVIATION ADMIN	3,600,000	1,260,000	-	-	-	4,860,000
FEDERAL TRANSIT ADMINISTRATION							
5307	FEDERAL TRANSIT URBAN AREA FORMULA FUNDS	23,398,000	23,398,000	24,398,000	23,398,000	23,398,000	117,990,000
5311	FEDERAL TRANSIT RURAL AREA FORMULA FUNDS	-	313,000	320,000	320,000	320,000	1,273,000
5339	FTA BUS & BUS FACILITIES INFRASTRUCTURE	2,200,000	2,000,000	2,000,000	2,000,000	2,000,000	10,200,000
DU	STATE PRIMARY/FEDERAL REIMB	1,904,155	400,915	443,158	450,970	459,642	3,658,840
GFBR	GENERAL FUND - BRIDGE REPAIR	7,504,708	-	-	-	-	7,504,708
PL	METRO PLAN (85% FA; 15% OTHER)	2,737,071	2,522,914	2,565,873	2,565,873	2,565,873	12,957,604
<i>Federal Subtotal</i>		<i>148,618,926</i>	<i>117,361,508</i>	<i>119,828,920</i>	<i>136,666,506</i>	<i>132,340,194</i>	<i>654,816,054</i>

Total Programmed by Funding Code

Fund Code / Name		2024	2025	2026	2027	2028	Total
State							
BNIR	INTRASTATE R/W & BRIDGE BONDS	6,873,563	20,964,432	-	-	-	27,837,995
BRRP	STATE BRIDGE REPAIR & REHAB	225,000	6,360,492	1,871,254	-	16,535,318	24,992,064
CIGP	COUNTY INCENTIVE GRANT PROGRAM	326,616	533,749	-	-	7,158,324	8,018,689
D	UNRESTRICTED STATE PRIMARY	20,019,283	20,263,847	20,241,921	20,690,684	22,891,703	104,107,438
DDR	DISTRICT DEDICATED REVENUE	60,351,453	61,096,699	48,930,972	49,330,754	36,036,471	255,746,349
DI	ST. - S/W INTER/INTRASTATE HWY	-	2,423,234	23,906,377	99,197,974	1,400,000	126,927,585
DIH	STATE IN-HOUSE PRODUCT SUPPORT	2,902,278	2,184,913	1,393,569	1,736,041	890,275	9,107,076
DIS	STRATEGIC INTERMODAL SYSTEM	-	8,361,630	-	-	-	8,361,630
DITS	STATEWIDE ITS - STATE 100%.	3,613,761	1,681,552	1,731,998	1,378,157	-	8,405,468
DPTO	STATE - PTO	13,350,950	22,960,276	8,278,808	10,940,901	6,771,334	62,302,269
DS	STATE PRIMARY HIGHWAYS & PTO	20,198,867	2,100,173	2,720,530	9,423,431	220,000	34,663,001
DSPC	SERVICE PATROL CONTRACT	658,391	1,748,953	3,438,953	4,884,208	1,115,531	11,846,036
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTIO	-	12,607,119	-	-	-	12,607,119
PKBD	TURNPIKE MASTER BOND FUND	243,211,518	371,191,595	141,229,393	215,910,887	208,051,708	1,179,595,101
PKYI	TURNPIKE IMPROVEMENT	67,635,837	4,055,681	19,972,748	18,479,215	25,946,796	136,090,277
PKYR	TURNPIKE RENEWAL & REPLACEMENT	2,046,912	4,425,585	-	-	-	6,472,497
PKYO	TURNPIKE TOLL COLLECTION/OPER.	62,313,554	54,716,207	57,716,207	54,716,207	57,716,000	287,178,175
PORB	PORT FUNDS RETURNED FROM BONDS	13,769	-	-	-	-	13,769
PORT	SEAPORTS	2,251,314	-	-	-	-	2,251,314
SCRC	SMALL COUNTY OUTREACH PROGRAM - RURAL	1,124,722	-	-	-	-	1,124,722
SIWR	2015 SB2514A-STRATEGIC INT SYS	-	175,000	-	2,594,925	-	2,769,925
STED	2012 SB1998-STRATEGIC ECON COR	-	25,392,000	10,900,000	54,100,662	-	90,392,662
TDTF	TRANS DISADV - TRUST FUND	3,197,000	3,197,000	3,197,000	3,197,000	3,197,000	15,985,000
TMBD	I-95 EXPRESS LANES	725,848	725,848	725,848	725,848	725,848	3,629,240
TOBD	I-95 EXPRESS LANES	1,266,269	1,283,255	600,258	834,635	859,230	4,843,647
TRIP	TRANS REGIONAL INCENTIVE PROGM	-	65,265	1,821,194	2,100,000	-	3,986,459
TRWR	TRIP, WHEELS ON THE ROAD	1,690,027	1,748,160	1,401,152	-	-	4,839,339
<i>State Subtotal</i>		<i>513,996,932</i>	<i>630,262,665</i>	<i>350,078,182</i>	<i>550,241,529</i>	<i>389,515,538</i>	<i>2,434,094,846</i>

Total Programmed by Funding Code

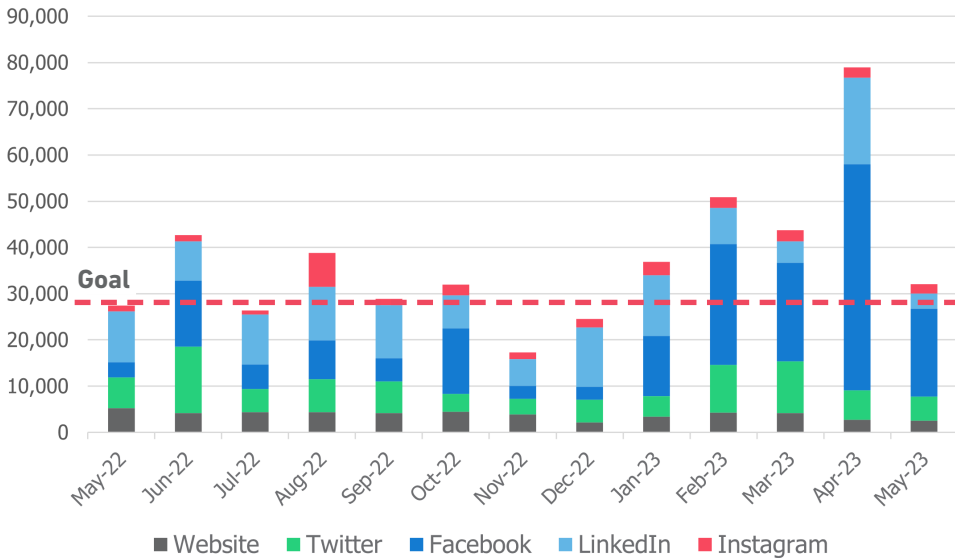
Fund Code / Name		2024	2025	2026	2027	2028	Total
Local							
ADR	ADVERTISING REVENUE	620,000	620,000	620,000	620,000	620,000	3,100,000
ADV	AD-VALOREM	56,201,819	57,621,598	58,216,598	37,830,000	37,830,000	247,700,015
BOCA	BOCA RATON	476,000	476,000	476,000	476,000	476,000	2,380,000
CENW	CENTURY WEST	350,000	350,000	350,000	350,000	350,000	1,750,000
FBR	FAREBOX REVENUE	12,358,000	12,358,000	12,385,000	12,415,000	12,415,000	61,931,000
IST	INFRASTRUCTURE SUR TAX	21,303,175	35,684,000	9,802,000	23,930,000	-	90,719,175
LF	LOCAL FUNDS	169,889,284	186,906,231	96,059,084	59,348,104	61,399,298	573,602,001
PKLF	LOCAL SUPPORT FOR TURNPIKE	41,120,000	-	-	-	-	41,120,000
MF	MOBILITY FEE	140,000	437,146	-	-	-	577,146
RTA	SFRTA	666,000	666,000	666,000	666,000	666,000	3,330,000
<i>Local Total</i>		<i>303,124,278</i>	<i>295,118,975</i>	<i>178,574,682</i>	<i>135,635,104</i>	<i>113,756,298</i>	<i>1,026,209,337</i>
Summary							
Federal		148,618,926	117,361,508	119,828,920	136,666,506	132,340,194	654,816,054
State		513,996,932	630,262,665	350,078,182	550,241,529	389,515,538	2,434,094,846
Local		303,124,278	295,118,975	178,574,682	135,635,104	113,756,298	1,026,209,337
Grand Total		965,740,136	1,042,743,148	648,481,784	822,543,139	635,612,030	4,115,120,237

Public Involvement Activity Report 4.A.1

May 2023

FY 23 Strategic Plan Goal 1.B Increase Social Media Engagement

Social Media Impressions



FY 23 Strategic Plan Goal 1.D: Increase public awareness of the TPA Goal: 75 TPA-related media stories Current: 81 TPA-related media stories

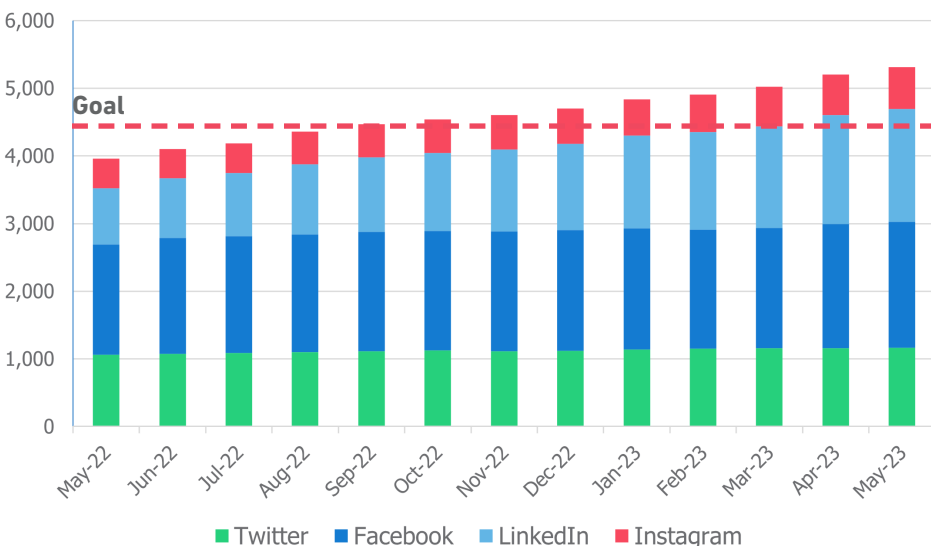
In Fiscal Year 2023, the TPA set a goal to reach 75 TPA-related media stories in print, television, radio, digital and social media. This goal was met several months ahead of time, showing the importance of educating the community about transportation planning in Palm Beach County. The TPA will continue this as an ongoing effort, most significantly as it relates to outreach and public involvement for the 2050 Long Range Transportation Plan (LRTP).



Interview with CBS 12 News about the Okeechobee Blvd. & SR 7 Multimodal Corridor Study

FY 23 Strategic Plan Goal 1.B Increase Social Media Engagement

Social Media Followers



Railway Safety Press Conference with the City of West Palm Beach, Brightline, Tri-Rail and FDOT District 4

Project Scheduling Report – June 2023

Phases occurring within the next 90 days

Palm Beach TPA & FDOT District 4

The purpose of this report is to ensure stakeholders are aware of upcoming activities for each project to allow for increased input. The TPA has consolidated the FDOT report to focus on TPA priorities and scheduling activities that are occurring within the next 90 days. The full list of scheduling activities is described below.

Scheduled Activity	Description
Multimodal Scoping Checklist (MMSC)	FDOT's Office of Modal Development (OMD) notifies impacted agencies to enter comments about the project scope. The local agency can confirm or discuss context class, minor comments about multimodal features.
Resolution from Agency (for Off-System Projects Only)	If an off-system project is administered by FDOT, the local agency's governing board must pass a resolution endorsing FDOT's delivery of the project.
Review of Scope with Agency	Meet with local agency to review and confirm scope prior to FDOT advertising for consultant acquisition.
Execution Date (Design)	FDOT Design starts.
Project Kickoff Meeting	FDOT Design Team coordinates with local agency. Contact the FDOT project manager for date/time/location of the meeting.
Initial Field Review	Field Review meeting. Typically occurs at the project site.
Initial Engineering	30% plans to reviewers. Stakeholders provide review and feedback on the approved Typical Section.
Public Information Workshop	Tentative date to conduct a public information workshop. Date may differ than final workshop date.
Constructability Plans	60% plans to reviewers. At this time most of the Design is complete, no scope discussion, review focuses on items to be constructed, their construction impacts, and materials to be used.
Plans Specification and Estimates (PSE) Meeting	FDOT PM arranges field review with all reviewers to evaluate the final engineering plans with respect to actual field conditions.
Biddability Plans to Reviewers	90% plans. At this time, Design is complete. Verifying quantities and pay items.
Production	100% plans. Plans are complete.
Local Agency Program (LAP) Commitment	Agency and FDOT commits the project funds and budget to the Legislature and the Governor's office.
Letting	Bids are opened and the apparent low bid contract is determined. Construction typically begins 4 to 6 months after letting.
Construction Notice to Proceed (NTP)	Construction starts. Construction dates for FDOT administered projects can be found through the FDOT Operations Center.

For more information on a project, please contact the FDOT District 4 office at 954.486.1400 and ask to be transferred to the FDOT Project Manager for the specific project. For the FDOT copy of the report with the full project schedule, contact Claudette de los Santos at Claudette.DeLosSantos@dot.state.fl.us or 954.777.4208

Please note, the dates shown in this report are a snapshot and dates can change frequently. Updated reports are requested monthly from FDOT.

FM #	Location	Type of Work	Lead Agency	Phase Milestone	Date
SIS Capacity					
4378681	SOUTHERN BLVD/SR-80 AT SR-7/US-441	ADD TURN LANE(S)	FDOT	Public Information Workshop	6/21/2023
4127331	I-95 AT 10TH AVE N	INTERCHANGE - ADD LANES	FDOT	Initial Engineering	6/30/2023
4192511	BEELINE HWY/SR-710 FROM NORTHLAKE BLVD TO BLUE HERON BLVD/SR-708	ADD LANES & RECONSTRUCT	FDOT	Construction Notice to Proceed (NTP)	7/10/2023
4397581	I-95 AT INDIANTOWN RD NORTHBOUND OFF RAMP	INTERCHANGE IMPROVEMENT	FDOT	Construction Notice to Proceed (NTP)	7/18/2023
4475471	I-95 AT FOREST HILL BLVD/SR-882	SAFETY PROJECT	FDOT	Initial Engineering	7/24/2023
4353842	I-95 AT LINTON BLVD	INTERCHANGE JUSTIFICA/MODIFICA	FDOT	Initial Engineering	7/25/2023
State Road Modifications					
2296584	ATLANTIC AVE/SR-806 FROM WEST OF SR-7/US-441 TO EAST OF LYONS RD	ADD LANES & RECONSTRUCT	FDOT	Biddability	6/8/2023
4383862	US-1 FROM 59TH ST TO NORTHLAKE BLVD	BIKE LANE/SIDEWALK	FDOT	Public Information Workshop	6/22/2023
4383862	US-1 FROM 59TH ST TO NORTHLAKE BLVD	BIKE LANE/SIDEWALK	FDOT	PSE Meeting	6/29/2023
4440791	BOYNTON BEACH FROM I-95 TO US-1 AND NEARBY STREETS	BIKE LANE/SIDEWALK	FDOT	Production	7/3/2023
4400461	LAKE WORTH RD/SR-802 ROUNDABOUT PEDESTRIAN IMPROVEMENTS	PEDESTRIAN SAFETY IMPROVEMENT	FDOT	Construction Notice to Proceed (NTP)	7/25/2023
4383862	US-1 FROM 59TH ST TO NORTHLAKE BLVD	BIKE LANE/SIDEWALK	FDOT	Biddability	8/10/2023
4405755	ATLANTIC AVE/SR-806 FROM CUMBERLAND DR TO JOG RD	ADD LANES & RECONSTRUCT	FDOT	Resolution from Agency	8/17/2023
4405754	ATLANTIC AVE/SR-806 FROM FLORIDA'S TURNPIKE TO CUMBERLAND DR	ADD LANES & RECONSTRUCT	FDOT	Resolution from Agency	8/17/2023
Local Initiatives Program					
4415321	BARWICK RD FROM WEST ATLANTIC AVE TO LAKE IDA RD	BIKE LANE/SIDEWALK	DELRAY BEACH	LAP Commitment	6/2/2023
4415701	36TH STREET FROM N AUSTRALIAN AVE TO NORTH FLAGLER DR	BIKE LANE/SIDEWALK	FDOT	Public Information Workshop	6/12/2023
4415701	36TH STREET FROM N AUSTRALIAN AVE TO NORTH FLAGLER DR	BIKE LANE/SIDEWALK	FDOT	Biddability	7/6/2023
Transportation Alternatives Program					
4483031	CHERRY RD FROM MILITARY TRAIL TO QUAIL DR	BIKE LANE/SIDEWALK	PALM BEACH COUNTY	Production	7/3/2023
4400151	WEST PALM BEACH - NORTH SHORE PEDESTRIAN BRIDGE	PEDESTRIAN/WILDLIFE OVERPASS	FDOT	Production	8/7/2023
Other FDOT & Local Projects					
4465511	BEELINE HWY/SR-710 FROM MARTIN COUNTY LINE TO OLD DIXIE HWY	ARTERIAL TRAFFIC MGMT SYSTEMS	FDOT	PSE Meeting	5/30/2023
4470011	INTERSECTION LIGHTING RETROFIT IMPROVEMENT	LIGHTING	FDOT	PSE Meeting	5/30/2023
4331093	I-95 FROM BROWARD COUNTY LINE TO LINTON BLVD - EXPRESS LANES	LANDSCAPING	FDOT	Letting	6/2/2023
4470011	INTERSECTION LIGHTING RETROFIT IMPROVEMENT	LIGHTING	FDOT	Biddability	6/8/2023
4465511	BEELINE HWY/SR-710 FROM MARTIN COUNTY LINE TO OLD DIXIE HWY	ARTERIAL TRAFFIC MGMT SYSTEMS	FDOT	Biddability	6/8/2023
4456281	INTERSECTION LIGHTING IMPROVEMENTS- PALM BEACH COUNTY	LIGHTING	FDOT	Biddability	6/8/2023
4443401	I-95 AT 6TH AVE S	LANDSCAPING	FDOT	Constructability Plans	6/9/2023

FM #	Location	Type of Work	Lead Agency	Phase Milestone	Date
4443441	I-95 FROM SOUTH OF SPANISH RIVER BLVD TO NORTH OF YAMATO RD	LANDSCAPING	FDOT	PSE Meeting	7/25/2023
4502131	I-95 AT ATLANTIC AVE/SR-806	LANDSCAPING	FDOT	PSE Meeting	7/25/2023
4438431	LAKE WORTH RD/SR-802 AT HAVERHILL RD	INTERSECTION IMPROVEMENT	FDOT	Letting	7/26/2023
4495201	ADVANCED WRONG WAY DETECTION SYSTEM PALM BEACH COUNTY	ITS COMMUNICATION SYSTEM	FDOT	Production	8/7/2023
4492551	I-95 AT DONALD ROSS RD	LANDSCAPING	FDOT	Constructability Plans	8/9/2023
4484391	BEELINE HWY/SR-710 FROM W OF PARK COMMERCE BLVD TO E OF AVIATION BLVD	RESURFACING	FDOT	Resolution from Agency	8/10/2023
4492831	ATLANTIC AVE/SR-806 AT HOMEWOOD BLVD,SR-704 AT HAVERHILL RD	TRAFFIC SIGNAL UPDATE	FDOT	Initial Engineering	8/15/2023
4331093	I-95 FROM BROWARD COUNTY LINE TO LINTON BLVD - EXPRESS LANES	LANDSCAPING	FDOT	Construction Notice to Proceed (NTP)	8/15/2023
4443441	I-95 FROM SOUTH OF SPANISH RIVER BLVD TO NORTH OF YAMATO RD	LANDSCAPING	FDOT	Biddability	8/17/2023
4502131	I-95 AT ATLANTIC AVE/SR-806	LANDSCAPING	FDOT	Biddability	8/17/2023
Major Maintenance					
4461741	PGA BLVD/SR-786 FROM EAST OF I-95 TO E OF FAIRCHILD GARDENS AVE	RESURFACING	FDOT	Production	6/5/2023
4461761	SR-A1A FROM S OF JOHN D MACARTHUR ENTRANCE TO PORTAGE LANDING NORTH	RESURFACING	FDOT	Biddability	6/8/2023
4414661	SPANISH RIVER BLVD/SR-800 OVER ICWW	BRIDGE-REPAIR/REHABILITATION	FDOT	Letting	6/14/2023
4476651	BOYNTON BEACH BLVD/SR-804 FROM SR-7/US-441 TO LYONS RD	RESURFACING	FDOT	Constructability Plans	6/14/2023
4476701	SR-7/US-441 FROM GLADES RD TO NORTH OF BRIDGE BROOK DR	RESURFACING	FDOT	Initial Engineering	6/15/2023
4484171	SR-A1A/OCEAN BLVD FROM NORTH OF IBIS WAY TO S OF SR-80/SOUTHERN BLVD	RESURFACING	FDOT	Initial Field Review	6/15/2023
4476581	US-1 FROM BAILEY ST TO HARBOURSIDE DR	RESURFACING	FDOT	Constructability Plans	6/22/2023
4398451	SR-715 FROM SR-80 TO W OF CANAL ST SOUTH	RESURFACING	FDOT	Construction Notice to Proceed (NTP)	6/26/2023
4461001	SR-80 FROM SR-25/US-27 TO EAST OF GLADES GLEN DR	RESURFACING	FDOT	Construction Notice to Proceed (NTP)	6/26/2023
4461041	LAKE AVE/LUCERNE AVE FROM EAST OF A ST TO EAST OF GOLFFVIEW RD	RESURFACING	FDOT	Letting	7/7/2023
4484371	BOYNTON BEACH BLVD/SR-804 FROM ORCHID GROVE TRL TO WEST OF PALM ISLES DR	RESURFACING	FDOT	Initial Field Review	7/21/2023
4484151	US-1/SR-5 FROM BELVEDERE RD TO SR-704/LAKEVIEW AVE	RESURFACING	FDOT	Initial Field Review	7/21/2023
4476601	SR-5/FEDERAL HWY FROM 6TH AVE N TO ARLINGTON RD	RESURFACING	FDOT	Constructability Plans	7/28/2023
4476671	BOYNTON BEACH BLVD/SR-804 FROM N CONGRESS AVE TO NW 8TH ST	RESURFACING	FDOT	Constructability Plans	7/28/2023
4476691	E OCEAN AVE/SR-804 FROM US-1/SR-5 TO A1A	RESURFACING	FDOT	Constructability Plans	7/28/2023
4463731	SR-882/FOREST HILL BLVD FR E OF LAKE CLARKE DRIVE TO US-1/DIXIE HWY	RESURFACING	FDOT	Agency Scope Review	8/2/2023
4476611	SR A1A FROM SE 31ST TO SOUTH OF GRAND CT	RESURFACING	FDOT	Public Information Workshop	8/4/2023
4498351	US-27/SR-25 FROM MP 12.7 TO MP 16	RESURFACING	FDOT	Execution Date (Design)	8/4/2023

FM #	Location	Type of Work	Lead Agency	Phase Milestone	Date
4476571	YAMATO RD/SR-794 FROM WEST OF I-95 TO US-1/FEDERAL HWY	RESURFACING	FDOT	Public Information Workshop	8/4/2023
4444771	SR-A1A FROM SOUTH OF GRAND BAY CT TO SOUTH OF LINTON BLVD	RESURFACING	FDOT	Production	8/7/2023
4461731	SR-5/FEDERAL HWY FROM SOUTH OF 10TH AVE S TO 6TH AVE N	RESURFACING	FDOT	Production	8/7/2023
4414661	SPANISH RIVER BLVD/SR-800 OVER ICWW	BRIDGE-REPAIR/REHABILITATION	FDOT	Construction Notice to Proceed (NTP)	8/10/2023
4476611	SR A1A FROM SE 31ST TO SOUTH OF GRAND CT	RESURFACING	FDOT	PSE Meeting	8/11/2023



2022 - 2023 VISION ZERO STATUS REPORT CARD

Policy, Funding, and Cultural Related Actions

#	Action	Outcome	Status	Notes
Policy Action				
1.1	Produce a Vision Zero annual report and proactively seek feedback and research latest Vision Zero best practices.	Annual Report in June		Publishing in June 2023. Staff is a member of Florida's Pedestrian and Bicycle Safety Coalition that meets regularly to discuss statewide best practices.
1.2	Include safety changes in TPA legislation and policy positions.	Federal and State Law Changes		The TPA participates in the creation of the policy positions of the Florida Metropolitan Planning Organizations Advisory Council (MPOAC).
1.3	Identify target speeds for high crash corridors based on context classification and safety.	Map of High Crash Corridors with Identified Target Speed		Began scope of work for project, will continue into FY 24.
1.4	Collaborate with State partners to create a consistent process for displaying the safety analysis included in TIP projects.	Safety Analysis Checklist		TPA staff requests FDOT and consultants to include safety analysis in project design presentations to TPA Board and committees. TPA staff is researching the FDOT safety analysis requirements for all PDE and PE and plans on working on a checklist in the future and/or best examples of safety analysis in presentations.
1.5	Work with the School District of Palm Beach County to require safe walking, biking, and driving curriculums in elementary, middle, and high schools.	New Regulations		Discussions held with school district on curriculum. TPA staff will continue to provide materials and messaging to teachers at the beginning of each school year to encourage implementation of walk and bicycle safety curriculum into the lesson plans. Requiring school district implementation of safety curriculums is a long-term action that will need to be led and approved by the school district.
Funding Action				
2.1	Work with signal maintaining agencies to make signalized intersection crossings more pedestrian friendly.	5 Intersections Modified Per Year		<p>TPA staff worked with the following partners to update their pedestrian and traffic signals:</p> <ul style="list-style-type: none"> Palm Beach County applied for a LI and SRM grant to fund county-wide signal upgrades at 13 different locations, in addition to adding flashing yellow arrows for left turns and where applicable, right turns in 42 traffic signals in 2023. The City of Boca Raton applied for a TA grant to fund pedestrian and bicycle signal improvements at the NW 6th Way/Spanish River



				<p>Blvd intersection, in addition to a LI grant for pedestrian and traffic signal improvements at various locations in 2023.</p> <ul style="list-style-type: none"> Staff also conducted a Walk Bike Safety Audit at Lake Worth Middle School on January 11, 2023 and is working with FDOT and the county for signal improvements.
2.2	Evaluate safety aspects of TPA-funded projects one to five years after construction completion.	Before/After Studies		Staff has created a template and is evaluating recently completed TPA funded projects. An interactive dashboard is in development for the status of TPA projects that will also consider the inclusion of safety summaries.
Culture Action				
3.1	Provide reviews of fatal pedestrian and bicycle crash reports, including observations and potential actions.	Quarterly Fatal Crash Reports		Q1-Q3 Reports have been published. Q4/Annual Report expected June 2023.
3.2	Collaborate with roadway owners to maintain a detailed data inventory for federal-aid eligible roadways that includes typical section attributes to provide more effective analysis of complete streets opportunities.	Established Data Inventory Structure by June 2022		Staff is researching best practice and a switch to the All Roads Network of Linear Referenced Data (ARNOLD) and integrating additional needs into the network, including pedestrian and bicycle facilities. Staff may consider consultant support for FY 24.
3.3	Implement a Vision Zero media and public education campaign.	Vision Zero Outreach Toolkit by June 2022		Media toolkit published on the website. Staff will create a calendar of events and place more crash information resources on the website to aid media, partners, and the public.
3.4	Host an annual Vision Zero workshop for local communities and agencies.	Workshop Held		Vision Zero Action Plan Workshop held on 4/28/2023 with 55 participants.
3.5	Host Vision Zero safety events and/or participate in other local events to encourage safety, emphasizing traditionally underserved communities.	Participation in One Safety Event Per Year		<p>Staff held and participated in the following events:</p> <ul style="list-style-type: none"> Hosted Safe Bicycling Webinar March 7, 2023 Hosted Helmet Fitting Training March 2, 2023 Participated in FDOT's Mobility Week October 21-28, 2022 Participated in Elementary and Secondary Physical Education School Training event in August 5 and 8, 2022 to spread awareness on pedestrian and bicycle safety. Participated in the Wellington Safety Fair on October 8, 2022 to spread awareness on Vision Zero and encourage safety for all users.

PEDESTRIAN & BICYCLE QUARTERLY CRASH REPORT



QUARTER

4

2022

Quarter 4 (Q4) Crash Analysis

The Palm Beach Transportation Planning Agency (TPA) has adopted Vision Zero – a goal to eliminate all traffic-related fatalities and serious injuries (also referred to as “Incapacitating Injuries”) in Palm Beach County. One emphasis area of the Vision Zero Action Plan places emphasis on some of the most vulnerable and disproportionately impacted roadway users: pedestrians and bicyclists.

The TPA’s Vision Zero Action Plan (VZAP) Culture Action 3.1 requires the agency to create a quarterly summary of crashes involving a pedestrian or bicyclist to provide understandable information to the public and stakeholders. This policy requires the TPA to provide observations and actions related to fatal crashes within the planning area. Serious injury crashes have been included starting in the second quarter of 2022.

An annual report is published in June of every year providing an overview of the progress towards the goal of zero fatalities and serious injuries on our roadways by 2030. The annual report includes information related to crash trends, research and feedback for future analysis by stakeholders and partners.

Crash Trends to Watch

- October 1 to December 31 (Q4, 2022) had a total of 59 serious injury or fatality related crashes involving people walking or people bicycling, an increase of 11 crashes from Q3.
- Roads with a posted speed limit of 45mph or above had the highest crash rates
- Crashes involving people biking primarily occurred on arterial roads, continuing a trend of this crash type on this functional classification system.
- A large proportion of crashes involving pedestrians occurred mid-block (78%).
- Distracted driving continues to be a leading characteristic for drivers and there was a notable number of ageing drivers involved in crashes.
- 51% of the mapped crashes were on the Palm Beach TPA’s High Injury Network (HIN).
- A strong concentration of crashes were located in the medium to very high on the high area of the Traditionally Underserved Index in Central Palm Beach County.

Report Alignment

A. Florida Department of Transportation (FDOT) Strategic Highway Safety Plan (SHSP)

The SHSP is a statewide safety plan developed by FDOT and its safety partners as a framework for eliminating fatalities and serious injuries on all public roads. This framework is the guide for how Florida’s traffic safety partners will move toward the vision of a fatality-free transportation system during the next five years. To achieve this vision, this SHSP affirms the target of zero traffic fatalities and serious injuries.

B. FDOT Pedestrian and Bicycle Safety Plan



This Pedestrian and Bicycle Strategic Safety Plan (PBSSP) advances this safety vision by supporting the safety of people walking and biking and aligning with the principles set forth by the Pedestrian and Bicyclist Emphasis Area of the Strategic Highway Safety Plan (SHSP). The PBSSP is charged with implementing this plan and consists of federal, state and local safety partners, stakeholders, and safety advocates.

C. Palm Beach County Local Road Safety Plan and Municipal Safety Plans

The Palm Beach County Local Road Safety Plan (LRSP) is a comprehensive plan that provides a framework for reducing the number of fatalities and serious injuries associated with crashes that occur on Palm Beach County's (hereafter, "the County's") roadway system. The information in this LRSP draws on best practices in safety planning from documents prepared by the Federal Highway Administration (FHWA), the American Association of State Highway and Transportation Officials, the National Cooperative Highway Research Program, the National Highway Traffic Safety Administration, as well as state and local safety partners. The LRSP supports statewide goals and priorities established in the Florida Strategic Highway Safety Plan (SHSP), including Florida's vision of "A Fatality Free Roadway System".

D. Local Governments

To date, 11 Municipalities have adopted a Vision Zero Goal, including a target date to eliminate traffic fatalities and serious injuries. The map below indicates the agencies with an adopted Vision Zero Goal in Palm Beach County.



Summary Table of Q4 Crashes

The table below displays a summary of crashes that involved serious injuries or fatalities and occurred in Quarter 4 from October 1st to December 31st, 2022. More than half of the total crashes took place in the incorporated areas of the county, with a total of 38 crashes, whereas the unincorporated areas had a total of 21 crashes. There was a slight decrease in fatal crashes accounting for 32% of the total crashes from the previous quarter at 36%.

Crash Report #	Jurisdiction	Crash Severity	Crash Report #	Jurisdiction	Crash Severity
Pedestrian			25533067	Unincorporated	Serious Injury
24849705	Delray Beach	Serious Injury	25533260	Belle Glade	Serious Injury
24849987	Delray Beach	Serious Injury	25592228	Palm Springs	Fatality
25092243	North Palm Beach	Serious Injury	Total Mapped/Unmapped		37/0
25143579	Boca Raton	Fatality	Bicyclist		
25143982	Boca Raton	Serious Injury	25143753	Boca Raton	Serious Injury
25144259	Boca Raton	Serious Injury	25143870	Boca Raton	Serious Injury
25181937	Boynton Beach	Fatality	25444623	West Palm Beach	Serious Injury
25181955	Boynton Beach	Fatality	25444633	West Palm Beach	Serious Injury
25182061	Boynton Beach	Serious Injury	25444723	West Palm Beach	Fatality
25444067	West Palm Beach	Fatality	25456754	Jupiter	Serious Injury
25494747	Delray Beach	Serious Injury	25494417	Delray Beach	Serious Injury
25494852	Delray Beach	Serious Injury	25494583	Delray Beach	Serious Injury
25527641	Royal Palm Beach	Serious Injury	25527988	Unincorporated	Fatality
25527882	Unincorporated	Serious Injury	25528265	Unincorporated	Serious Injury
25528279	Unincorporated	Serious Injury	25528840	Unincorporated	Serious Injury
25528402	Unincorporated	Serious Injury	25530772	Unincorporated	Fatality
25528420	Unincorporated	Fatality	25532378	South Bay	Fatality
25528537	Unincorporated	Fatality	25532648	Lake Worth	Serious Injury
25528560	Unincorporated	Serious Injury	25532797	West Palm Beach	Serious Injury
25528641	Unincorporated	Serious Injury	25592258	Palm Springs	Serious Injury
25528909	Unincorporated	Serious Injury	Total Mapped/Unmapped		16/0
25529029	Unincorporated	Fatality	*Crash data retrieved 2/28/2023		
25529843	Unincorporated	Fatality			
25530036	Unincorporated	Serious Injury			
25530199	Royal Palm Beach	Serious Injury			
25530277	Lake Worth	Serious Injury			
25530447	Loxahatchee Groves	Serious Injury			
25530631	Unincorporated	Serious Injury			
25530702	Unincorporated	Serious Injury			
25530958	Unincorporated	Serious Injury			
25532295	West Palm Beach	Fatality			
25532544	Unincorporated	Serious Injury			
25532782	Unincorporated	Fatality			
25532834	Lake Worth	Serious Injury			



Crash Trends Deep Dive

This deep dive aligns the FDOT's Florida Strategic Highway Safety Plan (SHSP) Emphasis Areas for crashes and the TPA's High Injury Network (HIN) considerations, and other trending topics to summarize the conditions in table. This information is useful when looking at long term crash trends to better determine when crash modification factors may necessitate changes to roadways.

The consecutive pages provide an analysis of Q4's crash conditions with the following three maps:

- **Pedestrian and Bicycle Crashes:** An overall analysis of the pedestrian and bicycle crashes occurred during the fourth quarter, broken down by crash severity.
- **Crashes on the High Injury Network within Palm Beach County:** An overlay of the crashes on the HIN within PBC. The corridors on the HIN were selected based on the roads with the most fatal and serious injuries, as identified on the TPA's 2021 Vision Zero Action Plan. The TPA's HIN has 20 identified intersections and approximately 50 corridors.
- **Crashes on the Traditionally Underserved Index:** An overlay of the crashes on the Traditionally Underserved Index. To maintain consistency with the TPA's 2021 Vision Zero Action Plan, an equity component was analyzed by prioritizing our traditionally underserved communities on areas where residents likely lack transportation access due to demographic conditions, low income, or a historical lack of services.

Moreover, FDOT conducted a review of Florida's traffic safety resources and analysis of crash data to identify the preeminent crash factors by emphasis area. The five emphasis areas identified on FDOT's SHSP are the following: Roadways, Road Users, User Behavior, Traffic Records and Information Systems, and Evolving emphasis areas. This report only includes the top three emphasis areas organized as such: Roadway, Human Behavior, and Socioeconomic Conditions. The TPA's determination for this selection was based on crash frequency and data availability.

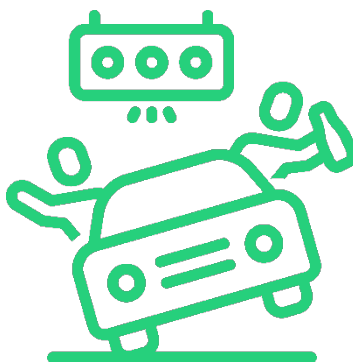
ROADWAY

CONDITIONS



HUMAN

BEHAVIOR

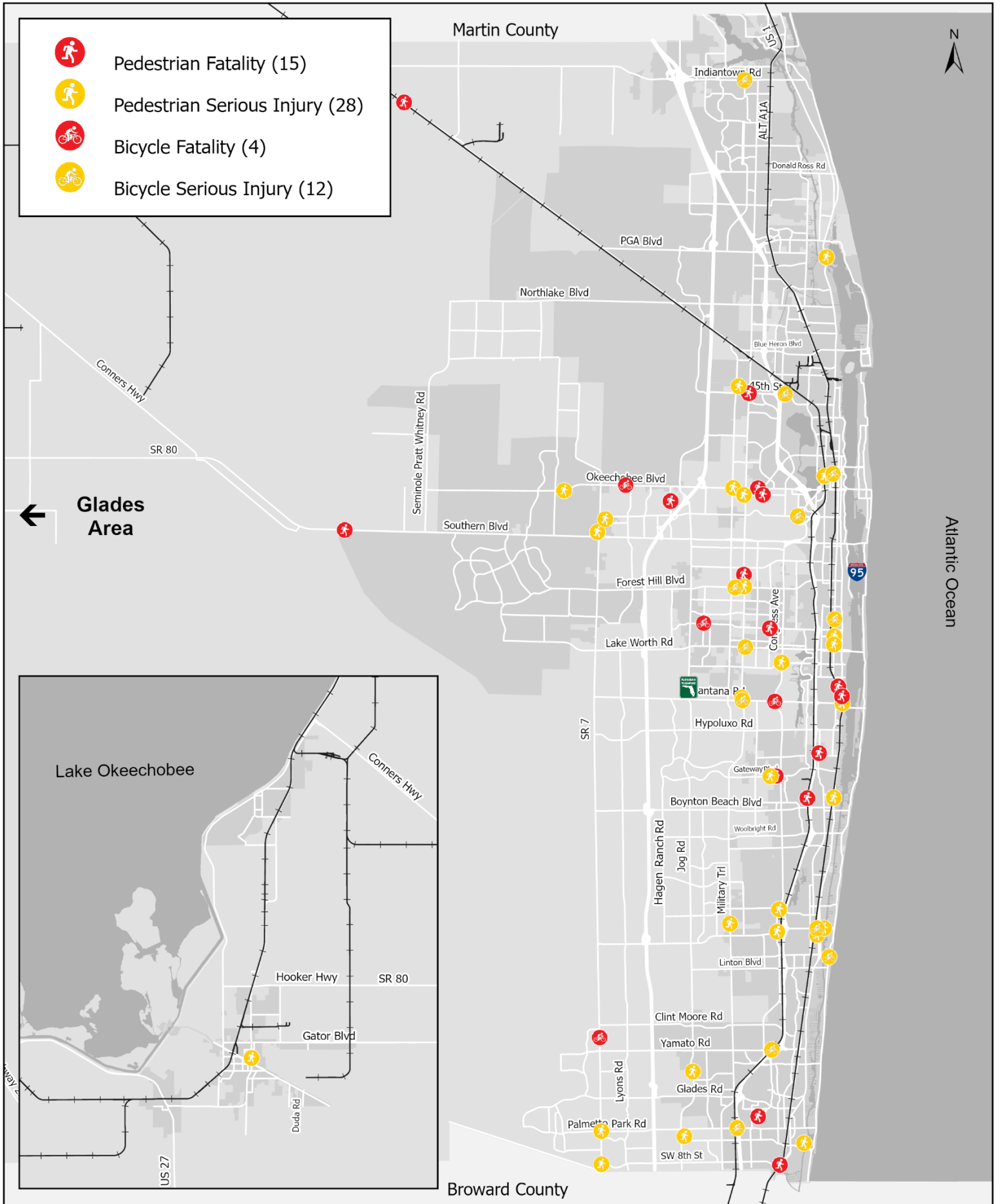


SOCIOECONOMIC

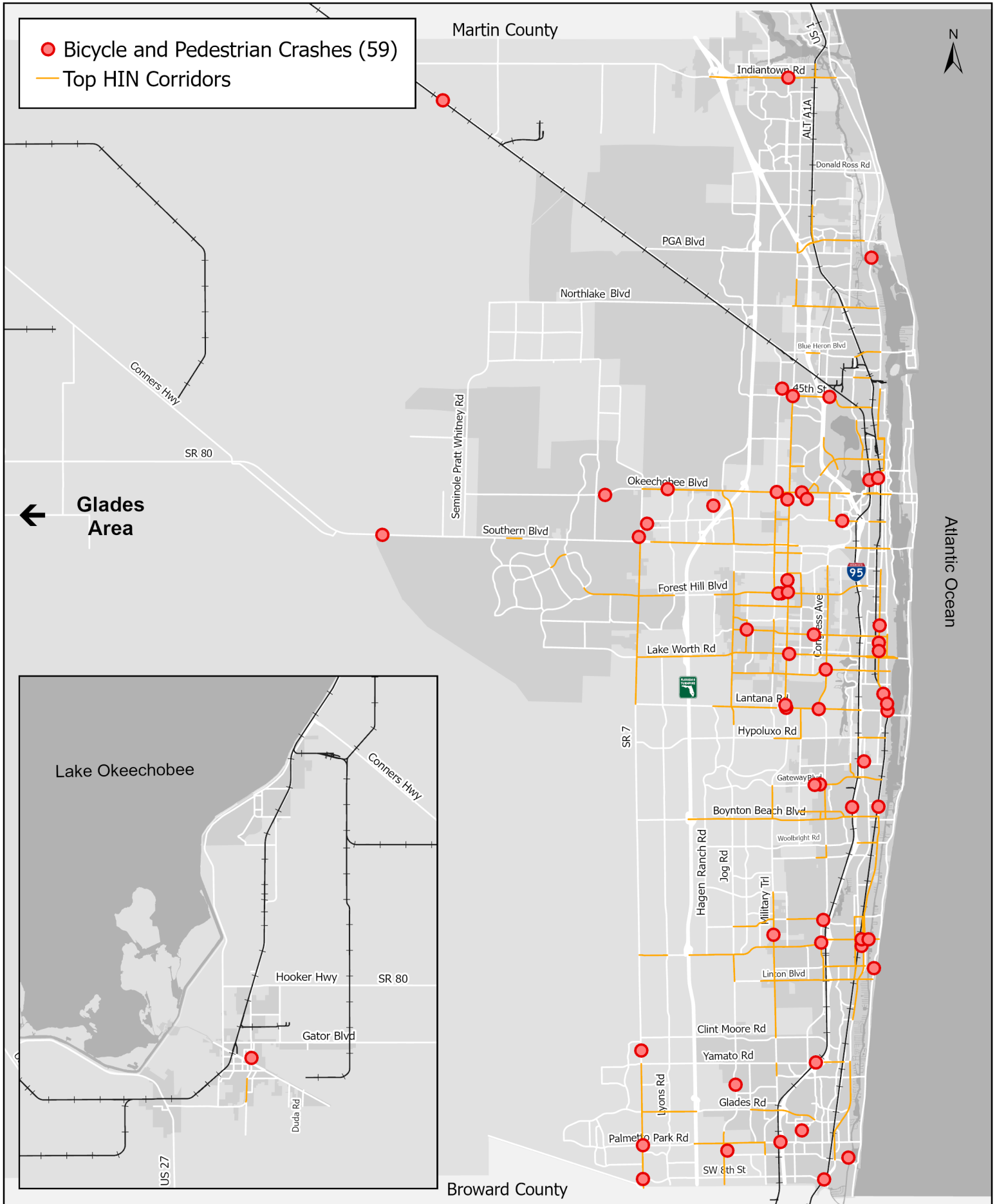
CONDITIONS



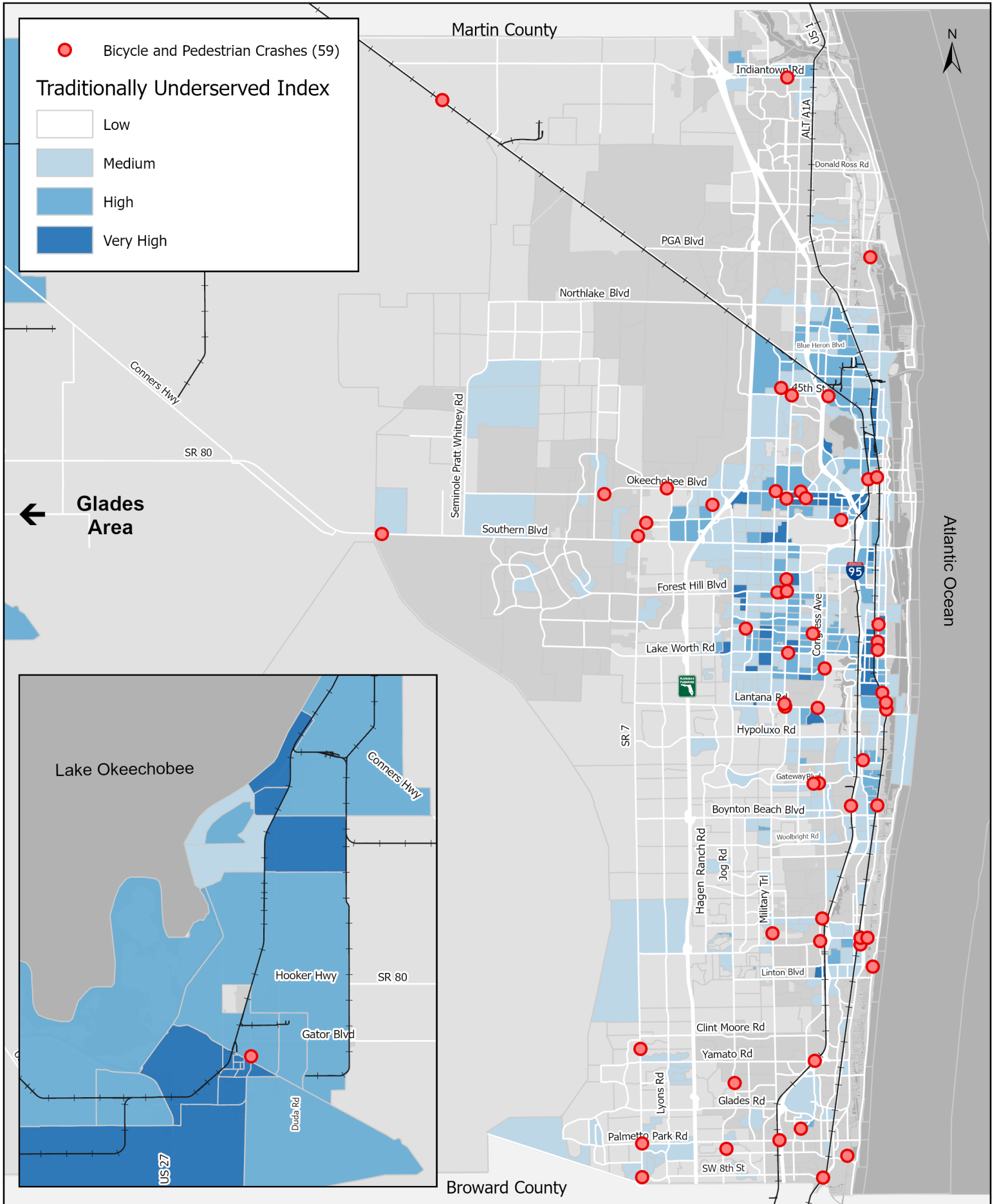
Ped/Bike Crashes - October 1 to December 31, 2022



Crashes on the High Injury Network within Palm Beach County



Crashes on the Traditionally Underserved Index



Roadway, Human Behavior, and Socioeconomic Conditions Analysis

	Quarter 1		Quarter 2		Quarter 3		Quarter 4	
	Pedestrian	Bicyclist	Pedestrian	Bicyclist	Pedestrian	Bicyclist	Pedestrian	Bicyclist
Total Crashes	48	14	29	10	38	14	43	16
Fatalities	20	5	11	1	17	4	15	4
Serious Injuries	28	9	18	9	21	10	28	12
Roadway Conditions								
Posted Speed Limit								
>30	13	3	8	3	14	4	11	2
35-40	20	7	11	3	5	4	9	4
45>	15	4	6	3	14	5	17	10
Intersections								
Mid-Block	23	6	15	4	31	3	29	7
Intersection	14	6	4	5	7	11	8	9
Number of Lanes								
2 Lane	18	7	11	3	14	6	10	4
3-4 Lane	14	6	6	1	8	3	8	3
5 > Lane	16	1	7	5	11	4	19	9
Functional Classification								
Major Arterial	14	2	6	8	11	4	14	8
Minor Arterial	17	4	13	0	7	3	9	4
Major Collector	6	7	4	0	4	3	4	2
Minor Collector	6	1	2	1	3	0	1	2
Local Road	5	0	1	0	8	3	9	0
Lane Departure								
Crashes	5	1	5	1	6	0	3	1
Surface Conditions								
Wet Road	5	0	5	0	3	2	6	1
Dry Road	42	14	21	10	30	11	31	15
Lighting Conditions								
Daytime	23	13	11	8	12	10	23	9
Nighttime	25	1	18	2	21	4	14	7
Rail Crossings								
Trespassers	4	0	0	0	5	0	6	0
Human Behaviors								
Impaired Driving	4	1	1	0	0	0	0	1
Distracted Driving	11	0	5	1	10	2	1	2
Speeding and Aggressive Driving	0	0	2	1	0	1	0	1
Socioeconomic Conditions								
Aging Driver	9	4	3	2	6	1	5	4
Teen Driver	2	0	2	2	1	0	0	0



TPA Reporting

To track the progress made since updating the TPA's 2021 Vision Zero Action Plan, the following actions were applied during the fourth quarter to help reach our Vision Zero goal:

- Supported the adoption of a Vision Zero Resolution for the City of Boca Raton to establish a commitment of the investment of projects that will help eliminate fatal and serious injuries.
- Supported the following agencies in applying for discretionary grants to fund transportation improvements:
 - City of West Palm Beach for the Reconnecting Communities/ Rail Closures "Building Bridges" grant
 - Palm Beach County for the SMART Program Grant
 - City of Boca Raton for the SMART Program Grant
 - Brightline for the Consolidated Rail Infrastructure & Safety Improvements (CRISI)
 - South Florida Regional Transportation Authority (SFRTA) for the Rail Vehicle Replacement Program
- Attended Florida's Pedestrian and Bicycle Safety Coalition meeting to stay up to date on the latest pedestrian and bicycle state laws, crash data reporting, and statewide Vision Zero efforts
- Participated in two (2) safety events to spread awareness on Vision Zero, pedestrian and bicycle state laws, and safety resources emphasizing traditionally underserved communities
- Collaborated with our partners to assist with project identification and grant application submittals

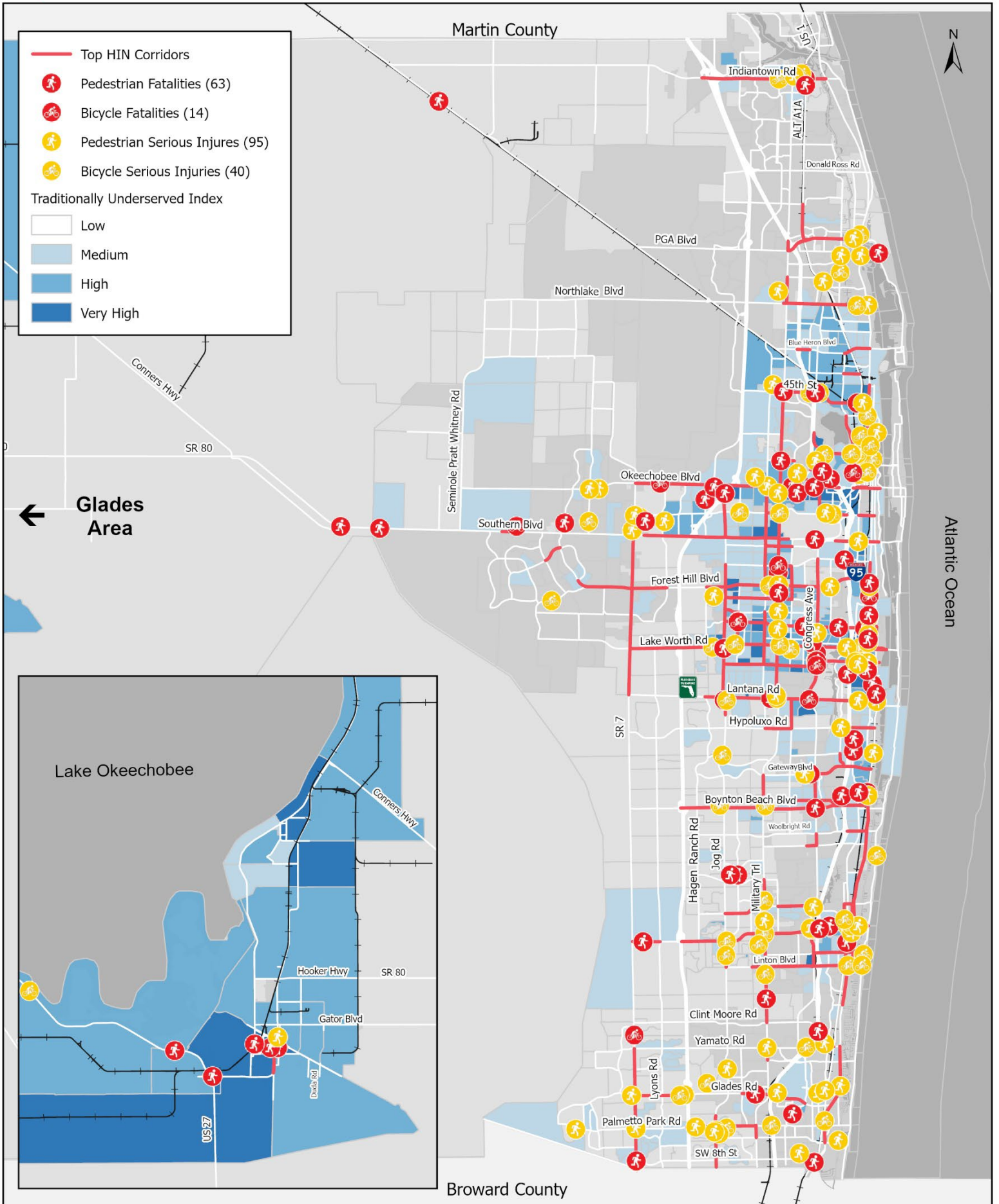
The TPA will continue to encourage agencies to develop comprehensive roadway safety action plans and utilize resources and grants available to develop such materials.



2022 PEDESTRIAN & BICYCLE CRASH ANALYSIS



2022 Summary: Pedestrian and Bicycle Crashes



The following table displays crash data from 2018-2022 and breaks down the data by crash type, severity, and contributing factors. While the total number of crashes in Palm Beach County has not increased significantly, there has been a **46% increase** in pedestrian and bicycle deaths since 2018. The number of overall crash fatalities also increased to an all-time high in 2022. At the same time, there was a notable surge in reports of distracted driving.

	5-Year Summary Crashes					Total
	2018	2019	2020	2021	2022	
Bicycle Fatalities and Serious Injuries	62	52	68	46	54	282
Pedestrian Fatalities and Serious Injuries	156	157	127	134	158	732
Vehicle and Motorcycle Crashes	53,885	55,387	42,146	49,100	49,854	250,372
Total Fatalities for Pedestrians and Bicyclists	48	47	56	56	70	284
Total Fatalities for All Crashes	183	174	186	215	221	979
Total Crashes of All Types	55,095	56,655	43,205	50,286	51,212	256,453
Roadway Conditions						
Lane Departures	27	20	26	18	22	113
Intersection-Related	61	67	76	53	64	321
Rail Crossing Fatalities and Serious Injuries	13	15	4	8	15	55
Human Behavior						
Impaired Driving	11	7	14	10	7	49
Speeding and Aggressive Driving	7	13	13	4	5	42
Distracted Driving	5	9	17	15	32	78
Socioeconomic Conditions						
Aging Drivers	27	41	25	38	34	165
Teen Drivers	9	7	10	10	7	43



Background Information and Sources

The TPA works collaboratively with Palm Beach County (PBC), FDOT, local municipalities and other partners to align strategies and funding within programs to eliminate crashes that result in a serious injury or fatality.

Data Notes

The information contained within this report was downloaded from Signal Four Analytics – University of Florida GeoPlan and the Federal Railroad Administration Office of Safety Analysis data portal and reformatted for this analysis. Please note that the information provided within this report is preliminary and subject to change.

- Signal 4 Analytics: This web-based interactive tool allows government employees and consultants working on behalf of government agencies the ability to view crash reports, produce maps, and interact with data to analyze area trends. [S4Analytics \(signal4analytics.com\)](https://signal4analytics.com) More information on the data is available from the Signal 4 Analytics Data Dictionary. [S4 Data Dictionary.pdf \(signal4analytics.com\)](#). Data for this quarter was retrieved April 13, 2023.
- US Department of Transportation: Federal Railroad Administration: This site shares railroad safety information including accident, incident, inventory, and highway-rail crossing data with the public. [FRA Safety Data & Reporting | FRA \(dot.gov\)](#) Data for this quarter was retrieved April 13, 2023.

*Disclaimer: Every effort has been made to provide data that is current and accurate. All data is considered preliminary until the year is reconciled and closed out by the FLHSMV, and thus certain adjustments may be made to verify the data where clerical errors are noted. The following data was not included in Signal 4 Analytics and was obtained through other means.

- Posted Speed Limit: Posted speed limit data not included in Signal 4 Analytics. Data was obtained through individual crash reports.
- Functional Classification: Functional Classification data not included in Signal 4 Analytics. Additional spatial analysis was performed to obtain this data.
- Intersection – Mid-Block Crossing: Mid-Block Crossing data not included in Signal 4 Analytics. Data was obtained through individual crash reports and further analysis of conditions.

Important Safety Contacts

Palm Beach County

- Motasem Al-Turk, Division Manager
Palm Beach County Traffic Division
malturk@pbcgov.org
(561) 684-4030
- Fadi Emil Nassar, Manager, Traffic Engineering Operations
Palm Beach County Traffic Division
fnassar@pbcgov.org
(561) 684-4030

FDOT District Four

- Katie Kehres, District Four Safety Administrator
District Safety Office
Katherine.kehres@dot.state.fl.us
(772) 429-4889
- Yujing “Tracey” Xie, District Four Traffic Safety Program Engineer
District Safety Office
Yujing.xie@dot.state.fl.us
(954) 777-435



FLORIDA DEPARTMENT OF TRANSPORTATION
MPO JOINT CERTIFICATION STATEMENT

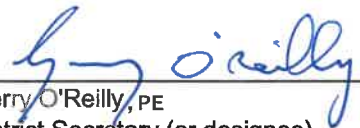
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POLICY PLANNING
02/18

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

1. 23 U.S.C. 134 and 49 U.S.C. 5303;
2. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 C.F.R. Part 21
3. 49 U.S.C. 5332 prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
4. Section 1101(b) of the FAST Act and 49 C.F.R. Part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
5. 23 C.F.R. Part 230 regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
6. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and the regulations found in 49 C.F.R. Parts 27, 37, and 38;
7. The Older Americans Act, as amended (42 U.S.C. 6101) prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
8. Section 324 of 23 U.S.C. regarding the prohibition of discrimination on the basis of gender; and
9. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 C.F.R. Part 27 regarding discrimination against individuals with disabilities.

Included in this certification package is a summary of noteworthy achievements by the MPO, attachments associated with these achievements, and (if applicable) a list of any recommendations and/or corrective actions. The contents of this Joint Certification Package have been reviewed by the MPO and accurately reflect the results of the joint certification review meeting held on February 13, 2023.

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



Name: Gerry O'Reilly, PE
Title: District Secretary (or designee)

6-1-23

Date



Name: Valerie Neilson
Title: Palm Beach TPA Executive Director

05/12/2023

Date

Part 1 Section 5: Noteworthy Practices & Achievements

One purpose of the certification process is to identify improvements in the metropolitan transportation planning process through recognition and sharing of noteworthy practices. Please provide a list of the MPOs noteworthy practices and achievements below.

Engage the Public

- Redesigned the TPA website to create a better user experience, greater ADA accessibility, easier navigation, tools and resources and a new meeting platform.
- Updated the TPA's bi-weekly newsletter to increase our open rate to an average of 34% and our click rate to an average of 2%, both being above the industry average.
- Increased public awareness of the TPA by securing media placements in dozens of television, radio and print stories and establishing new relationships with local reporters to continue coverage in the future. The TPA has a goal of 75 unique media placements by June 30, 2023, with this goal more than 50% complete.
- Expanded TPA social media presence by increasing followers and impressions across all platforms, with a goal of reaching 4,500 total followers and 30,000 average monthly impressions by June 30, 2023. The total followers has already surpassed 4,700 followers.
- Presented to various partner agencies and groups about the TPA's work, mission and vision including local municipalities, community groups, Palm Beach County League of Cities, Safe Kids Palm Beach County, Leadership Palm Beach County, the Business Development Board of Palm Beach County, and local Chambers of Commerce.
- Hosted an in-person workshops for the Okeechobee Boulevard & SR 7 Multimodal Corridor Study and completed various other in-person and virtual outreach efforts including riding the corridor to speak with Palm Tran riders, with the study concluding in December 2022.
- Completed a "Mobility Options" video to inform the public about the ways to get around Palm Beach County, including major transit options, first-last mile connections and more.

- Provided and promoted online transportation comment map to receive public comments and suggestions to improve the transportation system.
- Created a TPA Resources print brochure handout and landing page for partner agencies and the public to find transportation planning tools and resources: www.palmbeachtpa.org/resources

Plan the System

- Revised the evaluation process for all pedestrian & bicycle fatal crashes on a quarterly basis to be more in line with FDOT and County Partners who conduct similar reviews. Reports are published on a quarterly basis for distribution to the TPA advisory committees and Governing Board. The implementation and coordination of the crash safety countermeasures is still being refined, although this new process will assist in identifying corridors necessary for such improvements. The reports create a sense of urgency and reminder of the significance of safety in all decisions.
- Conducted pedestrian and bicycle safety field reviews and created an interactive map to showcase the findings. Available at: PalmBeachTPA.org/WalkBikeAudits
- Completed the multimodal transportation studies on the Okeechobee Boulevard & SR 7 transit plan corridors and began work on other enhanced transit corridors identified in the Long Range Transportation Plan.
- Assisted with the installation of 1 new location for FDOT to install a continuous pedestrian and bicycle count station.
- Assisted the Village of Royal Palm Beach with the development of a Transportation Mobility Plan slated for adoption in 2023.
- Worked towards the update of the Complete Streets Design Guidelines (version 2) in collaboration with FDOT and Palm Beach County.
- Hosted two Downtown Intermodal Coordination Workshops in West Palm Beach to bring together stakeholder to discuss downtown issues related to transportation, housing, and economic development and identify potential solutions and strategies.
- Finalized an evaluation of existing SUN Trail corridors and their current conditions, as well as recommended new alignments based on existing facilities.
- Assisted North Palm Beach with a US 1 Lane Repurposing Study and Resolution to support formal application to FDOT for approval.

- Assisted the Towns of Juno Beach and Jupiter with a US 1 Roadway Configuration Study and analysis to construct bicycle lanes and shared-use paths along this roadway, including prioritization of funds and coordination with FDOT.
- Assisted the City of Lake Worth Beach with the US 1 Lane Repurposing Study, Public Outreach and will be assisting the City with the formal application to FDOT to complete the study. The TPA also conducted a safety analysis focused on utilizing roundabouts in Lake Worth Beach along SR-5.
- Assisted the City of Boca Raton by coordinating transportation improvements along Camino Real with Palm Beach County to close a bicycle lane gap between Downtown Boca Raton and A1A.
- Assisted the City of Belle Glade by coordinating transportation improvements to replace a closed pedestrian bridge located near Gove Elementary School with Palm Beach County.
- Assisted five local governments with the implementation of quiet zones along the FEC/Brightline Railroad.
- Led local Vision Zero initiatives, including advancing the TPA's Vision Zero Action Plan goals and encouraging 12 local municipalities to adopt Vision Zero Resolutions.
- Encouraged local municipalities to advance Complete Streets initiatives and projects to increase the network of sidewalks and bicycle facilities and enable safe access for all users. This included encouraging the Village of Wellington to adopt a Complete Streets Policy in 2022 and providing letters of support for TPA Board Members, City of Palm Beach Gardens Mayor Reed (2021-2022) and City of West Palm Beach Commissioner Fox (2022-2023), to participate in the National Complete Streets Champions Institute.

Prioritize Funding

- Provided letter of support to TCRPC for their application to the US Economic Development Administration for funding to add pedestrian and bicycle amenities along the East Coast Greenway.
- Provided nineteen (19) letters of support for municipalities and partner agencies seeking federal discretionary grants.

Implement Projects

- Engaged with stakeholders on 91 project reviews to promote TPA vision.
- Provided an online TIP layer during public review of the TIP and continued to maintain the TIP layer through adoption.

Collaborate with Partners

- Organized and hosted a regional Safe Streets Summit with the Broward MPO and Miami-Dade TPO in February 2022 that was held in downtown Miami.
- Hosted walk and bicycle safety audits with community and government partners in the Pine Gardens South and Limestone Creek neighborhoods of Jupiter and at Rosenwald Elementary School in South Bay to identify pedestrian and bicycle safety concerns by experiencing the built environment and recording findings through an internet-browser based tool created in-house.
- Held a Mobility and Economic Development Panel with local business, transportation and government leaders to discuss the connection between transportation and future development in Palm Beach County.
- Hosted two Downtown Intermodal Coordination Workshops with local leaders to discuss upcoming projects, challenges, and solutions in West Palm Beach.
- Coordinated a local Florida Bicycle Month ride in March 2022, inviting elected officials, municipal staff, partner agencies and the public.
- Encouraged local agencies to adopt Florida Bicycle Month Proclamations, resulting in 13 local municipal adoptions, Palm Beach County's Board of County Commissioners and the TPA Governing Board.
- Participated in the National Love to Ride Challenge in May 2022 and the Florida Love Challenge in November 2022 to compete with partner agencies and ranked #1 for agency size in Florida for the most bicycle miles logged.
- Hosted Park(ing) Day with the West Palm Beach Downtown Development Authority to draw attention to various uses for activating on-street parking spaces.
- Hosted and participated in regional partner meetings including the Business Development Board of Palm Beach County, Leadership Palm Beach County, Palm Beach County, Federal Railroad Administration, Chambers of Commerce, etc.

- Collaborated with local transportation partners, transit agency leaders, and regional MPO Directors to present on regional, statewide, and national panels.
- Coordinated with agency partners to plan and participate peer exchanges, including visiting the Miami-Dade TPO alongside elected officials from Palm Beach County to learn about Miami-Dade's enhanced transit system and partnerships to advance multimodal facilities and transit-oriented development.
- Participated in FDOT District 4's Community Traffic Safety Team quarterly meetings, including making presentations and sharing information.
- Participated in the FDOT's Pedestrian Bicycle Safety Coalition as a member of the Vision Zero emphasis area.
- Collaborated with Palm Beach County School District to encourage walk and bicycle safety education in K-12 schools and celebrating bike rWalk & Bike to School Days.
- Hosted weekly meetings with FDOT to coordinate ongoing planning efforts.
- Hosted monthly coordination meetings with Palm Beach County Engineering.
- Hosted monthly coordination meetings with Palm Tran, the local fixed route and transportation disadvantaged Community Transportation Coordinator
- Hosted quarterly coordination meetings with SFRTA.

Administer the Agency

- Maintained Bicycle Friendly Business and renewed Commuter Friendly Workplace designations.
- Continued to offer hybrid meeting options for TPA Board and advisory committees to provide easy public access to participate and provide public comment. All virtual meetings utilized the Zoom webinar platform with live closed captioning for greater accessibility.
- Adopted the FY 23 Strategic Plan with specific actions and outcomes based on TPA Board and advisory committee feedback.
- Hired and onboarded a FDOT Student Planning Intern, Staff Accountant, Transportation Planner, Multimodal Planner, Long Range Transportation Plan Coordinator, and Executive Director.

- Promoted and trained staff into the positions of Executive Assistant, Pedestrian & Bicycle Coordinator, Transit Coordinator, and Deputy Director of Multimodal.
- Renamed the Bicycle Trailways and Pedestrian Advisory Committee to the Vision Zero Advisory Committee to create a greater focus on safety.
- Provided learning opportunities for TPA staff and board members, including attendance at local workshops as well as regional, state, and national transportation planning conferences.

Part 2 Section 8: District Questions

The District may ask up to five questions at their own discretion based on experience interacting with the MPO that were not included in the sections above. Please fill in the question(s), and the response in the blanks below. This section is optional and may cover any topic area of which the District would like more information.

1. The Florida Transportation Plan (FTP) embraces a vision of how our transportation system meets the changing needs of our state. It also focuses on how we can work together to accomplish these seven goals:
 - a. Safety for all modes of transportation;
 - b. Maintaining infrastructure;
 - c. Enhance mobility;
 - d. Expand transportation choices;
 - e. Invest in the economy;
 - f. Support quality places and communities; all while
 - g. Minimizing impacts on the environment. In CY 2022, explain how and where the following were addressed and incorporated:
 - Safety
 - Enhanced Mobility
 - Resiliency and Sustainability
 - Autonomous, Connected, Electric, and Shared (ACES) mobility opportunities and impacts.

How did the MPO work with their partners to address/incorporate the four (4) above goals?

Safety

- Continued to advance Vision Zero initiatives and encourage partner agencies to adopt Vision Zero resolutions and pursue Vision Zero Action Plans. So far, twelve (12) local municipalities have adopted a Vision Zero resolutions committing to safety.
- Updated the TPA's Quarterly Crash Reports to be more in-line with the SHSP and with Palm Beach County.
- Worked to prioritize the implementation of enhanced bicycle and pedestrian facilities on multiple FDOT roadways including US-1 in Juno Beach, Jupiter, Lake Worth Beach, and North Palm Beach, Lake Worth Beach Road (FL802), Florida A1A, on a continuing and collaborative basis.
- Participated in the FDOT D4 Community Traffic Safety Team Meetings and the Statewide Pedestrian Bicycle Safety Coalition.
- Reviewed FDOT and local projects to incorporate greater safety treatments for vulnerable non-motorized users.
- Continued to have discussions with partners regarding the appropriate type of bicycle facility that is safe and encourages bike use.

- Supported discretionary grant applications for local transportation safety plans and projects.

Enhanced Mobility

- Continue to focus and prioritize safe and convenient transportation options to shift to alternative modes of transportation.
- Coordinated with FDOT, Palm Beach County, and Palm Tran on transit signal prioritization and enhanced transit shelters.
- Collaborated with transit agencies, transportation planning partners, and local municipalities to raise awareness of local mobility options, including the creation of a Mobility Options Video, hosting and promoting active transportation events, coordinating walk and bike safety audits, and participating in mobility studies and presentations.

Resiliency and sustainability:

- The TPA continues to monitor the progress of the Broward MPO SLR corridor studies to see how the TPA can implement similar studies.
- Staff participated in the creation of the North Palm Chamber Disaster Resiliency Action Plan.
- Staff integrated a greater focus on resiliency and sustainability in the scope for the upcoming 2050 LRTP.

ACES opportunities and impacts:

- Programmed TPA funding for Palm Tran electric vehicles and charging stations. Funding is set for FY 2024 and FY 2026.
- Coordinated with Palm Beach County Resiliency office and FDOT on the designated alternative fuel corridors.
- Included ACES needs analysis in the 2050 LRTP scope.

Included ACES in a potential scenario for the 2050 Regional Transportation Plan scope.

2. How will the TPA plan and partner with FDOT in identifying state/on-system facility needs, to develop projects, and incorporate them into the variety of TPA planning documents (i.e.: LRTP, LOPP, TIP, etc.)?

- The TPA has partnered with FDOT to analyze multiple state and on-system improvements for inclusion into the LRTP, LOPP, and TIP. This includes corridor studies for major transit investments and minor events such as walk/bike audits to identify minor improvements. Example projects and coordination for project development include:

- US-1 Corridor Study Improvements: Lane Repurposing in Lake Worth Beach; Roadway Reconfiguration in Juno Beach, Jupiter, North Palm Beach, and Boca Raton; Transit Signal Priority; Enhanced Bus Shelters.
- The TPA completed the Okeechobee Boulevard and SR-7 Multimodal Corridor Study that provided recommendations for future transit investment. The next step is an FDOT feasibility study in FY 2025, Transit Signal Prioritization in FY 2024, and enhanced transit shelters in FY 2025-26.
- The TPA is also committed to studying and proposing enhancements to the 561 Plan Corridors, which primarily consist of FDOT roadways as identified in the Long Range Transportation Plan. The future projects will be included in the LRTP and prioritized in the LOPP.
- FDOT continues to provide notice of upcoming resurfacing projects that may be entering the work program to allow TPA staff early feedback to potentially include additional items in the scope.

3. Describe the MPO's relationship between FDOT and other partner agencies (i.e.: Palm Beach County, SFRTA, Local Municipalities, etc.) over the past year (2022). What collaboration efforts have take place? What is working well? What areas have been improved from the previous year? What ideas/coordination could be identified to enhance the relationships?

SFRTA

- The TPA continues to work closely with SFRTA and Palm Tran on transit planning and coordination efforts. The TPA holds quarterly leadership coordination meetings with SFRTA to touch base on transit planning initiatives and status of TPA funded projects. TPA staff also serves on SFRTA's Planning Technical Advisory Committee and ADA Advisory Committee. TPA staff also works with SFRTA on updates to their agency Transit Development Plan (TDP) and coordinates to include agency targets in the TPA's Transportation Improvement Program (TIP). The TPA is currently evaluating the Tri-Rail Extension to the Veterans Affairs Complex, and Tri-Rail Coastal Link cost estimates with the SFRTA to understand the total costs of

expanding the existing service. The TPA collaborates with SFRTA to support discretionary grant applications and prioritize funding for projects such as new rail vehicles, completion of the SFRTA Northern Layover Facility, and access to transit safety improvements..

Palm Tran

- The TPA continues to work closely with Palm Tran on multimodal corridor planning studies and advancing funding and implementation for the transit and first last mile connections identified in these studies. The TPA holds monthly leadership coordination meetings with Palm Tran to touch base on transit planning initiatives and status of TPA funded projects. TPA staff also works with Palm Tran on updates to their agency TDP and coordinates to include agency targets in the TPA's TIP. In 2022, the TPA concluded a multimodal corridor planning study for Okeechobee Boulevard and SR 7, including transit supportive land use analysis, roadway and transit alternatives as well as a health impact assessment. These corridors are identified as enhanced transit corridors in the TPA's 2045 LRTP as the "561 Plan" that was developed in coordination with Palm Tran. The TPA collaborates with Palm Tran to support discretionary grant applications and prioritize funding for projects such as electric buses, transit shelters, TSP, and access to transit safety improvements.
- The TPA also works closely with Palm Tran Connection to administer the Palm Beach Transportation Disadvantaged Local Coordinating Board meetings and planning grant activities per the Florida Commission for Transportation Disadvantaged (CTD) requirements, including developing and annually updating the Transportation Disadvantaged Service Plan (TDSP), performing an annual evaluation of Palm Tran Connection's service, and reviewing and approving the Annual Operating Report (AOR) and Annual Expenditures Report (AER).
- Challenges with local partners and advancing pedestrian, bicycle and transit projects have included a reluctance to adopt new standards for comprehensive plan amendments or engineering standards that would encourage mode shift and create safe, multimodal facilities. Other challenges include turn over in staff / continuation of knowledge, change in leadership, lack of local funding for operations, and buy-in / competing interests from the County leadership level for roadway expansion projects (vehicle throughput) vs. (people throughput and safety first). TPA staff have

scheduled bi-weekly meetings with the new planning manager at Palm Tran to coordinate more closely on local planning studies and transit initiatives.

- For the 561 Plan corridor studies and overall refined countywide mobility vision, the TPA will involve local municipalities, health partners, transit agencies, FDOT, the County, Chambers of Commerce, major landowners, and local colleges to participate as key stakeholders in advancing a locally preferred alternative for each corridor.
- Moving forward, the TPA plans to work closely with municipalities, transit agencies, and local partners to tie in land use in the evaluation of corridor studies to support transit and first-last mile connections as well as develop a countywide mobility vision that incorporates local mobility desires that connect to the 561 Plan of regional enhanced transit corridors.

Local Government

- The TPA works closely with Palm Beach County and its municipalities to provide planning support, resources, and coordination on projects that advance the TPA's vision of a safe, efficient, and connected multimodal transportation system. The TPA has assisted local municipalities in creating local mobility plans, evaluating upcoming roadway projects for Complete Streets improvements, and developing Complete Streets and Vision Zero policies. In addition, the TPA organizes and participates in educational and encouragement events throughout the year to engage local municipalities, including local workshops and regional summits, bicycle safety education webinars, bike rides and walk to school day events, mobile tours, and transit peer exchanges.
- Challenges to advance Vision Zero and Complete Streets projects include changes in local agency staffing, lack of staff time to devote to initiatives, and getting local buy-in for these types of projects and initiatives while the county continues to experience population growth and congestion. The TPA continues to work closely with local municipalities to help overcome challenges and shift to mobility solutions that enable people of all ages and abilities access and use the transportation system in a safe and efficient way. The TPA also works with its consultants to help provide local municipalities visuals of proposed improvements to educate and gain buy-in for multimodal facilities.

- Over the past year, the TPA provided several letters of support to local municipalities, the county, and transit agencies for discretionary grants for transportation projects and local Vision Zero Action Plans. The TPA plans to continue to share grant opportunities with local agencies and support those applications that align with the TPA's goals and vision. The TPA would like to explore the possibility of serving as the lead or co-applicant for discretionary grants to help local municipalities and partner agencies, when feasible.

FDOT

- TPA and FDOT communication and collaboration continue to improve. There is now a weekly reoccurring coordination meeting that has been helpful and the TPA Executive Director meets quarterly with FDOT D4 Secretary to discuss any issues and opportunities for collaboration.
- Requests for amendments to the TIP have become more streamlined and there has been less back and forth in understanding the requests.
- There was confusion on the funding programmed in FDOT's Draft Tentative Work Program (DTWP). Having a glimpse into how the funding is being programmed, even in an early draft form, would be beneficial. It can be difficult to review the DTWP in its entirety before it gets put into an agenda packet. It was very beneficial to receive the excel raw data of the projects. It helps in providing a timely review.

FDOT district meetings with MPOs have been helpful in sharing best practices, discussing areas of concern, and for additional training as needed.

Part 2 Section 9: Recommendations and Corrective Actions

Please note that the District shall report the identification of and provide status updates of any corrective action or other issues identified during certification directly to the MPO Board. Once the MPO has resolved the corrective action or issue to the satisfaction of the District, the District shall report the resolution of the corrective action or issue to the MPO Board. The District may identify recommendations and corrective actions based on the information

in this review, any critical comments, or to ensure compliance with federal regulation. The corrective action should include a date by which the problem must be corrected by the MPO.

Status of Recommendations and/or Corrective Actions from Prior Certifications

During the previous year certification, it was recommended that the TPA only submit 1 reimbursement invoice at a time. The TPA has made certain that only one invoice is open at a time and that no invoices are submitted while an amendment/modification is under review.

Recommendations

1. FDOT District 4 is assigning an “Elevated” Level of Risk for the Palm Beach TPA, with a Tri-Annual Frequency of Monitoring. This designation means 3 invoices from the 4 quarters of the Calendar year (CY) 2023 will require a full review by FDOT to evaluate compliance with Federal statutes, regulations, and terms and conditions of the current Agreement. Results will be included in next year’s Joint Certification process. This Level of Risk is based on the following:
 - Results from the CY 2022 invoice review – These reviews included invoice submittal dates/invoicing period, invoicing frequency (monthly versus quarterly), document accuracy, etc.;
 - Staff turnover – At the time of this Joint Certification Review, the Chief Financial Officer is no longer with the TPA and the remaining finance staff are fairly new additions to the TPA’s staff with little experience in preparing the invoices and progress reports;
 - CY 2022 UPWP amendments and modifications – Timeliness, complexity of revisions, frequency, completeness, methods, etc.;
 - 2021 Single Audit Review results provided in CY 2022 – The result of the Single Audit Review was for a “High” Level of Risk and was supported by Management Decision in the letter dated October 3, 2022; and
 - Missing checks – Due to the December 15, 2022, Mail Theft checks were stolen which were part of the Federal “PL” grant. Investigations are ongoing.
2. More frequent District monitoring will assist with identifying potential areas for improvements, e.g., accuracy, timely invoice submittals, maintaining proper documentation in support of invoices, etc. The FDOT District 4 MPO Liaison will continue weekly meetings with the TPA Finance staff (for as long as necessary) in calendar year 2023 to assist with training and answer questions about the UPWP and invoicing processes, and to ensure timely, accurate, and complete submittal of invoices and UPWP revisions (amendments/modifications), or to provide time extensions when needed.

3. The weekly coordination meetings between the TPA and the District 4 Planning team will continue. These have been extremely beneficial in facilitating communication, planning, and coordination of discussion items and projects with stakeholders (external departments, agencies, and municipalities).
4. The Department would like to emphasize the importance of meeting collectively to find the best solution to accurately account for regional activities within the UPWP and ultimately with invoice processing. Recommendations to meet with FDOT-D4, Broward MPO, and Miami-Dade TPO prior to the development of the next UPWP to work through the necessary details.
5. The Department appreciates the Palm Beach TPA's involvement with the collective planning and meeting the goals for safe and efficient mobility for Floridians.

Corrective Actions

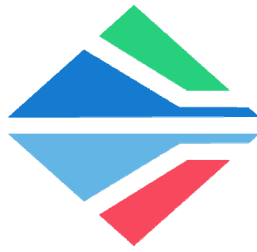
N/A

Part 2 Section 10: Attachments

Please attach any documents required from the sections above or other certification related documents here or through the [MPO Document Portal](#). Please also sign and attached the [MPO Joint Certification Statement](#).

Title(s) and Date(s) of Attachment(s) in the MPO Document Portal

N/A



PALM BEACH Transportation Planning Agency

4.A.6

Fiscal Report

FY 2023 2nd Quarter
Period 10/01/2022-12/31/2022

Grant Funded Activities	Annual Budget	Actual YTD	Remaining
Revenue Source			
Federal Highway Administration (FHWA)	\$ 4,552,022	\$ 1,066,724	\$ 3,485,298
Federal Transit Administration (FTA)	\$ 390,000	\$ 291,688	\$ 98,312
Commission for Transportation Disadvantaged	\$ 49,871	\$ 30,174	\$ 19,697
Total Revenue	\$ 4,991,893	\$ 1,388,586	\$ 3,603,307
Expenditures			
Personnel & Benefits	\$ 2,307,164	\$ 783,637	\$ 1,523,527
Travel & Training	\$ 86,400	\$ 24,454	\$ 61,946
Consultant Services	\$ 1,594,063	\$ 221,831	\$ 1,372,232
Direct Expenses			
Facilities	\$ 357,000	\$ 176,151	\$ 180,849
Professional Services	\$ 259,300	\$ 98,278	\$ 161,022
Administrative Services & Fees	\$ 39,900	\$ 6,993	\$ 32,907
Graphics & Legal Advertising	\$ 18,200	\$ 5,957	\$ 12,243
Operational Supplies & Equipment	\$ 100,800	\$ 55,836	\$ 44,964
Capital Equipment & Improvements	\$ 55,900	\$ -	\$ 55,900
Total Expenditures	\$ 4,818,727	\$ 1,373,137	\$ 3,445,590
Transfers to Other Agencies			
Transfer to FDOT D4	\$ 6,500	\$ 6,500	\$ -
Transfer to BROWARD MPO	\$ -	\$ -	\$ -
Transfer to MIAMI DADE TPO	\$ 166,666	\$ -	\$ 166,666
Total Transfers	\$ 173,166	\$ 6,500	\$ 166,666
Total Expenditures & Transfers	\$ 4,991,893	\$ 1,379,637	\$ 3,612,256
Net Revenue Less Expenditures & Transfers	\$ -	\$ 8,949	

Locally Funded Activities	Annual Budget	Actual YTD	Remaining
Revenue Source			
TPA Member Dues ¹	\$ 143,943	\$ 146,146	\$ (2,203)
Expenditures			
Maximize Agency Effectiveness	\$ 60,000	\$ 239	\$ 59,761
Improve Public Engagement	\$ 25,000	\$ 14,584	\$ 10,416
Enhance Staff Performance	\$ 25,000	\$ 4,838	\$ 20,162
Total Expenditures	\$ 110,000	\$ 19,945	\$ 90,055
Net Revenue Less Expenditures³	\$ 33,943	\$ 36,146	

Notes

1. Q2 Fiscal Report contains additional expenditure for Locally Funded Activities previously omitted in Q1 Fiscal Report in the amount of \$284.02
2. A refund was processed in Q2 for a payment made in Q1 for the Locally Funded Activity "Improve Public Engagement". Expenditure in this activity was minor for Q2, resulting in a difference of ~\$76 from Q1 Fiscal Report.
3. Net revenue less expenditures for Locally Funded Activities will be applied to the TPA reserve fund at the end