



TPA GOVERNING BOARD MEETING AGENDA

DATE: **Thursday, December 14, 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 Items
 - 1. Moment of Silence in honor of Clinton B. Forbes, Palm Tran Executive Director
 - 2. Commission for Transportation Disadvantaged (CTD) Palm Beach County Awards
 - 3. Ride Roll Stroll Challenge Award
- 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 October 19, 2023.
 - 2. Appointments to the TPA Advisory Committees through December 2026
 - a. Roberto Travieso as the City of Riviera Beach Technical Advisory Committee (TAC) Alternate.
 - b. Linda Hess as the Palm Beach County Commission District 1 Citizens Advisory Committee (CAC) Representative.
 - 3. Appointment to the Transportation Disadvantaged Local Coordinating Board (TD LCB) through December 2026
 - a. Isis Williams as the Florida Department of Children and Families Representative.
 - 4. Resolution 2023-24 authorizing TPA Group Health Insurance Benefits for Employees; Providing for implementation; a renewal option up to two years; and an effective date.
 - 5. Resolution 2023-25 amending FY 24 of Unified Planning Work Program (UPWP)

The Resolution programs an additional \$225,073 of available federal planning funds into the work program. The summary and track changes to the document are attached.
 - 6. Building Security Contract Action

Memo authorizing Executive Director to act on Building Security Agreement attached.
 - 7. HVAC & Dehumidifier Equipment & Installation Emergency Purchase

2. ACTION ITEMS

- A. MOTION TO ELECT OFFICERS for the 2024 Calendar Year

Pursuant to TPA Operating Procedures Section 2.2.B, officers shall be elected annually at the last regularly scheduled meeting of the calendar year. The newly elected officers shall take office at the first regularly scheduled meeting of the following calendar year.
- B. MOTION TO ADOPT a Resolution Approving the Proposed 2020 FHWA Adjusted Urban Area Boundary for Palm Beach County

On a decennial basis (every 10 years) following every Census, FDOT in coordination with FHWA and local partners are required to update the Adjusted Urban Area Boundary and Roadway Functional Classification for the State of Florida. The first step is adjusting the Urban Boundary established by the US Census Bureau. The process smooths the boundary for transportation planning purposes, considers imminent growth, and addresses irregularities. The draft Adjusted Urban Area Boundary can be viewed at PalmBeachTPA.org/UrbanBoundary. The Resolution approving the Adjusted Urban Area Boundary, FDOT’s draft presentation, and a memo on the boundary changes are attached.

3. INFORMATION ITEMS

- A. TPA Federal Certification of the Planning Process

Federal law requires the FHWA and the FTA to jointly review and certify the metropolitan transportation planning process for each Transportation Management Area (TMA) every four years. The joint FHWA/FTA letter certifying the TPA’s planning process through August 2027 is attached. FHWA and FTA staff will highlight content from the final report, which can be viewed at PalmBeachTPA.org/Certification.

B. CTD Program Overview

The CTD program provides transportation services for individuals who qualify based on economic, age, or income criteria through funding by the FDOT and Palm Beach County, and local operations provided by Palm Tran Connections (PTC). The CTD Administrator will provide an overview of the statewide program, responsibilities, and priorities.

C. I-95 Managed Lanes Project Development and Environment (PD&E) Study

FDOT is initiating the PD&E Studies of I-95 Managed Lanes in Palm Beach County between Linton Blvd in Delray Beach and Okeechobee Blvd in West Palm Beach. This project is the next step in realizing the vision established in the I-95 Managed Lanes Master Plan, completed in 2019, which recommended implementation of managed lanes for the entire length of I-95 in Palm Beach County. FDOT will present the project approach as they initiate outreach for the PD&E phases. The draft presentation is attached.

4. ADMINISTRATIVE ITEMS

A. Routine TPA Reports

1. Public Involvement Activity Report – October & November 2023
2. Pedestrian and Bicycle Quarterly Crash Report
3. FDOT Scheduling Report – December 2023

B. FY 2023 Federal Listing of Obligated Projects

C. Next Meeting – **February 15** (No January Meeting)

D. 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 requieran 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.

TPA GOVERNING BOARD MEMBERS

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: VACANT

Deandre Poole, Commissioner

Port of Palm Beach

Alternate: Varisa Dass, Commissioner

VICE CHAIR

Maria Marino, Vice Mayor

Palm Beach County – District 1

Gregg K. Weiss, Commissioner

Palm Beach County – District 2

Marci Woodward, Commissioner

Palm Beach County – District 4

Maria Sachs, 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

Steven C. Braun, District 4 Secretary

Florida Department of Transportation

Non-Voting Advisory Member



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

October 19, 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 9:03 a.m.

The Recording Secretary called the roll.

Member	Attendance	Member	Attendance	Member	Attendance
Steve Wilson	A	Reinaldo Diaz	P	Shirley Lanier	A
Yvette Drucker	P	Joni Brinkman	P	Fred Pinto	P
Fran Nachlas	P	Deandre Poole	P	John McGovern (Alt)	P
Angela Cruz	E	Gregg Weiss	P	Christy Fox	P
Shelly Petrolia	P	Sara Baxter	P	Joseph Peduzzi	E
Joel Flores	E	Maria Sachs	A	Maria Marino	A
Jim Kuretski	P	Mack Bernard	A	Chelsea Reed	P

P = Present A = Absent

A quorum was present in-person. Maria Marino requested virtual attendance due to extenuating circumstances. The Board approved the members to participate remotely.

1.B. Invocation and Pledge of Allegiance

Chair Reed led the invocation and pledge.

1.C. Modifications to the Agenda

There were no modifications to the agenda.

MOTION to adopt the agenda made by Gregg Weiss, seconded by Yvette Drucker, and carried unanimously 14-0 as depicted in the table below.

Member	Attendance	Member	Attendance	Member	Attendance
Steve Wilson	A	Reinaldo Diaz	P	Shirley Lanier	A
Yvette Drucker	P	Joni Brinkman	P	Fred Pinto	P
Fran Nachlas	P	Deandre Poole	P	John McGovern (Alt)	P
Angela Cruz	E	Gregg Weiss	P	Christy Fox	P
Shelly Petrolia	P	Sara Baxter (Alt)	P	Joseph Peduzzi	E
Joel Flores	E	Maria Sachs	A	Maria Marino	P
Jim Kuretski	P	Mack Bernard	A	Chelsea Reed	P

P = Present A = Absent

1.D. General Public Comments

There were no public comments received.

1.E. Comments from the Chair and Member Comments

There were no chair and member comments.

1.F. Executive Director’s Report

VALERIE NEILSON, TPA Executive Director, reviewed her report available at PalmBeachTPA.org/Board.

1.G. APPROVED Consent Agenda Items

1. Amended Governing Board Meeting Minutes for September 21, 2023
2. Appointments to the TPA Advisory Committees through September 2026
 - a. Cesar Martinez as the Florida Department of Transportation Technical Advisory Committee (TAC) Representative
 - b. James McCormack as the City of Lake Worth Beach Citizen’s Advisory Committee (CAC) Representative.
 - c. Brian Rosen as the Palm Beach County District 7 CAC Representative.

MOTION to Approve the Consent Agenda made by Deandre Poole, seconded by Sara Baxter, and carried unanimously 14-0 as depicted in the table below.

Member	Vote	Member	Vote	Member	Vote
Steve Wilson	A	Reinaldo Diaz	Y	Shirley Lanier	A
Yvette Drucker	Y	Joni Brinkman	Y	Fred Pinto	Y
Fran Nachlas	Y	Deandre Poole	Y	John McGovern (Alt)	Y
Angela Cruz	A	Gregg Weiss	Y	Christy Fox	Y
Shelly Petrolia	Y	Sara Baxter (Alt)	Y	Joseph Peduzzi	A
Joel Flores	A	Maria Sachs	A	Maria Marino	Y
Jim Kuretski	Y	Mack Bernard	A	Chelsea Reed	Y

Y = Yes N = No A = Absent

2. ACTION ITEMS

2.A. ADOPTED: A Resolution endorsing FDOT’s FY 2025-2029 Draft Tentative Work Program (DTWP)

ANDREW UHLIR, TPA Deputy Director of Programs, provided a presentation that can be viewed at PalmBeachTPA.org/Board.

There were no public comments on this item.

Maria Sachs joined the meeting at 9:14 am.

JIM KURETSKI commented on the Indiantown Rd bridge and commended FDOT on their collaboration, timeline incentives, and scheduling.

MARIA SACHS asked FDOT what provisions they have made to the Lyons Rd and Atlantic Ave project to prioritize pedestrian safety. She also asked if FDOT would be willing to meet to discuss re-designing the curb to protect bicyclists and pedestrians.

YVETTE DRUCKER congratulated Steve Braun, FDOT District 4 Secretary, on his new role and expressed gratitude to FDOT for expediting the Brightline and Tri-rail projects in Boca Raton.

GREGG WEISS thanked FDOT for their work in Palm Beach County.

Mark Bernard joined the meeting at 9:59 am.

MOTION to adopt a resolution endorsing FDOT’s FY 2025-2029 Draft Tentative Work Program (DTWP) made by Sara Baxter, seconded by John McGovern, and carried unanimously 16-0 as depicted in the table below.

Member	Vote	Member	Vote	Member	Vote
Steve Wilson	A	Reinaldo Diaz	Y	Shirley Lanier	A
Yvette Drucker	Y	Joni Brinkman	Y	Fred Pinto	Y
Fran Nachlas	Y	Deandre Poole	Y	John McGovern (Alt)	Y
Angela Cruz	A	Gregg Weiss	Y	Christy Fox	Y
Shelly Petrolia	Y	Sara Baxter (Alt)	Y	Joseph Peduzzi	A
Joel Flores	A	Maria Sachs	Y	Maria Marino	Y
Jim Kuretski	Y	Mack Bernard	Y	Chelsea Reed	Y

Y = Yes N = No A = Absent

2.B. ADOPTED: The 2024 Transportation Alternatives (TA) Program Guidelines and Scoring System.

BRIAN RUSCHER, TPA Deputy Director of Multimodal, provided a presentation that can be viewed at PalmBeachTPA.org/Board.

There were no public comments on this item.

DEANDRE POOLE expressed concerns regarding the current ranking system, and asked how much change the committee members make.

JIM KURETSKI stated the minimum grant is \$250k and inquired on the use of the funds on a larger area.

GREGG WEISS commented on objective ranking and stated he would prefer it if the board saw the objective rankings before the committees. He also noted if a municipality does not attend the ranking and scoring meeting, it could hinder the community’s development.

FRAN NACHLAS echoed Mayor Weiss and Commissioner Poole’s comment. Council Member Nachlas proposed a substitute motion to adopt the 2024 objective guidelines system scoring while removing the Vision Zero Advisory Committee (VZAC) re-ranking.

Maria Sachs left the meeting.

MOTION to Adopt the 2024 Transportation Alternative (TA) Program Guidelines and system scoring while removing the re-ranking process from VZAC by Fran Nachlas and seconded by Deandre Poole. A roll call vote was taken and passed 16-0 as depicted in the table below.

Member	Vote	Member	Vote	Member	Vote
Steve Wilson	A	Reinaldo Diaz	Y	Shirley Lanier	A
Yvette Drucker	Y	Joni Brinkman	Y	Fred Pinto	Y
Fran Nachlas	Y	Deandre Poole	Y	John McGovern (Alt)	Y
Angela Cruz	A	Gregg Weiss	Y	Christy Fox	Y
Shelly Petrolia	Y	Sara Baxter (Alt)	Y	Joseph Peduzzi	A
Joel Flores	A	Maria Sachs	A	Maria Marino	Y
Jim Kuretski	Y	Mack Bernard	Y	Chelsea Reed	Y

Y = Yes N = No A = Absent

2.C. ADOPTED: A Resolution approving Amendment #2 to the TPA’s 2045 Long Range Transportation Plan (LRTP) Cost Feasible Plan

CHAIR REED stated this item was presented at last month’s meeting and there was no change to the content of the item from the last meeting. The board did not require a presentation and made a motion.

GREGG WEISS asked if the SR-7 project was included in the 2045 LRTP.

Mariah Sachs re-joined the meeting.

MOTION to Adopt a resolution approving Amendment #2 to the TPA’s 2045 LRTP Cost Feasible Plan made by John McGovern and seconded by Yvette Drucker. A roll call was taken and passed 13-2 as depicted in the table below.

Member	Vote	Member	Vote	Member	Vote
Steve Wilson	A	Reinaldo Diaz	Y	Shirley Lanier	A
Yvette Drucker	Y	Joni Brinkman	Y	Fred Pinto	Y
Fran Nachlas	Y	Deandre Poole	Y	John McGovern (Alt)	Y
Angela Cruz	A	Gregg Weiss	N	Christy Fox	N
Shelly Petrolia	Y	Sara Baxter (Alt)	Y	Joseph Peduzzi	A
Joel Flores	A	Maria Sachs	A	Maria Marino	A
Jim Kuretski	Y	Mack Bernard	Y	Chelsea Reed	Y

Y = Yes N = No A = Absent

2.D. ADOPTED: A Resolution re-affirming the Current Membership and Apportionment Plan, the Metropolitan Planning Area Boundary Map, and regional transportation planning coordination through the Southeast Florida Transportation Council (SEFTC)

ANDREW UHLIR, TPA Deputy Director of Programs, provided a presentation that can be viewed at PalmBeachTPA.org/Board.

SARA BAXTER asked if the Census map reflected people living or driving in the area.

JIM KURETSKI reminded the Board to represent the smaller municipalities in their boundaries and emphasized the importance of advocating for them.

REINALDO DIAZ stated the importance of advocating for our neighbors and inquired about the ability to use the planning area boundary to protect environmentally sensitive areas.

SARA BAXTER asked for clarification County Road (CR) 880 and why it is not federal-aid eligible.

MOTION to Adopt a resolution re-affirming the Current Membership and Apportionment Plan, the Metropolitan Planning Area Boundary Map, and regional transportation planning coordination through the SEFTC made by Maria Sachs and seconded by Fred Pinto. A roll call was taken and passed 16-0 as depicted in the table below.

Member	Vote	Member	Vote	Member	Vote
Steve Wilson	A	Reinaldo Diaz	Y	Shirley Lanier	A
Yvette Drucker	Y	Joni Brinkman	Y	Fred Pinto	Y
Fran Nachlas	Y	Deandre Poole	Y	John McGovern (Alt)	Y
Angela Cruz	A	Gregg Weiss	Y	Christy Fox	Y
Shelly Petrolia	Y	Sara Baxter (Alt)	Y	Joseph Peduzzi	A
Joel Flores	A	Maria Sachs	A	Maria Marino	A
Jim Kuretski	Y	Mack Bernard	Y	Chelsea Reed	Y

Y = Yes N = No A = Absent

3. INFORMATION ITEMS

3.A. DISCUSSED: Port of Palm Beach Overview

CARL BAKER, Port of Palm Beach Director of Planning and Development, provided a presentation that can be viewed at PalmBeachTPA.org/Board.

FRAN NACHLAS asked Mr. Baker if the Port of Palm Beach had heard of technology used in ports that captures emissions and converts them to electricity.

REINALDO DIAZ asked about the Port of Palm Beach’s process to recycle mixed metals.

3.B DISCUSSED: Palm Tran Efficiency Efforts

CLINTON FORBES, Palm Tran Executive Director, provided a presentation that can be viewed at PalmBeachTPA.org/Board.

CHRISTY FOX asked how Palm Tran communicates changes to routes to the public.

3.C DISCUSSED: Partner Agency Updates

There were no partner agency updates.

CHAIR REED recognized Mobility Week as a cooperative effort by FDOT and its partner agencies to promote awareness of safe multimodal transportation choices at the end of October.

4. ADMINISTRATIVE ITEMS

4.A. Routine TPA Reports

1. Public Involvement Activity Report – August and July 2023
2. FDOT Scheduling Report – September 2023

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

4.B. Next Meeting- October 19, 2023

There were no public comments or board member discussion on this item.

4.C. Adjournment

There being no further business, the Chair declared the meeting adjourned at 11:39 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 October 19, 2023, meeting of the Board, dated this 14th day of December 2023.

Chair Chelsea Reed, Palm Beach Gardens Mayor

EXHIBIT A
Transportation Planning Agency Governing Board

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

Representative Alternate(s) Local Government	Nov '22	Dec '22	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23
Fred Pinto, Mayor Jeff Hmara, Councilman Village of Royal Palm Beach		P		ALT	ALT	P	A	P	P		P	P
Michael Napoleone, Vice Mayor Village of Wellington		P		P	P	P	P	P	P		ALT	ALT
Christy Fox, Commissioner City of West Palm Beach		P		P	E	P	P	P	P		P	P
Joseph Peduzzi, Commissioner Shalonda Warren, Commissioner Christina Lambert, Commissioner City of West Palm Beach			ALT	P	ALT	P	P	P	E		P	E
Maci Woodward, Commissioner Palm Beach County - District 4		P		P	A	P	P	P	P		P	ALT

Attendance Record

** New Appointment

P - Representative Present

ALT- Alternate Present

E - Excused

A - Absent

OTHERS PRESENT

Valerie Neilson
 Andrew Uhlir
 Melissa Murray
 Sienna Aitken
 Ruth Del Pino
 Paul Gougelman
 James Brown
 Alison Stult
 Victoria Williams
 Christine Fasiska
 Cesar Martinez
 Sabrina Aubery
 Jessica Rubio
 Shandra Haynes
 Natasha Wallace
 Mark J. Madgar
 Omid Fallahinejad
 Edwardo Caballero
 Stessy Cocerez
 Khurshid Mohyuddin
 Todd Bonlarron
 Yaremi Farinas
 Elijah Brown
 Clinton Forbes
 Richard Radcliffe
 Susan O'Rourke
 Thuha Nguyen

REPRESENTING

Palm Beach TPA
 Palm Beach TPA
 Palm Beach TPA
 Palm Beach TPA
 Palm Beach TPA
 Palm Beach TPA
 FDOT-FTE
 FDOT-FTE
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 Palm Beach County
 Palm Beach County
 Palm Beach County
 Port of Palm Beach
 Palm Tran
 Palm Tran
 PBC League of Cities
 O'Rourke Engineering and Planning
 Via Planning, Inc.



City of Riviera Beach, Florida
1481 W. 15th Street, Suite 238
Web: www.rivierabch.com
Office: 561-812-6597
Email: Jevans@rivierabeach.org
Twitter: @JonathanEvans_

November 27, 2023

Ms. Valerie Nielsen
Executive Director
Palm Beach Transportation Planning Agency (TPA)
301 Datura Street
West Palm Beach, FL 33401

RE: Nomination to the Technical Advisory Committee

Dear Ms. Nielsen:

Please accept this letter as formal notification of my desire to nominate Department of Public Works Director, Roberto Travieso to serve as the City of Riviera Beach Alternate Representative to the Technical Advisory Committee (TAC).

I am confident that Mr. Travieso's work ethic, commitment, and professional experiences will serve the City, the Committee and the TPA's mission extremely well.

Please let me know of any questions regarding this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Jonathan Evans".

Jonathan Evans, MPA, MBA, ICMA-CM
City Manager

Enclosure





ROBERTO F. TRAVIESO, MPA

DIRECTOR OF PUBLIC WORKS | CITY OF RIVIERA BEACH, FL



(561) 845-4080



rtravieso@rivierabeach.org



[robertotravieso](https://www.linkedin.com/in/robertotravieso)

EDUCATION

MASTER OF SCIENCE

Major: Public Administration
Central Michigan University
Mount Pleasant, MI

BACHELOR OF SCIENCE

Major: Information Systems
(Summa cum laude)
University of Mount Olive
Mount Olive, NC

Graduate Certificates

- City Management
- Project Management

Certificates

- Stormwater Inspection
- Management Municipal Solid Waste Systems
- Facilities & Grounds Management

**FEMA Incident Command System
Levels 100, 200, 300, 400, and 700**

SKILLS & EXPERTISE

- Business Operations
- Community Outreach
- Construction Management
- Continuous Process Improvement
- Information Technologies (GIS, Power BI, etc.)
- Infrastructure Maintenance
- Labor Relations
- Performance Management
- Project Management
- Public Relations
- Regulatory Compliance
- Strategic Planning
- Training & Development

PROFESSIONAL OBJECTIVE

Appointment to serve as Director, Public Works, for the City of Riviera Beach, Florida, where I can apply my 17+ years' experience in large-scale public works and water utility operations, project management, capital improvement and strategic planning to maximize service benefits to the community. Seeking an opportunity to lead specialized teams in the effective and efficient maintenance of public infrastructure and improvement of business operations by finding and implementing error and waste reducing initiatives to boost operational efficiencies. Establish highly collaborative partnerships with internal and external stakeholders and other governmental entities, at all levels, to ease achieving community goals.

PROFESSIONAL WORK EXPERIENCE

City of Riviera Beach, FL

Director of Public Works

November 2023-Present

- Leads a dynamic team of dedicated, highly skilled public servants; oversees the effective delivery of essential public works services, including both routine maintenance activities and strategic, long-term capital improvement projects for a community boasting over 38,000 residents and spanning 8.5 square miles.
- Plans, organizes, and facilitates the administrative and operational functions of six divisions: Administration, Engineering, Facility and Grounds Maintenance, Fleet Maintenance, Street Maintenance, and Stormwater.
- Manages and coordinates the development of the department's \$19 million operating budget. This involves vigilant monitoring and approval of encumbrances and expenditures, coupled with providing insightful fiscal advice to the team and making necessary budget adjustments.
- Monitors and oversees maintenance services of physical facilities and infrastructure systems. Additionally, ensures the effective delivery of landscaping, solid waste management, security, janitorial services, and other contracts with external vendors.

Town of Lake Park, FL

Public Works Director

May 2021-November 2023

- Responsible for the successful planning, directing, and supervising of public works operations, activities, and employees supplying vital services to a community of 9,000+ residents and over 800 businesses.
- Leads the department's six (6) operational divisions: Sanitation (and recycling) Services, Stormwater Infrastructure Maintenance, Parks and Grounds Maintenance, Infrastructure (Facilities and Streets) Maintenance, Fleet Services, and an Administrative Support Section.
- Programmed and steered multiple grant-funded capital improvement projects valued at over \$15M; conducted effective public outreach activities and ensured on-time project design and execution.
- Managed completion of \$5.5M complete streets, Lake Shore Drive drainage project; recognized by FSA as Outstanding Achievement in 2022.

PROFESSIONAL EXPERIENCE—CONTINUED

Town of Lake Park, FL (Continued)

- Guided refurbishment of 5.6K feet of stormwater drainage infrastructure, inspection/cleaning of 42K feet of pipes, removal of 826K pounds of debris, and sanitizing of 1.4K miles of Town-owned roadways. Program recognized by FSA in 2023 for all-around Excellence.
- Spearheaded collection/disposal of 15.3K tons of refuse, 9 million pounds of bulk and vegetation debris, and 2.3 million pounds of recyclable materials.
- Modernized overall public service delivery by implementing work order/asset management system, pavements management services, GIS technologies; championed data-driven business approach to service.

City of West Palm Beach, FL

Public Works Superintendent

May 2018-May 2021

- Subject Matter Expert responsible for ensuring safe, operable roadways and sidewalks, and effective traffic management systems for the City's Department of Public Works.
- Managed 513 lane miles of City-owned streets helping 115K citizens, over 20K local businesses, and millions of annual visitors.
- Managed and executed multi-million-dollar operating budget; planned/implemented transformational initiatives to enhance the department's performance management and employee training and development programs; investigated and resolved citizen questions and concerns represented department during community outreach events to network and enhance community relations.
- Collaborated with County/municipal business partners to keep and repair City-owned streets, rights of ways, and sidewalks, street lighting and traffic signage, pavements, pavement marking, and paver systems.
- Operated full-service traffic sign shop; supplied temporary traffic control (TTC) in support of hundreds of construction projects and special events.

South Florida Water Management District, West Palm Beach, FL

Assistant Superintendent (Ft. Lauderdale Field Station)/ Field Operations & Maint. Supervisor December 2016-May 2018

- Designated leader responsible for setting up and executing work processes, maintenance schedules and staffing assignments in support of water management and flood control operations across a 940-square mile area of responsibility to protect a population of 1.9M residents.
- Provided support infrastructure, financial resources, and human resources management activities and provided significant input into the development of a multi-million-dollar operating budget.
- Provided technical direction to the Supervisor Staff, interacted regularly with representatives from federal, state, and local agencies; represented field station or bureau on District task forces, inter-agency meetings, or in public forums.
- Supervised completion of 518 preventive maintenance work orders worth \$408K. Extended equipment/facility service life.
- Directed field operations and maintenance activities for 27 employees assigned to the Electrical, Instrumentation Control, and Structural Maintenance Groups.
- Accountable for their continual readiness to respond and support emergency management operations for an area of responsibility encompassing 2.4K square miles and serving a county population of more than 1.36 million.
- Managed field station's multi-million-dollar operating budget and established an annual work plan that ensured on-demand operation of 17 manned/unmanned pump stations and 220 water control structures.

United States Air Force (USAF), Washington, D.C.

Heavy Repair Division Superintendent, Dover, DE

October 2013-October 2016

- Managed all facets of operations for a team of 72 military/civilian technicians assigned to three diverse work centers. Supervised maintenance and repair of facilities and transportation infrastructure valued at \$1.7 billion.
- Operated two high-voltage substations and 150 miles of connected power distribution systems worth \$100 million.
- Directed the military installation's emergency power production equipment maintenance activities and heavy repair/construction for a 4K-acre military base in support for USAF's largest aerial port and the Department of Defense's (DOD) sole mortuary.

PROFESSIONAL AFFILIATIONS

- American Public Works Association (APWA)
- Florida Stormwater Association (FSA)
- International City/County Management Association (ICMA)
- Solid Waste Association of North America (SWANA)

Andrew Uhlir

From: Maria Marino G. <MMarino@pbcgov.org>
Sent: Monday, December 4, 2023 1:45 PM
To: Valerie Neilson; Maria Marino
Cc: Chelsea Reed; Andrew Uhlir; Ruth Del Pino
Subject: RE: Palm Beach TPA - CAC

Yes, please submit the appropriate paperwork for her nomination. Thanks.

From: Valerie Neilson <VNeilson@palmbeachtpa.org>
Sent: Monday, December 4, 2023 8:41 AM
To: Maria Marino G. <MMarino@pbcgov.org>
Cc: Chelsea Reed <creed@pbgfl.com>; Andrew Uhlir <AUhlir@palmbeachtpa.org>; Ruth Del Pino <rdelpino@palmbeachtpa.org>
Subject: RE: Palm Beach TPA - CAC

This Message Is From an External Sender

This message came from outside your organization.

Good Morning Vice Mayor Marino,

Please let us know if you would like to nominate Ms. Linda Hess for the Palm Beach County District 1 seat on our Citizen's Advisory Committee (CAC). This seat recently became vacant when Ramona Bean resigned.

If you can let us know who you wish to nominate by this Wednesday, we can include in the Board agenda packet that goes out Thursday for appointment at next week's meeting.

Otherwise, the next opportunity for appointment will be at our February Board meeting.

Thank you,

Valerie Neilson, AICP

EXECUTIVE DIRECTOR

301 Datura Street | West Palm Beach, FL 33401

Direct 561.725.0818 | Main 561.725.0800

Web [palmbeachtpa.org] | Facebook [[facebook.com](https://www.facebook.com)] | Twitter [twitter.com] | LinkedIn [[linkedin.com](https://www.linkedin.com)]



[survey123.arcgis.com]

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the Palm Beach TPA officials and/or employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Linda Hess

Contact Information:

561-818-8344
LindaSHess@gmail.com
9204 Chapman Oak Ct
Palm Beach Gardens, FL 33410

To:

Valerie Nelson
Executive Director TPA Palm Beach
310 Datura Street
West Palm Beach, FL 33401

Regarding: Interest to Join the Palm Beach Transportation Planning Agency Citizen's Advisory Board

The purpose of this letter is to express my interest in joining the Palm Beach Transportation Planning Agency (TPA) Citizen's Advisory Committee (CAC). I am a transportation engineer with 13 years of experience and can leverage my knowledge and expertise in the transportation field to help serve the community on this committee. As a transportation engineer in South Florida, I stay up to date on the newest transportation innovations and I am well versed in FDOT standards and practices.

As a citizen that was born and raised in Palm Beach County, I have a deep passion for the county and support smart, safe and strategic growth of infrastructure development. Furthermore, in my spare time I am a biker and enjoy biking on streets and trails within the County which provides me insight into multimodal needs, objectives, and goals.

Thank you for considering my application. I would be honored to discuss this opportunity and explore how I can contribute to the Palm Beach TPA's mission.

Best Regards,

Linda Hess, PE, PTOE, RSP

Linda Hess, PE, PTOE, RSP1

Transportation Engineer

9204 Chapman Oak Ct. Palm Beach Gardens, FL 33410
Telephone: 561-818-8344
E-mail: LindaSHess@gmail.com

Linda is an experienced transportation engineer who excels in coordinating multidisciplinary efforts to achieve project objectives efficiently and within budget and schedule constraints. Her experience ranges from roadway design projects to traffic planning studies including crash/safety analysis, travel demand modeling, traffic operational analysis, corridor studies, feasibility studies, multimodal studies, intersection control evaluation (ICE), project development and environment (PD&E) studies, and public involvement. Linda is well-versed in traffic simulation modeling software such as HCS, SYNCHRO, SIDRA, CORSIM, and VISSIM. Safety is always at the forefront of her engineering approach, with a history of conducting detailed safety evaluations and implementing effective mitigation strategies. She currently serves on the Planning, Zoning and Appeals board of the City of Palm Beach Gardens.

EDUCATION: **2009** **Master of Science in Civil Engineering**, Florida Atlantic University, Boca Raton, FL
 2008 **Bachelor of Science in Civil Engineering**, Florida Atlantic University, Boca Raton, FL

LICENSES: Florida Engineering License No. 80444
 Professional Traffic Operations Engineer DC #5169

PROFESSIONAL EXPERIENCE

PD&E Project Manager, WGI, West Palm Beach, FL **Aug 2023 - Present**

- Manage PD&E study tasks including public involvement, stakeholder meetings, engineering reports and deliverables.
- Evaluate traffic operations of conceptual alternatives for intersections to increase safety and decrease conflict points.
- Crash history analysis to determine cause of crashes and develop mitigation solutions.

Traffic Engineer, American Consulting Engineers, West Palm Beach, FL **March 2020 - Aug 2023**

- Led several multimodal corridor studies, and engineering feasibility studies to evaluate potential improvements that would enhance safety and operations for all roadway users.
- Completed technical analysis and reports for corridor studies, interchange access requests and interstate projects.
- Assisted in public involvement activities for PD&E Studies.
- Travel demand forecasting, developing design hourly volumes, evaluating operational analysis of roadway alternatives, ICE, safety analysis, field reviews, and documenting findings in technical reports.
- Managed multidisciplinary engineer teams including sub-consultant teams to provide deliverables to the client.
- Assisted in business development efforts including writing letters of interest and participating in shortlist presentations and interviews.

Transportation Engineer, Stanley Consultants, West Palm Beach, FL **Feb 2015 - March 2020**

- Completed signal warrant studies, level of service evaluation in Synchro, crash

- analysis, multi-modal feasibility studies, parking studies and other traffic planning studies. Assisted in the preparation of Design Traffic Technical memorandums, Congestion Management Process updates and Long Range Transportation Plans.
- Assisted in completing NEPA documents for project development and environment studies. Reports and technical memorandums include Preliminary Engineering Report, State Environmental Impact Reports, Type 2 Category Exclusions, Noise Study Reports, Phase I Site Assessments, Sociocultural Effects Evaluation and Air Quality Technical Memorandums. Utilized ArcGIS for analysis, data evaluation and creating maps and figures.
 - Completed roadway lighting design for intersection retrofit projects with photometric modeling in AGI32.
 - Project manager for PD&E Studies, signal warrant studies, task work orders for St. Lucie Transportation Planning Organization. Tasks included resource planning, project budgeting, scheduling and invoicing.

Environmental Engineer Intern, ESE Partners, Houston, TX **Oct 2012 - June 2013**

- Phase I Environmental Site Assessment (ESA) reports.
- Developed an Environmental Compliance Online (ECO) system to support companies in the Energy Market to ensure compliance with applicable Federal (EPA) and State regulations on waste management, air and water quality.
- Conducted soil and water sampling for Phase II contamination monitoring projects.

Environmental Analyst (Contract), Cepemar International, Houston, TX **June 2012 – Sept 2012**

- Prepared and reviewed technical engineering reports
- Coordinated with sub-contractors and clients to achieve timely preparation of deliverables.

Traffic Engineer Intern, Stanley Consultants, West Palm Beach, FL **April 2010 – June 2012**

- Project Manager Trainee for NEPA corridor studies; assisted in project budgeting, scheduling, and proposal preparation.
- Technical responsibilities included traffic forecasting and modeling, statistical analysis, technical report writing, drainage analysis, and geo-referencing and mapping in ArcGIS.

LANGUAGES: English (native), Spanish and Portuguese (basic).

PROFESSIONAL AFFILIATION:

- Member, Tau Beta Pi**
- Member, Florida Engineering Society (FES), Palm Beach Chapter**
- Member, Woman in Transportation Seminar (WTS)**
- Member, American Society of Civil Engineers (ASCE)**
- Member, International Transportation Engineers (ITE)**

AWARDS: **Florida Engineering Leadership Institute (FELI), 2022**
U.S. Department of Homeland Security, PACER Scholarship, January 2009-2010



**State of Florida
Department of Children and Families**

November 14, 2023

Transportation Disadvantaged Local Coordinating Board (LCB)
301 Datura Street
West Palm Beach, FL 33401

To Whom It May Concern:

I, Dennis Miles, nominate Ms. Isis Williams as the alternate for the Florida Department of Children and Families. She has been with the department for eight (8) years, serving in various roles, and was recently appointed as the Circuit Community Development Administrator. Ms. Williams holds two (2) Bachelor of Science degrees, one in Psychology and the other in Criminal Justice. Her contact information is Isis.Williams@myflfamilies.com; telephone number (561) 246-0182.

Thanks in advance.

Sincerely,

Dennis Miles
Community Director
State of Florida
Department of Children and Families

Circuits 15
111 S. Sapodilla Ave, West Palm Beach, Florida 33401

Objective: A highly organized professional with over 15 years of progressive experience in the Social Service field, and 5 years progressive knowledge and experience working in State Government in Human Resources- Labor Law. Seeking a position with an organization that is client-focused, and a position that will allow for full utilization of my educational and professional experiences.

Education:

Palm Beach State College, FL Present
FAU, FL 2019-2022
Mercy College, NY 2011-2013
Mercy College, NY 2009-2011
Lynchburg College, VA 2006- 2008

BSN. Nursing
BSc. Criminal Justice
MSc. Psychology (30 credit)
BSc. Psychology GPA 3.5
Pre-Law Poli-Sc./Phil (100 credits)

Professional Experience:

Florida Department of Children and Family

Jan 2015- Present

October 2023 – Present

Circuit Community Development Admin (CCDA)

- Serves as an active member of the Region’s Executive Management Team.
- Serves as the Department’s focal point within the Circuit, to develop and maintain community partnerships with key community stakeholders, faith-based organizations, private sector businesses and funders, including in-kind donors and volunteer services, including city and county government.
- Serves as the Department’s lead in the Circuit for convening stakeholders such as the Agency for Healthcare Administration, Children’s Medical Services, the Community Based Care Lead Agency, Children’s Legal Services, protective investigations staff, local health care network, and the Substance Abuse and Mental Health (SAMH) Managing Entity to implement initiatives and to provide for the appropriate continuity of care for all children in care.
- Serves as the Department’s lead in the Circuit working with the local school systems, Children’s Legal Services, the Community Based Care Lead Agency, the Guardian Ad Litem, caregivers, and other community stakeholders to develop and implement local protocols and data sharing mechanisms, to ensure all children in care are successful in school and specific and timely actions are taken to mitigate educational risks.
- Serves as the Department’s lead in the Circuit working with the ACCESS program and community stakeholders to build and support a network of community access points for public assistant applicants.
- Serves as the Department’s lead in the Circuit in working collaboratively with Department of Juvenile Justice (DJJ), law enforcement, and other state and local agencies, in the resolution of client specific issues.
- Serves as the Department’s lead in the Circuit working with the Adult Services program to further develop aging in place and aging in the community initiatives.
- Handles special projects as assigned by the Family Well-Being Director.

January 2015- October 2023

Human Resource Analyst

- Employee Relation personnel for six state program entities
- Organizing and updating employee and former employee's personnel files.

- Track the Performance Management System to review and work with supervisors around employee's performance, including the development of Corrective Action Plans
- Receiving and effectively handling employee complaints and all grievances, both internal and collective bargaining.
- Consulting with management to conduct fact-finding investigations for employee infractions.
- Ensuring compliance with Florida Statute, Florida Rules, and Collective Bargaining Agreement.
- Support all activities related to on-boarding, training compliance, terminations, and off-boarding.
- Assisting with ADA workplace accommodation, and FMLA Leave Management practice; providing guidance with respect to best practices related to disability, return to work, accommodation, and leave of absences.
- Working closely with the Civil Rights Office to ensure all complaints are handled timely and appropriately.
- Engaging in reviewing compliance of work process flows, and Standard Operating Procedures.
- Working closely with the Business Partner on special projects and perform other duties as assigned.
- Provide ongoing trainings internally and externally.

May 2016- Jan 2018

Child Protective Investigator Supervisor

- Supervise subordinate staff engaged in the investigation of alleged child abuse, neglect, and/or abandonment.
- Ensure documentations are completed per state methodology and with accuracy and timely, with appropriate services as needed.
- Complete Trainings, meetings and staffing to enhance supervisory and investigative skills.
- Guide investigators in understanding family dynamics, challenges, and solutions; identifying needs to determine the level of intervention needed to include voluntary services or court ordered dependency services.
- Schedule, assign, and review staff's work; provide training, counseling, and evaluate performance.
- Guide and provide support to investigators in determining if children are in an abusive or if unsafe conditions exist and take appropriate actions to ensure the safety of children in accordance with the state's safety methodology.
- Provide information and guidance to subordinate staff related to case investigation, assessment, and determination to ensure cases are properly and thoroughly investigated in the appropriate timeframe.
- Testify in court to accurately relate the circumstances of cases investigated.
- Establish, maintain, and review case management files and computer databases to provide accurate recording and availability of case information.

Nov 2015- May 2016

Senior Child Protective Investigator

- Oversees Unit in the absence of Supervisors and supervise on average four to five Investigators.
- Provide coaching, encouragement and support to new CPI and foster open and friendly environment for new CPI, interns, and CPI in training during shadowing experiences.
- Conducts investigations on abuse, neglect, abandonment and/or special conditions for children.
- Works closely with law enforcement and collect as well as analysis of criminal, past service history and other records.
- Engages families to understand the family dynamics, challenges, and solutions, identifies needs and determines the level of intervention needed for voluntary services/court ordered dependency services.

- Assesses danger threats, child vulnerabilities and caregiver protective capacities to determine child safety.
- Establishes and maintains cooperative and professional working relationships with organizations and other agencies involved with child protective investigations.

Jan 2015- Nov 2015

Child Protective Investigator

- Conducts investigations regarding allegations of abuse, neglect, abandonment and/or special conditions for children.
- Works closely with Law Enforcement and collects information through observation and interviews, as well as analysis of criminal, past service history and other records.
- Engages families to understand the family's perspectives; identify family needs and determine the level of intervention needed to include voluntary services or court ordered dependency services.
- Assesses danger threats, child vulnerabilities and caregiver protective capacities to determine whether a child is safe or not safe.
- Develops with family and other persons as necessary any required present and/or impending danger plans based on analysis of danger threats in operation.
- Manages and modifies safety plans as necessary during the course of the investigation.
- Arrange emergency placement for any child that cannot safely remain in the home!
- Completes Risk Assessment on families investigated and explains risk score to family.

Search for Change White Plains, NY

Residential Counselor (Non-Profit Agency) Nov 2008-Nov 2014

- Provide services to clients with severe mental illnesses and co-occurring disorders in a Level II congregate care facility and apartment treatment program under the Office of Mental Health.
- Deliver Medicaid-reimbursable restorative services that are directly related to the achievement of the client's independent living goals.
- Create and maintain service plans, progress notes, and other written documentation required to support the client's services.
- Ensure that clients receive the proper types and amounts of medication as prescribed by their physician.
- Transport clients to community-based programs, appointments & other services as needed.

NADAP Manhattan/Queens, NY

Care Coordinator-Case Manager (Non-Profit Agency) Sept-December 2013

- Conduct telephonic and face-to-face outreach, assessment, intake, monitoring, service planning, and crisis intervention for clients living with multiple chronic medical and/or behavioral health conditions.
- Utilizing behavioral and/or medical health diagnoses/assessment to assist with client's care and stability-Maintain clinical documentation, records and other medical documents that uphold all regulations.
- Collaborate with referral sources including clinical care providers and legal entities.
- Review and address treatment/medication adherence issues as needed.
- Utilize Multiple Electronic Health Record systems to coordinate client's care and update/verify client's current benefits.
- Participate in Multi-disciplinary meeting and planning for both medical, mental health and substance abuse client care.

New Era Veterans, Inc. Bronx, NY

Case Manager Supervisor/Grievance Committee Chair (Non-Profit Agency) May 2011-July 2013

- Provide clinical supervision to the case management team.
- Complete case manager assessments and progress notes assessment for goal targets and objectives outline by DHS (Dept. of Homeless Services) and DMH (Dept. of Mental Health).
- Provide case management services to 164 (total) veterans with mental illness, homelessness, and substance abuse issues; creating psychosocial, service plans and service plan reviews to provide billables for the NY State Department of Health Services (DHS) and Department of mental Health (DMH)
- Primary liaison with internal and external referral sources (hospitals, community agencies, crisis system, corrections, family, and other community partners).
- Conduct interviews/training for new hire as well as intake screening/interviews for potential clients.
- Facilitate and co-facilitate psycho-educational groups, relapse prevention group, and recreational activity base groups.
- Chair grievance committee; evaluating and investigation client grievance.

Community Living Corp Mount Kisco, NY

Direct Care Worker (Non-Profit Agency) June 2008-Oct 2009

- Providing services to clients with developmental and intellectual disabilities
- Assist and teach residents daily life skills needed for group and community living
- Document resident's progress and report to supervisor
- Responsible for resident's personal care such as dressing, showering, cooking, laundry, as well as food or clothes shopping and going to the doctor and/or other community appointments and activities.
- Assist with vital sign monitor and medication administration.
- Ongoing safety trainings.

TPA RESOLUTION 2023-24

A RESOLUTION OF THE PALM BEACH TRANSPORTATION PLANNING AGENCY (TPA) AUTHORIZING THE EXECUTIVE DIRECTOR TO PURCHASE GROUP HEALTH INSURANCE BENEFITS FOR EMPLOYEES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR A RENEWAL OPTION UP TO TWO YEARS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the TPA has historically provided group health insurance to its full-time staff through an arrangement with the Broward Metropolitan Planning Agency (“BMPO”) (hereinafter the “Health Services Sharing Arrangement”); and

WHEREAS, the BMPO provided notice to the TPA of the discontinuation of the Health Services Sharing Arrangement, effective December 31, 2023; and

WHEREAS, the TPA explored sharing arrangements with other entities, though those efforts did not yield viable options; and

WHEREAS, the TPA endeavored to independently provide group health insurance for its staff; and

WHEREAS, the TPA, through its Broker of Record, Gallagher Benefit Services, Inc. (“Gallagher”), evaluated several competitive quotes for group health insurance; and

WHEREAS, TPA Staff and Gallagher compared the insurance rates, benefits plan design, provider network as well as the TPA's previous claims experience/ratio, and recommended Florida Blue as the medical and vision benefits provider, Humana as the dental provider and The Standard as the provider for life, accidental death and dismemberment, short and long-term disability benefits; and

WHEREAS, TPA staff and Gallagher successfully negotiated comparable group health insurance coverage with the providers, resulting in a twenty percent (20%) savings as compared to the current year, for the plan year beginning January 1, 2024; and

WHEREAS, the TPA Governing Board wishes to authorize the approval of each of the respective group insurance policies and authorizes the Executive Director to approve extensions for subsequent plan years should negotiations with providers prove to be successful.

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 authorizes:

1. the TPA to enter into agreements with Florida Blue, Humana, and The Standard for group health insurance.
2. the Executive Director to execute group health insurance agreements/policies with Florida Blue, Humana and The Standard for the 2024 plan year, and to extend coverage for subsequent plans years should the terms and conditions meet budgetary parameters.
3. the Executive Director to take all actions necessary to implement this Resolution.

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 December 2023.

[Remainder of page left intentionally blank.]

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

By: _____
Mayor Chelsea Reed,
as its Chair

ATTEST:

Ruth Del Pino, TPA Agency Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Paul R. Gougelman, TPA General Counsel

TPA RESOLUTION 2023-25

A RESOLUTION THE PALM BEACH TRANSPORTATION PLANNING AGENCY (TPA) APPROVING AMENDMENT 2 TO THE FISCAL YEAR (FY) 2023-2024 UNIFIED PLANNING WORK PROGRAM (UPWP)

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, the TPA has adopted a UPWP for FY 2023-2024 and now wishes to amend the FY 2023-2024 UPWP as summarized by Exhibit A Palm Beach TPA FY 2023-2024 UPWP Revision 6 to reflect changed conditions and associated revenues and expenditures; and

WHEREAS, the TPA has prepared an amended FY 2023-2024 UPWP for FY 2024 that programs an additional \$209,399 of unspent federal PL funding that is available from prior FY 2022, an additional \$15,674 of Federal Transit Administration (FTA) 5305(d) funding that was appropriated to the TPA, and the re-programming of Federal Surface Transportation Urban Area (SU) funding already available in the current UPWP;

WHEREAS, the TPA seeks to program these available funding sources towards activities in Task 2: Plan the System – Short Range and Task 7: Administer the Agency to replace a failing HVAC system, support ongoing facility maintenance, increase professional and consultant services for Accounting, Finance, and UPWP creation;

WHEREAS, the amendment of the UPWP may require execution of agreements, and/or amendments to agreements for the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and the Florida Department of Transportation (FDOT) grant funds; and

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

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

SECTION 2. The TPA Governing Board hereby:

1. Approves FY 2023-2024 UPWP Revision #2 Amendment, attached hereto as “Exhibit A” and by reference is incorporated herein.
2. Authorizes the Executive Director to:

- A. Execute the TPA’s Disadvantaged Business Enterprise Policy and all appropriate Federal Statements and Assurances, as may be updated from time to time, to support the UPWP;
- B. Submit the approved documents to state and federal agencies and provide any additional information necessary for the review and approval process;
- C. Make any necessary modifications to the UPWP, which shall be limited to revisions that do not change the approved budget, the scope of work tasks, or add or delete work tasks;
- D. Submit and execute grant applications, amendments, supporting information and non-policy changes as requested by Federal and State Agencies;
- E. Sign contract awards, grant agreements, and other documents relating to the receipt of grant funding;
- F. Advertise for budgeted contractual/consulting services;
- G. Issue work orders to perform the tasks identified within the UPWP; and
- H. Incur costs and submit regular billings for reimbursement pursuant to the UPWP on behalf of the TPA.

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 December 2023.

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

By: _____
Mayor Chelsea Reed,
as its Chair

ATTEST:

Ruth Del Pino, TPA Agency Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Paul R. Gougelman, TPA General Counsel

Exhibit A: Summary of Amendment #2 to the FY 2023-2024 Unified Planning Work Program (UPWP)

1. Add \$15,674 of FTA 5305(d) to FY 2024 from FTA's increased allocation

The Federal Transit Administration (FTA) increased the FY 2024 FTA 5305(d) program allocation for each MPO in Florida. The total increase for Palm Beach TPA is \$15,674. FTA 5305(d) funds are additional funds to support metropolitan transportation planning. These funds get consolidated into the FHWA PL funding, and are known collectively as the "Consolidated Planning Grant (CPG)".

The additional \$15,674 is proposed to be programmed into the Personnel for Task 2: Plan the System – Short Range [revision on pg. 17].

2. Add \$209,399 of FHWA PL funds from leftover FY 2022 funding to FY 2024.

The TPA Amendment #1 for the UPWP on 9/19/2023 de-programmed \$209,399 of Federal Highway Administration (FHWA) PL funding from FY 2023. During the creation of the FY 23-24 UPWP, the funding was included in the new UPWP. However, the \$209,399 of PL was not allowed to be included until close-out of the previous UPWP. The \$209,399 of PL funds were amended out of the FY 23-24 UPWP on September 15, 2022. This reduced the PL/SU budget ceiling from \$9,302,818 to \$9,093,419. Now that the prior FY 21-22 UPWP is closed out, the funded are proposed to be programmed back into FY 24 to include the \$209,399 that was originally taken out.

The additional \$209,399 is proposed to be programmed into:

- Personnel in Task 2: Plan the System – Short Range: \$44,399 [revision on pg. 17].
- Facilities in Task 7: Administer the Agency.
 - \$35,000 for emergency HVAC replacement [revision on pg. 32]
 - \$15,000 for ongoing facility maintenance [revision on pg. 32]
- Professional and Consultant services in Task 7:
 - \$50,000 for Accounting support and system creation [revision on pg. 31-32]
 - \$25,000 in Financial services [revision on pg. 30 & 32]
 - \$40,000 for FY 25-26 UPWP creation [revision on pg. 30 & 32]

3. Redistribute \$6,500 of Federal Surface Transportation (SU) funding in FY 2024

FDOT District 4 oversees the maintenance of the Southeast Regional Planning Model (SERPM), which is the travel demand model (TDM) for Palm Beach, Broward, and Miami-Dade counties. Currently, the MPOs transfer funding to District 4 to administer. FDOT District 4 has notified the MPOs that it is administratively easier for FDOT to directly pay for maintenance than to go through the transfer process. This frees up \$6,500 in SU funding for the TPA to allocation to other tasks.

The \$6,500 is proposed to be re-programmed into Personnel in Task 2: Plan the System-Short Range. [revision on pg 17 and 35].

FY 2023 & FY 2024

UNIFIED PLANNING WORK PROGRAM



PALM BEACH
Transportation
Planning Agency

Adopted May 19, 2022

Draft Amendment December 14, 2023

 PalmBeachTPA.org/UPWP

301 Datura Street
West Palm Beach, FL 33401

CFDA Numbers

20.205 – Highway Planning and Construction
20.505 – Federal Transit Technical Studies Grant
(Metropolitan Planning)

FAP No. 0097-060-M
FM (FPN) No. 439325-4-14-01
FM (FPN) No. 439325-4-14-02
FM (FPN) No. 413735-3-14-01

<u>Revision</u>	<u>Type</u>	<u>Date</u>
#1	Amendment	09/15/2022
#2	Modification	01/25/2023
#3	Modification	03/03/2023
#4	Modification	03/10/2023
#5	Modification	10/18/2023
#6	Amendment	12/14/2023

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Appendix F – Palm Tran FTA Planning Activities FY 23 to 24

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Appendix I – Comments and Responses

Available Funding

To accomplish the tasks and activities identified in the UPWP, the TPA identified the following available funding sources by fiscal year.

Table 4. Available Funding Sources

Funding Source	Fiscal Year 2023	Fiscal Year 2024	Total
CPG FHWA PL	\$2,793,372	\$2,747,047 \$2,972,120	\$5,540,419 \$5,765,492
FHWA SU	\$1,733,000	\$1,820,000	\$3,553,000
FTA 5305(d) (Contract No. G2373)	\$390,000		\$390,000
CTD	\$49,871	\$49,871	\$99,742
TPA Local Funds	\$143,943	\$146,428	\$290,371
Total Funds Available	\$5,110,186	\$4,763,346 \$4,988,419	\$9,873,532 \$10,098,605

Task 2. Plan the System – Short Range

Responsible Agency: Palm Beach TPA

Participating Agencies: FDOT, FHWA, SEFTC, SFRTA, SFRPC, TCRPC, BMPO, MDTPO, Freight Industry, FDEP, FPL, PBC, School District, PBC Health Department (PBCHD), Local Municipalities, Northern and Western MPOs/TPO, Palm Tran

Purpose

Plan for a safe, efficient, connected multimodal transportation system for all users. To provide the necessary data and analysis tools to support and perform the multimodal planning processes for the TPA region, including:

- Planning and evaluation for all modes and services including pedestrian, bicycle, transit, freight, automobile, airport, seaport, intermodal, and non-emergency transportation services, and evaluate connected vehicle and autonomous vehicle (CV/AV) impacts
- Providing technical support to coordinate land use with the transportation system

Previous Work

The TPA updated and worked on implementing its Vision Zero Action Plan to influence policy, funding, and culture to improve safety for all transportation users. The TPA updated its Vision Zero Action Plan in October 2021 and presented a progress report to its Board and committees in February 2021 and in February 2022. The TPA also evaluated quarterly pedestrian and bicycle crash reports to identify potential causes and worked with partner agencies to implement safety countermeasures.

The TPA worked with Palm Tran and local municipalities on advancing roadway modifications and transit improvements identified in the US-1 Multimodal Corridor Study, including conducting lane repurposing studies with local communities, refining enhanced transit shelter locations, and prioritizing funds for Transit Signal Priority (TSP), electric buses, and enhanced transit shelters. The TPA also worked with local communities and Palm Tran to conduct walk bicycle safety audits, and Complete Streets studies to provide access to transit and improve safety for all roadway users.

The TPA collaborated with Palm Tran and SFRTA on TDP updates, evaluating new transit service, and conducting transportation planning activities for the transportation disadvantaged program. The TPA conducted an Okeechobee Blvd. and SR-7 Multimodal Corridor Study in coordination with Palm Tran, FDOT, and local municipalities along these corridors. The TPA also assisted local municipalities with establishing Quiet Zones for Brightline Phase II from West Palm Beach north to the county limit. The TPA began conducting a corridor analysis to expand Tri-Rail Service to the Veterans Affairs Medical Center along the CSX railway as well as provide new service along the FEC railway.

The TPA continued to evaluate upcoming projects for Complete Streets improvements and worked with local municipalities, Palm Tran, and roadway owners to move these projects

forward. The TPA also worked with FDOT and the County to collect and evaluate pedestrian and bicycle counts.

Staff streamlined transportation data visualizations and sharing for the public by maintaining a TPA mapping application and Open Data Hub to allow outside agencies and the public to access transportation data easily.

Activities to Be Performed

Table 7. Task 2 Activities for Fiscal Years 2023 and 2024

	Activity	Deliverable(s)	Completion Date
A*	Plan the fixed route transit system, including multimodal corridor studies, transit supportive land use analysis, and health impact assessments to improve access to transit service; TDP updates; and analysis of rail crossing safety and quiet zone eligibility <i>Consultant supported efforts:</i> <ul style="list-style-type: none"> ▪ \$651,000 FY 2023 	Corridor Studies	Annually
		TDP Updates	June 2023
		Formal Establishment of Quiet Zones	June 2023
B	Plan the TD system, including TD Service Plan updates, CTC evaluations, LCB meeting coordination, and review of 5310 applications	TDSP Update	Annually by November
		CTC Evaluation	Annually by April
		LCB Meetings	Quarterly
C*	Plan the non-motorized transportation system, including evaluating the TPA’s pedestrian and bicycle priority networks, upcoming resurfacing projects, and high crash locations to identify pedestrian and bicycle infrastructure improvements and collect pedestrian and bicycle count and safety data <i>Consultant supported efforts:</i> <ul style="list-style-type: none"> ▪ \$75,000 FY 2023 ▪ \$65,601 FY 2024 	Projects Identified	Annually in List of Priority Projects by July 2023 / July 2024
		Ped/Bike Counts	Ongoing
D	Plan the freight system, including prioritization of freight projects, participation on committees, and coordinating with stakeholders	Projects Reviewed and Identified	As Needed
E*	Implement and monitor actions identified in Vision Zero Action Plan <i>Consultant supported efforts:</i> <ul style="list-style-type: none"> ▪ \$75,000 FY 2023 ▪ \$50,000 FY 2024 	Vision Zero Action Plan Report Card	Annually with the adoption of new safety targets: Feb 2023/ Feb 2024
F*	Conduct and assist local governments with mobility and multimodal plans and corridor studies to improve safety for users of all ages, abilities, and transportation modes <i>Consultant supported efforts:</i> <ul style="list-style-type: none"> ▪ \$150,000 FY 2023 ▪ \$50,000 FY 2024 	Community Plans and Studies	As Needed

	Activity	Deliverable(s)	Completion Date
G*	Collect, analyze, and maintain transportation and GIS data, such as population and employment data, traditionally underserved demographic data, vehicular traffic, non-motorized data, transit ridership data, intermodal freight statistics, and other data. <i>Consultant supported efforts:</i> <ul style="list-style-type: none"> ▪ \$29,063 FY 2023 ▪ \$28,159 FY 2024 	Updated GIS Datasets	As Needed
		Updated Open Data Hub	

*TPA staff will utilize outside consultants to support the work performed on these activities up to the total amount shown for consultants in each fiscal year. Detail regarding all consultant-supported activities will be submitted to FDOT/FHWA for review and approval as task orders/Requests for Proposal (RFPs) are developed.

Table 8. Task 2 Budget for Fiscal Years 2023 and 2024

Year 1: FY 2023					
Budget Category	FHWA		FTA 5305(d) (Contract No. G2373)*	CTD	FY 2023 Total
	PL	SU	Federal	State	
Personnel (salary and benefits)	\$83,732	\$45,166	\$21,700	\$49,871	\$200,469
Consultants	\$319,058	\$661,005			\$980,063
FY 2023 Total	\$402,790	\$706,171	\$21,700	\$49,871	\$1,180,532
Year 2: FY 2024					
Budget Category	FHWA			CTD	FY 2024 Total
	PL	SU		State	
Personnel (salary and benefits)	\$71,573 \$131,646	\$71,573 \$78,073		\$49,871	\$193,017 \$259,590
Consultants	\$97,042	\$96,718			\$193,017
FY 2024 Total	\$168,615 \$228,688	\$168,291 \$174,791		\$49,871	\$386,777 \$453,350

*Carryover

Task 7. Administer the Agency

Responsible Agency: Palm Beach TPA

Participating Agencies: FHWA, FTA, PBC, Local Municipalities, FDOT, TCRPC, SFRPC, BMPO, MDTPO

Purpose

Provide the staff and resources necessary to administer the 3-C transportation planning process and to provide a fair and impartial setting for effective regional decision-making.

Previous Work

Staff performed required on-going activities including supporting the TPA Governing Board and advisory committee meetings; updated necessary documents, assisted in audits, and submitted quarterly/monthly progress reports and reimbursement requests.

The TPA adapted to the COVID-19 pandemic by modifying the conduct of public meetings by utilizing the Zoom webinar platform because it did not require the public to purchase or download any additional software or equipment to attend meetings virtually. The TPA will offer hybrid meeting options moving forward as it allows for easy access for the public to participate and provide public comment.

The TPA received a Silver Level Bicycle Friendly Business designation from the League of American Bicyclists in September 2020 and was designated a Best Workplace for Commuters in January 2021 and 2022.

The TPA executed contracts for external auditing services, building cleaning and maintenance services, copier services, a learning management system and training vendors for ongoing staff learning opportunities, and a recruitment firm to hire a permanent Executive Director.

The TPA continually updated its Personnel Handbook to become a resource for staff with workplace procedures. Additionally, the TPA amended its holiday to include Juneteenth, in line with it becoming a federal holiday.

The TPA prepared an updated Continuity of Operations Plan (COOP) in 2021 and the COOP activation is scenario-driven and is not required for all emergencies or disruptions.

Activities to Be Performed

Table 17. Task 7 Activities for Fiscal Years 2023 and 2024

	Activity	Deliverable(s)	Completion Date
A	Administer TPA Governing Board and advisory committee meetings	Agendas, minutes, presentations	Monthly
B	Monitor the two-year UPWP for FY 23-24, process modifications and amendments, coordinate tasks with participating agencies, submit progress reports and invoices to FDOT, and adopt the FY 25-26 UPWP	Progress Reports and Invoices	At least quarterly
		FY 25-26 UPWP	May 2024

	Activity	Deliverable(s)	Completion Date
	<u>Consultant supported efforts:</u> ▪ <u>\$40,000 FY 2024</u>		
C	Monitor, update, and implement the Strategic Plan	Strategic Plan	Annually
D*	Provide training for TPA staff and TPA Governing Board members at conferences, workshops, etc. Attend business meetings as required. Plan, Coordinate, and Attend CapMetro Peer exchange with Board, Reps, & Staff. (\$25,000) <i>Consultant supported efforts:</i> ▪ <u>\$25,000 FY 2023</u> ▪ <u>\$20,000 FY 2024</u>	Training, conference, and meeting attendance	As Needed
E*	Perform financial tasks including grant reimbursements, audit reports, budget, supporting FDOT audit(s), grant reconciliations, timekeeping, inventory, contract management, invoice payments <i>Professional services supported effort:</i> ▪ <u>\$59,000 FY 2023</u> ▪ <u>\$44,861 \$69,861 FY 2024</u>	Audit report	Annually
		FDOT audit(s) Financial reports Grant Reimbursement Reports	March 2023, March 2024 Monthly
F	Prepare for and participate in joint FDOT/TPA and federal certification reviews	Responses to certification questions	As Needed
G	Procure services, supplies, and equipment (RFPs, contracts, etc.)	Executed contracts	As Needed
H	Hire additional TPA personnel to support the TPA's administration and planning processes	Staff Accountant	June 2023
I*	Establish and update, as needed, agreements, operating procedures, and Continuity of Operations Plan (COOP) for compliance with state and federal rules/laws <i>Professional services supported effort:</i> ▪ <u>\$30,500 FY 2023</u> ▪ <u>\$9,300 FY 2024</u>	Executed Agreements	Jun 2020 (MPO) Dec 2020 (Transit) Annually (TD) As needed (Misc.)
		Updated Operating Procedures	As Needed
		Updated COOP	As Needed
J	Monitor the release of 2020 U.S. Census results, including any re-designation or re-affirmation process conducted pursuant to Section 339.175, F.S. This includes updates to the functional classification and TPA urbanized area boundary map.	Redesignated/ Reaffirmed TPA	Dec 2023
		Updated functional classification and urbanized area boundary maps	Dec 2023
K*	Legal services to support the TPA's administration of the federal planning process, defend the TPA against all claims, and provide Human Resources services. <i>Professional services supported effort:</i> ▪ <u>\$115,000 FY 2023</u> ▪ <u>\$135,000 FY 2024</u>	Legal Review of agendas, documents, etc.	Monthly
		Legal Defense Documents	As Needed
		Human Resources & Manual	December 2022, Ongoing

	Activity	Deliverable(s)	Completion Date
L	Monitor DBE participation and report payments	Monitoring report	As Needed
M*	Software Tools supporting TIP project management, Performance measures, Automated pedestrian and bicycle counts, Geospatial mapping and online publishing. <i>Software services supported effort:</i> <ul style="list-style-type: none"> ▪ \$80,000 FY 2023 ▪ \$85,000 FY 2024 	TIP database, Counts Database, Maps, interactive tracking website	Ongoing
N*	Procure and implement integrated accounting, payroll, and financial reporting system. <i>Professional services and Software supported effort:</i> <ul style="list-style-type: none"> ▪ \$15,000 FY 2023 ▪ \$25,000 \$75,000 FY 2024 	Federal Single Audit <u>Financial reporting system</u>	June 2023 <u>June 2024 into FY 25</u>
O*	Removed	Removed	Removed
P*	IT Services, Website Development and Maintenance Services <i>Professional services supported effort:</i> <ul style="list-style-type: none"> ▪ \$50,000 FY 2023 ▪ \$50,000 FY 2024 	Website	Ongoing
Q	Installation of Entry/Egress Security System <ul style="list-style-type: none"> ▪ \$9,350 FY 2023 ▪ \$37,400 FY 2024 	System Installation	June 2024

*TPA staff will utilize outside consultants to support the work performed on these activities up to the total amount shown for consultants in each fiscal year. Detail regarding all consultant-supported activities will be submitted to FDOT/FHWA for review and approval as task orders/Requests for Proposal (RFPs) are developed.

Table 18. Task 7 Budget for Fiscal Years 2023 and 2024

Year 1: FY 2023				
Budget Category	FHWA		FTA 5305(d) (Contract No. G2373)***	FY 2023 Total
	PL	SU	Federal	
Personnel (salary and benefits)	\$519,661	\$125,155	\$134,675	\$779,491
Consultants	\$38,168	\$35,332		\$73,500
Travel*	\$86,400			\$86,400
Direct Expenses				
Facilities	\$267,750	\$75,250		\$343,000
Professional	\$136,650	\$136,650		\$273,300
Administrative	\$9,975	\$36,925		\$46,900
Graphics & Advertising	\$9,100	\$9,100		\$18,200
Supplies	\$80,640	\$27,160		\$107,800
Equipment & Improvements**	\$30,250			\$30,250

FY 2023 Total	\$1,178,594	\$445,572	\$134,675	\$1,758,841
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Year 2: FY 2024				
Budget Category	FHWA		FTA 5305(d) (Contract No. G2373)***	FY 2024 Total
	PL	SU	Federal	
Personnel (salary and benefits)	\$428,720	\$428,720		\$857,440
Consultants	\$23,494 \$63,494	\$7,686		\$31,180 \$71,180
Travel*	\$90,700			\$90,700
Direct Expenses				
Facilities	\$269,500 \$319,500	\$93,750		\$363,250 \$413,250
Professional	\$140,952 \$215,952	\$135,409		\$276,361 \$351,361
Administrative	\$10,475	\$31,425		\$41,900
Graphics & Advertising	\$9,550	\$9,550		\$19,100
Supplies	\$84,721	\$21,179		\$105,900
Equipment & Improvements**	\$59,345			\$59,345
FY 2024 Total	\$1,117,457 \$1,282,457	\$727,719		\$1,845,176 \$2,010,176

*Palm Beach TPA understands that any atypical travel (traveling outside of the United States, or travel in the United States that includes peer exchange and facility or system tours) will be submitted to FDOT and FHWA for approval.

**Palm Beach TPA understands that equipment purchases equal to or over \$5,000 will be submitted to FHWA for review and approval.

***Carryover

Task 8. Transfers to Other Agencies

Purpose

To describe the regional planning responsibilities and funding sources for the maintenance and further development of the Southeast Regional Planning Model (SERPM) to forecast regional travel patterns and for the acquisition of big data to support the validation and calibration of SERPM in support of the metropolitan planning process. Although the funding below is available revenue of the TPA, the funding in the transfers are not directly programmed into the TPA's financial project planning grants. They passthrough FDOT to the lead agency.

Previous Work

The region has collaborated in the development and maintenance of previous versions of SERPM, a modeling tool which uses scenario forecasting to prepare for new socioeconomic environments and potential planning challenges within Southeast Florida. SERPM is updated every five years to support the development of regional and local transportation plans and other regional planning efforts. TPA staff began working with regional partners towards the implementation of SERPM 9 and collaborating on a big data purchase.

Memorandums of Understanding (MOU) have been entered jointly by the Miami-Dade TPO, Broward MPO, Palm Beach TPA, and FDOT Districts 4 and 6, to develop and maintain an effective travel demand modeling tool and transportation data collection methods within the region.

Activities to Be Performed

Table 19. Task 8 Activities for Fiscal Years 2023 and 2024

	Activity	Deliverable(s)	Completion Date
A	The Miami-Dade TPO will be leading this activity. Provide administrative and technical support to develop the 2050 RTP in coordination with Broward and Palm Beach Counties. Coordinate with regional partners on 2050 Goals and Objectives and help develop regional priority projects and financial forecasts., and project identification. <i>Transfer to Miami-Dade TPO</i> FPN No: 439325-4-14-04 for FY 23 FPN No: 439325-4-14-03 for FY 24	Updated 2050 RTP / technical memorandums, as needed	Dec 2024
B	FDOT will be leading this activity. Provide administrative and technical support, including training, documentation, and maintenance service for activities to maintain urban modeling and forecasting/SERPM, provide model support for other planning	Training Workshops	Annually/As requested by RTTAC-MS
		Comprehensive Performance Measures report on modeling modules	June 2024

	Activity	Deliverable(s)	Completion Date
	projects, and optimize model usability/user-friendliness. <i>Transfer to FDOT</i> <i>FPN No: 439325-4-14-XX for FY 23</i>	In-house computer equipment to perform SERPM simulations and analyses	June 2024
C	The Miami-Dade TPO will be leading this activity. Develop a 2020 based SERPM Version 9, covering the Miami Urbanized Area, which includes Palm Beach, Broward, and Miami-Dade Counties, which accurately reflects the travel demand patterns and markets for regional transit and highway projects, and make the model available to support the 2050 LRTP plan and 2050 RTP updates. <i>Transfer to Miami-Dade TPO</i>	Model estimate and Design Report	Jun 2024
		Data Collection / Compilation / Development Report	Jun 2024
		Model Calibration / Validation / Sensitivity Test Plan	Jun 2024

Financial participation by the TPA is shown below along with a regional table showing the lead agency, various funding sources, and amounts by fiscal year for each of the shared regional tasks.

Table 20. Task 8 Budget for Fiscal Years 2023 and 2024

Year 1: FY 2023			
Budget Category	FHWA		FY 2023 Total
	PL	SU	
Consultants			
2050 RTP	\$166,666		\$166,666
SERPM Maintenance		\$6,500	\$6,500
SERPM 9 Development			
FY 2023 Total	\$166,666	\$6,500	\$173,166
Year 2: FY 2024			
Budget Category	FHWA		FY 2024 Total
	PL	SU	
Consultants			
2050 RTP	\$166,666		\$166,666
SERPM Maintenance		\$6,500	\$6,500
FY 2024 Total	\$166,666	\$6,500 \$0	\$173,166 \$166,666

Table 21. Funding Sources for Task 8 with Partner Agencies

Year 1: FY 2023					
		FHWA		State	FY 2023 Total
		PL	SU	DS²	
SERPM Maintenance (Lead Agency: FDOT District 4)					
Transfer to:	FDOT District 4			\$12,500	\$12,500
Transfer from:	FDOT D6			\$12,500	\$12,500
Transfer from:	Miami-Dade TPO		\$10,000		\$10,000
Transfer from:	Broward MPO	\$8,500			\$8,500
Transfer from:	Palm Beach TPA ³				
SERPM 9 Development (Lead Agency: Miami-Dade TPO)					
Transfer to:	Miami-Dade TPO				
Transfer from:	FDOT D4			\$250,000 ¹	
Transfer from:	FDOT D6			\$250,000	
Transfer from:	Broward MPO				
Transfer from:	Palm Beach TPA				
2050 RTP Development (Lead Agency: Miami-Dade TPO)					
Transfer to:	Miami-Dade TPO	\$166,666			\$166,666
Transfer from:	Broward MPO	\$166,668			\$166,668
Transfer from:	Palm Beach TPA ⁴	\$166,666			\$166,666
FY 2023 Total		\$508,500	\$16,500	\$525,000	\$1,050,000
Year 2: FY 2024					
		FHWA		State	FY 2024 Total
		PL¹	SU	DS²	
SERPM Maintenance					
Transfer to:	FDOT District 4			\$12,500	\$12,500
Transfer from:	FDOT D6			\$12,500	\$12,500
Transfer from:	Miami-Dade TPO		\$10,000		\$10,000
Transfer from:	Broward MPO	\$8,500			\$8,500
Transfer from:	Palm Beach TPA		\$6,500		\$6,500
2050 RTP Development					
Transfer to:	Miami-Dade TPO	\$166,666			\$166,666
Transfer from:	Broward MPO	\$166,668			\$166,668
Transfer from:	Palm Beach TPA ⁵	\$166,666			\$166,666
FY 2024 Total		\$508,500	\$16,500 \$10,000	\$25,000	\$550,000 \$455,000

¹Funds provided in FY 22, therefore, not a new encumbrance. ² DS = State Primary Highways & Public Transit Office

³PB TPA SU Funds (\$6,500) transferred to FDOT D4 by FPN 439325-4-14-XX (to be determined after reprogramming)

⁴PB TPA PL Funds (\$166,666) transferred to Miami-Dade TPO by FPN 439325-14-04

⁵PB TPA PL Funds (\$166,666) transferred to Miami-Dade TPO by FPN 439325-14-03

Summary Budget

Funding Source Contract Fiscal Year Total Budget	FHWA 62917		FFY 21 FTA 5305(d) 62373		CTD 63		Local	
	2023	2024	2023	2024	2023	2024	2023	2024
	\$ 4,526,372	\$ 4,567,047	\$ 390,000	\$ -	\$ 49,871	\$ 49,871	#N/A	#N/A
Task 1 Engage the Public								
Personnel (salary and benefits)	\$ 282,621	\$ 342,570	\$ 53,806	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant	\$ 96,500	\$ 81,666	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total	\$ 379,121	\$ 424,236	\$ 53,806	\$ -	\$ -	\$ -	\$ -	\$ -
Task 2 Plan the System Short Term								
Personnel (salary and benefits)	\$ 128,898	\$ 143,146	\$ 21,700	\$ -	\$ 49,871	\$ 49,871	\$ -	\$ -
Consultant	\$ 980,063	\$ 193,760	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total	\$ 1,108,961	\$ 336,906	\$ 21,700	\$ -	\$ 49,871	\$ 49,871	\$ -	\$ -
		\$ 403,479						
Task 3 Plan the System Long Term								
Personnel (salary and benefits)	\$ 141,390	\$ 188,014	\$ 29,531	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant	\$ 200,000	\$ 550,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total	\$ 341,390	\$ 738,014	\$ 29,531	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4 Prioritize Funding								
Personnel (salary and benefits)	\$ 278,858	\$ 370,810	\$ 58,242	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant	\$ 72,000	\$ 37,083	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total	\$ 350,858	\$ 407,893	\$ 58,242	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5 Implement Projects								
Personnel (salary and benefits)	\$ 131,110	\$ 174,342	\$ 27,383	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total	\$ 131,110	\$ 174,342	\$ 27,383	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6 Collaborate with Partners								
Personnel (salary and benefits)	\$ 309,600	\$ 411,690	\$ 64,663	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant	\$ 108,000	\$ 55,624	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total	\$ 417,600	\$ 467,314	\$ 64,663	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7 Administer the Agency								
Personnel (salary and benefits)	\$ 644,816	\$ 857,440	\$ 134,675	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant	\$ 73,500	\$ 31,180	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	\$ 86,400	\$ 90,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct Expenses	\$ 819,450	\$ 865,856	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total	\$ 1,624,166	\$ 1,845,176	\$ 134,675	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ 2,010,176						
TOTAL PLANNING PROGRAMMED	\$ 4,353,206	\$ 4,393,881	\$ 390,000	\$ -	\$ 49,871	\$ 49,871	\$ -	\$ -
		\$ 4,625,454						
Task 8 Transfers to Other Agencies								
Personnel (salary and benefits)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant	\$ 173,166	\$ 173,166	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total	\$ 173,166	\$ 173,166	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ 166,666						
Task 9 Agency Expenditures with Local Funds								
Maximize Agency Effectiveness	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000	\$ 60,000
Improve Public Engagement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000
Enhance Staff Performance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 15,000
Balance to TPA Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,943	\$ 46,428
Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 143,943	\$ 146,428
TOTAL PROGRAMMED	\$ 4,526,372	\$ 4,567,047	\$ 390,000	\$ -	\$ 49,871	\$ 49,871	\$ 143,943	\$ 146,428
		\$ 4,792,120						



MEMORANDUM

TO: Chairman and Members, TPA Governing Board

FROM: Paul Gougelman, TPA General Counsel

SUBJECT: Building Security Agreement with Johnson Controls

DATE: November 27, 2023

BACKGROUND: Johnson Controls is a nationally known company with expertise in high tech, security, and the space/defense industry. Attached is a contract with Johnson Controls Security Solutions, LLC, that the TPA entered into on October 21, 2021. For a sum of \$46,750, Johnson Controls was supposed to examine security system needs for the TPA headquarters building and install a security system. To date workers have been on site and partially installed cables and other hardware. In some rooms cables hang from the ceiling and the work is far from completion, much less acceptable completion.

Staff has been in regular contact with company representatives. After attempts to resolve the issue, the best that has been achieved is completion of a little more of the work or in some cases, no response. Recognizing that litigation is the least desirable approach to deal with situations, we are now at a point where litigation may be necessary.

Staff wants to take one last attempt at resolving the issue with the company. We would like to have work substantially completed by the end of calendar year 2023, unless there is a good reason for a later date.

REQUESTED ACTION: Staff is seeking TPA Governing Board approval for the Executive Director to have the authority to:

- 1) terminate the agreement with Johnson Controls, if contract compliance can not be achieved;
- 2) take alternative action at the end of calendar year 2023, if contract compliance can not be achieved;
- 3) have the authority to agree to other interim actions geared toward achieving contract compliance and resolving the dispute, if the Executive Director determines that it is in the best interests of the agency; and/or
- 4) file counterclaims or an action for damages and other relief, if the Executive Director determines that it is in the best interests of the agency.

PRG/mb



MATTHEW T. RAMENDA
PARTNER
mramenda@wsh-law.com

November 29, 2023

VIA FEDERAL EXPRESS & EMAIL (michael.hunter@jci.com)

Michael R. Hunter
Regional Account Manager
Government Technology Group
Johnson Controls Security Solutions
3802 Sugar Palm Drive
Tampa, FL 33619

Re: Palm Beach Transportation Planning Agency
Breach of October 11, 2021 Access Control Proposal

Mr. Hunter:

Undersigned counsel from the law firm of Weiss Serota Helfman Cole & Bierman, P.L. represents the Palm Beach Transportation Planning Agency (the "TPA"). On October 11, 2021, Johnson Controls Security Solutions ("Johnson Controls") and the TPA executed the Palm Beach Transportation Planning Agency Access Control Proposal (the "Contract"). A copy of the Contract is enclosed as Exhibit 1.

Pursuant to the Contract, Johnson Controls was to install a comprehensive access control security system (the "Security System") at the TPA's office beginning in October of 2021. Over two years later, the installation of the Security System by Johnson Controls pursuant to the material terms of the Contract is not even close to being completed.

Further, no work has been performed by Johnson Controls toward the completion of the installation of the Security System since August of 2023. On April 21, 2023, the TPA brought to the attention of Johnson Controls multiple and significant issues with the substandard work Johnson Controls had performed on the project. More specifically, Johnson Controls was informed, in writing, on April 21, 2023 that:

1. The wiring work was incomplete.
2. Several areas were missing keypads.
3. The appropriate hardware had not been installed on the doors.

4. Wiring installed by Johnson Controls was inadequately installed and left hanging out of the wall socket cavity.

Notwithstanding the multiple aforementioned issues, Johnson Controls represented that the wiring, keypad installation, and hardware installation on the doors had been completed and that it was ready to move forward with the software installation.

On May 11, 2023, after multiple additional written communications to Johnson Controls, the aforementioned issues had still not been resolved and Johnson Controls was informed of additional issues with the installation. More specifically, Johnson Controls was informed on May 11, 2023 that:

1. The wiring work was still not completed.
2. The property was not ready for installation of the software.
3. There were numerous missing card readers on the doors.
4. An access button for the receptionist had not been installed.
5. Wires were still dangling out of the wall cavities.
6. No one from Johnson Controls had been on-site for nearly two months.

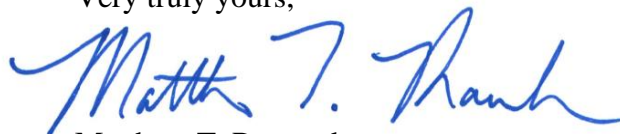
It has been over six months since the May 11, 2023 correspondence to Johnson Controls and over two years since the execution of the Contract, and still these issues have not been corrected and the Security System is not even close to being completed.

Enclosed with this correspondence as Composite Exhibit 2 are photographs that accurately portray the current and egregious condition of the substandard and unacceptable wiring performed by Johnson Controls.

It is undeniable that Johnson Controls has materially breached the Contract by failing to perform its contractual obligations. Accordingly, the TPA hereby demands that the Security System be completed and fully operational on or before December 31, 2023.

In the event the Security System is not completed and is not fully operational by December 31, 2023, the TPA reserves the right to take all legal action against Johnson Controls, including the termination of the Contract and a demand that all funds paid to Johnson Controls for the Security System be refunded to the TPA.

Very truly yours,



Matthew T. Ramenda

PALM BEACH TRANSPORTATION PLANNING AGENCY ACCESS CONTROL PROPOSAL

October 11, 2021

Reference: Palm Beach Transportation Planning Agency Access Control Proposal

<u>From:</u> Johnson Controls Security Solutions LLC 3601 Eisenhower Ave, Ste 300 Alexandria, VA 22304 <u>Contact:</u> Michael Hunter michael.hunter@jci.com 813-804-6757	<u>Service Location:</u> Palm Beach Transportation Planning Agency 301 Datura Street West Palm Beach, FL 33401 <u>Attention:</u> Ms. Alaura Farr	<u>Billing Information:</u> Palm Beach Transportation Planning Agency 301 Datura Street West Palm Beach, FL 33401 <u>Attention:</u> Ms. Alaura Farr
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Statement of Work

Johnson Controls Security Solutions to provide the following equipment:

- (1) CCure 9000 Software, Series L**
- (1) iStar Ultra Panel, 16 Readers**
- (1) Lifesafety Power Supply, 16 Locks and 8 Aux Output**
- (2) Battery, 12V 7AH**
- (1) HID Multiclass Keypad Reader**
- (12) HID Multiclass Readers**
- (1) Request to Exit Motion Detector**
- (5) Maglock/Door Strikes by Locksmith**
- (4) Fire Electromagnetic Door Holder**
- (7) Von Duprin Electrical Kit by Locksmith**
- (5) Point of Connection to Fire Alarm**
- (1) Panic Door Lock Button at Reception**
- (1) Single Sided Ethernet and USB Printer w/ Camera and Cleaning Kit**
- (100) HID ISOProx White Gloss, 26 Bit Cards**
- (1) Aiphone IX Series Camera/Intercom Door Station**
- (1) Aiphone IX Series Inside Master Station w/ Desk Stand**
- (1) PS-1820UL Power Supply**
- (1) Form C Door Release Relay**

(1) Cable

(1) Labor

Equipment to be installed according to Door Hardware and Equipment Table and Appendix A.

Pricing includes device installation, permitting, cabling, programming, testing, and training.

Palm Beach Transportation Planning Agency to provide network and power at control panel.

Palm Beach Transportation Planning Agency to provide workstation for software.

All door locking hardware to be existing, JCI to install maglocks/door strikes and electrified kits.

Payment to be made in full upon completion of project.

Pricing Summary

Johnson Controls Security Solutions LLC (formerly known as Tyco Integrated Security) is pleased to submit this quote to provide Palm Beach Transportation Planning Agency with security system integration services.

Johnson Controls will provide the equipment as specified for the sum of \$ 46,750.00.

In addition, for the service(s) to be provided as specified above, Buyer agrees to pay **\$ 0.00 per annum,**

for a period of five years effective from the date service is operative under this agreement. After the five years, this agreement shall be automatically renewable yearly unless terminated by either party upon written notice at least 30 days prior to the anniversary date.

Prevailing Wage Requirements—The prices quoted assume that neither the Davis-Bacon Act nor the Service Contract Act; or any state or local prevailing wage laws apply. If this is incorrect, please notify Johnson Controls in writing so that Johnson Controls can provide a revised quote

This quote is valid for ninety (90) days.

Buyer agrees to pay the total Equipment purchase price and/or installation charges set forth in this Agreement. Prices are exclusive of any amount for sales taxes.

Notwithstanding any conflicting or additional terms contained in the Buyer's order, the Technical Clarifications and Terms and Conditions which are part of this quote will apply to Buyer's order(s), in lieu of any others. Johnson Controls hereby gives notice of its objection to any different or additional terms. Buyer

hereby accepts these terms and conditions as evidenced by its authorized signature below:



 Buyer's Agent

Fred Pinto

 Printed Name

Palm Beach Transportation Planning Agency Board Chair

 Title

10/21/2021

 Date

Rick Digitally signed by
Authorized Representative of Johnson Controls Security Solutions LLC
Rick D Pallen

D Date:
Printed Name 2021.10.13

Pallen 09:22:30
Title -04'00'
Date

Purchase Order Information (For Billing Purposes Only)

Does your organization require a purchase order (p.o.) # for:

- Installation charges? Y N p.o. # _____ exp. date _____
- Annual Recurring Service Charge? Y N p.o. # _____ exp. date _____

Your purchase order is accepted for billing purposes only; any terms and conditions included in your p. o. do not apply.

If p.o # is required, but not provided, p.o. # must be provided within 60 days to avoid installation or service interruption/cancellation.

Contact information for subsequent p.o. #'s for annual recurring service charges after expiration of p.o. # above:

Primary Contact:

Alaura Farr

 Name

Procurement & Grants Coordinator

 Title

afarr@palmbeachtpa.org

 Email

(561) 725-0816

 Telephone #

Secondary Contact:

Matthew Komma

 Name

CFO

 Title

mkomma@palmbeachtpa.org

 Email

(561) 725-0817

 Telephone #

Deposit or Progress Billing Preference

For installation jobs, do you prefer (one of the options below must be selected):

- 25% deposit Progress billing (monthly) Milestone billing (25%, 50%, 75%, 100%)?



Technical Clarifications

This Johnson Controls Security Solutions proposal is subject to the following assumptions and clarifications, which will apply to a resultant order unless otherwise agreed in writing.

1. Unless otherwise noted by Johnson Controls, all 110 VAC power (free from interference) is provided by others to locations as specified by Johnson Controls and is not included in our Johnson Controls pricing.
2. Johnson Controls installed wiring will utilize Plenum rated cable as required. Rigid pipe and conduit are not included in the Johnson Controls price unless otherwise noted.
3. Johnson Controls assumes existing wiring and/or security equipment to which the installation may connect are in good and operable condition, suitable for the purpose intended and compatible with industry standard equipment and assumes no liability for said equipment.
4. Unless otherwise noted by Johnson Controls, all installation labor, final connections, and testing shall be performed during Johnson Controls normal business hours of Monday through Friday 8:00 AM to 4:30 PM, except holidays.
5. Unless otherwise noted by Johnson Controls, pricing reflects installations within a 50 mile radius of a Johnson Controls Security Solutions Branch Office.
6. All items supplied by others in support of this project, but not included in this contract, are not covered under the Johnson Controls standard warranty.
7. Unless otherwise noted by Johnson Controls, one session, of four (4) hours of system training for up to four students has been included. Additional training is available for purchase at the standard Johnson Controls training rate for the specific product. Additional training over and above the four (4) hours may be required for complete operator/administrative training.
8. Pricing for Johnson Controls shop and submittal drawings is based on Johnson Controls receiving architectural backgrounds and/or as-built drawings as electronic files in the current revision AutoCAD format within five (5) business days after the award of the contract.
9. Unless otherwise noted by Johnson Controls, any outdoor parking lot trenching, conduit, power, junction boxes, bases and islands as required for security devices and intercoms will be provided and installed by others.
10. All conduit and raceways to be provided and installed by others and furnished with pull lines.
11. Asbestos abatement is excluded.
12. Idle time incurred by Johnson Controls employees due to clearances, escorts, or other factors beyond our control when aggregated in excess of one (1) man-hour will be billed at our prevailing labor rates.



13. Unless otherwise noted, electrical, fire and work permits, if applicable, are not included.
14. Elimination by Johnson Controls of electromagnetic interference (EMI) or radio frequency interference (RFI) which may hinder the operation of systems we have installed will be billed at our prevailing labor rates.
15. This proposal is based upon bid documents, plans and on existing site conditions. Any changes in site conditions and/or project scope which occur after proposal preparation that may have cost and/or operational impact will be subject to a change order which may be above or below the original proposal (contract) price.
16. System design changes required in order to comply with governmental authorities, AHJ, Fire Marshal, etc. may result in a contract price increase or decrease.
17. Lightning Protection: Equipment furnished and installed by Johnson Controls is provided with the equipment manufacturer's standard lightning and/or transient protection. **NO GUARANTEE IS PROVIDED AGAINST EQUIPMENT AND/OR SYSTEM DAMAGE DUE TO EITHER LIGHTNING AND/OR LINE POWER TRANSIENTS.**
18. Unless otherwise stipulated or agreed to, the installation should begin 30-45 days after the receipt of a signed purchase order or contract. All equipment will be supplied in concert with Johnson Controls standard lead times, which may influence the final project schedule and completion.
19. Johnson Controls will not be included in any penalties or adjustments due to damages caused by others.
20. Unless otherwise noted by Johnson Controls, all electronic door hardware that is provided, installed, and adjusted for proper operation by others shall not draw over 0.5 Amps at 24VDC. Doors which require refurbishment and/or replacement to become and/or remain within the functional parameters of the Johnson Controls system, and all additional adjustments necessary for proper functionality will be considered a change order to the contract and billed at the applicable Johnson Controls rate.
21. Unless otherwise noted by Johnson Controls, definitions of system programming parameters and population of the cardholder database is by others.
22. Fire unlock relay from fire control panel to the access control panel will be furnished by others to Johnson Controls specified locations.
23. The provision of space for and a suitable operating environment for Data Collection Panel equipment in field locations as well as, equipment at the monitoring/control location, by others.
24. Customer shall provide all necessary power, earth ground, and communications connections within 10 (ten) feet of control mounting.



TERMS AND CONDITIONS

Johnson Controls Security Solutions Terms and Conditions Applicable to Orders from Government Contractors—Revision 02/2018

1. **Definitions**—“JCSS” means Johnson Controls Security Solutions. “Buyer” means the legal entity issuing a contract or order for JCSS services or equipment for the ultimate use or benefit of a US federal, state, or local government entity. “Agreement” and “Order” each refers to order(s) and contract(s) accepted by JCSS.
2. **Exclusive Terms and Conditions**—These Terms and Conditions, unless otherwise expressly agreed in writing by JCSS, constitute the exclusive terms governing Buyer’s orders to JCSS for products and services. JCSS notifies Buyer of objection to any additional or different terms provided by the Buyer.
3. **Orders are Final**—Unless JCSS agrees to cancellation terms, or agrees in writing to a request for right of return or adjustment, all orders may be considered final by JCSS and may not be cancelled by Buyer after JCSS initiates performance or otherwise indicates order acceptance.
4. **Delivery, Title, Risk of Loss, Product Changes**—JCSS will make reasonable efforts to meet a specific delivery date quoted by JCSS or agreed upon by the parties. In no event will JCSS have any liability for failure to meet any specific delivery dates due to any cause beyond JCSS’s control. Unless stated otherwise, (A) all shipments are F.O.B. destination (but charges may apply for expedited delivery or large items); (B) risk of loss or damage shall pass to Buyer upon shipment by JCSS; and (C) as to equipment which is purchased, title shall pass to Buyer upon payment of the purchase price in full. JCSS reserves the rights to (A) modify (except as to form, fit and function) the bill of materials for any item with or without notice or change of model number, provided the modification does not result in a price increase; and (B) discontinue availability of any item for future ordering.
5. **Packaging**—Unless expressly stated otherwise in this JCSS quote or proposal, prices include packaging in accordance with JCSS standard commercial practices. A separate quote will be provided prior to order acceptance if Buyer requests in writing any special packaging or handling.
6. **Inspection and Acceptance**—Acceptance of equipment will be deemed to have occurred upon delivery at the initial destination designated by Buyer, or upon completion of installation if installation is ordered with the equipment. Buyer is advised to conduct its own incoming inspection and test. Following acceptance, upon notification by Buyer and verification by JCSS that any item does not conform to the JCSS Warranty, the non-conformance will be rectified in accordance with JCSS’s standard warranty and return of equipment practices.
7. **Invoicing and Payment**—
 - (A) Unless stated otherwise in an order, JCSS may invoice Buyer and be entitled to payment (i) with monthly progress billings based upon performance; (ii) upon delivery of equipment; (iii) upon installation of equipment; (iv) upon completion of other agreed upon milestones; and (v) upon completion of training courses and other one-time services, in all cases prior to completion of all work specified in the order. In the case of orders for maintenance and other recurring services, JCSS reserves the right to invoice at the initiation of each annual or other service period. Prior to acceptance of an order or initiation of performance, JCSS may require a partial payment or payment in advance.
 - (B) Unless agreed otherwise in advance, payments are due net 30 days from receipt of invoice. Payments not received by the due date will be considered past due and could result in a suspension of JCSS’s performance. Buyer agrees to pay finance charges that may be imposed by JCSS not to exceed 1.5% per month or the maximum legally allowable charge, whichever is less. Any legal expenses or other reasonable costs incurred by JCSS to collect amounts due from Buyer will be payable by Buyer to JCSS.



- (C) In the event that Buyer orders (i) use of JCSS owned equipment and/or (ii) services of any kind for a multi-year term, and later proposes to cancel such use or services for any remaining portion of the original term, then JCSS may invoice and be paid for a termination charge in an amount not to exceed ninety percent (90%) of the charges for the remaining term, as liquidated damages and not as a penalty.
8. **Security Interest**—To the extent available under applicable law for each transaction, Buyer hereby grants to JCSS a purchase money security interest in the goods purchased from JCSS and all proceeds thereof. Buyer agrees, upon request, to execute and deliver to JCSS UCC financing statements, together with any and all other documents, and to take such other actions, as necessary to perfect JCSS's security interest.
9. **Taxes**—Buyer is solely responsible to pay all applicable sales, use, and/or similar taxes imposed by any taxing or government authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Buyer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Buyer fails to provide a valid tax exemption certificate, Buyer shall remain liable for payment of any such Taxes until paid in full.
10. **Warranty Applicable to Purchased Equipment**—
- (A) Any part of the equipment (as distinguished from the software) provided under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of (i) the date of completion of installation, if JCSS was responsible for installation of the equipment; or (ii) the date of shipment of the equipment if JCSS was not responsible for the installation ("Warranty Period"), will be repaired or replaced, in JCSS's sole discretion, with a new or functionally operative part. Labor and materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty service will be furnished between 8:00 AM and 4:30 PM Monday through Friday, except holidays, unless otherwise agreed in advance by the parties. If JCSS was not responsible for installation of the equipment, then (i) warranty service will be provided at a facility to be specified by JCSS and Buyer shall be responsible for shipping charges; and (ii) JCSS will have no responsibility for installation or maintenance of the repaired/replaced equipment.
- (B) The following "Conditions" are not covered by Warranty: (i) Damage or extra service time needed resulting from accidents, acts of God, lightning, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not done by JCSS or from parts, accessories, attachments or other devices not furnished by JCSS, or other cause not related to a defect in material or workmanship; (ii) Buyer's or Buyer's customer's failure to properly follow operating instructions provided by JCSS; (iii) Adjustments necessitated subsequent to completion of installation by JCSS (if applicable) and acceptance by Buyer due to misalignment of video cameras, improper adjustment of monitor brightness and/or contrast tuning dials or changes in lighting conditions in the area viewed by camera(s); (iv) Trouble due to interruption of commercial power or to the phone service or to use of Non-Traditional Telephone Service; (v) Battery failure; (vi) Devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers; or (vii) Equipment changes requested by Buyer. If Buyer or Buyer's customer requests service under the Warranty and JCSS determines that one of the "Conditions" has led to the inoperability or apparent inoperability of the System or any component, JCSS may bill Buyer for the service call (if applicable) whether or not JCSS actually works on the System. If repairs are required due to one of the above "Conditions," JCSS will charge Buyer for such work at its then applicable rates.
- (C) THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER'S EXCLUSIVE WARRANTY REMEDY IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES OF ANY KIND OR NATURE, (INCLUDING BUT NOT**



LIMITED TO LOSS OF PROFITS) REGARDLESS OF WHETHER ANY CLAIM FOR SUCH DAMAGES IS BASED ON TORT, STRICT LIABILITY, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. **Indemnification**—JCSS will defend, indemnify and hold Buyer harmless from damage, liability and expense resulting from the negligence or willful misconduct of JCSS's agents and employees committed during the course and scope of employment while such persons are physically present at or in Buyer's facilities, or caused due to defects or conditions of the equipment provided or installation performed hereunder by JCSS (i.e., the equipment itself causes a fire to start; equipment dislodges from a mounting and strikes a third person, etc.). Notwithstanding anything to the contrary herein, the foregoing obligations shall not apply to any damage, liability or expense due directly or indirectly to occurrences and/or the consequences therefrom that the equipment and/or services are designed or intended to avert, detect or record, irrespective of cause or origin.
12. **Limitation of Liability**—It is understood that JCSS is not an insurer and that the amounts payable to JCSS hereunder are based on the value of the services and equipment provided and are unrelated to the value of Buyer's or the end user's property or the property of others located in Buyer's or end user's premises. Buyer understands that Buyer and the end users should look exclusively to their insurers to recover for injuries or damage in the event of loss or injury due directly or indirectly to occurrences, or consequences therefrom, that JCSS's equipment and/or services are intended or designed to avert or detect (such occurrences referred to as "Detection Events"). JCSS makes no guaranty or warranty, including any implied warranty of merchantability or fitness, that the equipment or services supplied will avert or prevent loss, damage or injury arising from or due to Detection Events. Buyer agrees that JCSS shall be exempt from liability for loss, damage or injury arising from or due to Detection Events. In the alternative, should JCSS be found liable for loss, damage or injury due to failure of equipment or service in any respect, its liability shall be limited to: (A) a sum equal to the purchase price to Buyer of the equipment for the premises from which such loss or claim originates if the order included purchase of equipment; or (B) if the order is for services only, then the lesser of a sum equal to ten (10) times JCSS's annual charge to Buyer for services for the premises from which such loss or claim originates or \$25,000, as the agreed upon damages and exclusive remedy, and not as a penalty, and that the provisions of this paragraph shall apply regardless of whether loss, damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from JCSS's performance or nonperformance of obligations under this agreement or from negligence, strict liability, any other alleged fault on the part of JCSS, its agents or employees. No suit or action arising from or relating to a Detection Event shall be brought against JCSS more than one (1) year after the accrual of the cause of action therefore.
13. **Mutual Limitation of Liability**—**NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER OR RELATED TO THIS AGREEMENT FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) ARISING OUT OF ANY PERFORMANCE, WHETHER SUCH DAMAGES ARE BASED ON TORT, STRICT LIABILITY, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
14. **Services**—Unless otherwise agreed in writing, all installation, repair, monitoring, design and other services ordered by Buyer will be performed in accordance with JCSS's standard commercial practices and subject to standard conditions, limitations, and Buyer responsibilities, whether or not included within a JCSS quote or proposal. Buyer is responsible to become informed of all such applicable practices, conditions, limitations, and responsibilities prior to issuing an order which includes any service(s); upon request, JCSS will provide statements of work applicable to specific service(s) to be performed. However, any service related task statements, limitations, and conditions contained in JCSS's quote or proposal will apply, will govern in any case of conflict, and will be incorporated by reference in Buyer's order accepted by JCSS.
15. **Export Compliance**—Buyer shall not export or re-export, directly or indirectly, any: (A) product or service provided under this Agreement; (B) technical data; (C) software; (D) information; or (E) items acquired under this Agreement to any country for which the United States Government (or any



agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the US or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Buyer shall, at its own expense, defend, indemnify and save harmless JCSS from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by JCSS as a result of an allegation or claim of noncompliance by Buyer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement.

16. **Software and Data**—All software provided by JCSS is proprietary to JCSS and/or JCSS's suppliers and is licensed or sublicensed to Buyer (or, if transferred under Buyer's government contract to an end user government agency, then to the end user agency) on a non-exclusive basis. Buyer and the end user may not (A) disclose the software or source code to any third parties, (B) duplicate, reproduce, or copy all or any part of the software, or (C) use the software on equipment other than with the designated system with which it was furnished. Only the minimum rights in commercial software and documentation, and in technical data, under the FAR/DFARS (whichever is applicable) are granted to Buyer or the end user. A separate Software License Agreement or End User License Agreement between JCSS and Buyer and the end user and/or the software publisher may be required to use the software and/or obtain updates/upgrades.

17. **Flowdown Clauses and Related Matters**—

- (A) Buyer agrees that JCSS is supplying systems that are "commercially available off-the shelf (COTS) items" and services that are "commercial items," as these phrases are defined in Federal Acquisition Regulation (FAR) 2.101. In lieu of any other federal flowdown provisions, the following clauses for commercial item subcontracts, listed in FAR 52.244-6, *Subcontracts for Commercial Items*, and the additional clauses required for commercial item subcontracts under DoD contracts required under Defense Federal Acquisition Regulation Supplement (DFARS) 244.403, as implemented under DFARS 252.244-7000, *Subcontracts for Commercial Items and Commercial Components (DoD Contracts)* are applicable. Such provisions are modified where appropriate to substitute the appropriate parties or as context may require:

FAR—JCSS will comply with the following mandatory terms of the Federal Acquisition Regulation (FAR) for commercial item subcontracts, per FAR Subpart 44.4 and 52.244-6, in lieu of any others:

- (i) 52.203-13, *Contractor Code of Business Ethics and Conduct* (Oct 2015), if the subcontract exceeds \$5,500,000 and has a performance period of more than 120 days. All disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
- (ii) 52.203-15, *Whistleblower Protections under the American Recovery and Reinvestment Act of 2009* (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.
- (iii) 52.219-8, *Utilization of Small Business Concerns* (Oct 2014) (15 USC 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iv) 52.222-21, *Prohibition of Segregated Facilities* (Apr 2015).
- (v) 52.222-26, *Equal Opportunity* (Apr 2015) (E.O. 11246).
- (vi) 52.222-35, *Equal Opportunity for Veterans* (Oct 2015) (38 USC 4212(a)).
- (vii) 52.222-36, *Equal Opportunity for Workers with Disabilities* (Jul 2014) (29 USC 793).
- (viii) 52.222-37, *Employment Reports on Veterans* (Oct 2015) (38 U.S.C. 4212).



- (ix) 52.222-40, *Notification of Employee Rights under the National Labor Relations Act* (Dec 2010) (E.O. 13496), if flowdown is required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-50, *Combating Trafficking in Persons* (Mar 2015) (22 USC 7104(g)).
- (xi) 52.222-55, *Minimum Wages under Executive Order 13658* (Dec 2015).
- (xii) 52.225-26, *Contractors Performing Private Security Functions Outside the United States* (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xiii) 52.232-40, *Providing Accelerated Payments to Small Business Subcontractors* (Dec 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.
- (xiv) 52.247-64, *Preference for Privately Owned U.S.-Flag Commercial Vessels* (Feb 2006) (46 USC App. 1241 and 10 USC 2631), if flowdown is required in accordance with paragraph (d) of FAR clause 52.247-64).

DFARS—JCSS will comply with the following mandatory terms of the Department of Defense FAR Supplement (DFARS)—in lieu of any others—provided the Federal prime contract is identified by Contract Number in the Government Order and the Federal prime contract is for supplies or services that are not commercial items AND contains any of the following four DFARS clauses: 252.225-7009, *Restriction on Acquisition of Certain Articles Containing Specialty Metals*; 252.246-7003, *Notification of Potential Safety Issues*; 252.247-7023, *Transportation of Supplies by Sea*; or 252.247-7024, *Notification of Transportation of Supplies by Sea*:

- (i) 252.225-7009, *Restriction on Acquisition of Certain Articles Containing Specialty Metals* (OCT 2014) (10 USC 2533(b)).
 - (ii) 252.225-7039, *Contractors Performing Private Security Functions* (JAN 2015) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
 - (iii) 252.227-7015, *Technical Data—Commercial Items* (FEB 2014), if applicable (see 227.7102-4(a)).
 - (iv) 252.227-7037, *Validation of Restrictive Markings on Technical Data* (JUN 2013), if applicable (see 227.7102-4(c), 227.7103-6(e)(3), 227.7104(e)(5), or 227.7203-6(f)).
 - (v) 252.236-7013, *Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers* (JUN 2013) (if applicable (see 236.570(d)).
 - (vi) 252.237-7010, *Prohibition on Interrogation of Detainees by Contractor Personnel* (JUN 2013) (Section 1038 of Pub. L. 111-84).
 - (vii) 252.237-7019, *Training for Contractor Personnel Interacting with Detainees* (JUN 2013) (Section 1092 of Pub. L. 108-375).
 - (viii) 252.246-7003, *Notification of Potential Safety Issues* (JUN 2013).
 - (ix) 252.247-7023, *Transportation of Supplies by Sea—Basic* (APR 2014) (10 USC 2643).
 - (x) 252.247-7024, *Notification of Transportation of Supplies by Sea* (MAR 2000) (10 USC 2643).
- (B) JCSS makes no country of origin representations regarding items to be supplied, including with respect to Buy American or Trade Agreements or any other content/country of origin clauses, nor any representations regarding new materials, pricing, or quality or inspection systems.
- (C) JCSS will not provide cost or pricing data and Buyer agrees that none is required.
- (D) If JCSS is performing as a construction subcontractor, JCSS will accept as flowdown provisions the version of the clauses specified in FAR 52.222-11 that are included in the prime contract, to



the extent such clauses are applicable to JCSS's performance and only to the extent expressly specified in Buyer's order.

- (E) JCSS is not a small business. If Buyer, acting as a contractor or bidder under a Small Business Set Aside or 8(a) opportunity, orders or proposes equipment or services from JCSS, JCSS understands that Buyer complies with the requirements of 13 CFR 121.406 regarding procurement from a nonmanufacturer of supplies, if applicable, or 13 CFR 125.6 regarding contracts for services, supplies (other than from a nonmanufacturer of such supplies), general construction or construction by special trade contractors.
- (F) Non-federal flowdown requirements, if any, must be agreed upon in writing prior to order placement, and will apply to individually identified orders only on a case-by-case basis.
18. **Assignment, Severability, No Waiver**—Neither Party may assign any of its rights or obligations hereunder without the prior written consent of the other Party except that either one of the Parties may assign their rights and obligations under this Agreement without the approval of the other Party to any of its affiliate, subsidiary or parent companies or to an entity other than an affiliate, subsidiary or parent company that (A) acquires substantially all of the assets or stock of, mergers or consolidates with or into, or acquires a controlling interest in them; and (B) expressly assumes in writing that party's obligations and responsibilities hereunder. Any attempted assignment that does not comply with the terms of this Section will be void. If any provision in these terms and conditions is unenforceable or invalid, the terms shall be interpreted and enforced to the greatest extent possible as if the unenforceable provision had never been a part hereof. Forbearance or failure of JCSS to enforce any of these terms and conditions shall not affect or impair JCSS's rights arising from such defaults; nor shall forbearance or failure be deemed a waiver of JCSS's rights in case of any subsequent default of Buyer
19. **Governing Law**—Orders and contracts under these terms and conditions shall be construed in accordance with and governed by the laws of the state of New York, without regard to its conflict of law provisions.
20. **SAFETY Act Reciprocal Waiver**—Certain of JCSS's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 USC §§ 441-444 (the "SAFETY Act"). As required under 6 CFR 25.5(e), to the maximum extent permitted by law, JCSS and Buyer and Buyer's end user hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 CFR 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.
21. **Intellectual Property Indemnification**—Contractor warrants that the Software delivered under this Agreement will perform in accordance with its specifications, and to the best of Contractor's knowledge, it has not and will not purposely place, and that it is not, to the best of its knowledge after conducting due diligence, aware of, any software program that reproduces its own code by attaching itself to other programs in such a way that the virus code is executed when the infected program is executed (Virus), in the Products, which would alter, destroy or inhibit the Products, as of the delivery date of the Product, within the scope of any applicable licenses under this Agreement. Contractor shall use all commercially reasonable practices and security procedures necessary to avoid its insertion of such devices. For the purpose of this provision, Products shall mean hardware and software provided by Contractor which it manufactures or bears its logo.
22. **Non-Solicitation of Employees**—Neither Party will recruit or solicit the other's employees or Personnel for a period of one (1) year after termination or expiration of this Agreement, without the express written consent of the other Party; provided, however, that nothing herein shall be construed to prohibit either Party from hiring the Personnel of the other Party if such person answers an advertisement for employment with such hiring Party or its affiliates in any newspaper of general circulation or trade publication.



23. **Audit Clarification**—JCSS shall not be required to disclose records, reports, documents, or other information that are confidential and/or proprietary, that are unrelated to the Work, in violation of any confidentiality agreements with third parties, or in violation of any applicable law.



Exhibit A Scope of Work

Building Access Security System

The Palm Beach Transportation Planning Agency requires the design, permitting, installation, implementation, and training for a physical access card system at 301 Datura St, West Palm Beach, FL 33401. The current floor plan is attached as Appendix A and the Life Safety Plan is attached as Appendix B.

The system shall have a computer or app-based management system manage including the abilities to modify security authorizations, issues new cards, and review access reports.

The system shall control locking mechanisms and/or closure devices on thirteen (13) doors via card readers and other access control equipment. The door hardware and proposed equipment on page 2.

The system shall provide electrical kits for push bar exit doors. The system shall provide Exit readers and/or motion sensors.

The system shall integrate with on-site fire safety systems and comply with local fire safety code requirements. The facility has United technologies Edwards IO Series Model IO 64 (G/ R)(D)(-PG/SP)(110V,60Hz,.062A). The current Life Safety Plan is attached as Appendix B.

The system shall and include a panic state including physical door closure devices, a panic button located at the reception desk, and cell phone app access.

The system shall have a button to unlock the front door located at the Reception Desk.

The system shall have an intercom installed at Door 003 that allows the receptionist to communicate with visitors outside the door.

The system shall include a Badge ID printer with the ability to print staff credentials and photos.

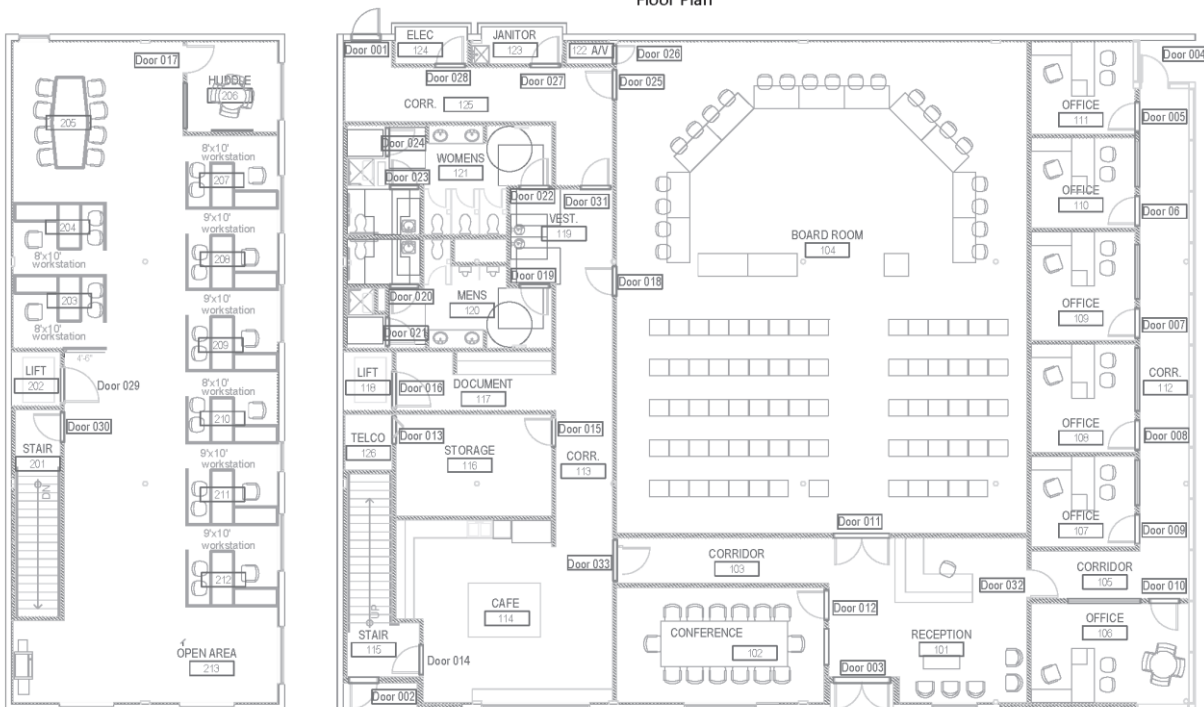


Door Hardware and Equipment

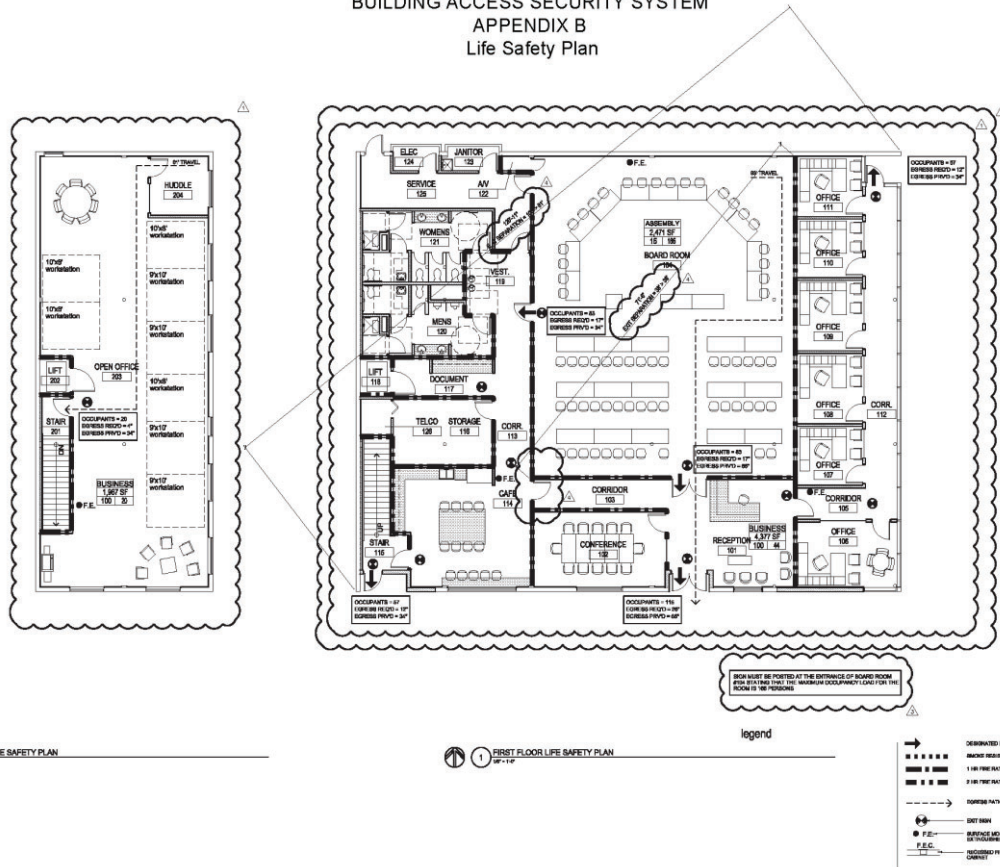
Door	Door Description	Door Construction	Current Latch System	Requested Equipment Additions/Modifications												
				Card Reader	Entry Reader	Exit Reader	Exit Release	Motion Release	Mag Lock	Jam Lock	Mag Open Holder	Door Arm Closers	Electrical Kit for Bar	Tied to Fire Alarm	Tied to Panic	
001	Back Door	Steel	Von Duprin ED99.10005	X	X						X					
002	Café Door	Alum W/ Glass Panel	CRL Jackson 1285	X	X								X			
003	Front Doors	Alum W/ Glass Panel	CRL Jackson 1285	X	X*								X			
004	Management Door	Alum W/ Glass Panel	CRL Jackson 1285	X	X								X			
011	Main Board Room	Wood W/ Glass Panel	Von Duprin ED99.10083	X	X								X	X	X	
014	Café Corridor	Wood W/ Glass Panel	Von Duprin ED99.10083									X				
015	Storage	Wood - Solid	Schlage ND96TD RHO	X							X					
018	Board Room Near Restrooms	Wood W/ Glass Panel	Von Duprin ED99.10083	X	X								X	X	X	
025	Board Room Back Hallway	Wood W/ Glass Panel	Von Duprin ED99.10083	X	X	X				X	Or	X		X		
030	Upstairs Door to Cubicles	Wood W/ Glass Panel	Von Duprin ED99.10083	X	X							X	X	X	X	
031	Door to Back Hall	Steel	Schlage ND96TD RHO	X	X						X					
032	Corridor Door to Offices	Steel	Design Hardware R25973	X	X			X		X	Or	X	X		X	X
033	Corridor Door to Café	Steel	Design Hardware R25973	X	X	X				X	Or	X	X		X	X

* Keypad reader

BUILDING ACCESS SECURITY SYSTEM
APPENDIX A
 Floor Plan



BUILDING ACCESS SECURITY SYSTEM
 APPENDIX B
 Life Safety Plan





MEMORANDUM

Date: December 6, 2023
To: Valerie Neilson, TPA Executive Director
From: Alaura Hart, Finance and Operations Manager
Re: **Emergency Purchase HVAC & Dehumidifier Installation Agreement**

The Palm Beach TPA office building has experienced significant damage to the facility and furniture due to extensive leaks and humidity issues.

The Palm Beach TPA currently has an HVAC maintenance agreement with Spectrum A/C LLC. Part of that agreement dictates that the vendor is to diagnose problems with the HVAC system(s), recommend technical and/or physical modifications, or recommend replacement of the system components. The vendor shall provide an estimate for any of these changes to the system(s).

Over the last year few years, the agency has experienced a leak in the main Boardroom and other areas of the building. The problems have been previously addressed with roofing inspections and HVAC maintenance. Upon the last visit from our HVAC vendor, it was determined that the HVAC unit and its housing structure have been compromised, and is now a safety issue, as the bottom has rusted through.

Humidity levels in the Boardroom have caused damage and warping to the furniture and, most importantly, put the building and staff at risk of mold.

The delay resulting from the standard Request for Services/Proposals process would be detrimental to the TPA and may contribute to complications such as additional damage, mold to the facility and furniture, meeting interruptions, compromise of personal safety, etc. The TPA cannot afford to delay the replacement of the unit the 3-4 weeks it would take to execute the procurement process and I am requesting immediate action be taken for the reasons listed above.

Therefore, in the best interest of the Palm Beach TPA, I request the execution of an Emergency Purchase Agreement with **Spectrum A/C LLC**, in the amount of \$33,370.00, for the complete installation of HVAC systems, dehumidifier system(s), and all necessary equipment to correct the ongoing and severe issues in the Palm Beach TPA office building.

The finance team recommends Spectrum A/C LLC to complete the work and provide the materials, as they are most familiar with our systems, are vendors the agency previously selected through a valid procurement process, was the first HVAC company to correctly diagnose the problems, and they have provided a \$1,500 discount in their estimate for the dehumidifier.

Approved by Palm Beach TPA

Valerie Neilson, Executive Director

PALM BEACH TPA AGREEMENT NO. EP FY24-03

BETWEEN
PALM BEACH MPO DBA THE PALM BEACH TRANSPORTATION PLANNING AGENCY
AND SPECTRUM RENOVATIONS AC LLC FOR
HVAC EQUIPMENT & INSTALLATION

This Agreement is made as of this 7th day of December, 2023, by and between the Palm Beach MPO, doing business as the Palm Beach Transportation Planning Agency, an entity created pursuant to the provisions of Chapters 163 and 339, Florida Statutes, (hereinafter referred to as the “TPA” or “MPO”) located at 301 Datura Street, West Palm Beach, FL 33401 and Spectrum Renovations AC LLC, a Limited Liability Company authorized to do business in the State of Florida and whose principal place of business is located at 1009 N Dixie Highway, West Palm Beach FL 33401 (hereinafter referred to as the “CONTRACTOR”).

WITNESSETH

WHEREAS, the TPA defined the Scope of Services as set forth in Exhibit A attached hereto and by this reference incorporated herein (“Services” or “Work”), and in accordance with the TPA Procurement Policy; and

WHEREAS, the Contractor agrees to provide the Services and the TPA agrees to pay the Contractor for the services upon completion.

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; Definitions**

A. The facts of statements set forth above, in the preamble and recitals (“WHEREAS” clause) to this Agreement, are true and correct and incorporated into and made part of the Agreement by reference.

B. The following terms as used in this Agreement as defined as follows, unless the context affirmative indicates to the contrary:

1. “Agreement” means this instrument, as amended from time to time, and all Exhibits.
2. “Deliverable” means a product or a completed task of the Services to be provided pursuant to this Agreement.
3. “FDOT” means the Florida Department of Transportation.
4. “FHWA” means the U.S. Federal Highway Administration.
5. “FTA” means the U.S. Federal Transit Administration.
6. “U.S. DOT” means the U.S. Department of Transportation, or any of its agencies such as FHWA or FTA, among others.
7. “PTG Agreement” means Public Transportation Grant Agreement.
8. “MPO Agreement” means Metropolitan Planning Organization Agreement.
9. “CFR” means Code of Federal Regulations
10. TPA Fiscal year is July 1 through June 30.

Section 2. **Representatives.** TPA's representative during the performance of this Agreement is the

Executive Director of the TPA, and CONTRACTORS's representative during the performance of this Agreement is JOHN DUNN who shall serve as the primary contact. Either party to this Agreement may unilaterally change its representative during the term of this Agreement by giving notice to the other party. A change in the designation of CONTRACTOR's representative shall not affect CONTRACTOR's responsibility for the provision of the Services under this Agreement.

Section 3. Term. This Agreement shall take effect on December 14, 2023, and shall remain in full force and effect for a period of eighty 60 days, expiring February 14th, 2024. This Agreement is classified as an emergency purchase under the TPA's purchasing and procurement regulations, consistent with federal requirements.

Section 4. Services.

- A. The TPA hereby engages the CONTRACTOR to render the Services set forth in Exhibit "A", attached hereto and incorporated herein. The Services are governed by this Agreement and may only be changed by written instrument signed by both parties.
- B. The CONTRACTOR 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 CONTRACTOR to violate any Federal, State, or local law, Executive Order, ordinance, or regulation, CONTRACTOR 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 4. shall survive the termination of this Agreement.

Section 5. Payments.

- A. The TPA agrees to pay CONTRACTOR a maximum amount under this agreement of \$33,370.00 dollars in United States currency for the Services, including all out-of-pocket or reimbursable expenses.
- B. The CONTRACTOR will bill the TPA for deliverables that have been completed by the CONTRACTOR and approved by the TPA. The CONTRACTOR's charges for all work provided under any Work Order issued by the TPA shall not exceed the total set forth in the quote provided by Spectrum Renovations AC LLC, attached as Exhibit "B" (containing the final loaded rate for billing purposes for the CONTRACTOR that will perform services under this Agreement), which Exhibit "B" is hereby incorporated into this Agreement by this reference and made a part hereof. The total cost of the performance of all of the tasks described in the Scope, as further refined in the Work Orders issued, inclusive of all out-of-pocket or reimbursable expenses, shall be equal to or less than the not to exceed contract amount set forth above.
- C. Invoices received from the CONTRACTOR will be reviewed and approved by the TPA's representative, indicating that services have been rendered in conformity with this Agreement and then will be sent to the TPA Finance Department for payment. Each invoice shall be accompanied by the corresponding deliverables previously approved by the TPA's representative so that the TPA and any other governmental agency with oversight over expenditures made pursuant to this Agreement may perform proper pre and post-audits of the bills and determine that services have been rendered towards the completion of the Work in conformity with the requirements of this Agreement, the UPWP, 23 CFR 450.314 and Section 339.175, Florida Statutes ("F.S.") Invoices shall cite the contract number and shall contain an original signature of an authorized CONTRACTOR official. Invoices will normally be paid within

thirty (30) days following the TPA's representative approval. Payments will be remitted to the CONTRACTOR at the address set forth in Section 36 of this Agreement or such other address as is designated in writing by the CONTRACTOR to the TPA.

D. Prompt Payment of Sub-Contractors; Retainage. This Agreement is subject to the Florida Prompt Payment Act, s. 218.70 and 218.735, Florida Statutes, as amended by this Agreement. In compliance with 49 CFR Section 26.29, the CONTRACTOR as a prime contractor agrees to pay its sub-contractors, if any, no later than 20 days from receipt of each payment made by the MPO pursuant to this Agreement to the CONTRACTOR. Within not more than twenty (20) days after the subcontractor's work is satisfactorily completed and the CONTRACTOR has received payment for the subcontractor's work, the CONTRACTOR shall make full and prompt payment to its sub-contractors of any retainage held by the CONTRACTOR for proper completion of the subcontractor's work. A subcontractor's work is "satisfactorily completed" when all the tasks called for in the subcontract have been accomplished according to the standards of the MPO and documented as required by the MPO. When the MPO has made an incremental acceptance of a portion of this Agreement involving the full and complete work of the subcontractor, the work of the subcontractor covered by that acceptance is deemed to be satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause, with the MPO's prior written approval.

E. In order for each party to close its books and records, the CONTRACTOR will clearly state "final invoice" on its last and final billing. This certifies that all deliverables 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 CONTRACTOR. 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.

Section 6. **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 U.S. DOT 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. The FDOT has not approved this Agreement;
- B. FDOT 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 shall not approve any requisition or invoice submitted by the TPA to FDOT for reimbursement; or
- D. FDOT 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 7. **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 CONTRACTOR or the TPA ("Public Record" or "Public Records"), shall be the shared property of the TPA, CONTRACTOR, and any agencies that have provided funding but may be reused by the TPA and the CONTRACTOR.

A. The CONTRACTOR 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 CONTRACTOR 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 any party 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 CONTRACTOR acknowledges that it is subject to Florida's Public Records Law and agrees that it shall comply with the requirements of said law. The CONTRACTOR further agrees that the TPA may unilaterally terminate this Agreement (and such termination will be for cause) if the CONTRACTOR 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 CONTRACTOR agrees that it shall not initiate or take any action against the TPA, if the TPA terminates this Agreement because of the CONTRACTOR's failure to comply with Florida's Public Records Law. Notwithstanding the foregoing, refusal of the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR agrees to keep and maintain Public Records in the CONTRACTOR's possession or control in connection with their performance under this Agreement. The CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, F.S. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR related to this Agreement shall be delivered by the CONTRACTOR to the TPA, at no cost to the TPA, within forty-five (45) days (unless the TPA advises the CONTRACTOR that it already has copies of those Public Records). Unless the TPA advises the CONTRACTOR that it already has copies of those Public Records, copies of all such records stored electronically by the CONTRACTOR 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 CONTRACTOR 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.

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

**TPA Records Custodian
561.725.0800
info@PalmBeachTPA.org
Palm Beach TPA, 301 Datura Street, West Palm Beach, Florida 33401**

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 CONTRACTOR notice as provided in Section 36. of this Agreement.

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

Section 8. Access and Audits.

A. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) 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 CONTRACTOR shall maintain such records until notified by the TPA that the litigation or claims have been concluded and resolved. The CONTRACTOR shall maintain all records in Palm Beach County or such other location in the State of Florida approved by the TPA's Contract Representative.

B. The CONTRACTOR 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 Transit Administration ("FTA") or their authorized employees and representatives, and any agency thereof, shall have access to and the CONTRACTOR 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 CONTRACTOR's place of business.

Section 9. Preparation of Documents, Certifications and Reports. 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 CONTRACTOR will 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 10. No Agency Relationship. Nothing contained in this Agreement or in any contract of the CONTRACTOR's shall create an agency relationship between the TPA and the CONTRACTOR. Neither party shall be deemed to have assumed any liability for the negligent 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 11. 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 the FDOT providing funding for this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act or refuse to comply with TPA requests which would cause the TPA to be in violation of any term or condition of its JPA with FDOT or cause FDOT to refuse to approve a requisition or invoice for payment or reimbursement submitted by the TPA. The CONTRACTOR 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 CONTRACTOR may terminate this Agreement by providing written notice to the TPA. In the event of termination, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR to violate any federal, state or local law or regulation, the CONTRACTOR 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 12. Termination. This Agreement may be terminated by the CONTRACTOR 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 CONTRACTOR, and without cause and for the convenience of the TPA upon five (5) days written notice to the CONTRACTOR. 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 CONTRACTOR at its address set forth in this Agreement or other address designated in writing by the CONTRACTOR in a notice to the TPA. The CONTRACTOR 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 CONTRACTOR shall be paid for services rendered to the TPA's satisfaction through the date of termination except, if the CONTRACTOR is in default, the TPA shall have a right of set off against the amount that would otherwise be payable to the CONTRACTOR to compensate the TPA for any actual damages suffered because of the CONTRACTOR default(s). After receipt of a Termination Notice from the TPA, except as otherwise directed by the TPA, the CONTRACTOR 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 CONTRACTOR 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 13. Indemnification. The CONTRACTOR shall save, protect, reimburse, 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, 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 CONTRACTOR's negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this contract. The parties agree that this Agreement shall be a construction contract as provided in Section 725.06, Florida Statutes. The monetary limitation on the extent of the indemnification provided to the TPA and its respective agents, employees, volunteers and elected officers by the CONTRACTOR shall not be more than \$2 million per occurrence. Any indemnification provided for hereunder shall not be secondary to insurance of the CONTRACTOR.

Section 14. Claims/Damages. The TPA and the CONTRACTOR each acknowledge the waiver of sovereign immunity for liability in tort contained in Section 768.28, F.S., effective as provided on the date of this Agreement, the State of Florida's partial waiver of sovereign immunity, 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 of the TPA acting within the scope of the employee's office or employment. The TPA and the CONTRACTOR agree to be responsible for all such claims, and damages, in tort, to the extent and limits provided in Section 768.28, F.S., 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 CONTRACTOR agrees that neither the TPA, nor the Florida Department of Transportation or the U.S. Department of Transportation, shall be subject to any obligations or liabilities to any third-party contractor, subcontractor or any other entity pertaining to any matter resulting from this Agreement. Notwithstanding the foregoing and to the extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold the TPA and their respective agents, employees, volunteers and elected officers, harmless as provided in Section 13. of this Agreement.

Section 15. Insurance. It shall be the responsibility of the CONTRACTOR 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 CONTRACTOR and the TPA agree that the limits of insurance coverage which the CONTRACTOR 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 CONTRACTOR sub-contractor) the following coverages:

1. Commercial General Liability. During the term of this Agreement, the CONTRACTOR, 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 CONTRACTOR shall maintain Workers' Compensation Insurance, employer's liability insurance and any other insurance as required by Florida Statutes. In addition, the CONTRACTOR 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 CONTRACTOR and, if required by law, shall also extend to volunteers of the CONTRACTOR.

3. Business Automobile Liability. During the term of this Agreement, the CONTRACTOR shall maintain Business Automobile Liability Insurance with coverage extending to all Owned, Non-Owned and Hired autos used by the CONTRACTOR 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. The CONTRACTOR reserves the right to self-insure for the coverage limits set forth above.

B. Evidence of Insurance. Prior to the CONTRACTOR receiving its Notice to Proceed from the TPA, 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 CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR 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 15. The declaration page or policy shall list the "Palm Beach Metropolitan Planning Organization, d/b/a the Palm Beach TPA", as the named "additional insured." The CONTRACTOR's failure to provide evidence of coverage prior to the time the CONTRACTOR is to commence performance shall be grounds for the TPA's cancellation or termination of this Agreement. If the CONTRACTOR elects to self-insure during the term of this Agreement, it shall provide evidence thereof in a form deemed satisfactory to TPA and have received TPA's approval in writing thereof prior to terminating the CONTRACTOR's insurance coverage.

C. When obtaining new insurance, the CONTRACTOR shall obtain evidence of insurance as set forth in Section 15.B. 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 CONTRACTOR is unable to provide the proper evidence of insurance as provided in Section 15. 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 CONTRACTOR 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. Prior to issuance of a Notice To Proceed by the TPA and prior to any construction or other Work as part of this Agreement, and at all times during the term of this Agreement, the CONTRACTOR at its sole cost and expense, shall procure and at all times maintain the insurance specified in this Section 15. In addition, the CONTRACTOR shall ensure that their subcontractors, and any other contractors in privity with the CONTRACTOR 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 CONTRACTOR and the TPA at least forty-five (45) days prior to cancellation, termination, or material change.

3. Unless otherwise approved by the TPA, in its sole discretion, 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 CONTRACTOR 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 CONTRACTOR, and its general contractor, any other contractors in privity with either the CONTRACTOR 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 Builders' Risk policies. The CONTRACTOR'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 ("ISO") or the National Council on Compensation Insurance ("NCCI"). If ISO or NCCI issues new policy forms during the policy term of the required insurance, the CONTRACTOR 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 CONTRACTOR will ensure that each insurance policy obtained by it or by any sub-contractor 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 CONTRACTOR shall pay as the same become due all premiums for the insurance required by this section 15., 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 15. 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 CONTRACTOR 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 CONTRACTOR or its sub-contractor 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 CONTRACTOR'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 CONTRACTOR, until the CONTRACTOR pays any insurance premiums due or paid for by the TPA. Such amounts shall be paid by the CONTRACTOR 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 CONTRACTOR 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 16. **Personnel.** The CONTRACTOR warrants that all professional services shall be performed by skilled and competent personnel to the highest professional standards in the field.

A. The CONTRACTOR 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 the services required hereunder shall be performed by the CONTRACTOR 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 17. **Public Entity Crimes.** In accordance with Sections 287.132 and 287.133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, CONTRACTOR 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 18. **Discriminatory Vendor List.** The CONTRACTOR 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 19. **Reserved.**

Section 20. **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 (System) will be used to verify the employment eligibility of CONTRACTOR's employees and the employees of the CONTRACTOR's subcontractors, performing Work pursuant to this Agreement. In addition, Florida law will effective January 1, 2021, require that the E-verify system be used by the CONTRACTOR. See s. 448.095, F.S. Accordingly, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR acknowledges that the TPA has received and will seek funds from the FDOT, and that such funds may be used to pay CONTRACTOR for the services it provides under this Agreement. The CONTRACTOR further acknowledges that FDOT has advised recipients of FDOT funds that it will consider a contractor's employment of unauthorized aliens to be a material violation of the Immigration and Nationality Act and this Agreement. The CONTRACTOR 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 21. **Title VI – Nondiscrimination Policy Statement.**

The Palm Beach Transportation Planning Agency (TPA) values diversity and both welcomes and actively seeks input from all interested parties, regardless of cultural identity, background or income level. Moreover, the TPA does not tolerate discrimination in any of its programs, services or activities. The TPA will not exclude participation in, deny the benefits of, or discriminate against anyone on the grounds of race, color, national origin, sex, age, disability, religion, income, or family status. Additionally, the TPA extends these same assurances to any protected class as recognized by any of the local governments within its service area. The TPA will actively work to ensure inclusion of everyone in our community so that our programs, services and activities represent the diversity we enjoy.

The purpose of the TPA Title VI program is to establish and implement procedures that comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Americans with Disabilities Act of 1990 (ADA), as well as other related federal and state statutes and regulations. These procedures have been adopted to conform to Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) regulations, as well to Florida Department of Transportation (FDOT) guidelines.

During the performance of this Agreement, the CONTRACTOR agrees for itself, its assignees and successors in interest as follows:

A. **Compliance with Regulations:** The CONTRACTOR shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. DOT Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the

Regulations), which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination: The CONTRACTOR, with regard to the work performed during the 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 CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by section 21.5, of the Regulations, including employment practices when the 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 CONTRACTOR, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this 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 CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the FDOT, FHWA, FTA, Federal Aviation Administration (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 CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the 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 CONTRACTOR's noncompliance with the nondiscrimination provisions of this Agreement, the FDOT shall impose such contract sanctions as it or the FHWA, FTA, the 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 CONTRACTOR until the CONTRACTOR complies; and/or
2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: The CONTRACTOR 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 CONTRACTOR shall take such action with respect to any subcontract or procurement as the FDOT, FHWA, FTA, the 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 CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the FDOT to enter into such litigation to protect the interests of the FDOT, and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

G. The CONTRACTOR 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 U.S.DOT and its agencies.

H. Accessibility: The CONTRACTOR will abide by Title II and Title III of the Americans with Disabilities Act of 1990. Where CONTRACTOR work items include assessing or planning pedestrian rights of way, it will follow the FDOT Design Manual or Florida GreenBook, as applicable. The CONTRACTOR 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 U.S.DOT and its agencies.

I. The CONTRACTOR shall report all grievances or complaints pertaining to its actions and obligations under this Article to the TPA.

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

K. Required Activities for Compliance. Pursuant to Section 9 of the U.S. DOT Order 1050.2A, the TPA assures the Florida Department of Transportation (FDOT) that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1992 and other nondiscrimination authorities be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity. The TPA and the CONTRACTOR further assure FDOT that they will undertake the following with respect to programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the Recipient's Chief Executive Officer;
2. Issue a policy statement signed by the Chief Executive Officer, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated through the Recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English;
3. Insertion of the clauses set forth in Section 21. A.- E. and J. of this Agreement;
4. Development a complaint process and attempt to resolve complaints of discrimination against sub-recipients. Complaints against the Recipient shall immediately be forwarded to the FDOT District Title VI Coordinator;
5. Participate in training offered on Title VI and other nondiscrimination requirements;
6. If reviewed by FDOT or USDOT, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days; and
7. Have a process to collect racial and ethnic data on persons impacted by your agency's programs.

This assurance is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts, or other federal financial assistance under all programs and activities and is binding. The TPA's signatory is authorized to sign this assurance on behalf of the Recipient.

Section 22. **Conflict of Interest.**

A. The CONTRACTOR 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, Florida Statutes. The CONTRACTOR further represents that no person having any such interest shall be employed to assist in the performance of this Agreement.

B. The CONTRACTOR shall promptly notify the TPA's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR. The TPA may notify the CONTRACTOR of its opinion as to whether a conflict exists under the circumstances identified by the CONTRACTOR. If, in the opinion of the TPA, the prospective business association, interest or circumstance would constitute a conflict of interest by the CONTRACTOR, then the CONTRACTOR shall immediately act to resolve or remedy the conflict. If the CONTRACTOR shall fail to do so, the TPA may terminate this Agreement for cause.

C. The CONTRACTOR shall not enter into any contract, subcontract, or arrangement in connection with the Work (also 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 CONTRACTOR 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 CONTRACTOR 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 contractors to insert in each of their subcontracts, the following provision:

No 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.

Section 23. Independent Contractor Relationship. The CONTRACTOR is and shall be, in the performance of the Work, services and activities under this Agreement, an Independent Contractor 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 CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects, the CONTRACTOR relationship and the relationship of its employees to the TPA shall be that of an Independent Contractor and not as employees or agents of the TPA. The CONTRACTOR does not have the power or authority to bind the TPA in any promise, agreement, or representation.

Section 24. Assignment. Neither this Agreement nor any interest herein shall be assigned, subcontracted, conveyed, transferred, or otherwise encumbered, in whole or in part, by the CONTRACTOR without the prior written consent of the TPA, which consent may be withheld or refused for any reason or no reason. The parties agree that additional consideration incorporated into the payment schedule of this Agreement has been made for this provision.

Section 25. Contingent Fees. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the CONTRACTOR, 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 CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Section 26. 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR may not expend any funds received under this Agreement for lobbying the Florida Legislature or any agency of the State.

Section 27. **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 "C" attached hereto and made applicable to the CONTRACTOR and a part of this Agreement by this reference. The CONTRACTOR shall perform the duties and obligations described in Exhibit "C" and shall complete the representations and provide any information required therein.

Section 28. **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 CONTRACTOR or the TPA shall have any rights in this Agreement or any remedy against either the CONTRACTOR 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 CONTRACTOR to the TPA hereunder.

Section 29. **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 30. **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 applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.

Section 31. **Captions.** The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 32. **Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

Section 33. **Severability.** Should any section, paragraph, sentence, clause, or provision hereof be

held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement.

Section 34. **Entirety of Agreement and Modifications.** The TPA and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

Section 35. **Survivability.** Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

Section 36. **Notice.** Notices, invoices, communications, and payments hereunder shall be deemed made if given in any of the following forms:

- A. By certified U.S. Mail, return receipt requested, postage prepaid, and addressed to the party to receive such notice, invoice, or communication, as set forth below; or
- B. By nationally recognized overnight courier service (e.g., FedEx, UPS, etc.) prepaid and addressed to the party to receive such notice, invoice, or communication, as set forth below; or
- C. By hand delivery to the office of the party to whom such notice, invoice, or communication is being given. All notices, invoices, or communications shall be addressed to a party at the address given below or such other address as may hereafter be designated by notice in writing.

If to the TPA:

Palm Beach Transportation Planning Agency
c/o Valerie Neilson
301 Datura Street
West Palm Beach, FL 33401

If to the CONTRACTOR:

Spectrum Renovations A/C LLC
c/o John Dunn
1009 N Dixie Highway
West Palm Beach, FL 33401

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 CONTRACTOR 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 37. 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 CONTRACTOR.

Section 38. 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 CONTRACTOR will not discriminate on the basis of race, color, national origin, or sex in the performance of any U.S. DOT - assisted contract or the requirements of 49 CFR Part 26. The CONTRACTOR 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.

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

The TPA, the CONTRACTOR, and the TPA's other contractors, shall take all necessary and reasonable steps to ensure disadvantaged businesses have an opportunity to compete for and perform the contract work of the TPA, in a non-discriminatory environment.

The TPA requires that the CONTRACTOR, and the TPA's other contractors, shall not discriminate on the basis of race, color, national origin, and sex, in the award and performance of this contract. The policy covers in part the applicable federal regulations and the applicable statutory references contained therein for the Disadvantaged Business Enterprise Program Plan, Chapters 337 and 339, Florida Statutes, and Rule Chapter 14-78, Florida Administrative Code.

B. Subcontracting Required Statement. Under 49 CFR 26.13(b), each subcontractor agreement signed by the CONTRACTOR must include the following assurance:

"The CONTRACTOR, sub recipient or subcontractor shall not discriminate on the basis of race,

color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy 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 CONTRACTOR from future contracts as non-responsible.

C. The CONTRACTOR shall include the statements set forth in paragraphs A. and B. above in each subcontract or sub-consultant contract it lets.

D. Race Neutral Achievement. In accordance with 49 CFR Part 26.21, and the FDOT DBE Program Plan, DBE participation on FHWA-assisted contracts must be achieved through race-neutral methods. The TPA is required to implement the FDOT DBE Program on any contracts with FHWA funds. FDOT operates a 100% race and gender-neutral DBE program. This means that FDOT's current overall goal of 10.65% may be achieved without the use of contract DBE goals.

1. The TPA will not require use of DBEs by the CONTRACTOR as a matter of contract, nor will it seek sanctions for failing to use DBEs.
2. The TPA will not use bidder DBE commitments to evaluate bidder proposals or to select the winning CONTRACTOR.
3. The TPA will not employ local or regional preferences in the evaluation or award of the contract.
4. The TPA is precluded from using any business program besides the FDOT DBE program. County or municipal small, minority or women's programs will not be used in award, evaluation or delivery of the contract.

E. Eligible DBE Participants. For the purpose of this Agreement, the TPA will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the FDOT DBE & Small Business Development Program at 850-414-4745; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or a TPA whose DBE certification process has received FTA approval; or
3. Certified by another TPA approved by the FDOT.

F. Availability of Supportive Services. The TPA and FDOT are committed to sustainability and growth of DBEs and other small businesses. The TPA urges the selected CONTRACTOR to make considered efforts to identify and use these firms. For assistance with locating DBEs, the CONTRACTOR may access the Florida DBE Directory. Further assistance may be obtained by contacting FDOT DBE supportive services provider at <https://www.fdotdbesupportservices.com/>, 866-378-6653. Supportive services are offered free of charge to DBEs and

contractors/consultants.

G. DBE Reporting Requirements.

1. All bidders must provide Bidders Opportunity List information and must be prepared to provide this information in the FDOT Equal Opportunity Compliance (EOC) System in the future as updates are made. Instructions for doing so are located on the FDOT website at https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/content/equalopportunity/eoc-help/bidders-opportunity-list/report-bidders-list.pdf?sfvrsn=dde4e3b5_0
2. The selected CONTRACTOR must use the FDOT EOC system to report the use (or lack thereof) of DBEs. The CONTRACTOR must enter both its DBE commitments and subcontractor list in EOC. Instructions for doing so are located on the FDOT website at <https://www.fdot.gov/equalopportunity/eoc.shtm>.
3. The selected CONTRACTOR must access FDOT at least every thirty (30) days to update commitments and enter EOC payments. Instructions for doing so are located on the FDOT website at <https://www.fdot.gov/equalopportunity/eoc.shtm>.

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.

H. The CONTRACTOR 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 CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by TPA. The CONTRACTOR shall notify the TPA immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation of such. The CONTRACTOR must obtain the TPA's representative's prior approval to substitute a DBE. The CONTRACTOR shall provide copies of new or amended subcontracts, or documentation of good faith efforts, as required by the TPA. If the CONTRACTOR 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.

I. The CONTRACTOR shall provide the TPA with a copy of the CONTRACTOR's contract with any subcontractor and any other related documentation requested by TPA's representative.

J. The CONTRACTOR 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 CONTRACTOR 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 U.S. DOT or any agency thereof. The CONTRACTOR 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.

K. Prior to receiving any progress payment due under this Agreement, the CONTRACTOR shall

certify 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 CONTRACTOR in its performance of the Work, their pro-rata share(s) of the payment received by the CONTRACTOR from previous progress payments for all work completed and materials furnished in the previous period, less any retainage withheld by the CONTRACTOR pursuant to an agreement with a subcontractor for payment, as approved by the TPA and FDOT, and as deemed appropriate by TPA. The CONTRACTOR shall return all retainage payments withheld by the CONTRACTOR within thirty (30) days after each subcontractor's work has been satisfactorily completed. The CONTRACTOR shall not be entitled to any progress payment before certification, unless the CONTRACTOR 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.

L. Within thirty (30) days of the CONTRACTOR's receipt of any payment(s) received under this Agreement and any final progress payment received thereafter, the CONTRACTOR shall pay all subcontractors and suppliers having an interest in the Agreement or performing work or providing materials or supplies used by the CONTRACTOR in its performance of the Work, their pro-rata share(s) of the payment(s), unless the CONTRACTOR 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.

M. Cooperation with TPA Oversight: The TPA is responsible for conducting and documenting oversight of the RFP, bidding process, award and delivery of the CONTRACTOR contract for compliance with civil rights authorities. This includes but is not limited to conducting Commercially Useful Function (CUF) reviews on all DBEs used by the selected CONTRACTOR (or the CONTRACTOR itself, if a DBE), and by reviewing payments and retainage to ensure subcontractors are paid promptly as defined in Section 5 D. The selected contractor will cooperate fully with TPA oversight efforts, as well as those instituted by FDOT and/or FHWA.

N. 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.

O. Sanctions for Noncompliance: The selected contractor is responsible for compliance with this section, both for itself and its subcontractor, if any. Failure to comply with any provision of this section is a material breach of contract and could result in sanctions taken by the MPO or the primary recipient, FDOT, including but not limited to termination of the contract; withholding progress or final payments; assessing liquidated damages; disqualifying the CONTRACTOR from future work; or referral of noncompliance determination(s) to the FDOT or USDOT Offices of Inspector General, if appropriate.

P. 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 39. Truth in Negotiations Certificate. Signature of this Agreement by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead 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 the CONTRACTOR'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 CONTRACTORS. TPA shall exercise its rights under this section within three (3) years following final payment.

Section 40. **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 CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the TPA, nor is the CONTRACTOR authorized to use the TPA's Tax Exemption Number in securing such materials.

The CONTRACTOR 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 41. **Successor and Assigns.** The CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. The CONTRACTOR shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

Section 42. **Excusable Delays.** The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR's request, the TPA shall consider the facts and extent of any failure to perform the Work and, if the CONTRACTOR'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.

Section 43. **Arrears** The CONTRACTOR 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 CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

Section 44. **Federal Funds.** Federal funds are utilized to pay the CONTRACTOR hereunder. Consequently, all provisions as set forth in Exhibit C attached hereto as incorporated herein by this reference. Pursuant to Section 218.77, Florida Statutes, payment for services and products provided by this Agreement and time thereof is contingent upon receipt of federal funds or federal approval.

Section 45. **Warranty.** Attached hereto as Exhibit D and by this reference incorporated herein is a copy of the warranty of performance, fitness, and merchantability of the work performed by the CONTRACTOR and with regard to any equipment provided or installed pursuant to this Agreement.

The Remainder of this Page is Intentionally Left Blank

IN WITNESS WHEREOF, the Palm Beach Transportation Planning Agency and the CONTRACTOR have hereunto set their hands to this Agreement on this 7th day of December, 2023.

Spectrum Renovations AC LLC
A Florida Limited Liability Company

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

By: [Signature]
John R. Eddy, President
Title: Authorized Member/Manager
Date: 12/7/23

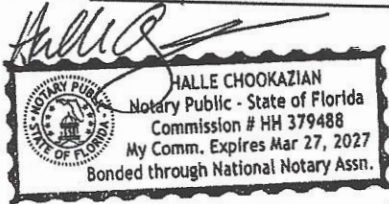
By: [Signature]
Valerie Neilson
Title: Executive Director
Date: 12/07/2023

ATTEST FOR Spectrum Renovations AC LLC

ATTEST FOR TPA:

[Signature]
Print Name: 12-7-23

[Signature]
Ruth Del Pino, TPA Agency Clerk



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

[Signature]
Paul R. Gougelman, Esq.
TPA General Counsel

Exhibit A

SCOPE OF SERVICES

CONSULTANT shall provide a turn-key solution that includes the labor, material, and equipment required to efficiently address the humidity issue within the Palm Beach TPA Board Room and complete installation of the HVAC system and equipment.

The Services shall include, but not be limited to:

1. Installation of Dehumidifier Equipment

- A. New Electrical routed to panel
- B. New ductwork for dehumidifier
- C. Installation of Drain Pan
- D. Installation of safety overflow switches
- E. Installation and programming of new humidistat.
- F. Add new intake and supply vent in drop ceiling for dehumidifier.

2. Installation of HVAC Equipment

- A. Installation of 15 Ton Carrier Unit
- B. Installation of Curb Adaptor (If needed)
- C. Installation of Fresh Air Damper per FL Building Codes
- D. Disposal of old equipment in accordance to EPA regulations.
- E. New Roof Drains and Pipe props.
- F. Reconnect to existing duct detectors.
- G. Install Honeywell 2 Thermostat

2. Equipment

- A. Honeywell Dehumidifier.
- B. New Drain Pan
- C. New Overflow Switch
- D. Control for Dehumidifier
- E. HVAC 15 Ton Carrier Unit
- F. Honeywell 2 Thermostat

Exhibit B

QUOTE PROVIDED BY SPECTRUM A/C RENOVATIONS LLC



Spectrum A/C LLC
 1107 53rd Ct S
 Mangonia Park, FL 33407
 (561) 231-4931
 CAC1820232

BILL TO
 Palm Beach Transportation Planning Agency
 301 Datura Street
 West Palm Beach, FL 33401 USA

ESTIMATE 32701171	ESTIMATE DATE Oct 26, 2023
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JOB ADDRESS
 Palm Beach Transportation Planning Agency
 301 Datura Street
 West Palm Beach, FL 33401 USA

Job: 32695573
Technician: Jason Houle

TASK	DESCRIPTION	QTY	PRICE	TOTAL
Dehumidifier	<p>*We are installing Honeywell/April air 65 pint/70 pint Dehumidifier. *Will include new emergency drain pan, SS2 and SS3 Floatswitch, 120 volt outlet, condensation pump, Humidistate as needed. *Will choose proper application too Eradicate the high humidity from its roots. *Will duct dehumidifier into central A/C if need and applicable. *Unit will come with 1 year labor warranty. *Unit will have 5 year all parts warranty. *Warranty will be handled M-F 8AM-5PM. *Note some houses may require additional Dehumidifiers.(usally houses over 2500 SQ foot or with sprayed in insulation. *Whole house dehumidifiers are a low-maintenance way to keep your entire home dry, healthy, and comfortable. Although high humidity is most often a problem in basements and crawl spaces, excess moisture can rise up and infiltrate your entire home. As a result, you might feel hot and sticky indoors, have pest problems, see mold and mildew growth, and possibly develop allergy symptoms. Whether it's portable or connected inline with your HVAC system, a whole house dehumidifier helps you maintain a healthy humidity level throughout all the rooms in your home. Browse through our most recommended whole house dehumidifiers below. If high humidity is a problem throughout your home, you can alleviate the problem somewhat with your air conditioner. Air conditioners dehumidify the air as part of the cooling process. However, if your humidity level has skyrocketed, your AC likely won't be able to keep up with the moisture removal demands of your space. A whole house dehumidifier picks up where your AC leaves off. Whole house dehumidifiers work in one of two ways. Some models install directly onto your HVAC system and dehumidify the air as it flows back and forth through your air ducts. Other whole house</p>	1.00	\$3,500.00	\$3,500.00

models are portable and large enough to dehumidify the entire square footage of your home. Consider which style you prefer when selecting your model. Portable whole house dehumidifiers are "plug-and-go" appliances that don't require a lot of installation work. Alternatively, whole house dehumidifiers that work with your HVAC system may require the help of a professional installer.

SUB-TOTAL	\$3,500.00
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TOTAL	\$3,500.00
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Thank you for choosing Spectrum AC LLC

CUSTOMER AUTHORIZATION

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Spectrum AC LLC as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

Sign here

Date



Spectrum A/C LLC
 1107 53rd Ct S
 Mangonia Park, FL 33407
 (561) 231-4931
 CAC1820232

BILL TO

Palm Beach Transportation Planning Agency
 301 Datura Street
 West Palm Beach, FL 33401 USA

ESTIMATE	ESTIMATE DATE
32826972	Nov 02, 2023

JOB ADDRESS

Palm Beach Transportation Planning Agency
 301 Datura Street
 West Palm Beach, FL 33401 USA

Job: 32820184
Technician: Jason Houle

ESTIMATE DETAILS

Residential Change Out (Proposal): Upon arrival I noticed water leaking in roof from electrical penetration point for high voltage for 15 ton package unit on roof. I opened panels on existing unit and found that the bottom of the unit is completely rusted threw causing the water damage in the conference room below the unit is very old and can't be repaired. I informed person on site that the water would continue to leak unit unit is replaced. This is something that should be done asap due to the amount of water leaking in also as badly as the unit is damaged the damage in the office will get worse also mold will continue to grow. Also the coil on the unit is extremely damaged due to the age of the system the metal fins are just flacking right off.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
package unit	* Provide and install a 15 ton carrier package unit	1.00	\$29,870.00	\$29,870.00
	* Provide and install a curb adaptor.(If needed)			
	* Provide and install fresh air damper per Florida Building Code.			
	* Bring a 50 ton crane to holst units			
	* Disposal of old equipment in accordance to the EPA regulations.			

* Provide engineer drawings for the hurricane tie down schedule.

* All work will be performed as per Florida Building Code.

Units come with 10 year all parts warranty* and a 3 year labor warranty* With equipment registration
(Customers Responsibility to Register)

**3 YEAR labor warranty does NOT APPLY to commercial addresses, rental properties, pancake units or air handlers and condensers bought individually . Commercial addresses, rental properties and pancake units come with a 1 Year labor warranty.
Plan: JBALTNB150
3 YEAR Protection for AC Complete Split System or Package Units Only
-
[1.5 - 5Ton] - Length: 3 years

HOURS OF SERVICE: Repair service and service calls will be made during normal working hours of the service dealer. We do not cover overtime rates.

MAINTENANCE REQUIREMENT: You must maintain the equipment in accordance with the service requirements set forth by the manufacturer to keep Your Service Agreement in force. Evidence of proper service, when required by Administrator, must be submitted in the event of a claim. Failure to have a licensed HVAC contractor perform annual maintenance may result in denial of coverage under this Agreement. Maintenance related issues such as drain lines, filters, etc. are not covered under this warranty. For claims or information about this Contract contact HVAC Warranty Plus. HVAC Warranty Plus Corp is the service agent for this Contract. 561-231-6674
*COMERCIAL PROPERTY WILL HAVE 1 YEAR LABOR 1 YEAR PARTS LIMITED COVERAGE .
Coverage does not apply to commercial units

SUB-TOTAL	\$29,870.00
TOTAL	\$29,870.00

Thank you for choosing Spectrum AC LLC

CUSTOMER AUTHORIZATION

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Spectrum AC LLC as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include

Exhibit C**FEDERAL TRANSIT ADMINISTRATION REQUIRED CONTRACT CLAUSES****FEDERAL TRANSIT ADMINISTRATION REQUIRED CONTRACT CLAUSES**

A. No Government Obligation to Third Parties. CONTRACTOR 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 contractor, or any sub-recipient, or any other party pertaining to any matter resulting from this contract or purchase order. CONTRACTOR agrees to include a similar provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.

B. Program Fraud and False or Fraudulent Statements. CONTRACTOR 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 regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with this Agreement. Upon execution of this Agreement, CONTRACTOR 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, CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR agrees to include the above stated provisions in each subcontract financed in whole or in part with federal assistance provided by the FTA. CONTRACTOR shall not modify the above stated provisions except to identify the subcontractor who will be subject to the provision.

C. Federal Changes. CONTRACTOR 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. CONTRACTOR's failure to so comply shall constitute a material breach of this Agreement. CONTRACTOR 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 Federal Transit Administration (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. CONTRACTOR 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. CONTRACTOR 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, CONTRACTOR 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, CONTRACTOR agrees to comply with all applicable federal implementing regulations and any other implementing requirements FTA may issue.

The TPA does not discriminate on the basis of race, color, national origin, sex, age, religion, disability and family status. Those with questions or concerns about nondiscrimination, those requiring special assistance under the Americans with Disabilities Act (ADA), or those requiring language assistance (free of charge) should contact Melissa Murray at (561) 725-0813 or Info@PalmBeachTPA.org.

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, CONTRACTOR 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. CONTRACTOR 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, CONTRACTOR 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, CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONTRACTOR 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, CONTRACTOR 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, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

3. CONTRACTOR 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 38 of the Agreement.

Q. 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, CONTRACTOR 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. CONTRACTOR agrees to comply with and does hereby assure and certify the compliance of each third-party contractor 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. CONTRACTOR further agrees to include a provision requiring such compliance in its subcontracts or any lower tier covered transaction it enters into.

R. Clean Air. The Clean Air requirements apply to all contracts exceeding \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401, *et seq.* CONTRACTOR 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. CONTRACTOR further agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FTA.

S. Clean Water. If this Agreement is valued at \$150,000 or more, CONTRACTOR 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.* CONTRACTOR 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. CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FTA.

T. Energy Conservation. CONTRACTOR 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.

U. Seat Belts. CONTRACTOR is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate CONTRACTOR-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, CONTRACTOR 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. Notwithstanding the foregoing, Section 316.614, F.S., requires that the CONTRACTOR, its sub-contractors, and its and their employees, volunteers, agents, use and wear seat belts at all times when a motor vehicle, as defined by Florida law, is operated or in use.

Exhibit D - Warranties

Exhibit D

WARRANTY INFORMATION

Warranty for HVAC 15-ton Gallon Unit

Units come with 10 year all parts warranty* and a 3 year labor warranty* With equipment registration
(Customers Responsibility to Register)

**3 YEAR labor warranty does NOT APPLY to commercial addresses, rental properties, pancake units or air handlers and condensers bought individually . Commercial addresses, rental properties and pancake units come with a 1 Year labor warranty.

Plan: JBALTNB150

3 YEAR Protection for AC Complete Split System or Package Units Only

-

[1.5 - 5Ton] - Length: 3 years

Warranty for Honey Well Dehumidifier

*Unit will come with 1 year labor warranty.

*Unit will have 5 year all parts warranty.

*Warranty will be handled M-F 8AM-5PM.

TPA RESOLUTION 2023-25

A RESOLUTION APPROVING THE PROPOSED 2020 FHWA ADJUSTED URBAN BOUNDARIES FOR PALM BEACH COUNTY

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, the Florida Department of Transportation, District Four (FDOT D4) initiated the decennial review of the Federal Highway Administration (FHWA) adjusted urban boundaries and Functional Classifications of roads, as defined in 23 USC 101(a)(33) –(34) and 49 USC 5302(a)(16) –(17); and

WHEREAS, the TPA Governing Board has reviewed and concurred with the draft 2020 FHWA Adjusted Urban Boundaries for Palm Beach County; and

WHEREAS, additional coordination on Federal Functional Classification designations for all public roads in Palm Beach County will be continually coordinated and mutually supported by the FDOT D4 and TPA.

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 the Proposed 2020 FHWA Adjusted Urban Boundaries for Palm Beach County, attached hereto as “Exhibit A” and by this reference incorporated herein.

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 14th day of December 2023.

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

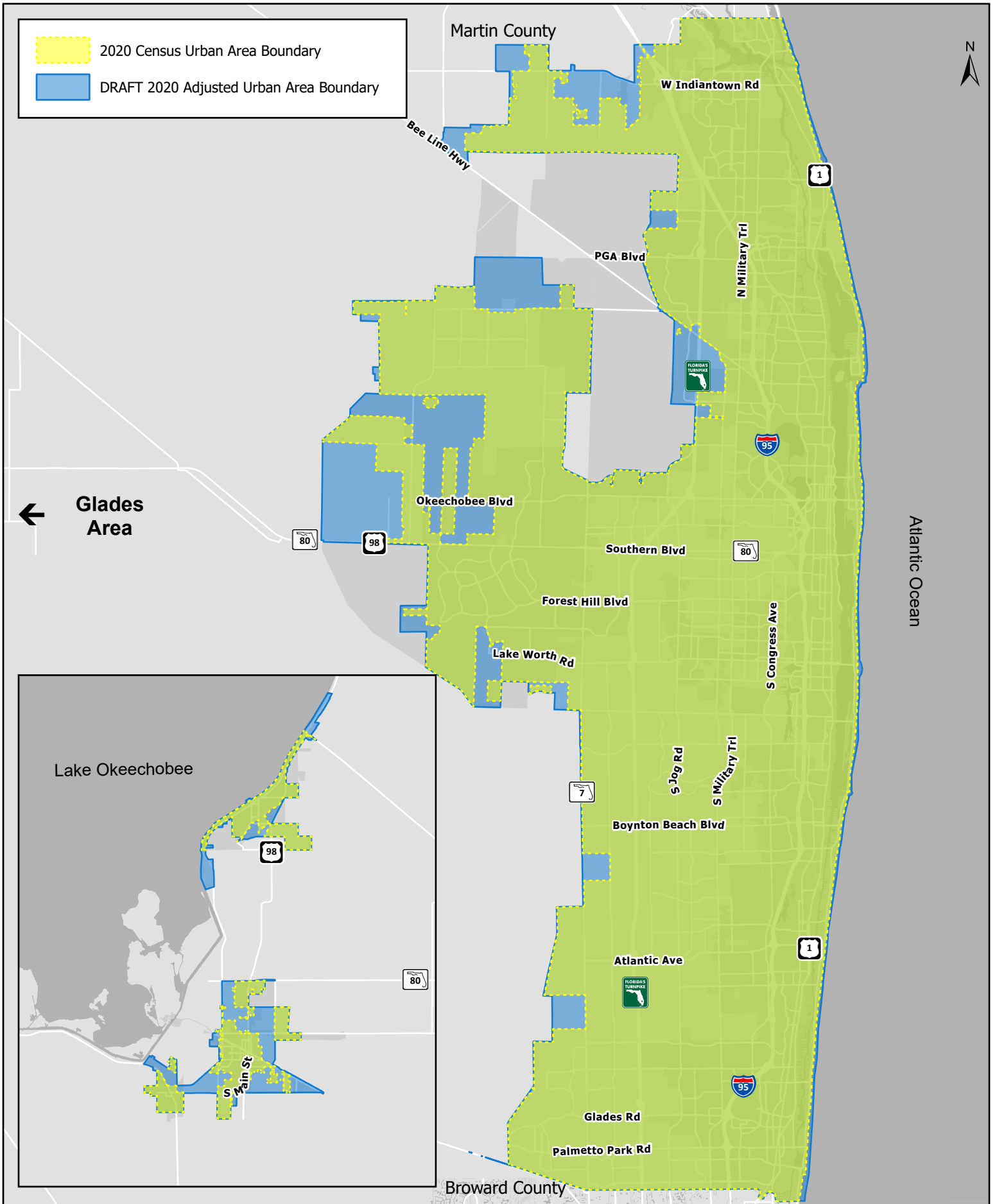
By: _____
Mayor Chelsea Reed, as its Chair

ATTEST:

Ruth Del Pino, TPA Agency Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Paul R. Gougelman, TPA General Counsel



FDOT

District 4

2020 Urban Area Boundary and Functional Classification Adjustments

Dec. 14th, 2023

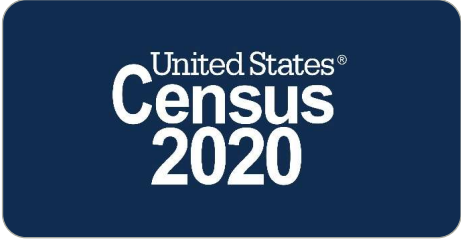
Agenda

- 1. FDOT D4 System Analytics Group Updates**
 - UAB & FC Overview
 - UAB Modification Timeline
 - Resources
- 2. FHWA Guidance for UAB Smoothing**
- 3. D4 DRAFT Smoothed Urban Area Boundary**
 - Review
 - Discussion

- Background
- FHWA Guidance
- D4 Updates
- Discussion
- Next Steps

FDOT

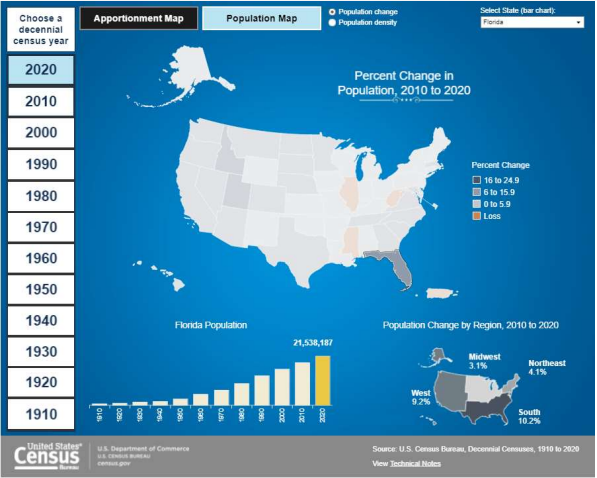
2020 Census Urban Boundary and Functional Classification Update




Urban Areas are revised every 10 years based on population counts from decennial census.


Urban Boundaries are adjusted to be consistent with transportation needs.

Functional Classification reviewed and updated in conjunction with adjusted urban boundaries.




Historical Apportionment Data Map (Interactive) (census.gov)







Final US Census Urban Area Criteria Highlights

- 2,000 housing units or 5,000 persons (2,500 persons in 2010).
- Census Block level instead of Tract level designation.



Source Link: [Urban Area Criteria for the 2020 Census-Final Criteria](#)





Urban Area Boundary Adjustment FHWA Recommended Schedule

- Recommended 12-month schedule following Census release of Urban Area Boundaries.
- At a minimum – confirm Census boundaries are adequate.
- Build/share understanding of game plan.
- Generate maps and share electronically – use **GIS**.
- Encourage/work towards timely delivery of UB revisions.

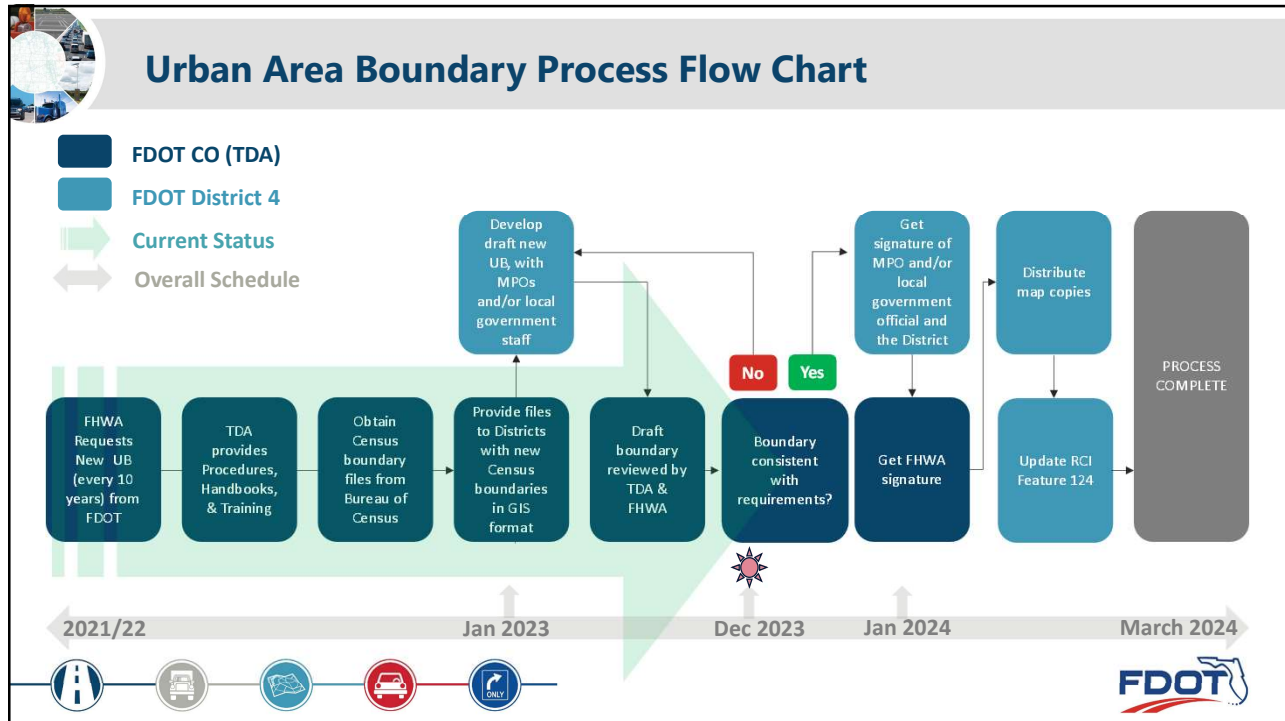
Event	Months Following Release of 2020 Census Urban Area boundaries
FHWA issues transmittal letter	Month 1
Begin adjusted urban area boundary update process	Month 1
DOT works with planning partners to define adjusted urban area boundaries	Month 3-9
Provide draft final data and/or maps to FHWA Division Office for review	Month 10
DOT incorporates Review Comments	Month 11
DOT submits adjusted urban area boundaries to FHWA Office of Planning	Month 12

Tentative Timeline

The timeline is divided into two main phases: **2020 Census Urban Area Boundary (UAB) Designation** (left, light blue background) and **Roadway Functional Class (FC) Designation** (right, light yellow background).

- 2021:** Planning and Coordination
- Winter 2022:** US Census Releases Finalized 2020 Urban Areas
- 2023-2024:** Coordination of 2020 Urban Area adjustments
- 2024:** Finalize Urban Area adjustments and begin review of Functional Classification
- 2025*:** FDOT Business System Integration and HPMS Submission
- 2026:** Finalize Functional Classification review and Transportation Improvement Plans (TIPs) Submission

FHWA will consider all urban area boundaries final as of April 15, 2025, and will use the original 2020 Census boundaries for all urban areas that have not been adjusted.



FDOT Website Resources

UBFC Info Page:
<https://www.fdot.gov/statistics/hwysys/UBFC-update-process.shtm>

UBFC Data Hub (FDOT ArcGIS Online Account is Required to Upload a File)
<https://urban-boundary-functional-class-update-2020-fdot.hub.arcgis.com/>

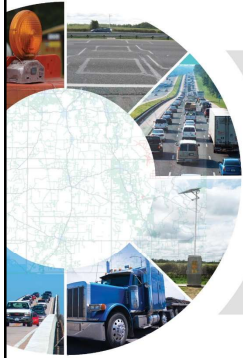
UBFC Story Map:
<https://storymaps.arcgis.com/stories/35c2943b23e64908b06dcedbb695c0ff>

Adjusted Urban Boundary and Functional Classification Data Hub

Urban Boundary and Functional Classification Update Process

Florida Department of Transportation (FDOT)
Transportation Data and Analytics (TDA) Office

FDOT



FHWA Guidance for UAB Smoothing



Census Urban Area Boundaries – Important Facts

- Urban and rural demarcation defined by function not urban area boundary.
- Area must encompass Census Bureau urban area, at a minimum.

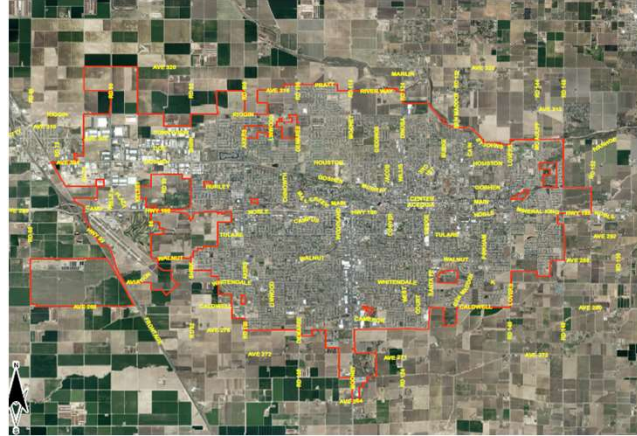
Note: States and MPOs may choose not to adjust the Census urban boundaries.





Census Urban Area Boundaries – Adjustment Considerations

- Include entire municipality.
- Include areas with urban characteristics.
- Boundary should be easy to discern.
- Boundaries should not split roadways or ramps.



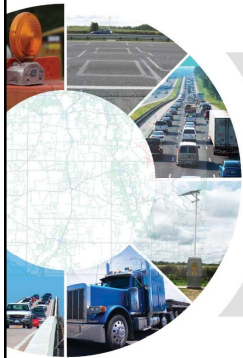
Adjustment Considerations continued

- Boundaries should encompass the entire Census Bureau urban area.
- Boundaries should be one contiguous area.
- Boundaries should be simple, without irregularities.
- Boundaries should follow municipal boundaries or other physical features.
- Boundaries should include areas with urban characteristics, such as airports, industrial areas, transportation terminals, major activity centers, etc.

Reference:

https://www.fhwa.dot.gov/planning/processes/statewide/related/highway_functional_classifications/fcauab.pdf

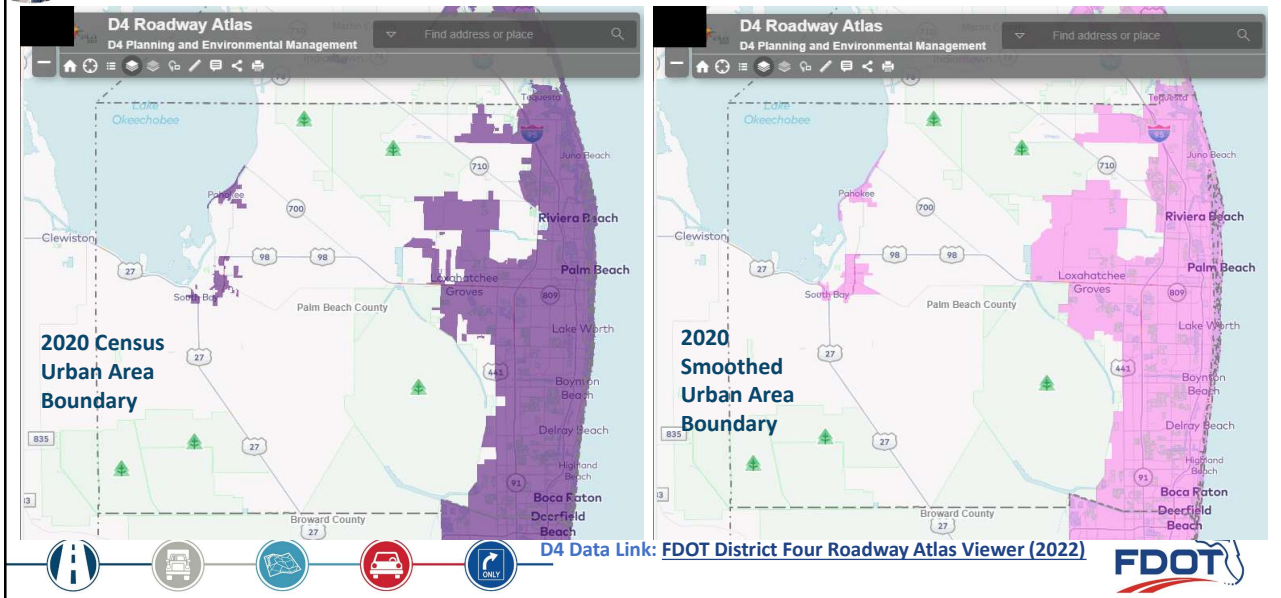




D4 DRAFT Smoothed UAB



UAB – Palm Beach County



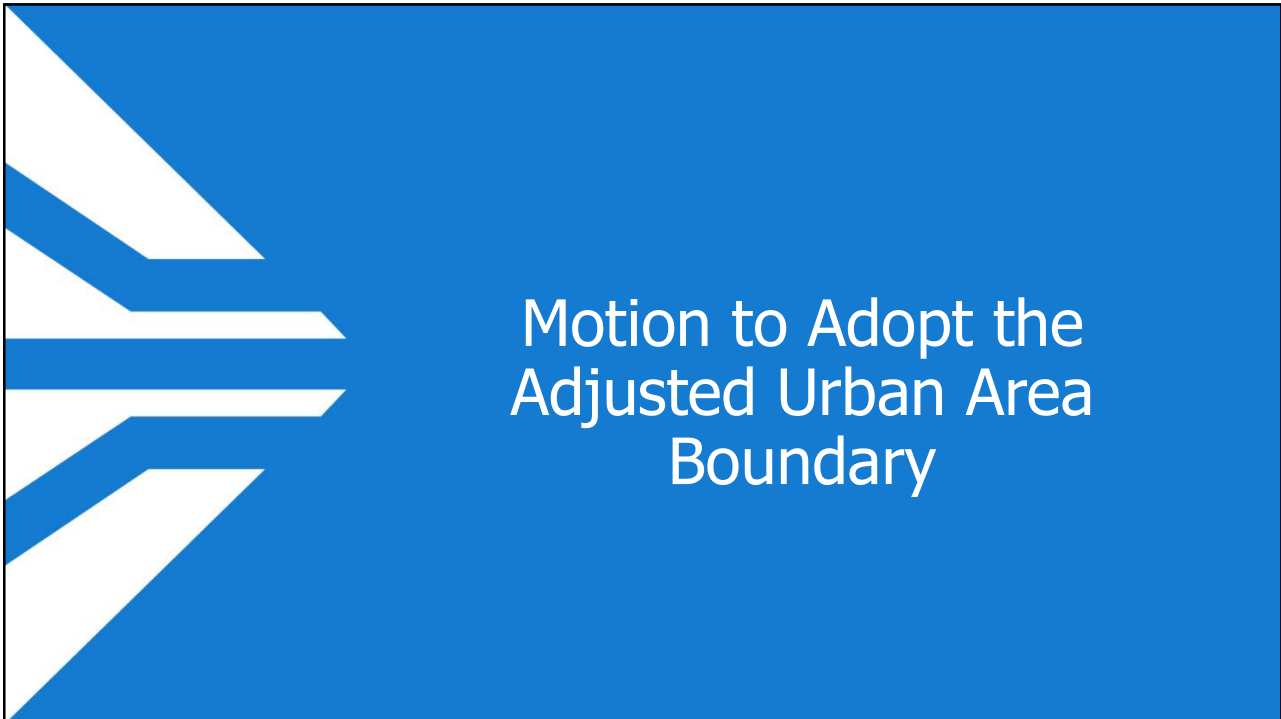


Questions

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E-mail: JLiu@caltranguard.com

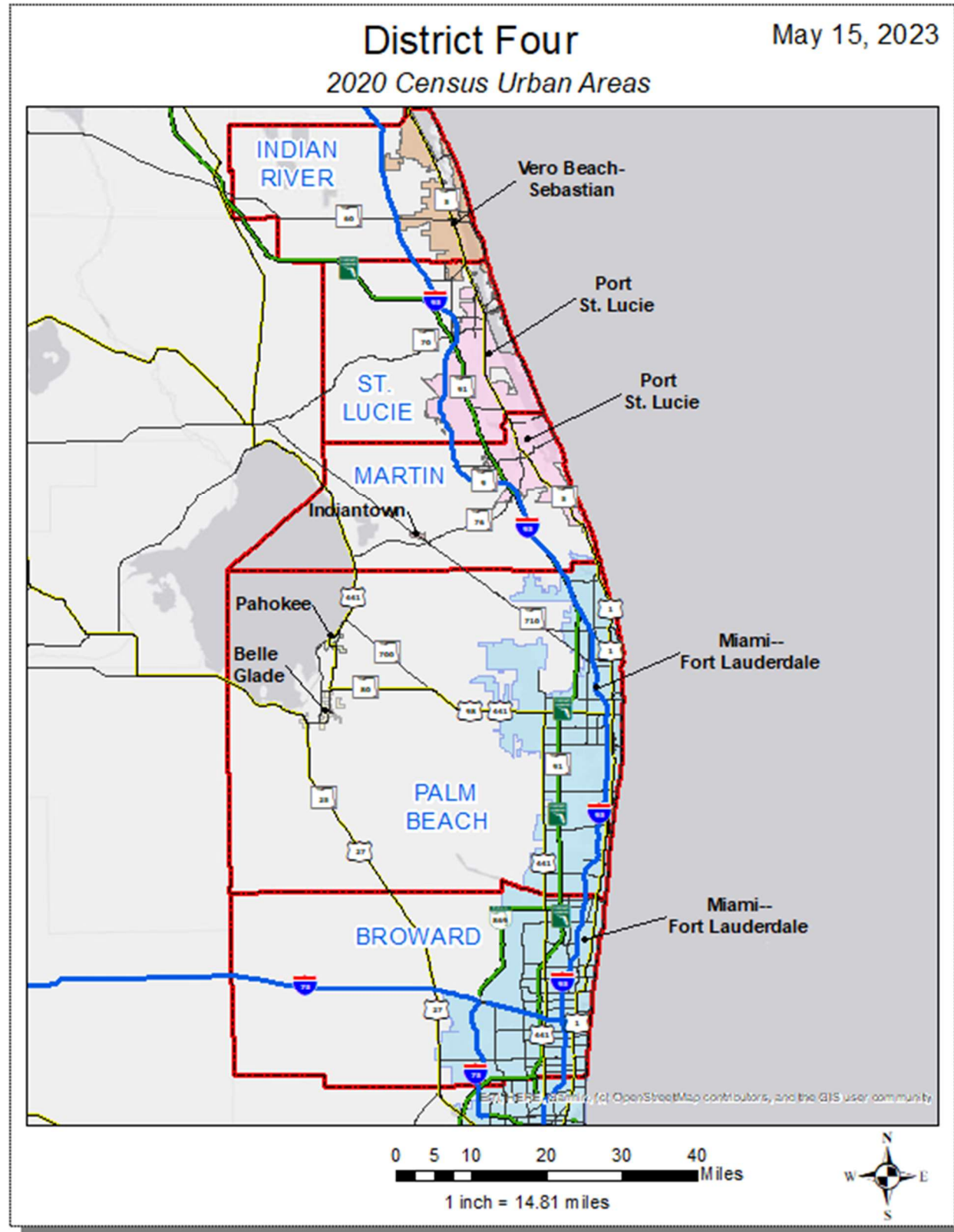


Motion to Adopt the
Adjusted Urban Area
Boundary

Florida Department of Transportation-DRAFT

District 4 – Planning & Environmental Management Office (PLEMO)

2020 Urban Boundary and Functional Classification Project



2020 Urban Boundary and Functional Classification Project
Palm Beach County as of November 28, 2023 - **DRAFT**

This document will be a companion to the finalized maps once complete for signature.

This document is focused on Palm Beach County. These are the Urban Areas from the 2020 Census Designations.

County	Urban Area
Palm Beach	Belle Glade
	Miami-Ft. Lauderdale
	Pahokee

The purpose of smoothing of the Urban Boundaries is to include new residential and commercial developments and the associated roadways and other transportation facilities. This allows Federal Highway and other transportation agencies to analyze the performance and usage of these facilities for the different urban areas across the nation.

The initial smoothing of the Urban Boundaries is intended to be the minimum. Boundaries cannot be retracted to less than the Census Designated Boundaries. Census Designation Boundaries are not contingent or based upon a previous census boundary. Every effort is made to have a Smoothed Urban Boundary aligned with fixed points of reference (e.g., at intersections, bridge structures, etc.).

While it is preferred to have a city completely within an Urban Boundary, it is not required.

This is an interactive and cooperative process with our data partners. Therefore, the MPO, TPO, TPA, or others may identify locations for extending the urban boundaries further based on local knowledge. Only new developments that are funded with completion expected prior to 2028 and roadway projects that are in the current TIP or STIP should be considered for extending boundaries.

Some examples of a roadway projects that would cause an urban boundary to be extended are the construction of an interchange, the widening of a roadway parallel (on the edge) to the urban boundary, or a new roadway such as a bypass. Each project should be reviewed prior to the adjustment(s).

Note: The documentation for the Federal Functional Reclassification of roadways will be separate.

2020 Urban Boundary and Functional Classification Project
Palm Beach County as of November 28, 2023 - **DRAFT**

General smoothing of the Census Urban Boundary

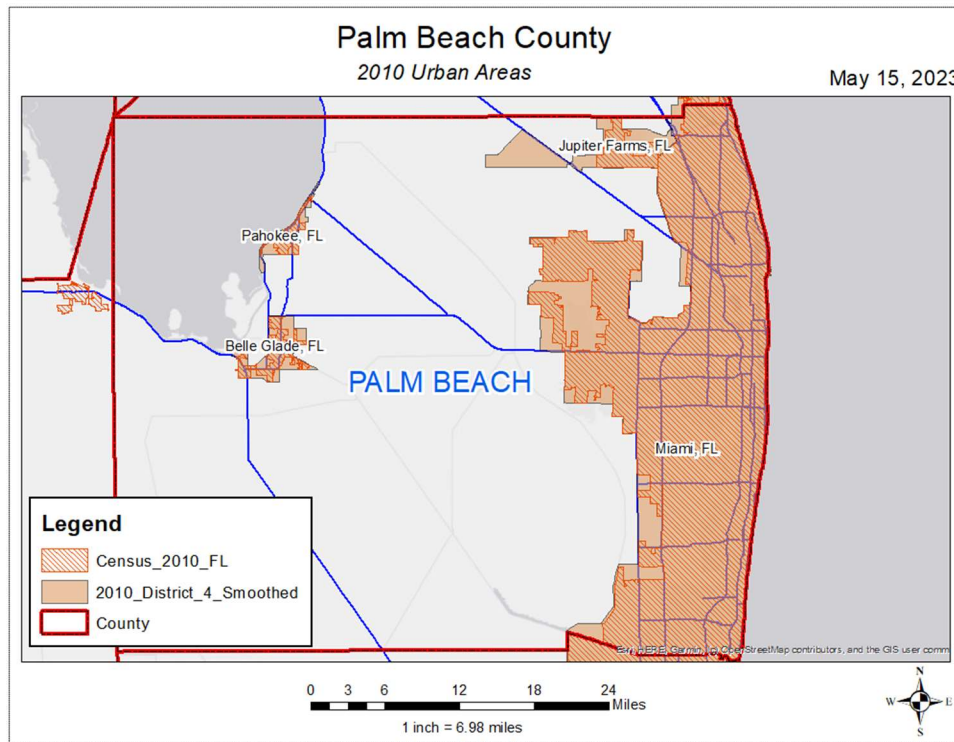
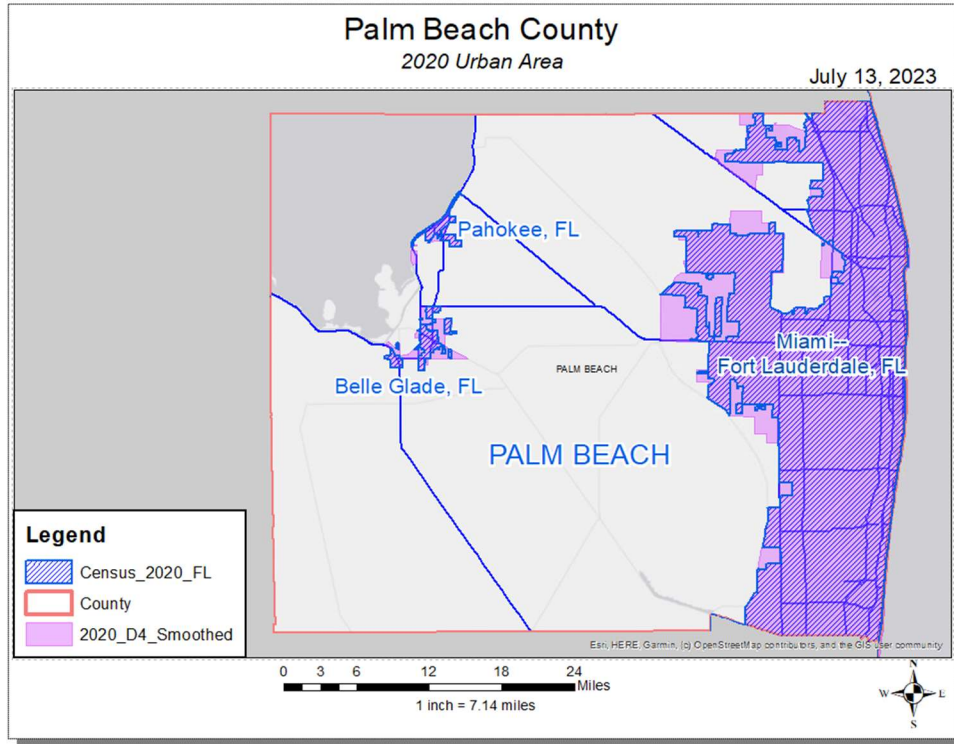
1. The Census Urban Boundary (polygon) was drawn using roadway lines from the Census Bureau. These are typically centerline alignments that when used for the boundaries do not include the full width of the roadways. The FHWA Urban boundaries are the result of smoothing to encompass the full width of the roadways and extending to fixed locations such as intersections.



2020 Urban Boundary and Functional Classification Project
Palm Beach County as of November 28, 2023 - **DRAFT**

Palm Beach County

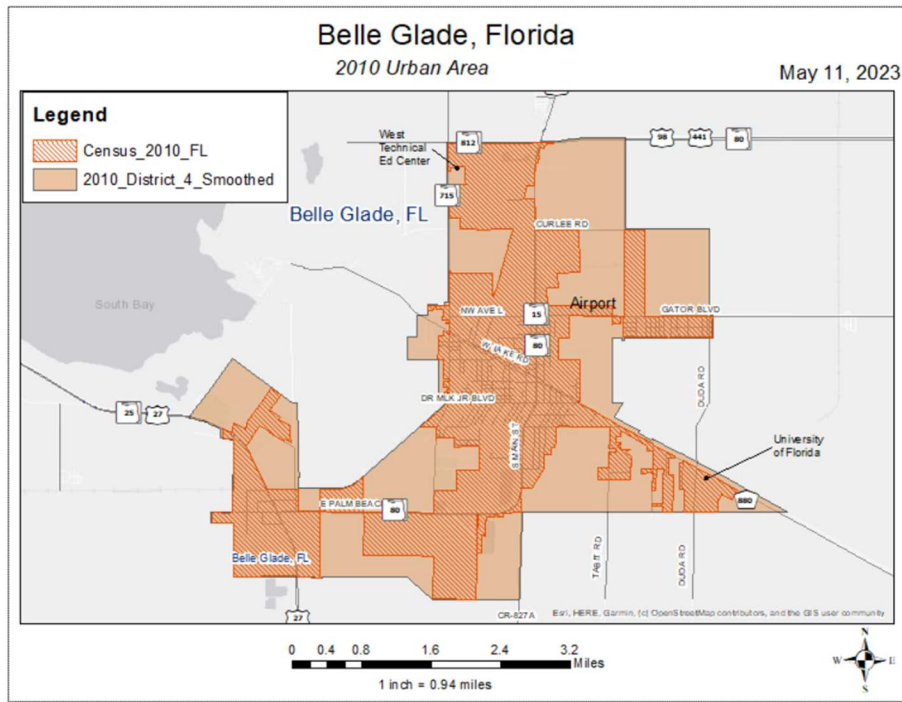
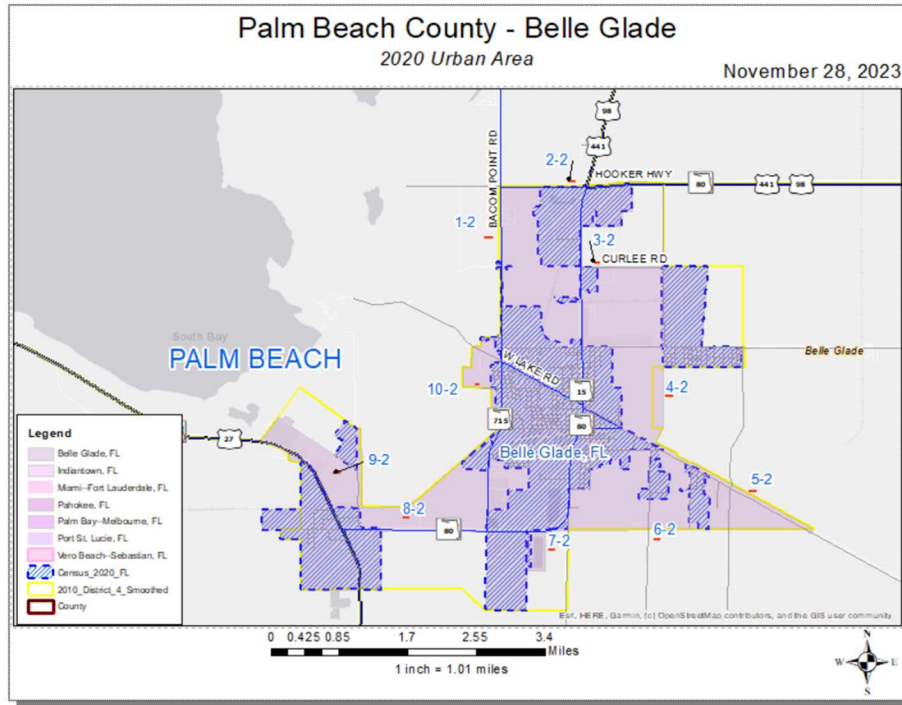
There are three urban areas within Palm Beach County. Belle Glade, Miami-Ft. Lauderdale (formerly the Miami Urban Area in 2010), and Pahokee.



2020 Urban Boundary and Functional Classification Project Palm Beach County as of November 28, 2023 - **DRAFT**

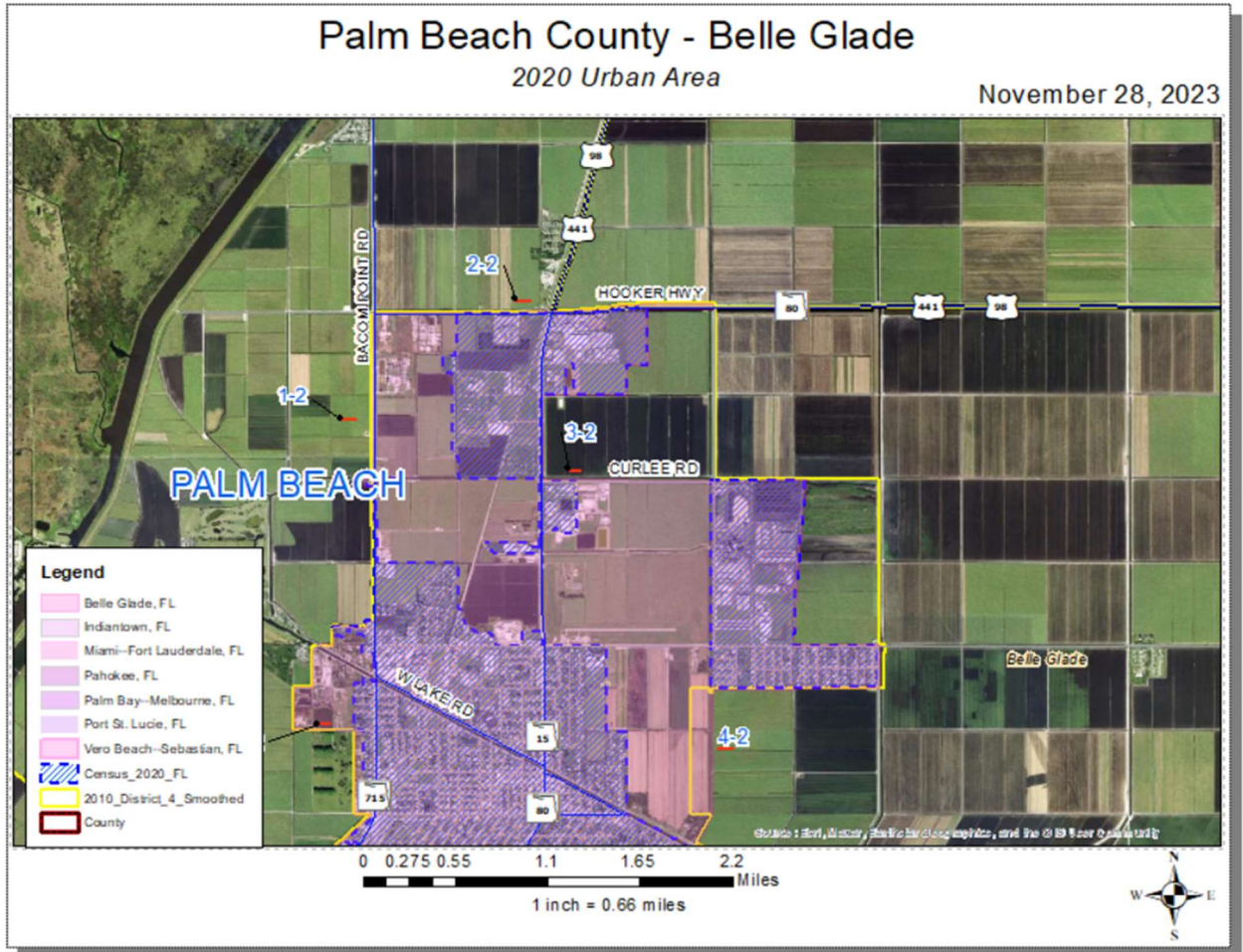
Belle Glade Urban Area Boundary

These are specific areas identified where areas are smoothed for the Belle Glade Urban Area (UA) Boundary. It consists of the core (1-Primary) block with 5 additional non-contiguous blocks as indicated on the map. FHWA allows for smoothing in the connecting roadways to indicate a comprehensive roadway network that facilitates movement within the UA. The 2010 is shown as a reference.



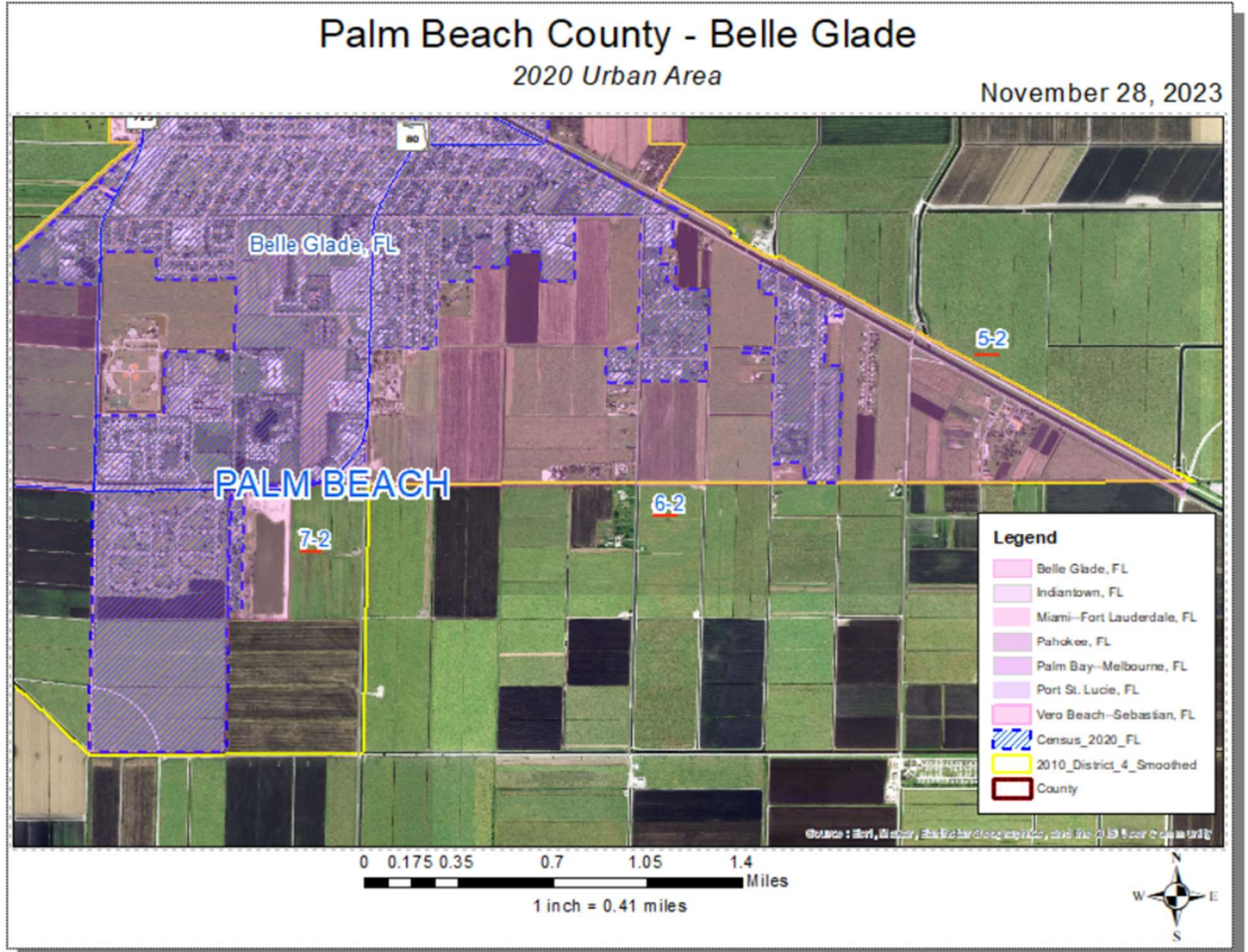
2020 Urban Boundary and Functional Classification Project
Palm Beach County as of November 28, 2023 - **DRAFT**

- 1-2. Extended north along SR-715 to the intersection with SR-812 on the Northeast corner.
- 2-2. Extended east along SR-812 to the nearest intersection at W Sugarhouse Rd.
- 3-2. Extended east along Curlee Rd to W Sugarhouse Rd.
- 4-2. Extend south along a canal to E Canal St N; this smooths in the area between SR-715, SR-812, Curlee Rd, and E Canal St N with the least amount of boundary directional changes.



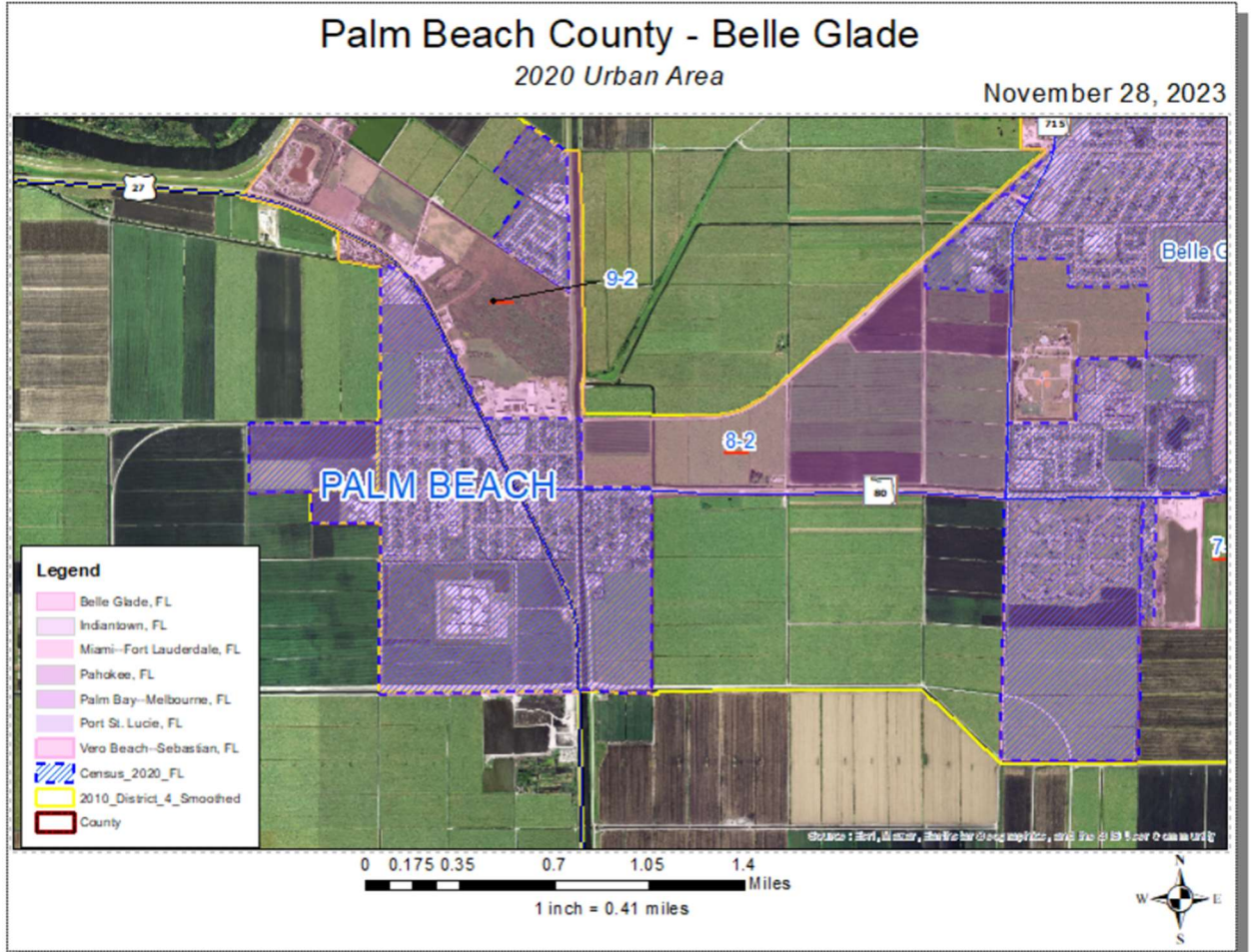
2020 Urban Boundary and Functional Classification Project
 Palm Beach County as of November 28, 2023 - **DRAFT**

- 5-2. Extended east along E Canal St N to the railroad crossing south of the city limits. –
- 6-2. Extended due east from CR-827A to CR-880/E Canal St S to the aforementioned railroad crossing this smoothed and reduced the number of directional changes to boundary.
- 7-2. Smoothed in a segment of the city boundary.



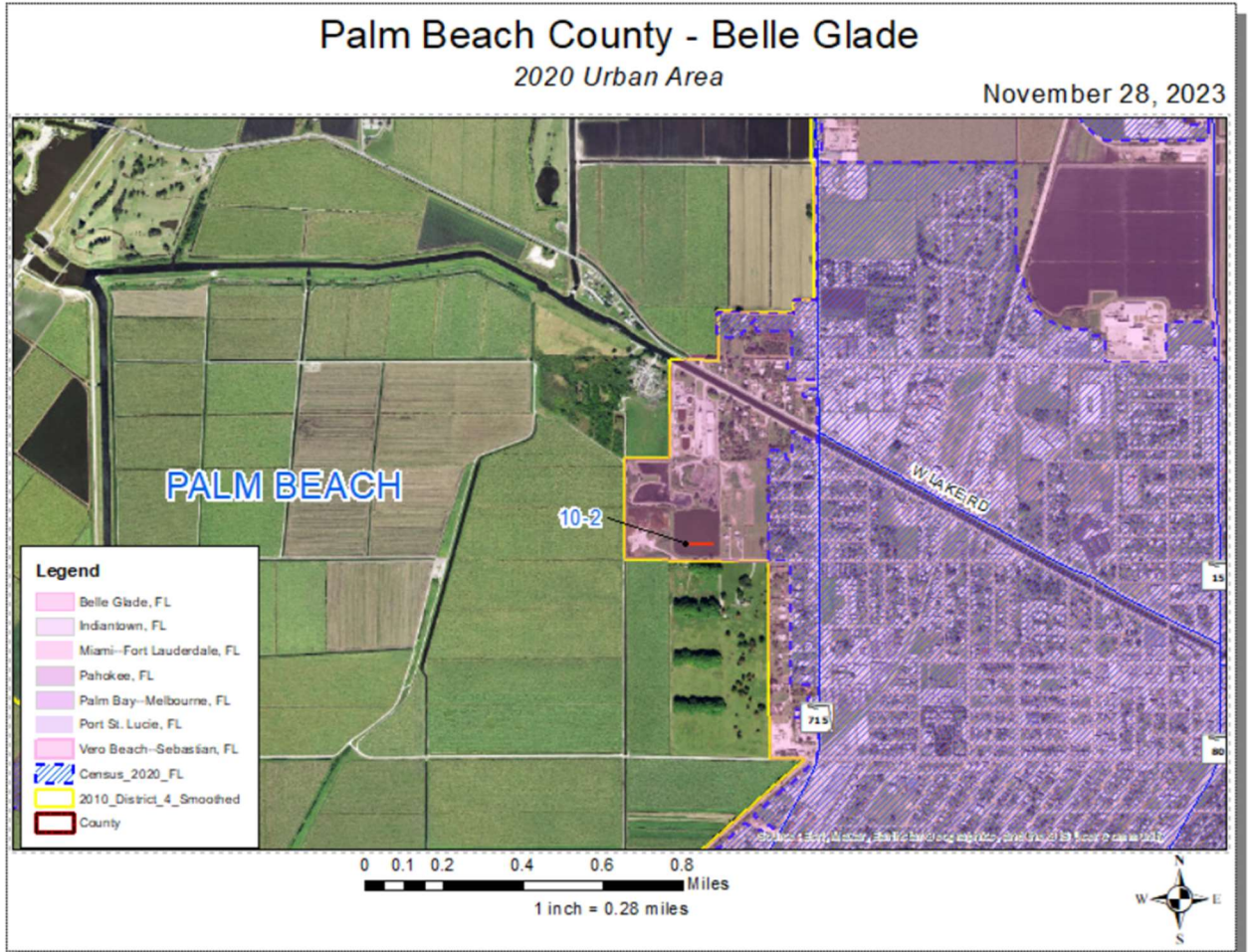
2020 Urban Boundary and Functional Classification Project
Palm Beach County as of November 28, 2023 - **DRAFT**

- 8-2. Extended the southern boundary along SR-80 and along the railroad to connect the non-contiguous urban boundary.
- 9-2. Extended the boundary north along NW 1 Ave and west along US-27 to the 2010 urban boundary and smoothed in development within the city boundary.



2020 Urban Boundary and Functional Classification Project
Palm Beach County as of November 28, 2023 - **DRAFT**

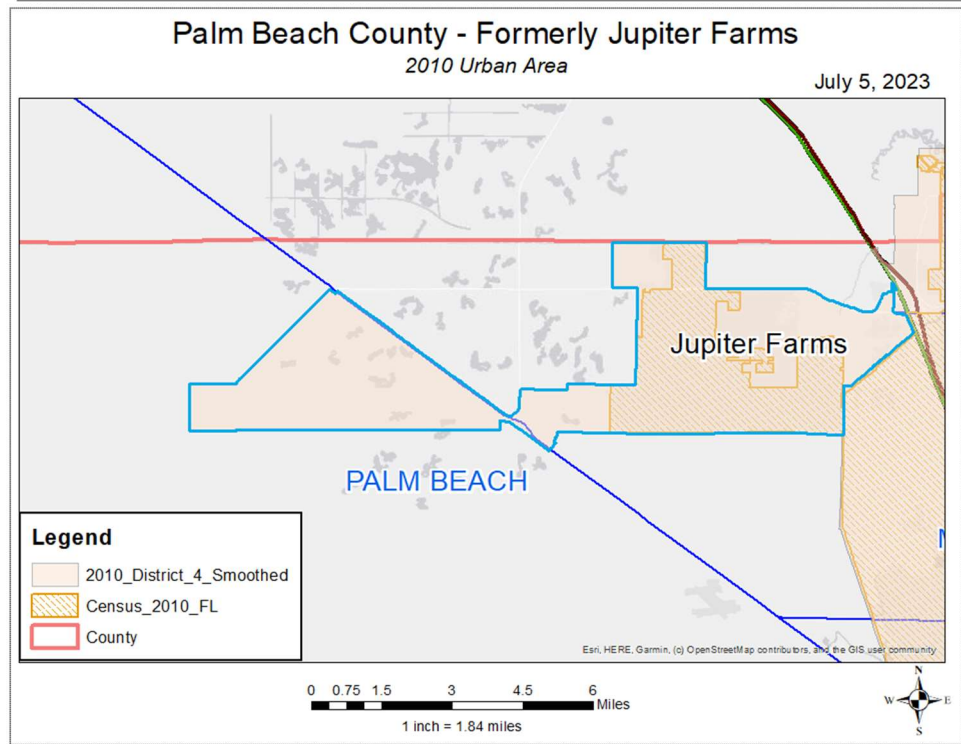
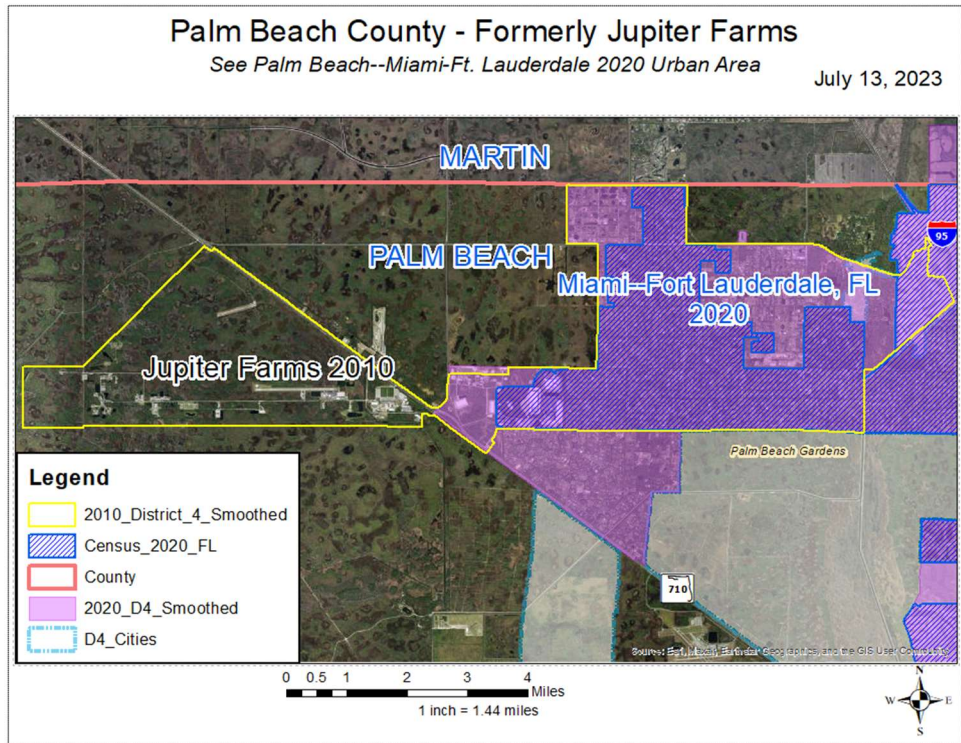
- 10-2. Extended the western boundary from SW Ave E heading north to NW Ave D to smoothing in residential development. Then extended the boundary along the perimeter of the city boundary north to W Canal St S. Lastly, smoothed the boundary to include another segment of development while reducing the number of directional changes for the urban boundary.



2020 Urban Boundary and Functional Classification Project
Palm Beach County as of November 28, 2023 - **DRAFT**

Former 2010 Jupiter Farms Urban Area

In 2010, Jupiter Farms was an urban area. In 2020, this area is partially rural and partially encompassed by the Miami-Ft. Lauderdale Urban Area.

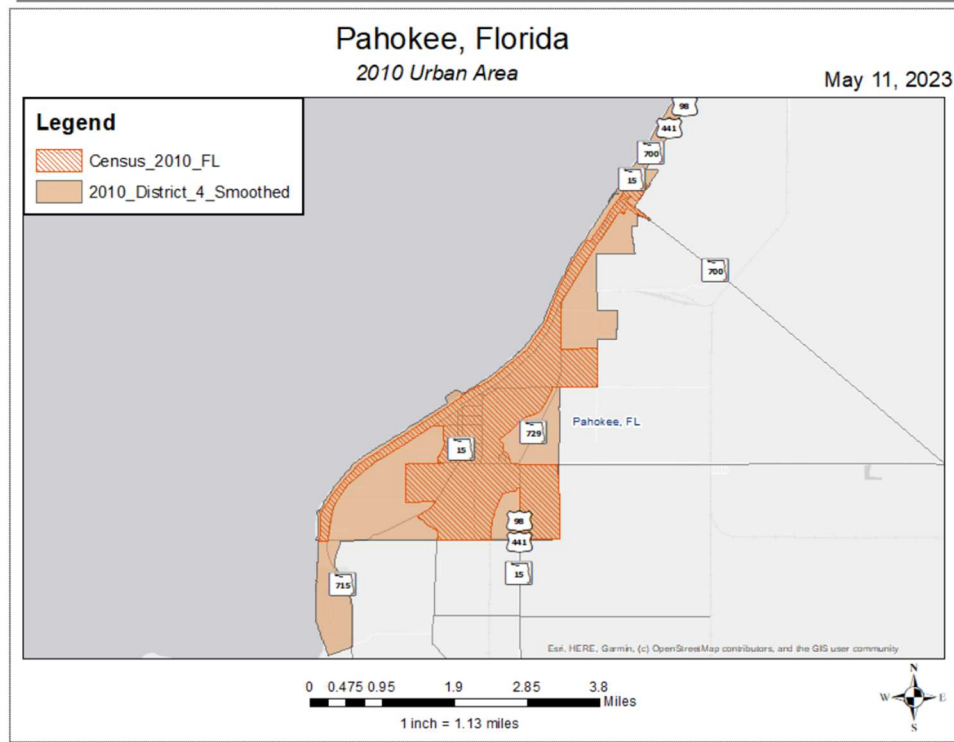
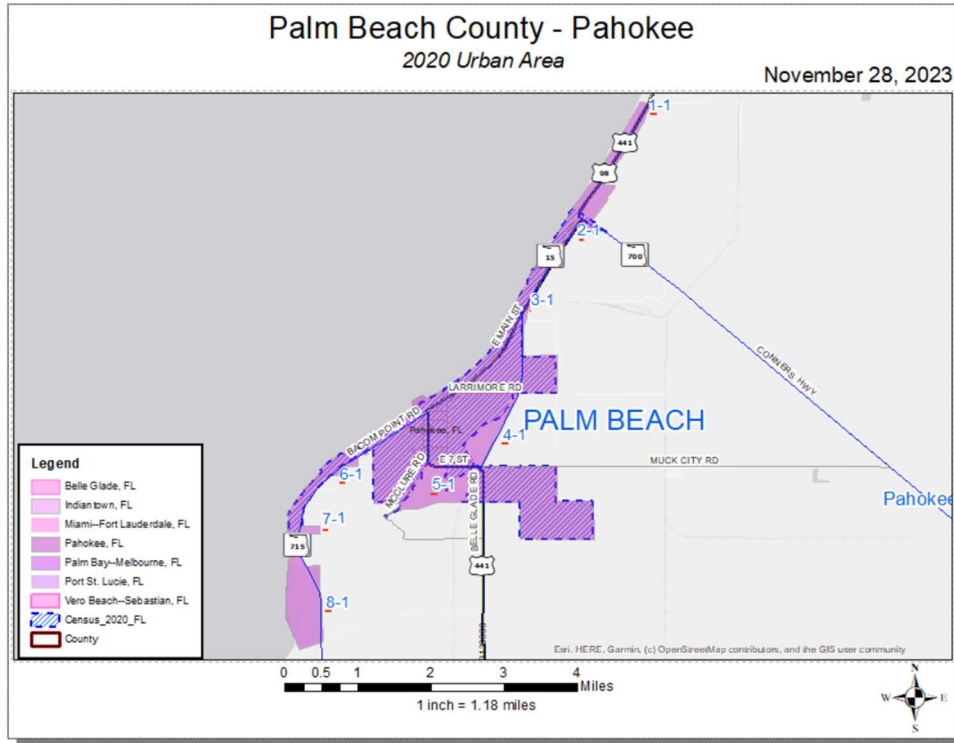


2020 Urban Boundary and Functional Classification Project

Palm Beach County as of November 28, 2023 - **DRAFT**

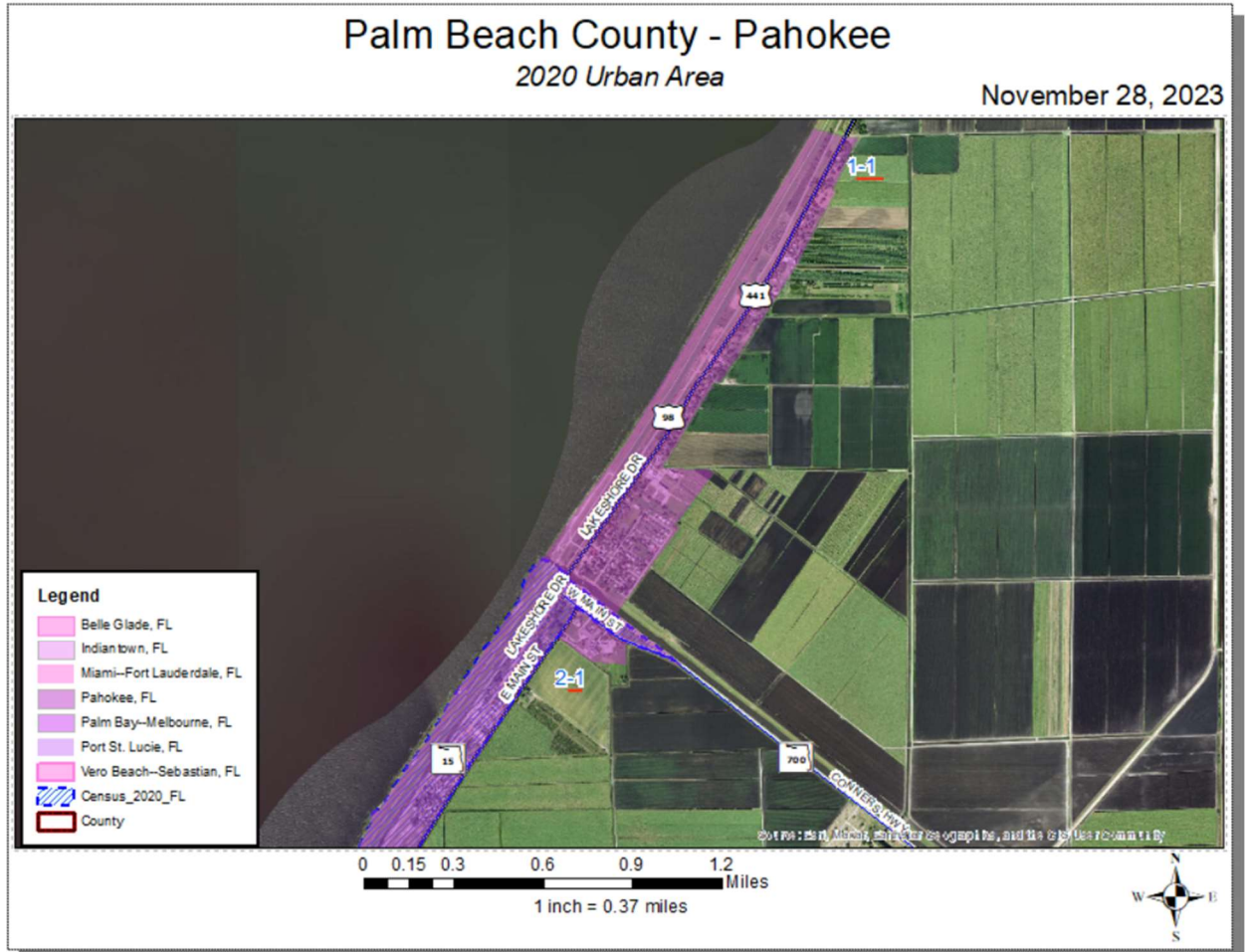
Pahokee Urban Area Boundary

These are specific areas identified where areas are smoothed for the Pahokee Urban Area Boundary. It consists of the core (1-Primary) block with 1 non-contiguous blocks. The 2010 is shown as a reference.



2020 Urban Boundary and Functional Classification Project
Palm Beach County as of November 28, 2023 - **DRAFT**

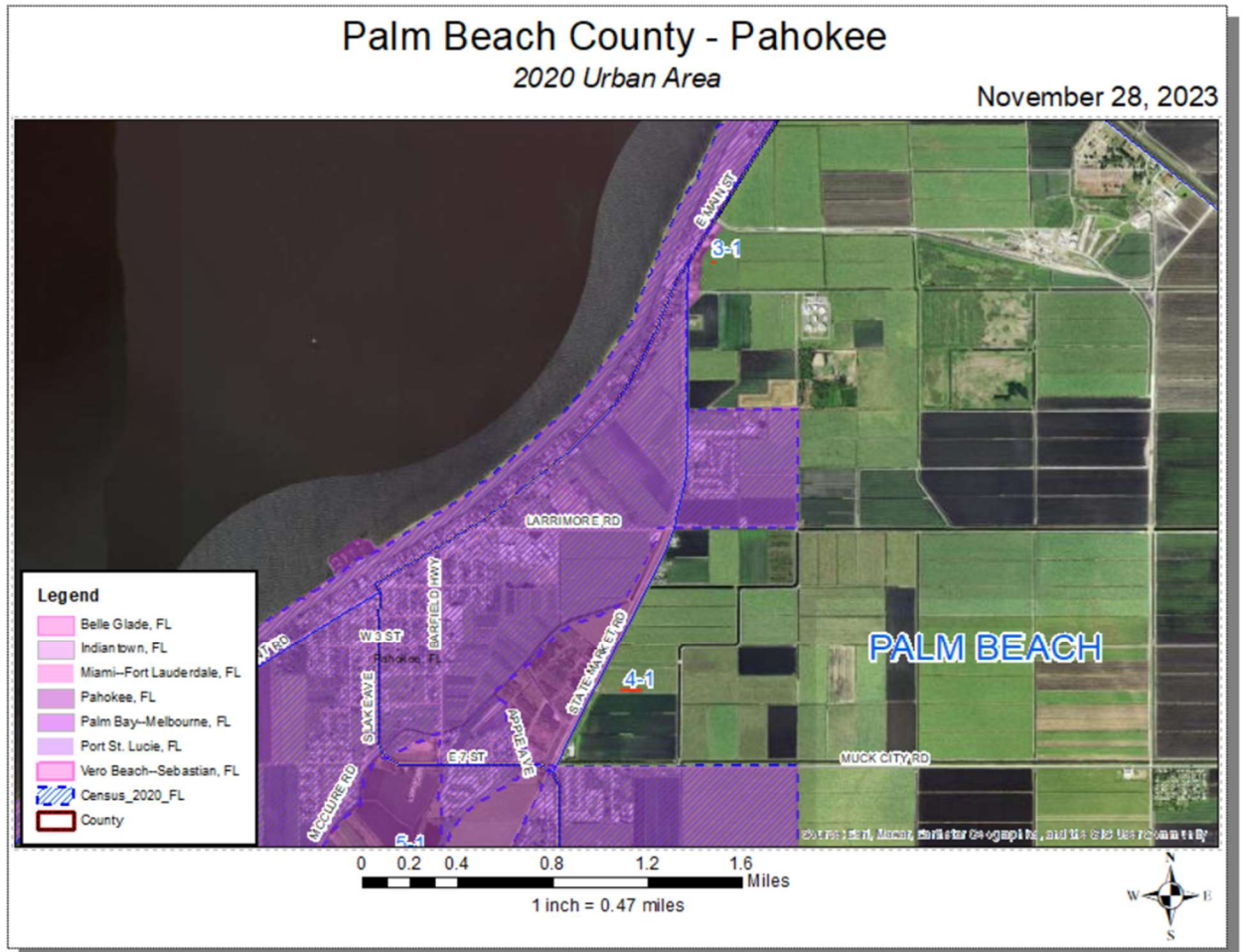
- 1-1. The boundary was extended north beyond the Old Conners Rd to include the residential areas north of the canal and north along US-98/US-441 to the intersection with Ammens Rd.
- 2-1. The northern most portion of the census boundary was extended east along SR-700 to the beginning of the northbound auxiliary lane. Additionally, the elementary school was smoothed into the urban boundary.



2020 Urban Boundary and Functional Classification Project
Palm Beach County as of November 28, 2023 - **DRAFT**

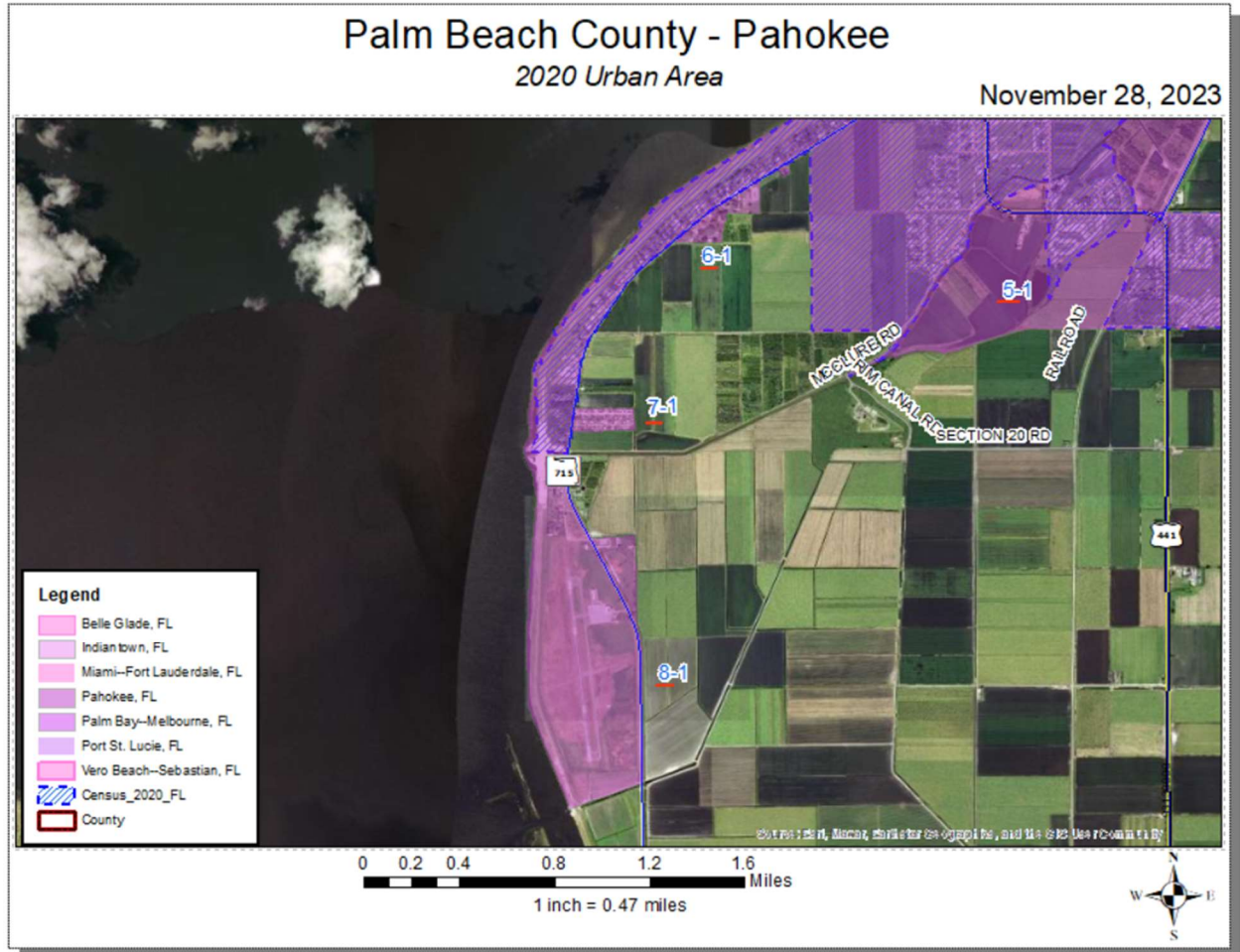
3-1. Extended eastern boundary to include development along State Market Rd.

4-1. Extended south along SR-729 to the intersection with SR-15 to reduce the number of directional boundary changes and include SR-729 within the boundary.



2020 Urban Boundary and Functional Classification Project
Palm Beach County as of November 28, 2023 - **DRAFT**

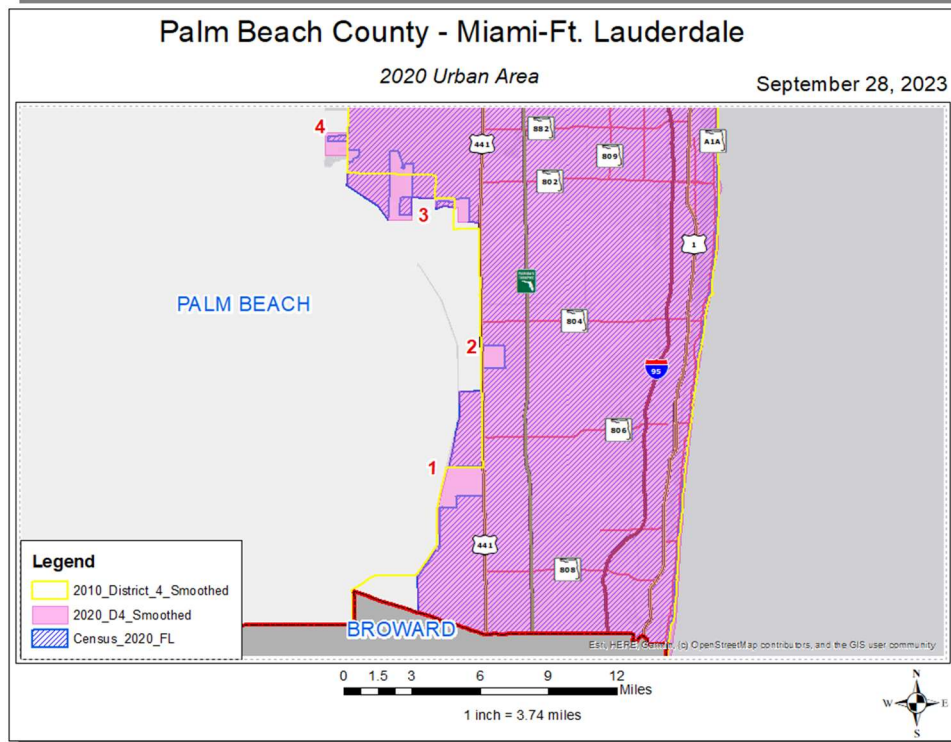
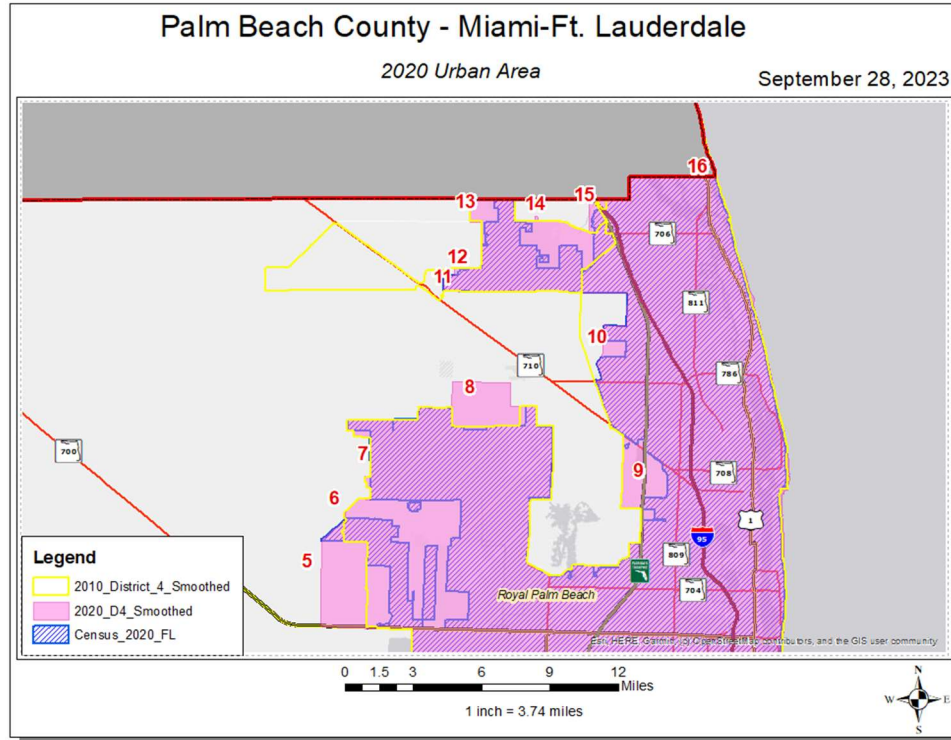
- 5-1. Extended the boundary south along McClure Rd to Rim Canal Rd then smoothed northeast along the canal to the railroad. This reduced the number of directional changes in the boundary.
- 6-1. Smoothed in residential development along SR-715.
- 7-1. Smoothed in another development along SR-715.
- 8-1. Extended the boundary south along SR-715 to include the airport and a recreational facility.



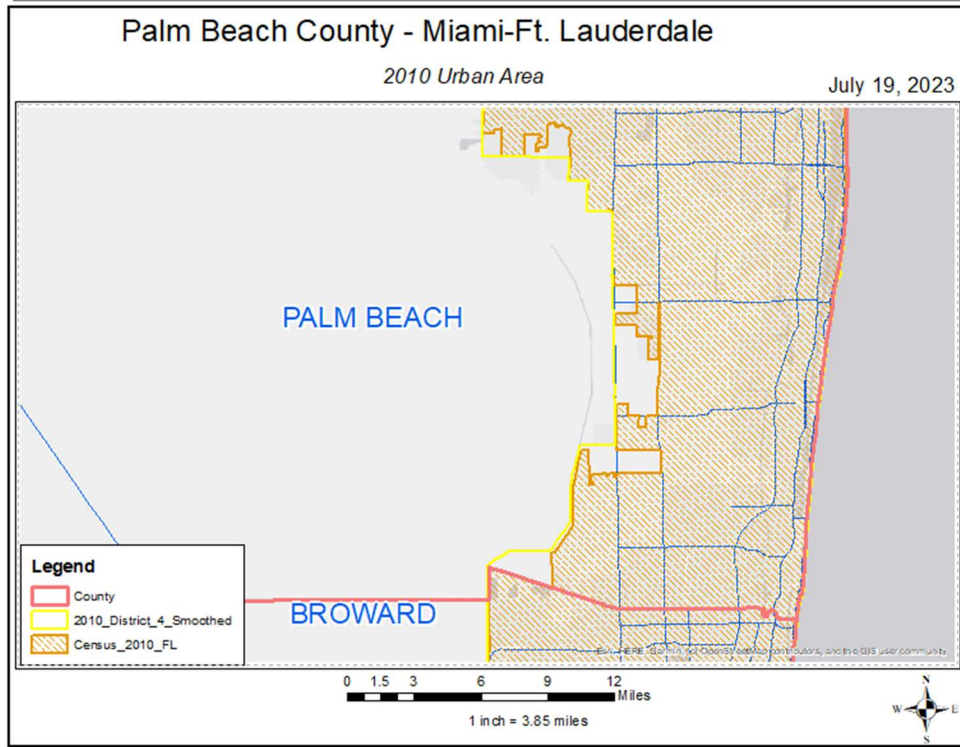
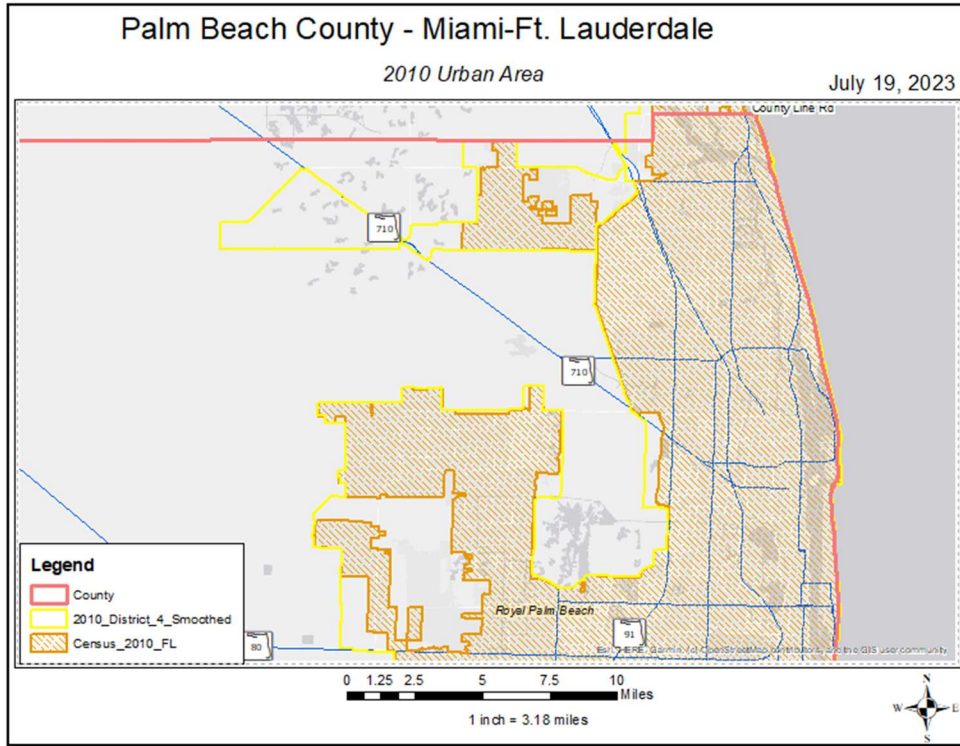
2020 Urban Boundary and Functional Classification Project
Palm Beach County as of November 28, 2023 - **DRAFT**

Miami-Ft. Lauderdale Urban Boundary (Palm Beach County)

These are specific areas identified where the urban boundaries are smoothed for the Miami-Fort Lauderdale Urban Area Boundary (formerly the Miami Urban Area) in Palm Beach County.

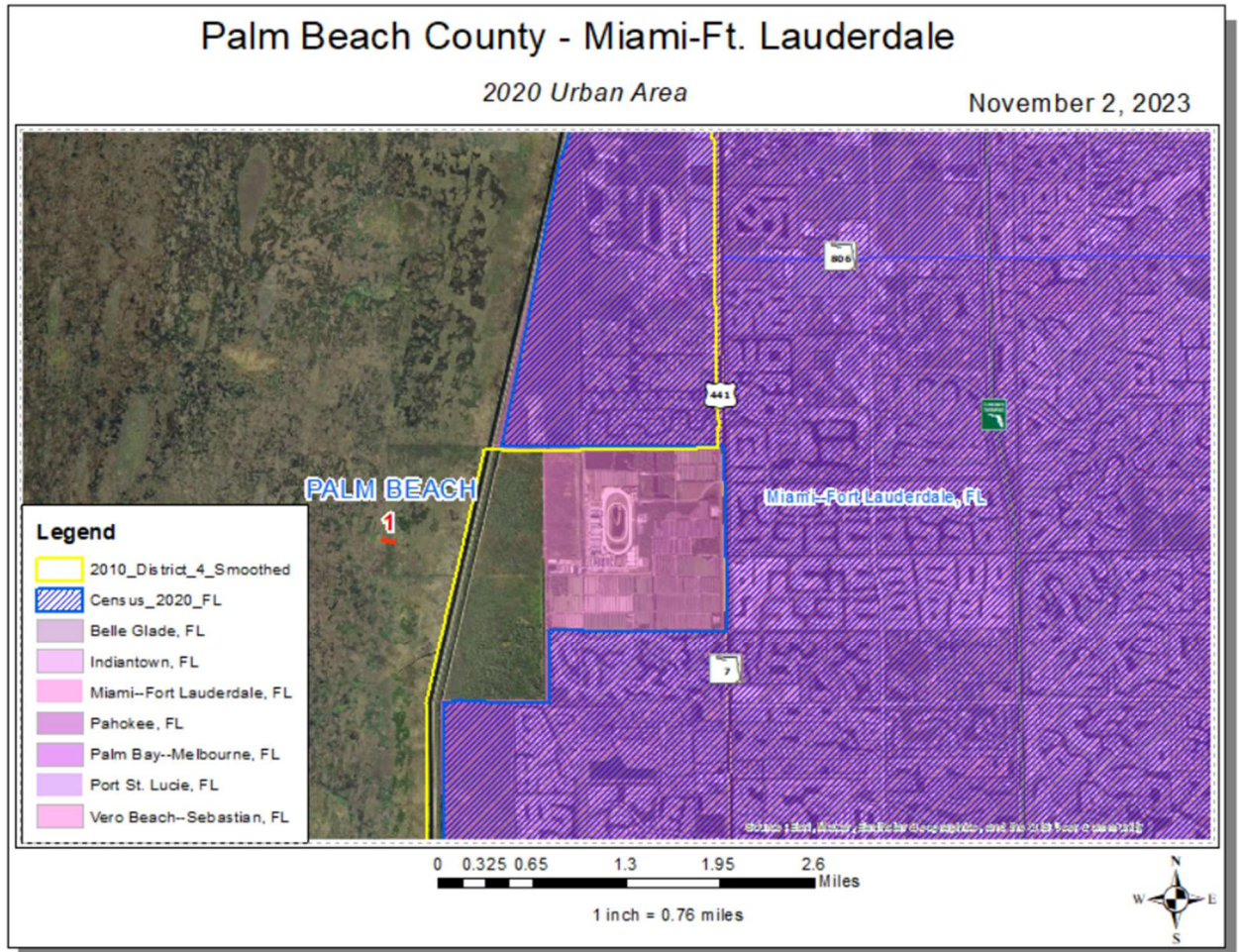


2020 Urban Boundary and Functional Classification Project
Palm Beach County as of November 28, 2023 - **DRAFT**



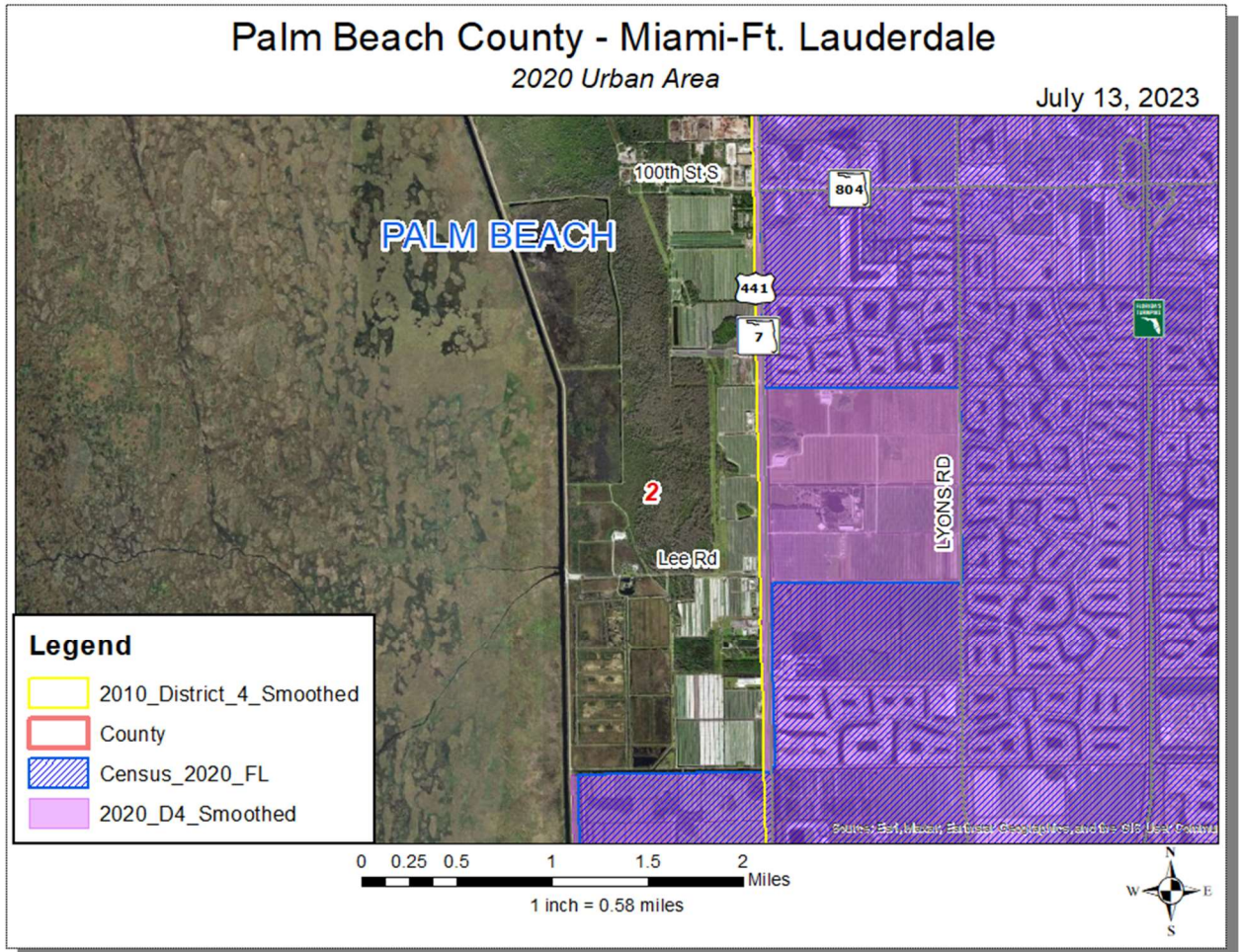
2020 Urban Boundary and Functional Classification Project
Palm Beach County as of November 28, 2023 - **DRAFT**

1. Extended the boundary north smoothing to reduce the number of directional changes.



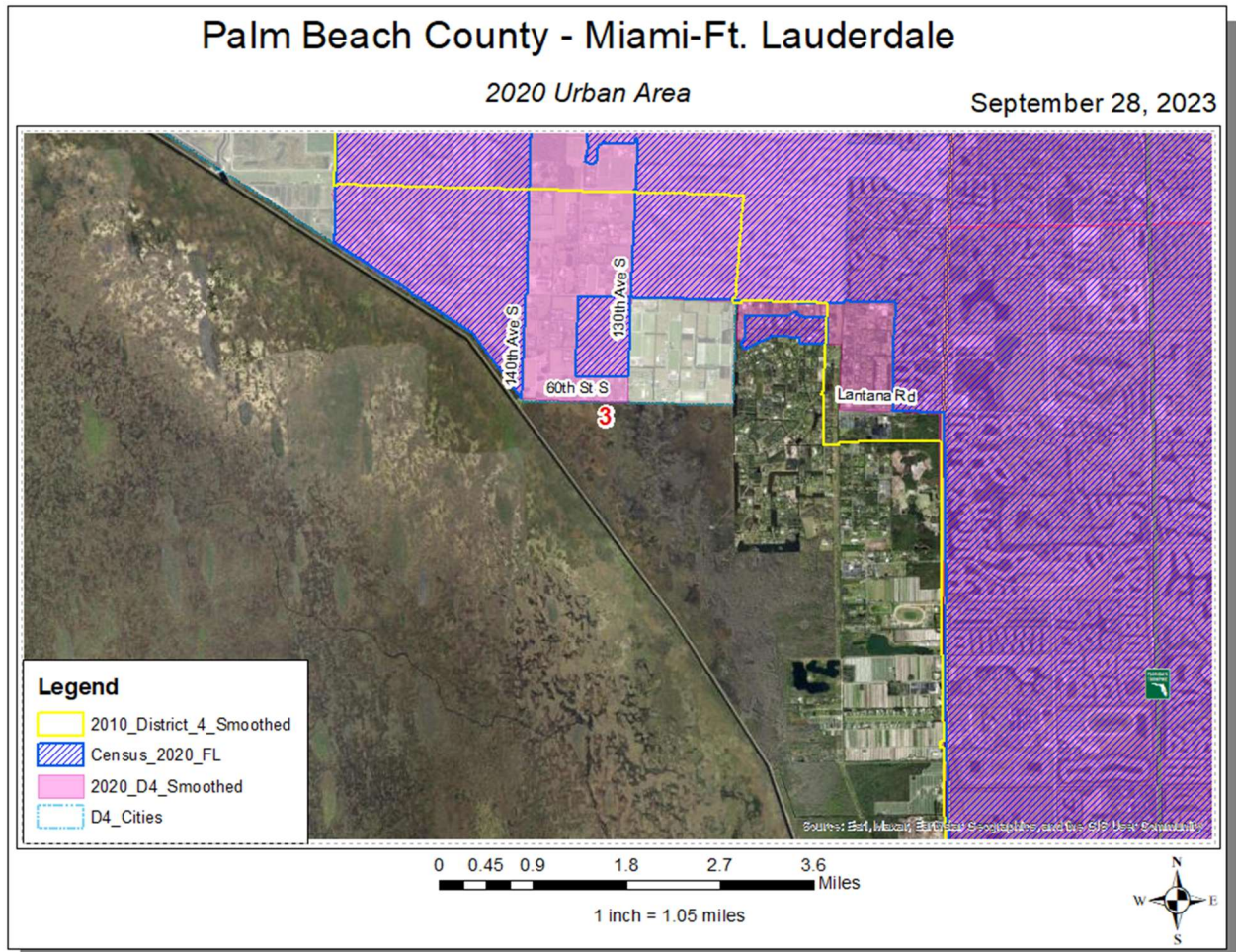
2020 Urban Boundary and Functional Classification Project
Palm Beach County as of November 28, 2023 - **DRAFT**

2. Extended the urban boundary along US-441/SR-7 north of Lee Rd and south of SR-804 to smooth and reduce the number of directional changes.



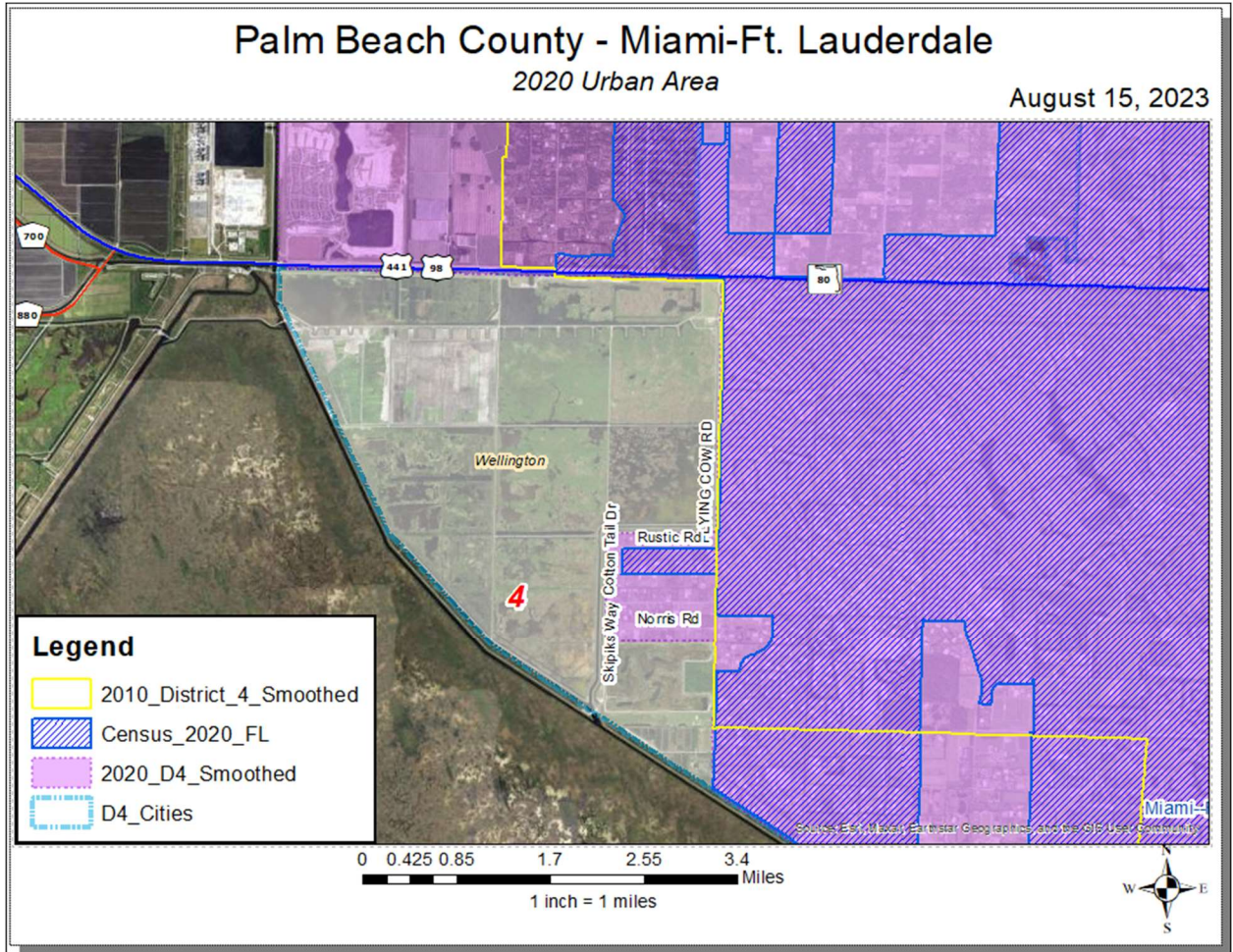
2020 Urban Boundary and Functional Classification Project
Palm Beach County as of November 28, 2023 - **DRAFT**

3. Extended and smoothed the western side of the urban boundary to include residential development and provide connectivity of the non-contiguous boundary between and including 60th St S and Lantana Rd.



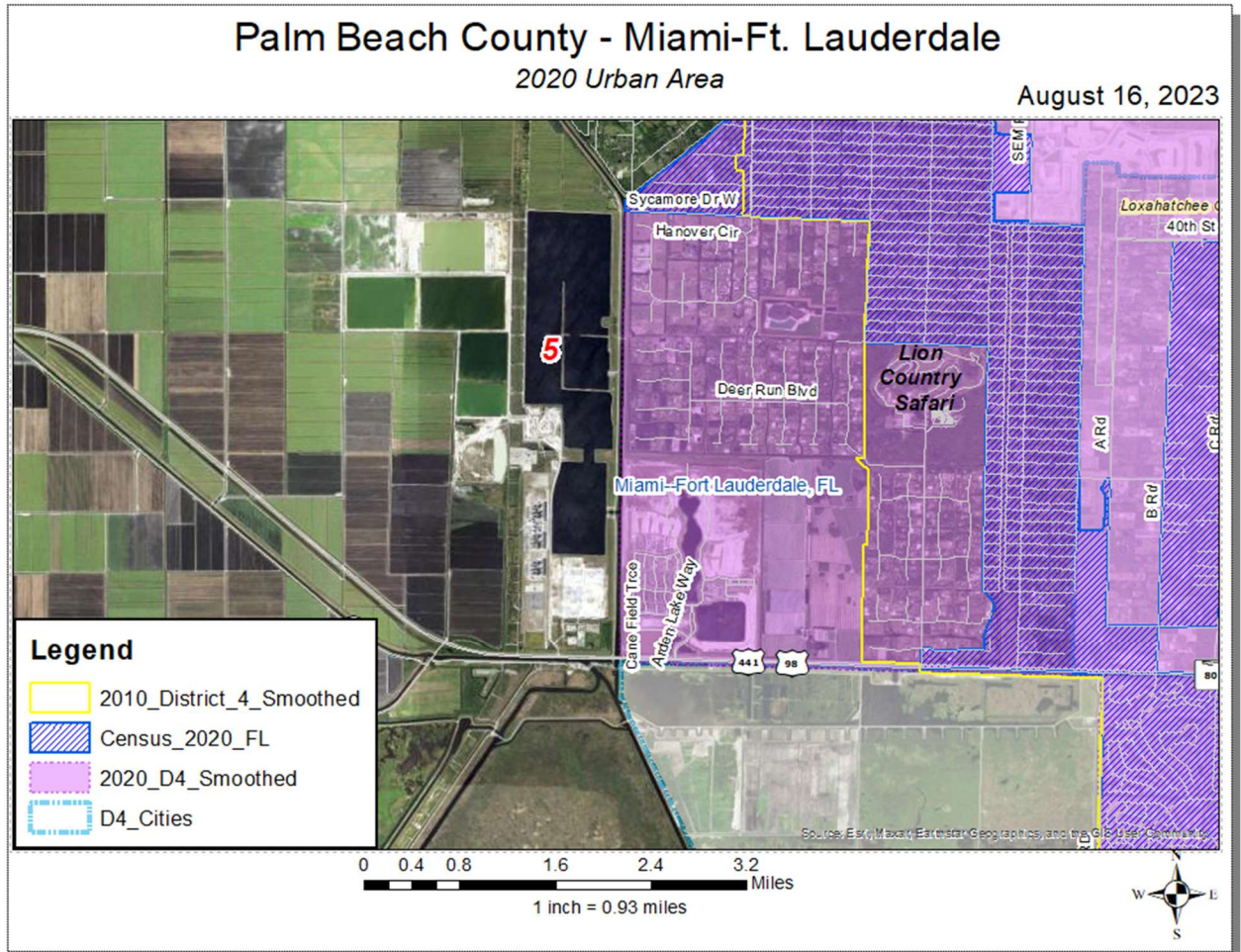
2020 Urban Boundary and Functional Classification Project
Palm Beach County as of November 28, 2023 - **DRAFT**

4. Extended and smoothed the boundary around residential developments, both east and west of Flying Cow Rd.



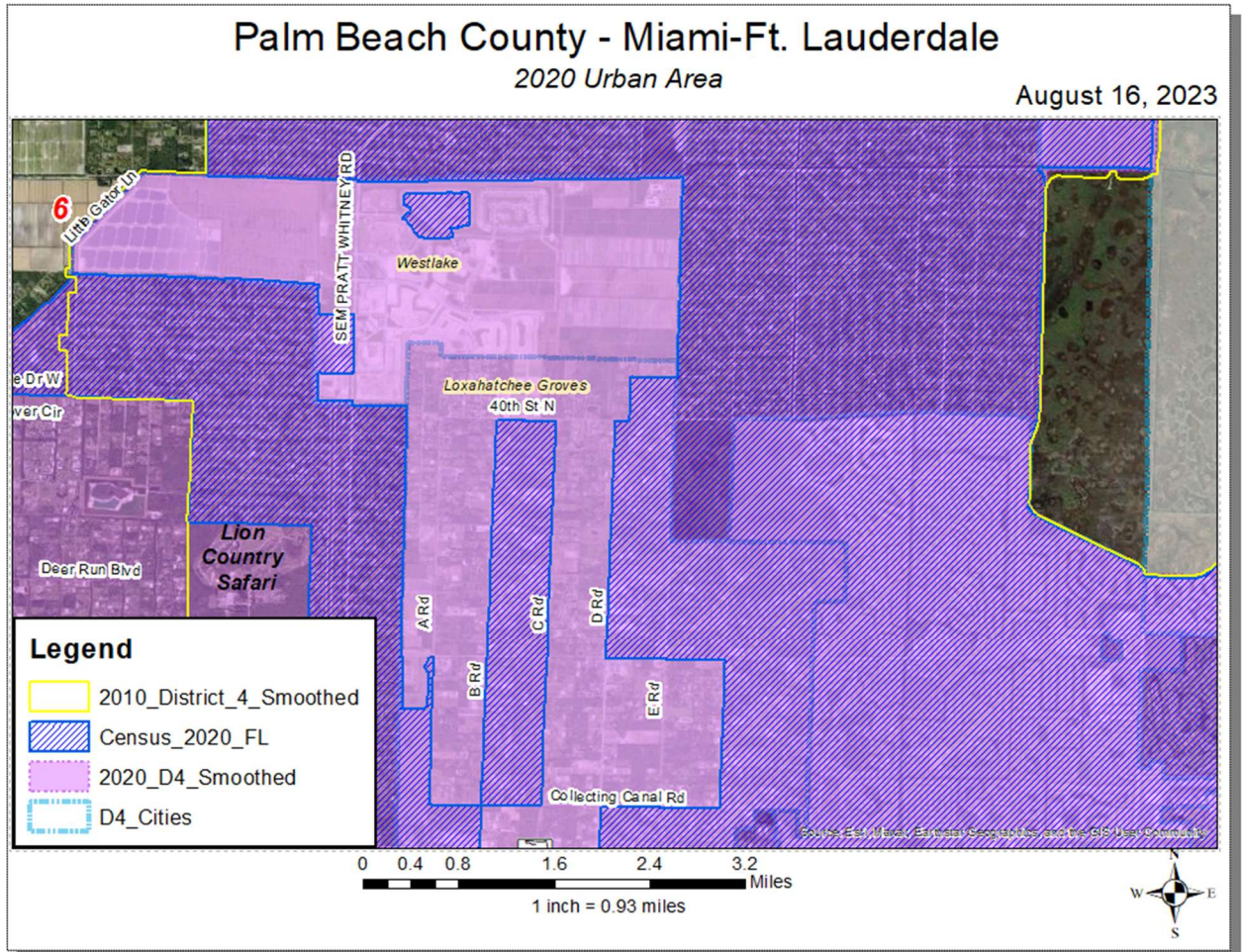
2020 Urban Boundary and Functional Classification Project
Palm Beach County as of November 28, 2023 - **DRAFT**

5. Extended and smoothed the urban boundary west along US-98/US-441/SR-80 where it will provide access to the Arden community, a new development. Next, extended the boundary north along a canal to Sycamore Dr W.



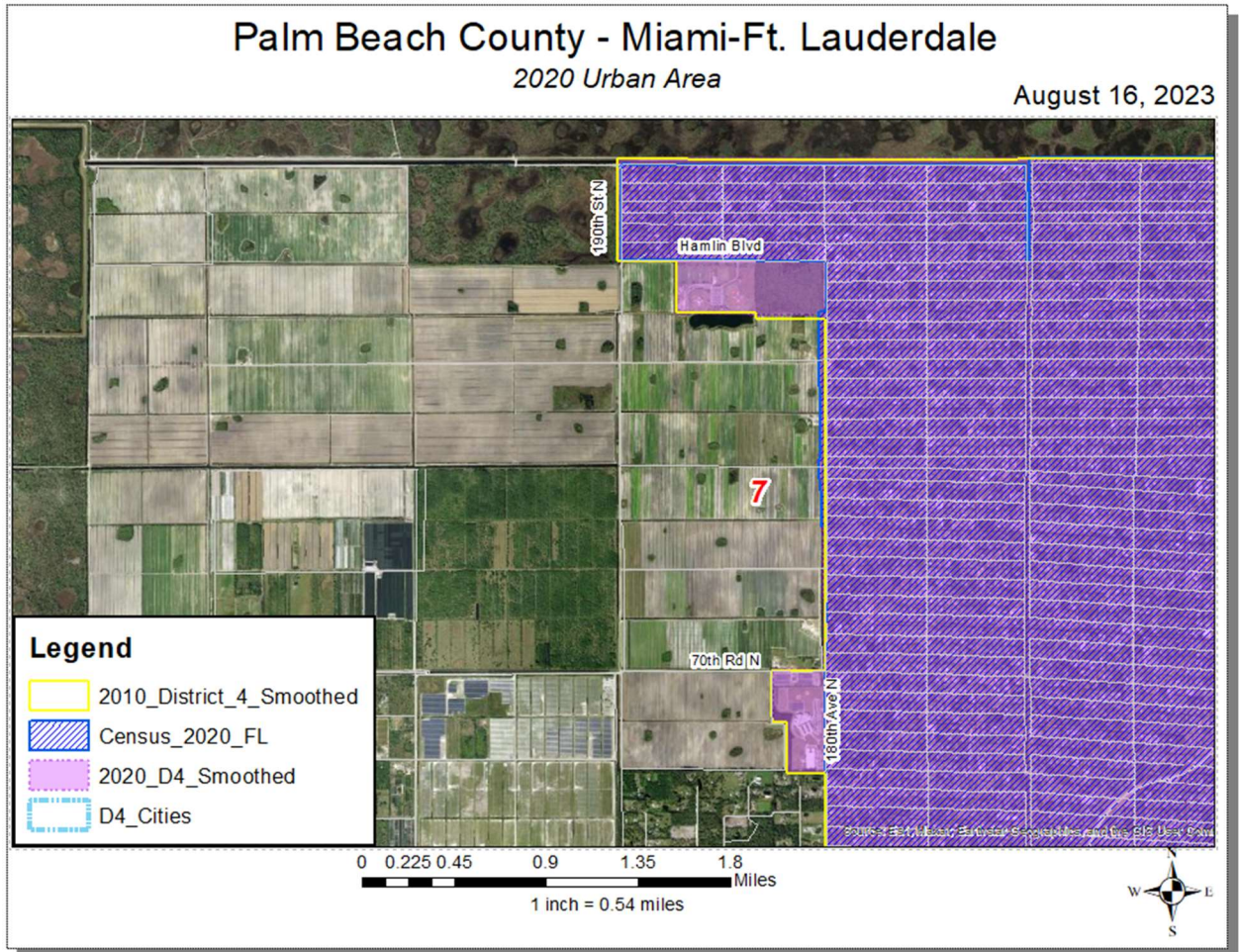
2020 Urban Boundary and Functional Classification Project
Palm Beach County as of November 28, 2023 - **DRAFT**

- Extended and smoothed the boundary along Little Gator Ln on the western side of the city of WestLake. This connected and smoothed jagged boundaries along A Rd, B Rd, C Rd, D Rd, E Rd, Collecting Canal Rd and North Rd.



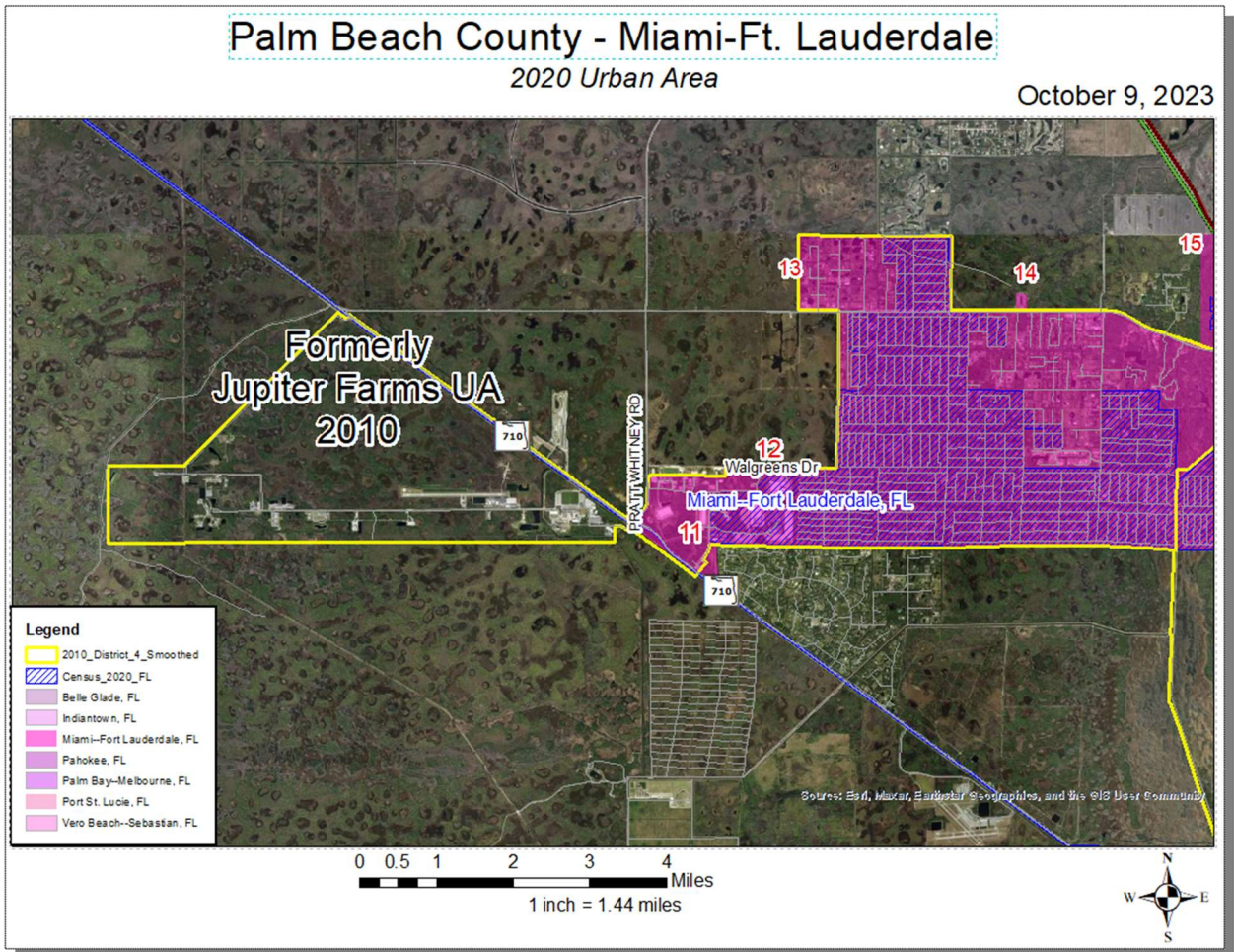
2020 Urban Boundary and Functional Classification Project
Palm Beach County as of November 28, 2023 - **DRAFT**

7. Smoothed in elementary and middle schools south of 70th Rd N along 180th Ave N and smoothed in recreational facility south of Hamlin Blvd.



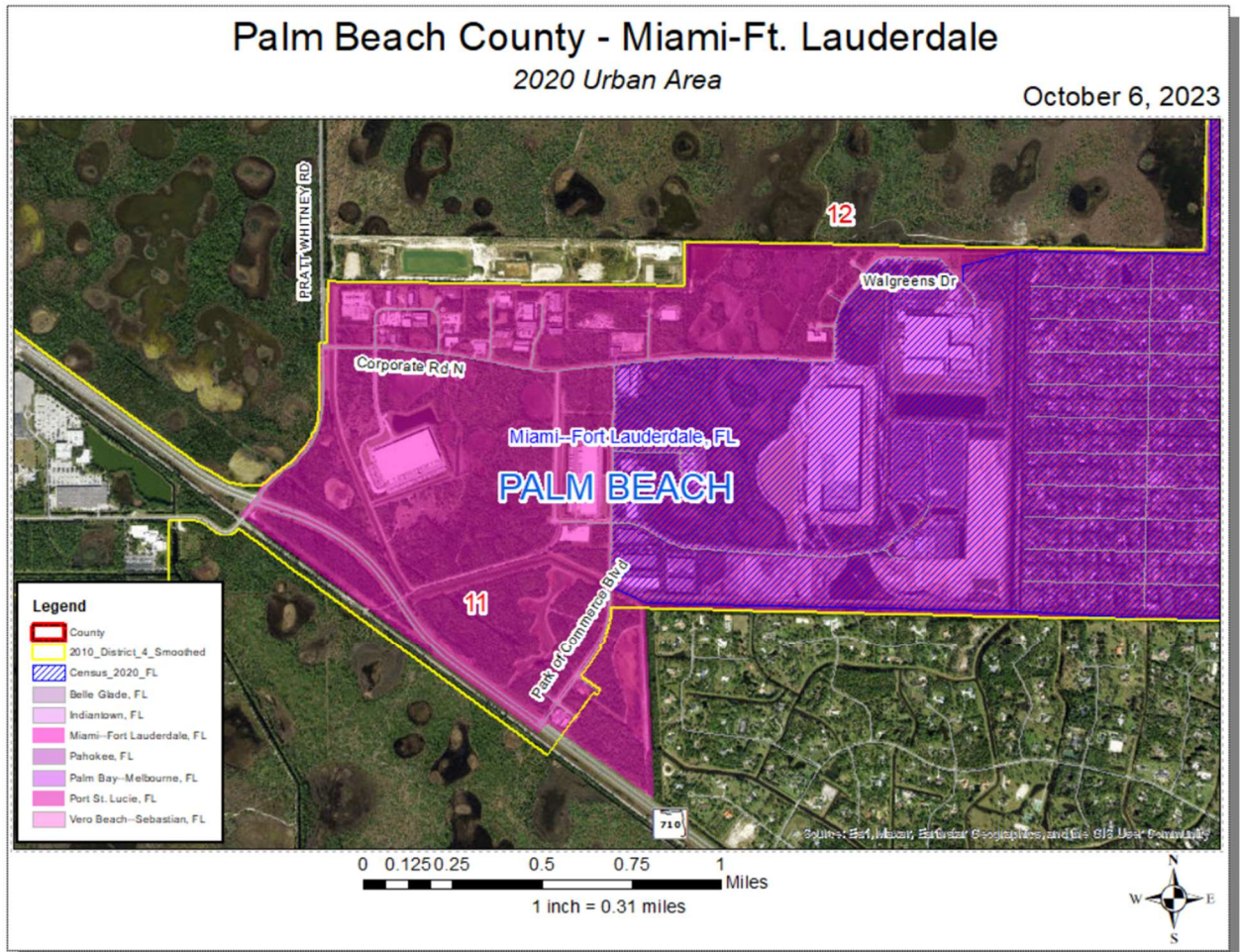
2020 Urban Boundary and Functional Classification Project
Palm Beach County as of November 28, 2023 - **DRAFT**

This area was formerly in the Jupiter Farm Urban Area (cluster) and now is in the Miami-Ft. Lauderdale Urban Area for the 2020 Census timeframe and portions are rural.



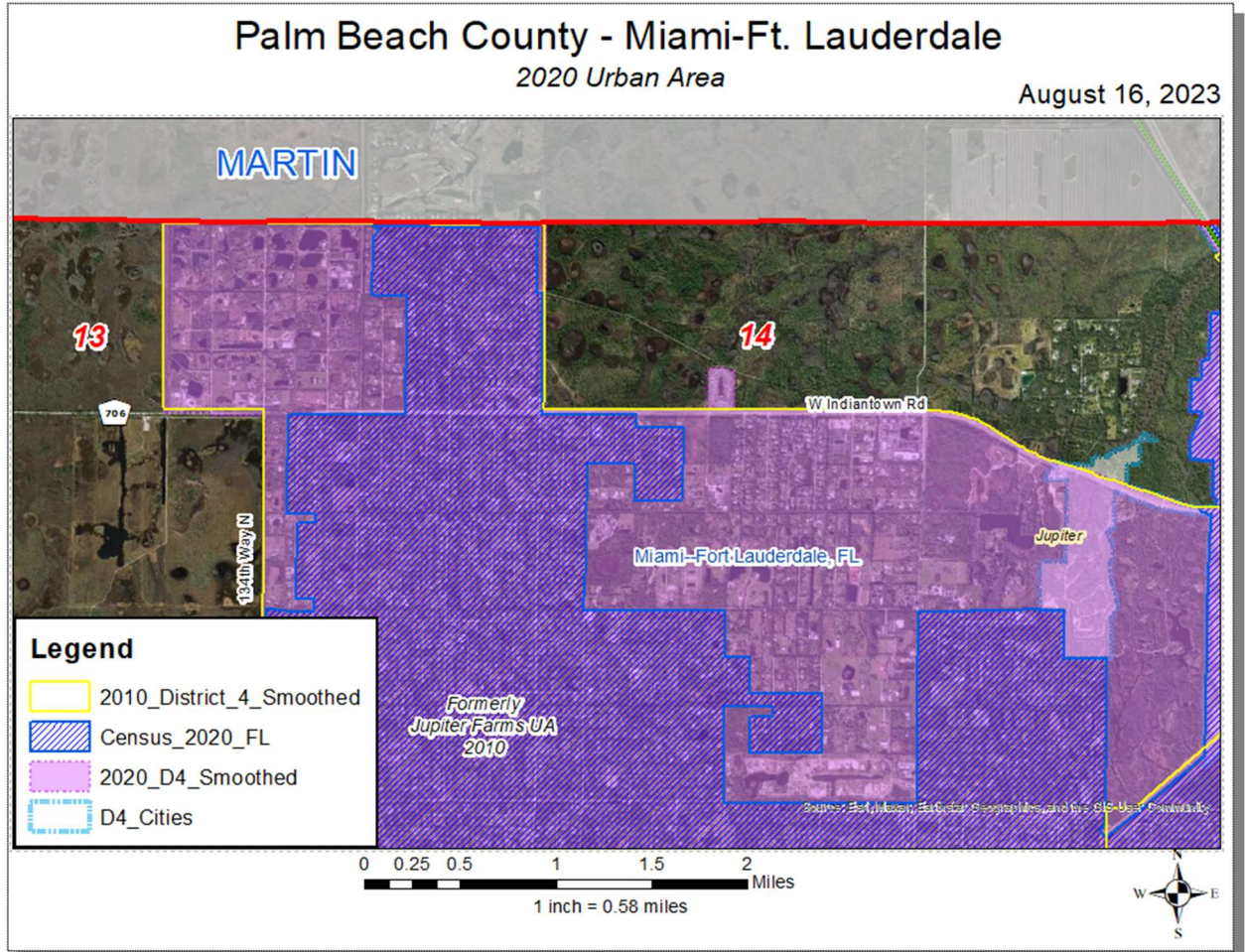
2020 Urban Boundary and Functional Classification Project
Palm Beach County as of November 28, 2023 - **DRAFT**

11. Extended the urban boundary to south along the canal and then parallel (but not including) SR-710 to the intersection with Park of Commerce Blvd. From there, including SR-710 proceeding north-west parallel (but not including) the railroad. Smoothed in Pratt Whitney Rd heading north and closing the block at Corporate Rd N.
12. Extended the urban boundary north from Corporate Rd N to the 2010 Smoothed Boundary and then east to Census Boundary to reduce directional changes.



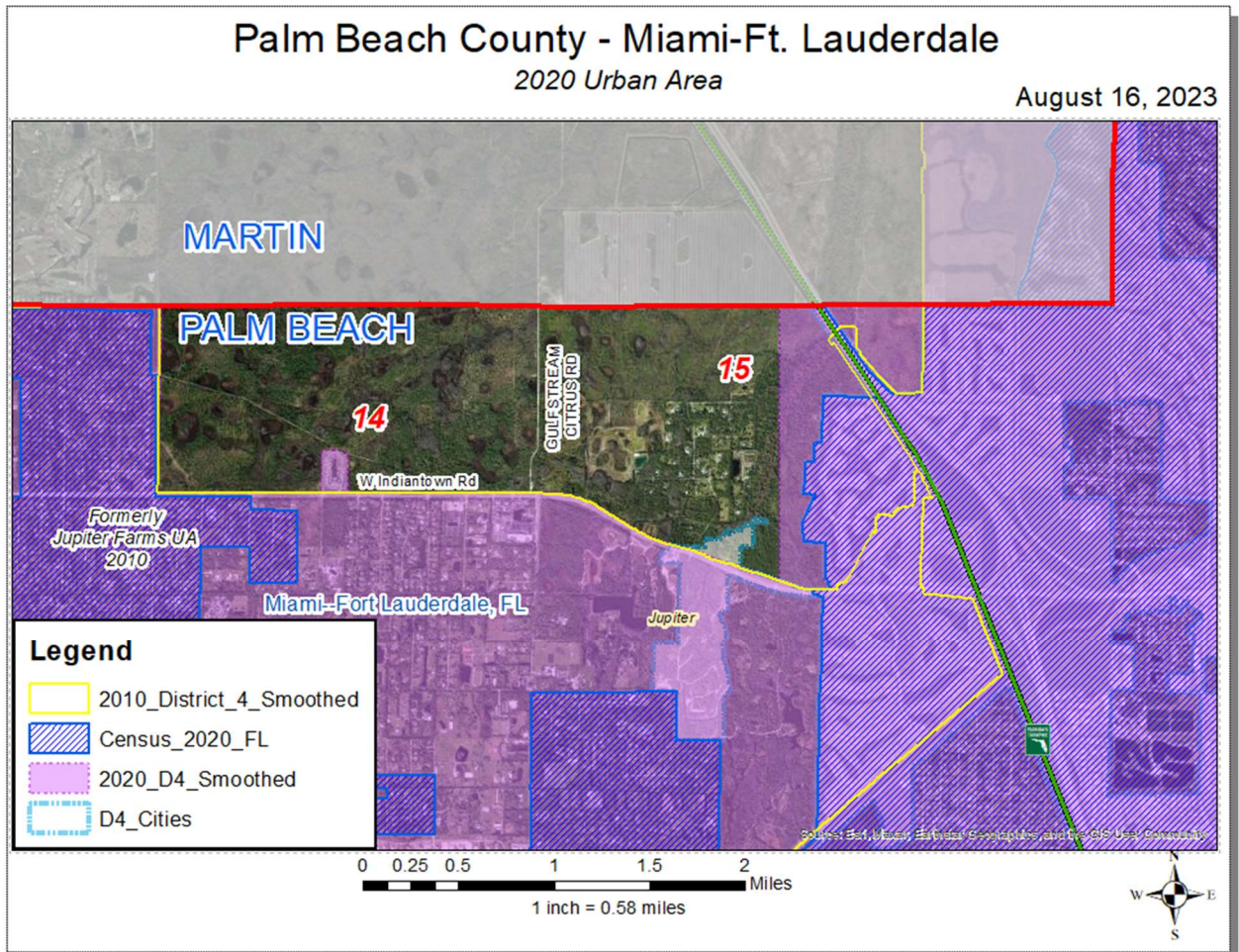
2020 Urban Boundary and Functional Classification Project
Palm Beach County as of November 28, 2023 - **DRAFT**

13. Extended north along 134th Way N to CR-706 to include residential area and reduce the number of directional changes to the boundary.
14. Extended the urban boundary along W Indiantown Rd to encompass residential area south of this roadway and to connect with the same urban area to the east.



2020 Urban Boundary and Functional Classification Project
Palm Beach County as of November 28, 2023 - **DRAFT**

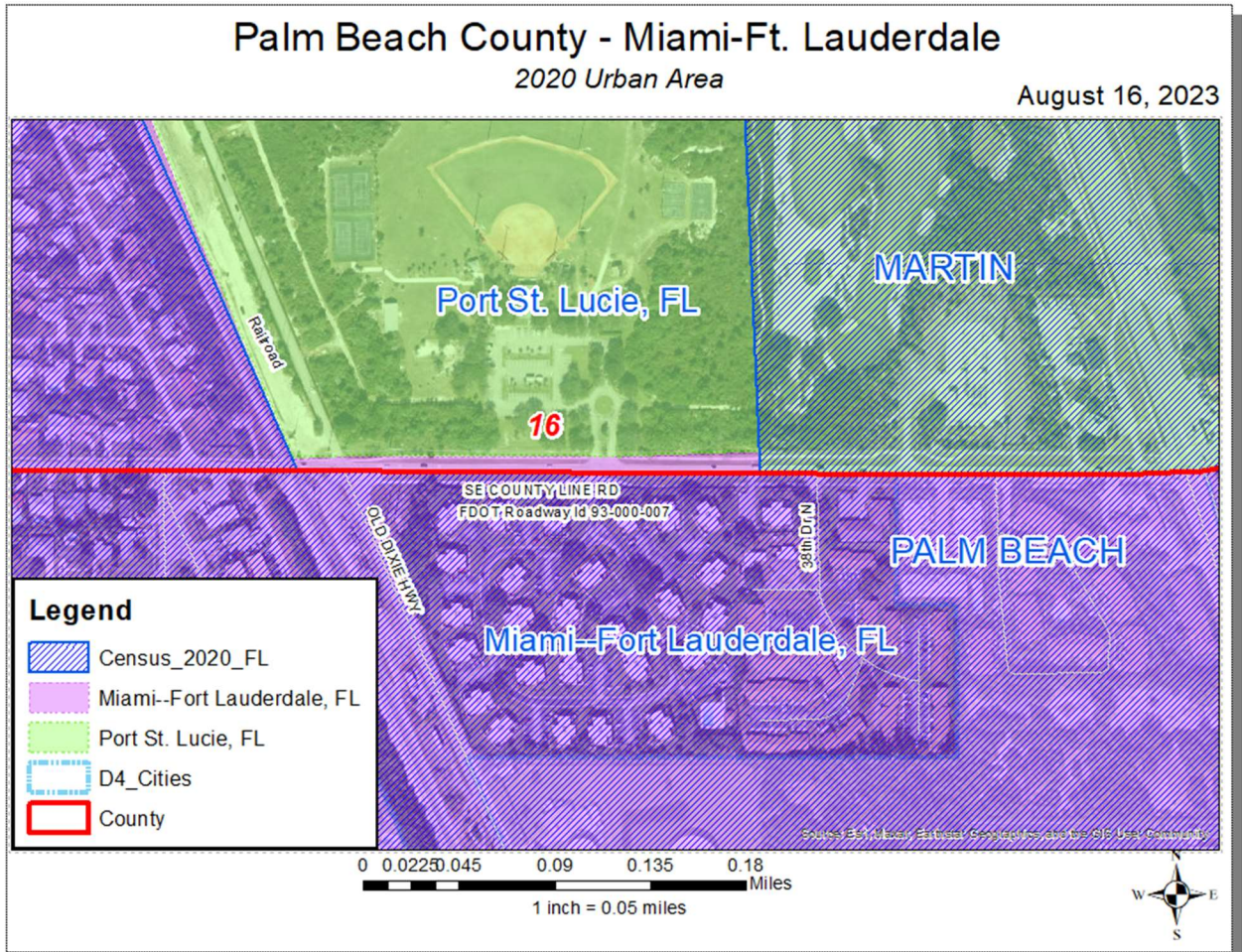
15. Expanded the boundary north to the Martin County Line and then west to reconnect with the urban boundary. This reduces the number of directional changes and captures the full width of the Turnpike and the Interstate.



2020 Urban Boundary and Functional Classification Project
 Palm Beach County as of November 28, 2023 - **DRAFT**

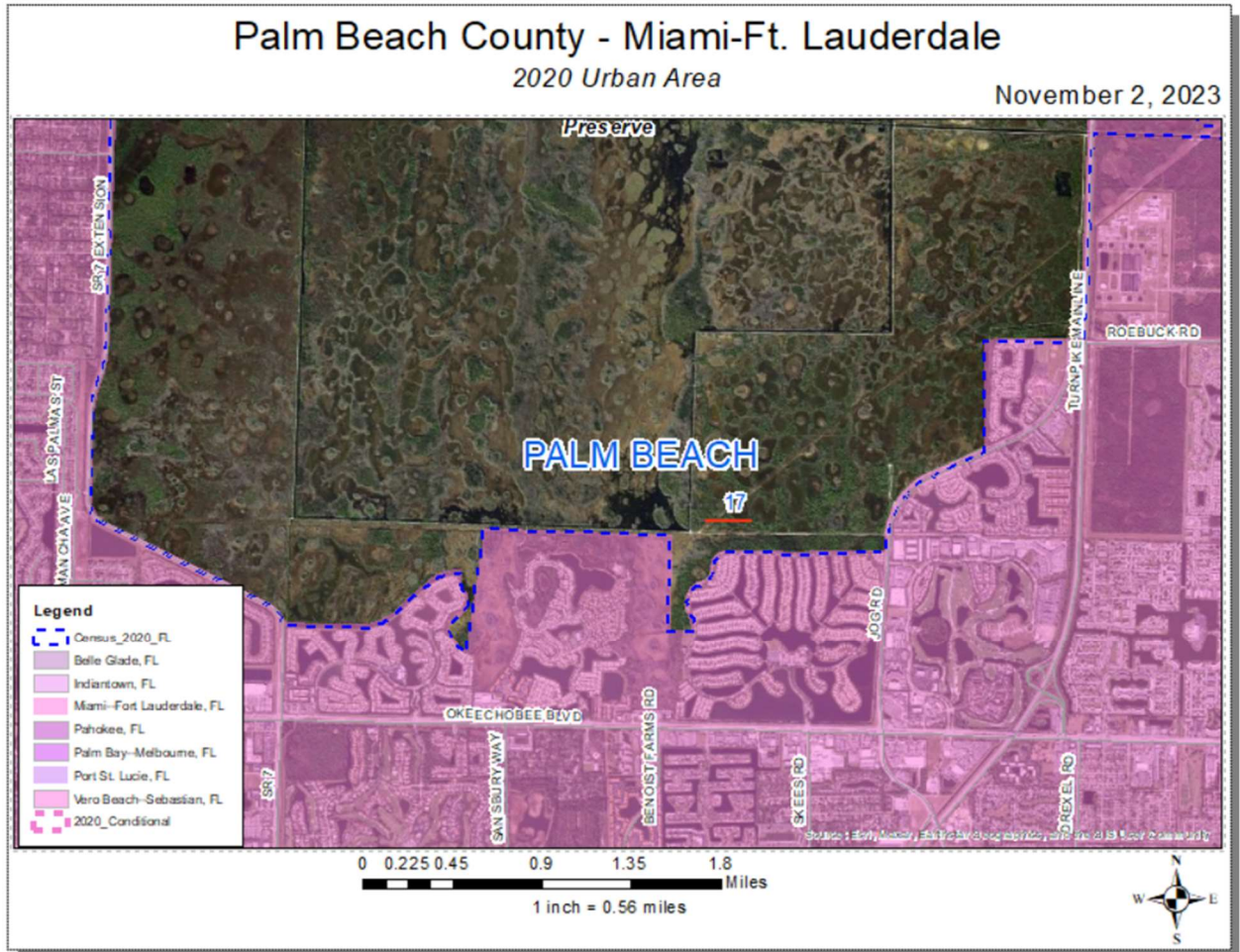
- Extended the Miami-Ft. Lauderdale urban boundary to encompass the full width of the roadway from the railroad heading east along County Line Rd. The tiger line/FDOT Roadway 93-000-007 for this roadway will be reported as Miami-Ft. Lauderdale Urban area, in its entirety.

Note: The Port St. Lucie urban boundary covers portions of this roadway's width and it cannot be retracted.



2020 Urban Boundary and Functional Classification Project
Palm Beach County as of November 28, 2023 - **DRAFT**

17. Maintained a minimum smoothed boundary adjacent to the Grassy Waters Preserve.



18. D



Federal Highway Administration
 Florida Division Office
 3500 Financial Plaza, Suite 400
 Tallahassee, Florida 32312
 (850) 553-2201
www.fhwa.dot.gov/fldiv

Federal Transit Administration
 Region 4 Office
 230 Peachtree St, NW, Ste 1400
 Atlanta, Georgia 30303
 (404) 865-5600

August 31, 2023

Mayor Chelsea Reed
 Palm Beach TPA
 301 Datura Street
 West Palm Beach, Florida 33401

Subject: Federal Certification of the Miami Transportation Management Area (TMA) Planning Process – Palm Beach Transportation Planning Agency (TPA)

Dear Mayor Reed:

Federal law requires the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) to jointly review and certify the metropolitan transportation planning process for each Transportation Management Area (TMA) every four years. A Metropolitan Planning Organization (MPO) with an urbanized area of 200,000 or more in population is referred to, in federal legislation, as a TMA. We recently conducted a review of the Miami TMA.

As a part of the TMA certification review process, FHWA and FTA utilized a risk-based approach containing various factors to determine which topic areas required additional evaluation during the certification review. The certification review process is one of several methods used to assess the quality of a regional metropolitan transportation planning process, compliance with applicable statutes and regulations, as well as the degree of technical assistance needed to enhance the effectiveness of the planning process. This certification review was conducted to highlight best practices, identify opportunities for improvements, and ensure compliance with regulatory requirements.

The review of the Palm Beach TPA's planning process included a site visit conducted by representatives from the FHWA and the FTA on April 4, 2023. During the site visit, time was spent with the MPO staff, the Florida Department of Transportation (FDOT), and the transit agencies to discuss the status of the MPO's "3-C" planning process. Throughout the site visit, opportunities were afforded to local elected/appointed officials and the general public to provide their insights on the Palm Beach TP's planning process. In addition to assessing the MPO's progress in addressing the findings from the previous certification review, the MPO's current and/or future implementation of the metropolitan transportation planning requirements was also considered.

Enclosed for your consideration is the final *TMA Certification Review Report* for the Miami TMA, which includes documentation of the various components of the FHWA/FTA certification review of the Palm Beach TPA. The report provides an overview of the TMA certification review process, summarizes the various discussions from the recent site visit, provides a series of review findings, and issues the FHWA/FTA certification action. In general, the review determined the existence of a “3-C” metropolitan transportation planning process that satisfies the provisions of 23 U.S.C. 134, 49 U.S.C. 5303/5305, and associated Federal requirements. The Federal Review Team identified four (4) noteworthy practices, no corrective actions, and offers two (2) recommendations to improve the current planning process of the Miami-Dade TPO.

Based on the overall findings, the FHWA and the FTA jointly certify that the transportation planning process of the Miami TMA, which is comprised by the Broward MPO, Miami-Dade TPO, and Palm Beach TPA substantially meets the federal planning requirements in 23 CFR 450 Subpart C. This certification will remain in effect until **August 2027**.

If you have any questions regarding the certification review process and/or the *TMA Certification Review Report*, please contact Erika Thompson, FHWA by phone at (850) 553-2223 or by email at erika.thompson@dot.gov or Aries Little, FTA by phone at (404) 865-5622 or by email at aries.little@dot.gov.

Sincerely,



FOR: Jamie Christian, P.E.
Division Administrator
Federal Highway Administration



Yvette G. Taylor, PhD
Regional Administrator
Federal Transit Administration

Enclosure:
TMA Certification Review Report

cc: Ms. Valerie Neilson, Palm Beach TPO
Ms. Karen Brunelle, FHWA
Ms. Cathy Kendall, FHWA
Ms. Erika Thompson, FHWA
Mr. Robert Sachnin, FTA, Region 4
Ms. Aries Little, FTA, Region 4
Ms. Christine Fasiska, FDOT, District 4
Mr. Tony Norat, FDOT, District 4
Ms. Jennifer Fortunas, FDOT
Mr. Mike Neidhart, FDOT
Mr. Mark E. Reichert, MPOAC



SR 9/I-95 PD&E Study
Palm Beach County



Palm Beach
Transportation Planning Agency

Project Development and Environment (PD&E) Study for SR 9/I-95 from South of Linton Boulevard/CR 782 to North of SR 704/Okeechobee Boulevard

Southern PD&E Study: Financial Project ID: 444202-1-22-02 | ETDM: 14508
Northern PD&E Study: Financial Project ID: 444202-2-22-02 | ETDM: 14509



CAC and TAC Presentations

December 06, 2023

VZAC Presentation

December 07, 2023

TPA Board Presentation

December 14, 2023

MASTER PLAN	PD&E	SOUTHERN PROJECT	NORTHERN PROJECT	NEXT STEPS
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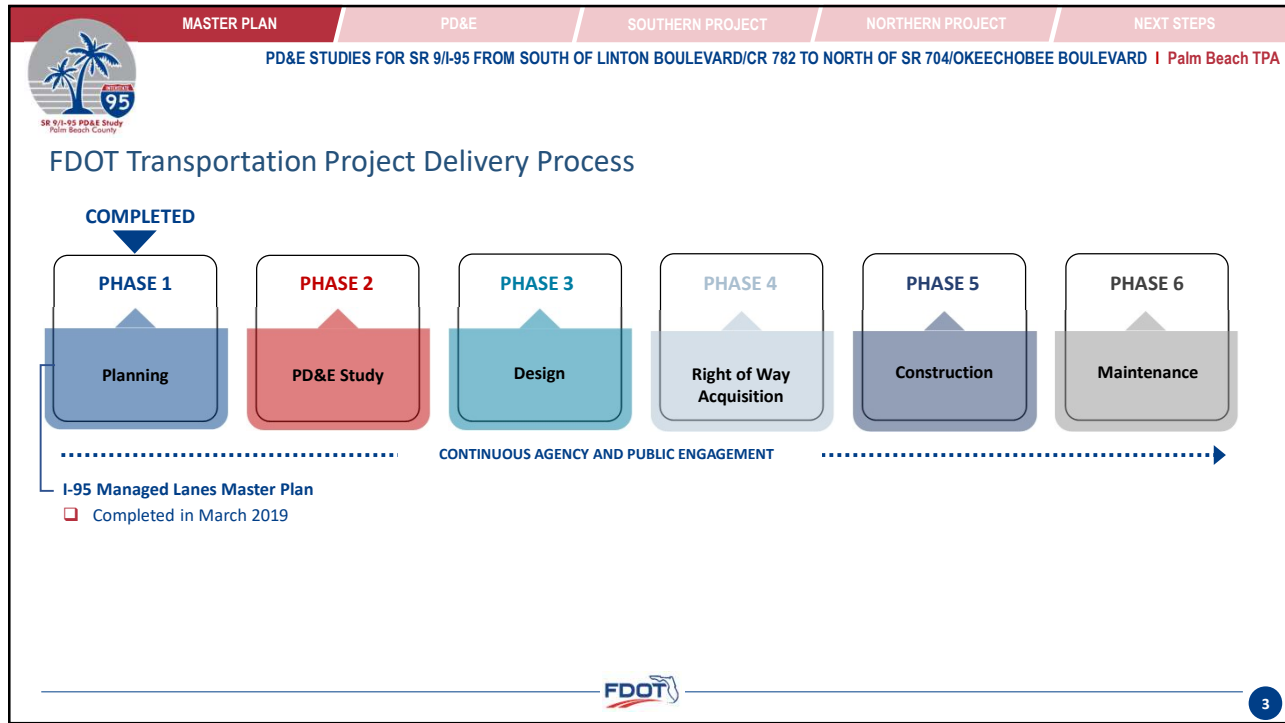
PD&E STUDIES FOR SR 9/I-95 FROM SOUTH OF LINTON BOULEVARD/CR 782 TO NORTH OF SR 704/OKEECHOBEE BOULEVARD | Palm Beach TPA



Agenda

- Project Delivery Process
- Environmental
- What are Managed Lanes
- Public Involvement
- Master Plan Overview
- Southern PD&E
- PD&E Studies
- Northern PD&E
- Purpose and Need
- Schedule
- Engineering
- Contact Information





MASTER PLAN | PD&E | SOUTHERN PROJECT | NORTHERN PROJECT | NEXT STEPS

SR 9/I-95 PD&E Study | Palm Beach County

SR 9/I-95 PD&E STUDY FOR SR 9/I-95 FROM SOUTH OF LINTON BOULEVARD/CR 782 TO NORTH OF SR 704/OKEECHOBEE BOULEVARD | Palm Beach TPA

What are Managed Lanes

Managed lanes are an innovative solution to congestion management. They are usually newly constructed travel lanes with access limited to specific vehicle classes by a toll or vehicle volume. Managed lanes are highway facilities, or a set of lanes where operational strategies are proactively implemented and managed in response to changing traffic conditions.

Managed lanes will be considered as an alternative to increase capacity on corridors to address existing and future congestion but shall not be implemented on existing general use lanes for limited access facilities.

The Department will prioritize this approach to deploy a safe, community centric, resilient, equitable, and accessible transportation system.

- Provide travel choices
- Offer predictable travel times
- Manage time congestion
- Reduce fuel consumption
- Decrease air pollution
- Support transit usage

FDOT

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PD&E STUDIES FOR SR 9/I-95 FROM SOUTH OF LINTON BOULEVARD/CR 782 TO NORTH OF SR 704/OKEECHOBEE BOULEVARD | Palm Beach TPA

I-95 Managed Lanes Master Plan

SOUTH OF LINTON BOULEVARD/CR 782 TO MARTIN COUNTY LINE

Purpose

- Identify long-term capacity needs along the I-95 mainline
- Develop managed lanes design concepts
- Address segments operating below Level of Service (LOS) standard adopted as part of the Strategic Intermodal System (SIS)

Study Objectives

- Identify and document traffic operational deficiencies
- Develop an ultimate capacity improvement plan using traffic demand management and transit techniques
- Compare design constraints, benefits, construction costs, right of way impacts, interagency coordination, and recommendations for further PD&E evaluation

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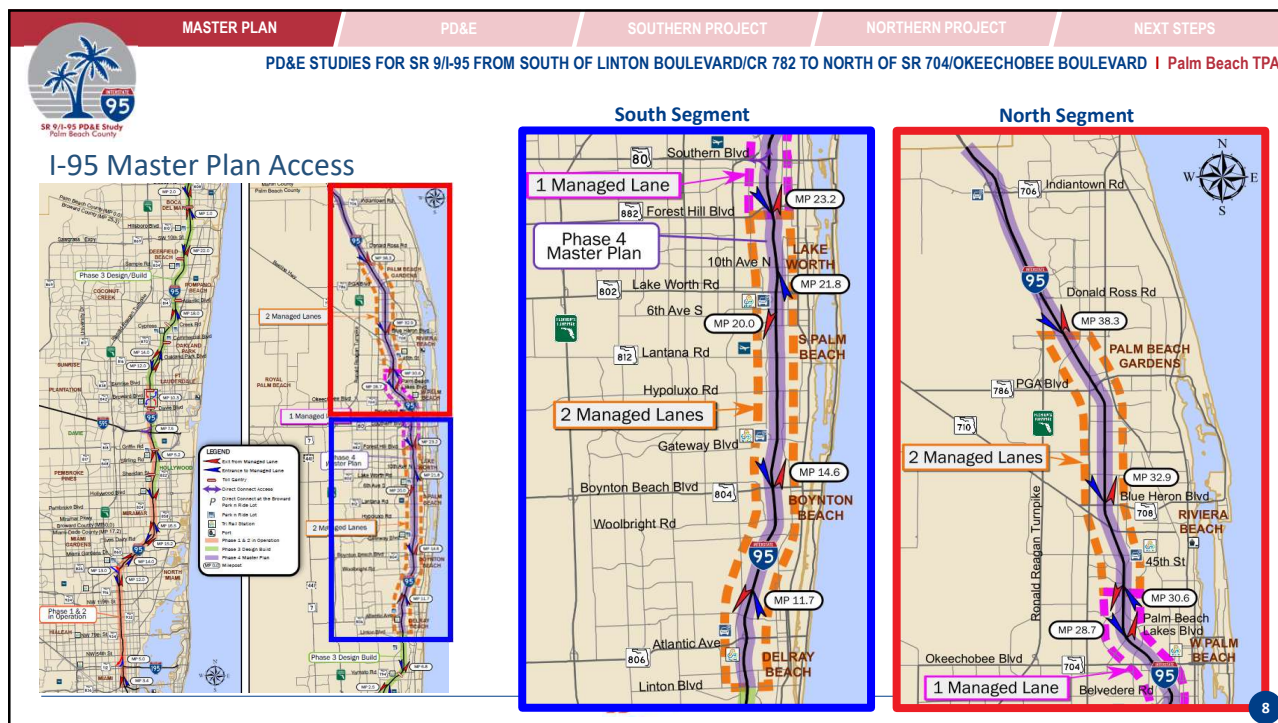
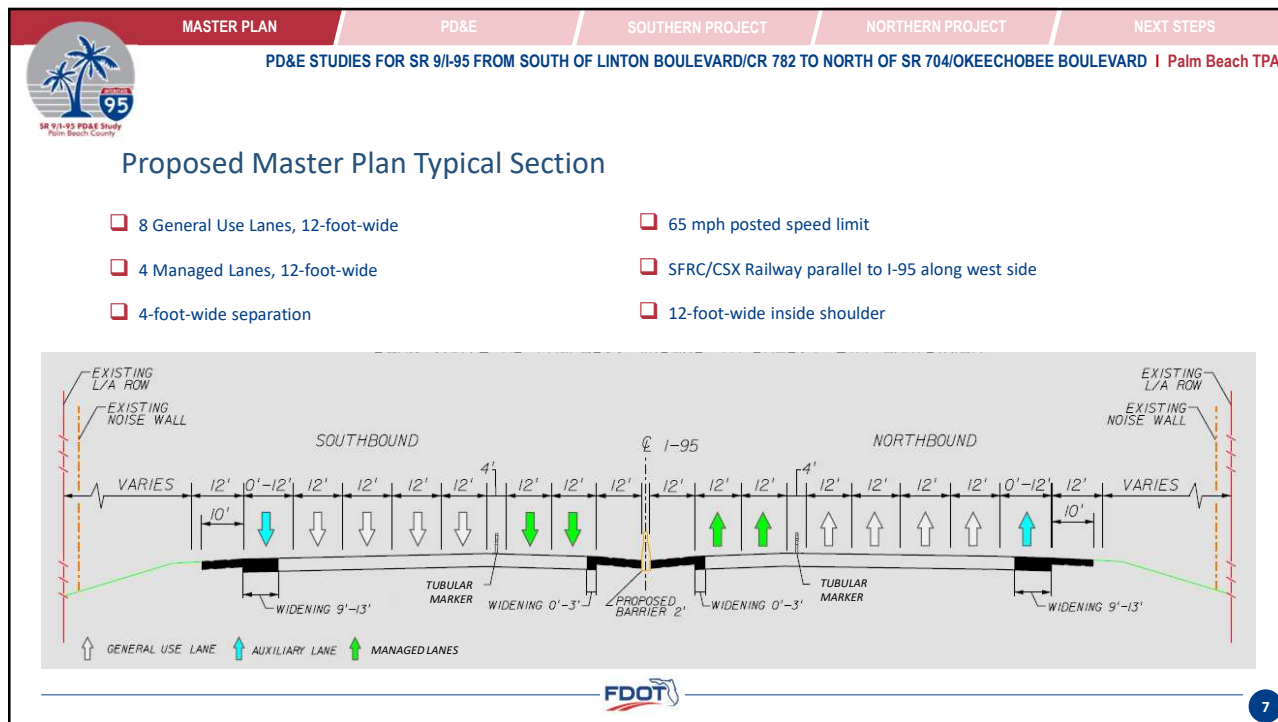
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Existing Typical Section

- 8 General Use Lanes, 12-foot-wide
- 2 High Occupancy Vehicle (HOV) Lanes, 12-foot-wide
- 4-foot-wide separation
- 65 mph posted speed limit
- SFRC/CSX Railway parallel to I-95 along west side
- 15-foot-wide inside shoulder

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Master Plan Stakeholders

Agencies/Municipalities
Palm Beach County TPA
Palm Beach County Public Works
City of Boca Raton
City of Boynton Beach
City of Delray Beach
City of Lake Worth Beach
City of Palm Beach Gardens
City of Riviera Beach
City of West Palm Beach
Town of Cloud Lake
Town of Glen Ridge
Town of Jupiter
Town of Lake Clarke Shores
Town of Lantana
Town of Mangonia Park

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SOUTHERN PD&E STUDY

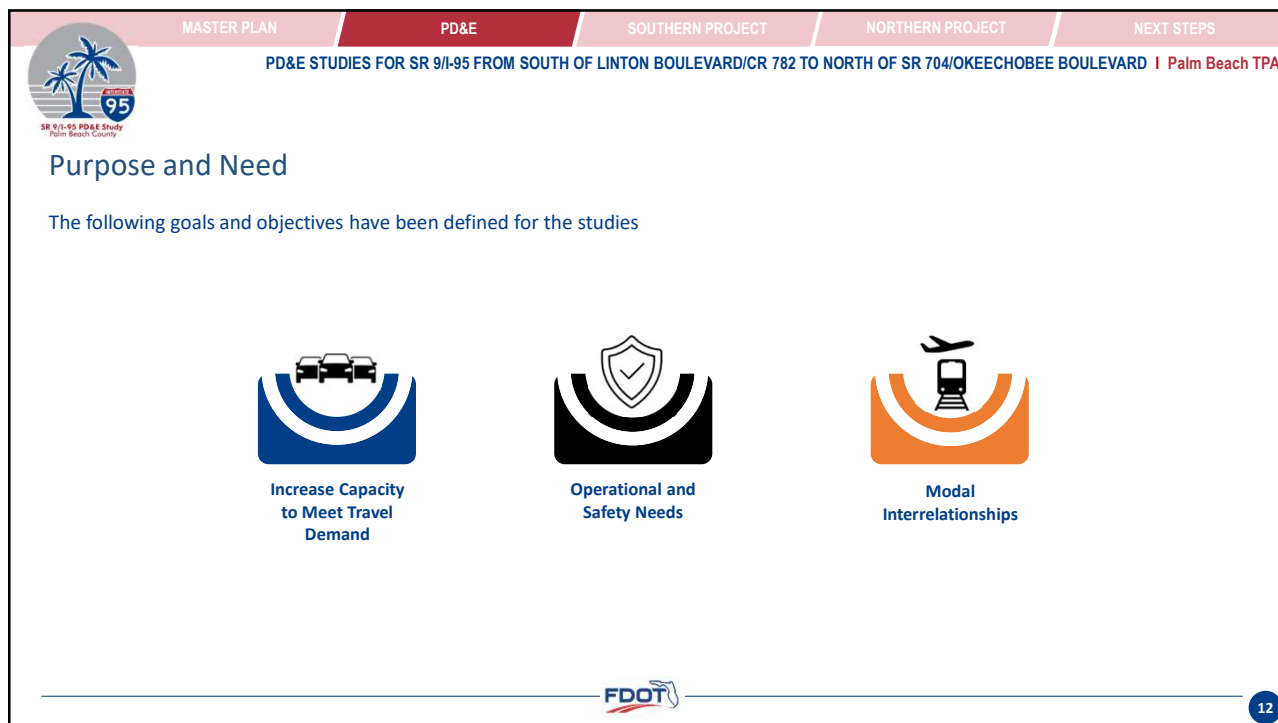
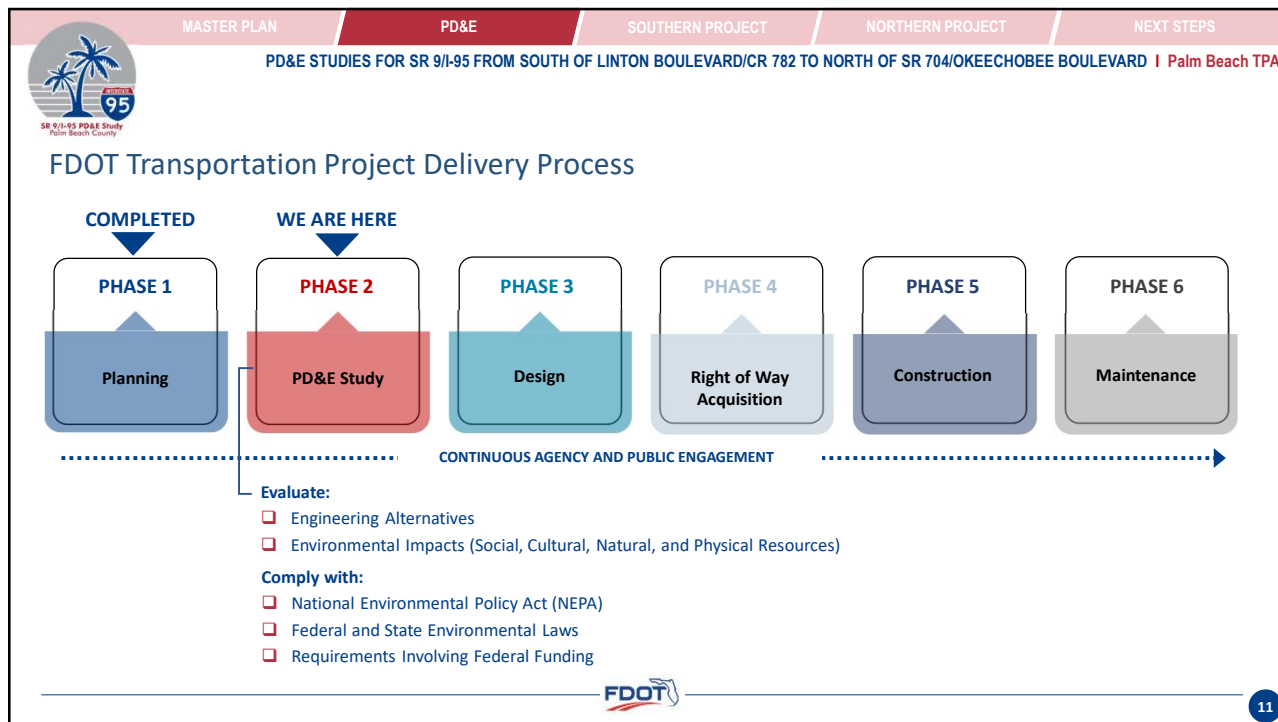
PROJECT LOCATION

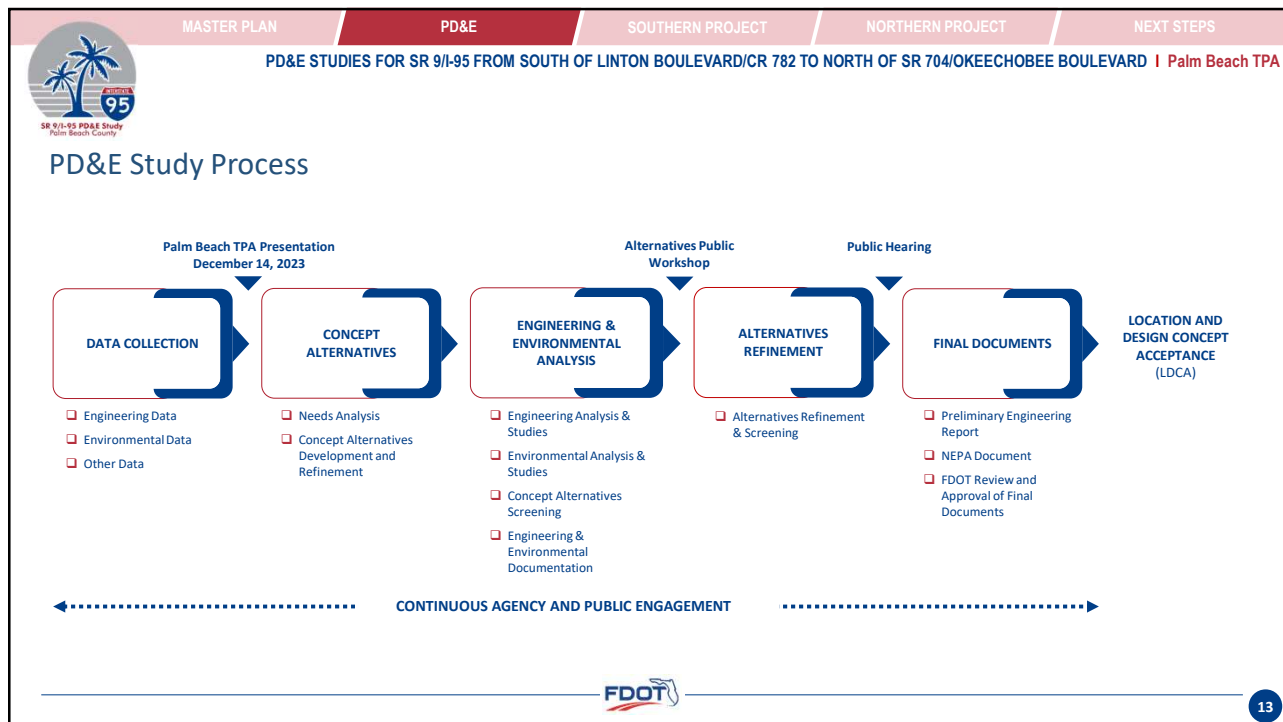
- Strategic Intermodal System (SIS) and National Highway System (NHS) Facility
- Emergency evacuation route

- Palm Beach County
- Project Corridor
- South Florida Rail Corridor

NORTHERN PD&E STUDY

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MASTER PLAN PD&E SOUTHERN PROJECT NORTHERN PROJECT NEXT STEPS

PD&E STUDIES FOR SR 9/I-95 FROM SOUTH OF LINTON BOULEVARD/CR 782 TO NORTH OF SR 704/OKEECHOBEE BOULEVARD | Palm Beach TPA

Engineering

- Roadway Geometry
- Roadway Capacity
- Safety
- Traffic Operations
- Drainage
- Structures
- Right-of-Way Requirements
- Ingress and Egress Access Points
- Multimodal Considerations
- Cost

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Environmental


- Socio-Cultural Evaluation
- Economic Assessment
- Land Uses (Existing/Future)
- Cultural Resources Assessment
- Recreational Resources
- Wetlands Evaluation
- Mobility
- Water Quality Assessment
- Wildlife and Habitat Assessment
- Noise Study
- Air Quality
- Contamination Screening Evaluation




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PD&E STUDIES FOR SR 9/I-95 FROM SOUTH OF LINTON BOULEVARD/CR 782 TO NORTH OF SR 704/OKEECHOBEE BOULEVARD | Palm Beach TPA

Public Involvement


<input type="checkbox"/> Public Involvement Plan (PIP)	<input type="checkbox"/> Public Workshop
<input type="checkbox"/> Project Kick-off Meeting	<input type="checkbox"/> Community Presentations
<input type="checkbox"/> Elected Official Meetings	<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Agency Meetings	<input type="checkbox"/> Project Website

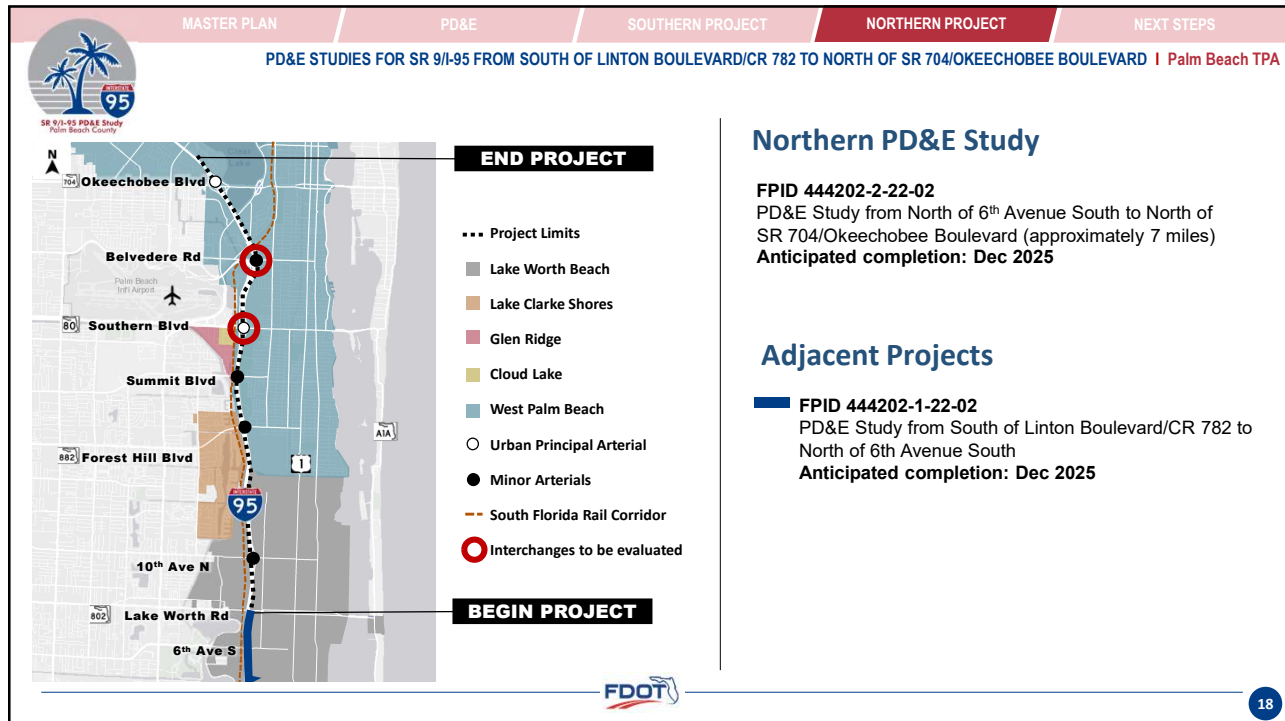
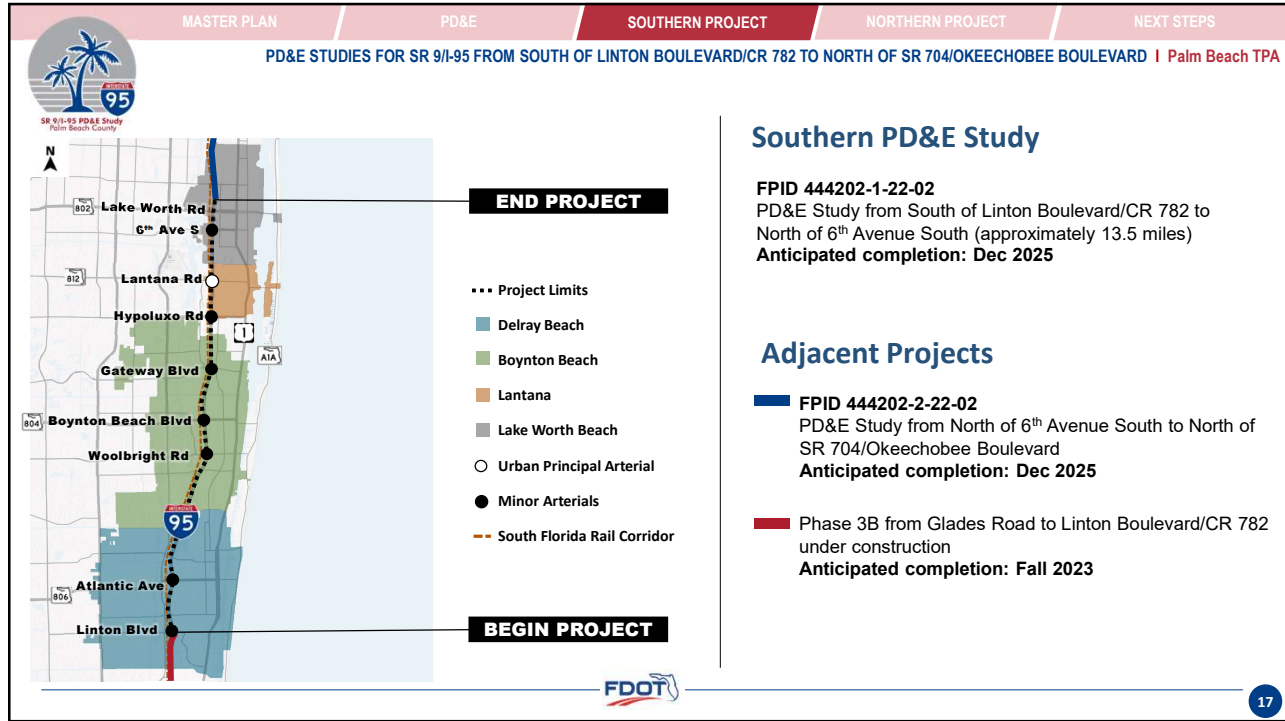
Objectives

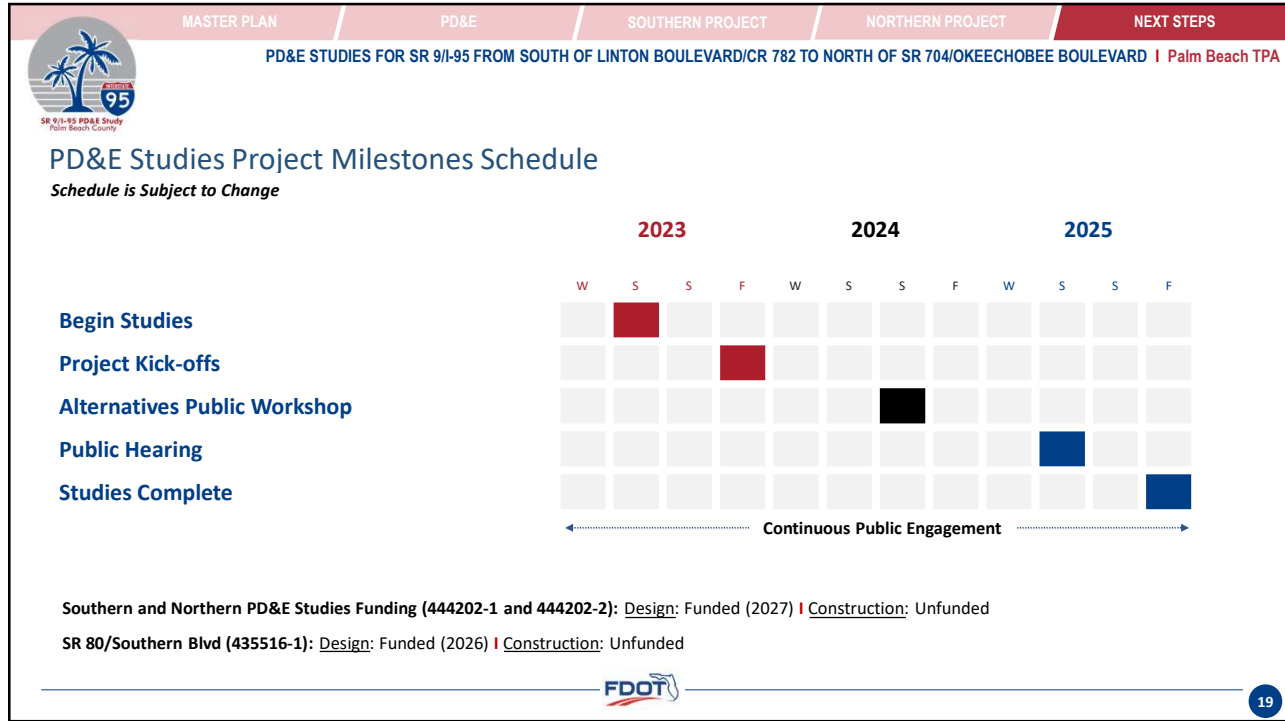
- Maintain consistent messaging and transparency
- Understand community concerns
- Create opportunities to engage virtually and in-person
- Coordinate with adjacent projects
- Continuous communication through the life of the projects

Agencies and Stakeholders Coordination

- Federal and State Agencies**
 - Federal Highway Administration
 - Federal Emergency Management Agency
 - Federal Rail Administration
 - U.S. Army Corps of Engineers
 - U.S. Fish and Wildlife Service
 - Environmental Protection Agency
 - Natural Resources Conservation Service
 - Florida Department of Transportation Office of Environmental Management
 - Division of Historical Resources
 - Department of Agriculture and Consumer Services
 - Environmental Protection Agency
 - Department of Environmental Protection
 - Fish and Wildlife Conservation Commission
- Local Agencies**
 - Palm Beach County
 - Palm Beach Transportation Planning Agency and Committees
 - Cities/Towns/Municipalities
 - Florida Chamber of Commerce
 - South Florida Regional Transportation Authority
 - South Florida Water Management District
 - Treasure Coast Regional Planning Council
- Other Stakeholders**
 - Parks and Recreation
 - Associations
 - Major Businesses
 - Schools
 - Hospitals


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<p>Southern PD&E Study SR 9/I-95 from South of Linton Boulevard/CR 782 to North of 6th Avenue South</p> <p>Hong Benitez, P.E. FDOT Project Manager</p> <p>Florida Department of Transportation 3400 W Commercial Blvd Ft. Lauderdale, FL 33309</p> <p>hong.benitez@dot.state.fl.us 954-777-4319</p>	<p>Northern PD&E Study SR 9/I-95 from North of 6th Avenue South to North of SR 704/Okeechobee Boulevard</p> <p>Vanita Saini, P.E. FDOT Project Manager</p> <p>Florida Department of Transportation 3400 W Commercial Blvd Ft. Lauderdale, FL 33309</p> <p>vanita.saini@dot.state.fl.us 954-777-4468</p>
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MASTER PLAN | PD&E | SOUTHERN PROJECT | NORTHERN PROJECT | NEXT STEPS



PD&E STUDIES FOR SR 9/I-95 FROM SOUTH OF LINTON BOULEVARD/CR 782 TO NORTH OF SR 704/OKEECHOBEE BOULEVARD | Palm Beach TPA

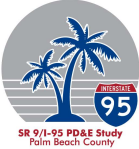

Holiday Season Drive Sober or Get Pulled Over

FLORIDA STATUTE 316.193 DRIVING UNDER THE INFLUENCE (DUI)

Driving Under the Influence (DUI) of alcoholic beverages, chemical substances, or controlled substances is one offense, proved by impairment of normal faculties or an unlawful blood alcohol or breath alcohol level of .08 or above. The penalties upon conviction are the same, regardless of the manner in which the offense is proven.

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Palm Beach
Transportation Planning Agency

Thank You

Project Development and Environment (PD&E) Study for SR 9/I-95 from South of Linton Boulevard/CR 782 to North of SR 704/Okeechobee Boulevard

Southern PD&E Study: Financial Project ID: 444202-1-22-02 | ETDM: 14508
Northern PD&E Study: Financial Project ID: 444202-2-22-02 | ETDM: 14509

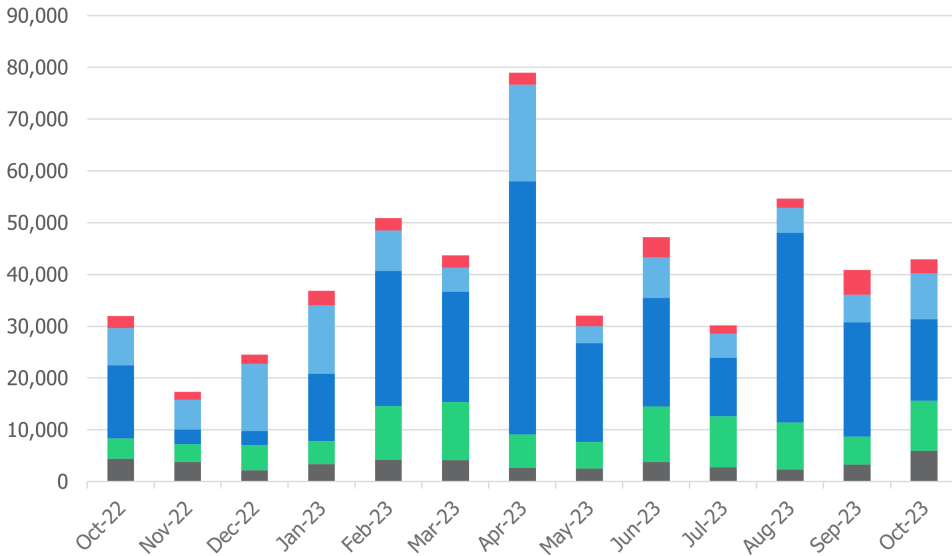


Public Involvement Activity Report 4.A.1

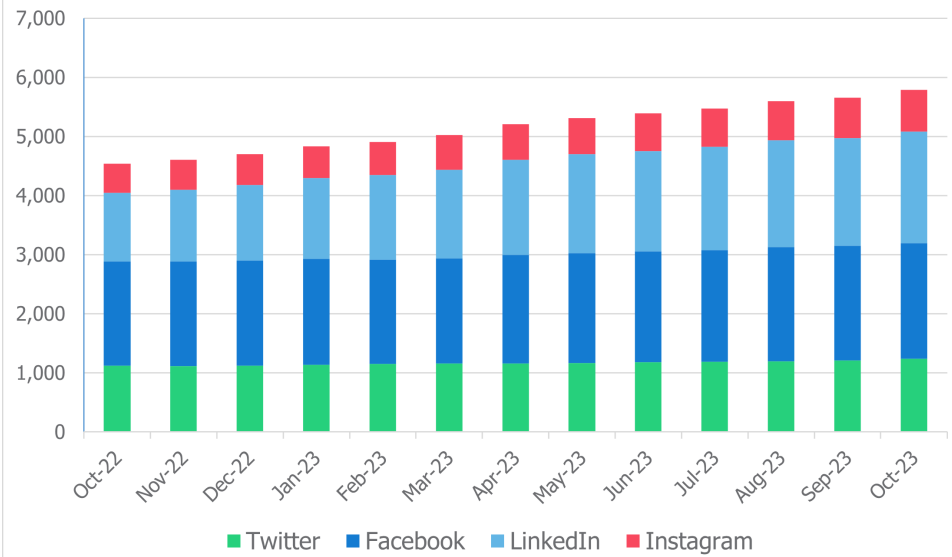
October 2023

FY 23-24 UPWP Task 1.D Solicit Public Input via Social Media

Social Media Impressions



Social Media Followers



Legend: Twitter (Green), Facebook (Blue), LinkedIn (Light Blue), Instagram (Red)

FY 24 Strategic Plan Goal 1.B: Increase Social Media Engagement

Goal: 125,000 users reached
Current: 120,889 users reached

Total October Media Coverage

Audience: Represents the number of people who likely viewed a story.

Publicity Value: Represents the cost to advertise during that specific time, program and/or platform multiplied by the number of people who viewed the story.



Total National TV Audience
210,744

Total National TV Publicity
USD \$68,121



Total Online + Print Audience
212,216

Total Online + Print Publicity
USD \$3,241



Total Social Followers
147,000

Total Social Publicity
USD \$3,675

[View this month's media report](#)

WPBF 25 News: Dillman Trail Ribbon Cutting



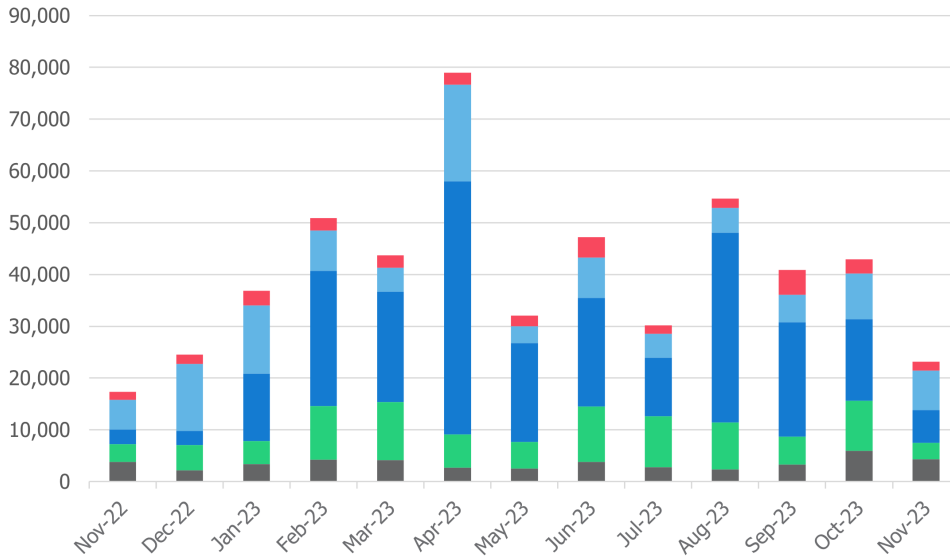
The TPA hosted a ribbon cutting for Dillman Trail with the City of Greenacres and FDOT on October 18. This shared-use path connects Dillman Rd. and Forest Hill Blvd., allowing a safe way for students to access nearby schools and for individuals to get to Okeeheelee Park. Dillman Trail is a project from the TPA's Transportation Alternatives Funding Program.

Public Involvement Activity Report

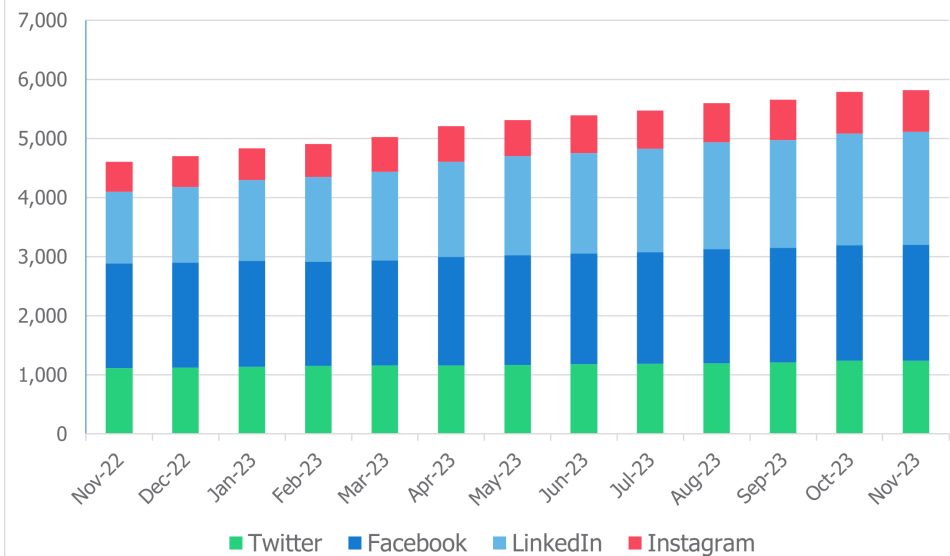
November 2023

FY 23-24 UPWP Task 1.D Solicit Public Input via Social Media

Social Media Impressions



Social Media Followers



FY 24 Strategic Plan Goal 1.B: Increase Social Media Engagement

Goal: 125,000 users reached
Current: 154,922 users reached

Vision 2050 Long Range Transportation Plan Public Outreach

As the TPA begins Vision 2050, the latest Long Range Transportation Plan (LRTP) update, public input is being gathered to help develop the plan.

The TPA's website is updated with ways for the public to get involved in the LRTP process. The Comment Map has been revamped to collect more robust feedback for Vision 2050. A survey is available to share thoughts on the current transportation system and desires for the future and has received nearly 300 responses thus far. Several Workshops were held in October and November 2023 to inform the public and stakeholders about Vision 2050. Feedback will continue to be collected until the plan's adoption in late 2024.

PalmBeachTPA.org/LRTP

Get Involved



Transportation Survey

Your voice matters! Share your thoughts on what's important to you regarding transportation today and in the future. Take the TPA's Vision 2050 **Transportation Survey** to give your feedback.

[Take the Survey](#)



Call for Projects

Local transportation partners are invited to submit projects for consideration in the 2050 LRTP. Learn more, assemble your projects details and create submissions at the button below.

[Submit a Project](#)



Public Comment Map

This form is your opportunity to share your observations and ideas! Leave your mark on the TPA's **Public Comment Map Form** and view other transportation needs comments.

[Submit a Comment](#)



Public Workshops

Attend the TPA's public workshops to learn about the LRTP and share input. Click the button below to see the workshop locations and register to attend.

[Attend a Workshop](#)

To share information about Vision 2050 and how to get involved, download [the Social Media Toolkit](#).



Vision 2050 Workshop - November 16, 2023



PEDESTRIAN & BICYCLE QUARTERLY CRASH REPORT



QUARTER

2

2023

Quarter 2 (Q2) 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.

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

- April 1 to June 30 (Q2, 2023) had a total of 46 serious injury or fatality related crashes involving people walking or bicycling, a decrease of 23 crashes from Q1 (January 1 to March 31).
- Q1 to Q2 crash patterns typically decline due to seasonal South Florida residents returning to other regions. Nevertheless, 7 more crashes occurred in Q2 in 2023 than in 2022.
- 63% of the crashes were on roads with posted speed limits of 35 mph or above.
- 55% of vulnerable road users crashes occurred on arterial roads, 25% on local roads.
- Crashes involving people walking occurred mid-block (70%) while crashes involving people bicycling were split between midblock (55%) and intersections (44%).
- 24% of crashes involved ageing drivers, which is consistent with previous quarters.
- 46% of the mapped crashes were on the Palm Beach TPA’s High Injury Network (HIN).
- 28% of crashes were within the medium to very high range of the Traditionally Underserved Index in Palm Beach County.



Report Alignment

A. 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

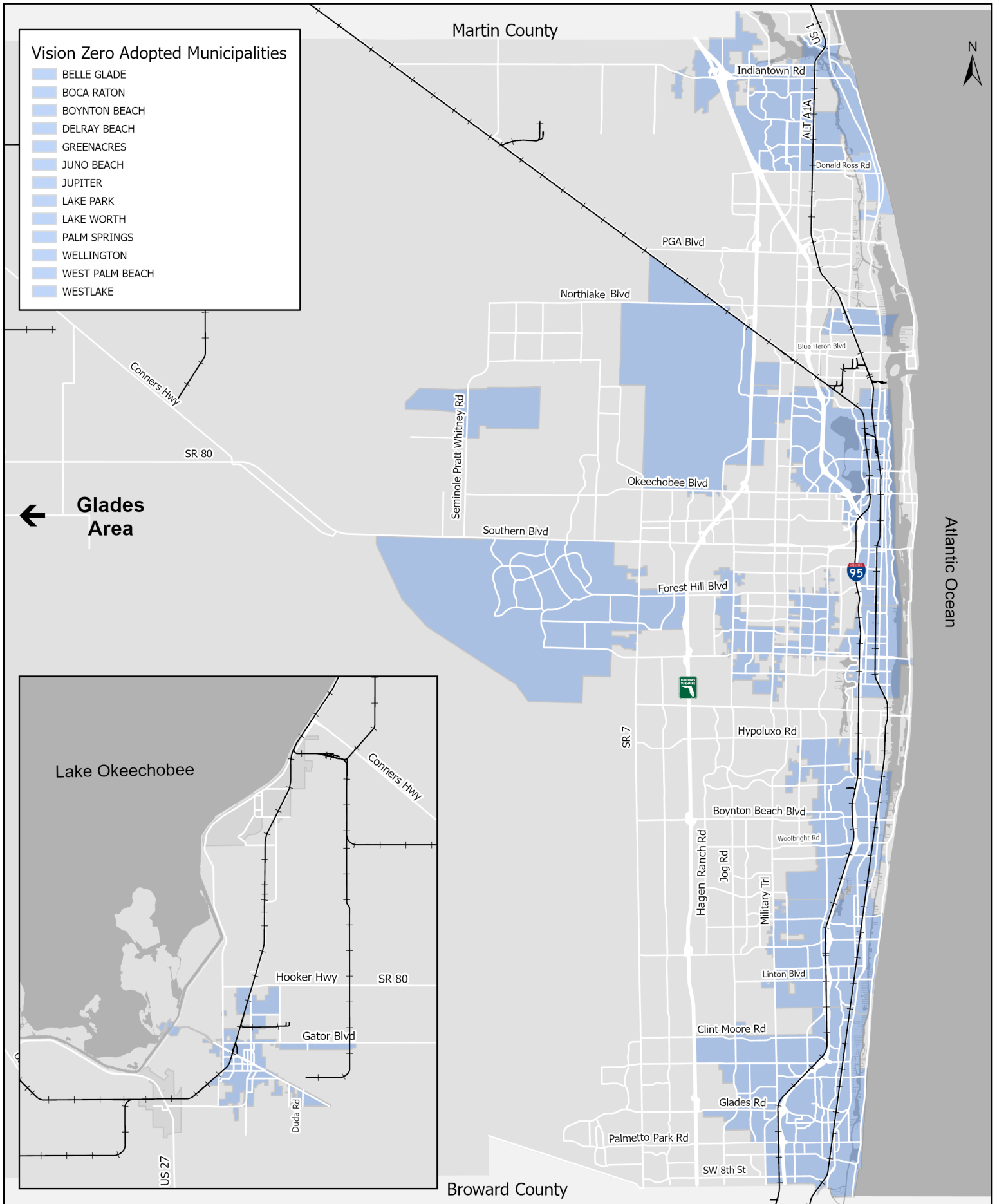
The Palm Beach County Local Road Safety Plan (LRSP) is a comprehensive plan that provides a framework for reducing the number of fatalities and serious injuries associated with crashes that occur on Palm Beach County's (hereafter, "the County's") roadway system. The information in this LRSP draws on 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, 13 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.



Palm Beach County - Vision Zero Adopted Municipalities



Summary Table of Q2 Crashes

This table displays crashes occurring in Quarter 2 from April 1st to June 30th, 2023. 43% of crashes took place in unincorporated areas of the county, whereas 53% of crashes occurred in incorporated areas.

Pedestrian			Bicyclist		
Crash Report #	Jurisdiction	Crash Severity	Crash Report #	Jurisdiction	Crash Severity
25794132	Unincorporated	Serious Injury	25797283	Unincorporated	Fatality
25795035	Unincorporated	Serious Injury	25898491	Boca Raton	Serious Injury
25446304	West Palm Beach	Serious Injury	25796271	Unincorporated	Fatality
25592969	Palm Springs	Serious Injury	25793989	Unincorporated	Serious Injury
85922082	Lake Clarke Shores	Serious Injury	25798181	Unincorporated	Serious Injury
25157065	Palm Beach Gardens	Serious Injury	25446291	West Palm Beach	Serious Injury
25796077	Lake Worth	Serious Injury	25794906	Mangonia Park	Serious Injury
25793785	Unincorporated	Serious Injury	25795804	West Palm Beach	Serious Injury
25446660	West Palm Beach	Serious Injury	25446336	West Palm Beach	Serious Injury
25794426	Unincorporated	Fatality	Total Mapped/ Unmapped	9/0	
25796268	Lake Worth	Serious Injury			
25798872	Unincorporated	Serious Injury			
25798460	Unincorporated	Fatality			
25899712	Boca Raton	Serious Injury			
25798526	Unincorporated	Fatality			
25900254	Unincorporated	Serious Injury			
25799265	Unincorporated	Serious Injury			
25457672	Jupiter	Serious Injury			



25974400	Palm Springs	Serious Injury
89563625	Boynton Beach	Fatality
25797738	Greenacres	Serious Injury
25794275	Unincorporated	Fatality
25446311	West Palm Beach	Fatality
89657252	Unincorporated	Fatality
25798739	Unincorporated	Serious Injury
25797301	Lake Worth	Fatality
25799438	Unincorporated	Fatality
25799607	Lake Worth	Fatality
25799745	Unincorporated	Serious Injury
25799406	Wellington	Serious Injury
25799244	Unincorporated	Fatality
25447353	West Palm Beach	Fatality
25496486	Delray Beach	Fatality
89671289	Unincorporated	Serious Injury
T21060923	Lake Worth Beach/FEC	Fatality
20232815	Delray Beach/FEC	Fatality
20232115	Lake Worth Beach/FEC	Fatality
Total Mapped/ Unmapped	37/0	

*Crash data retrieved 11/08/2023



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 Q2's crash conditions with the following three maps:

- **Pedestrian and Bicycle Crashes:** An overall analysis of the pedestrian and bicycle crashes that occurred during the second 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 are 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.

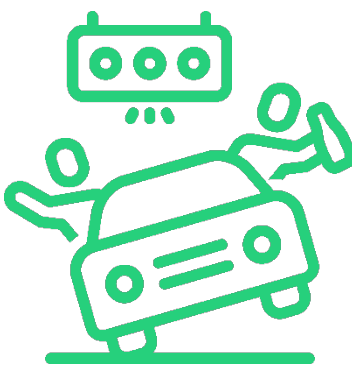
ROADWAY

CONDITIONS



HUMAN

BEHAVIOR

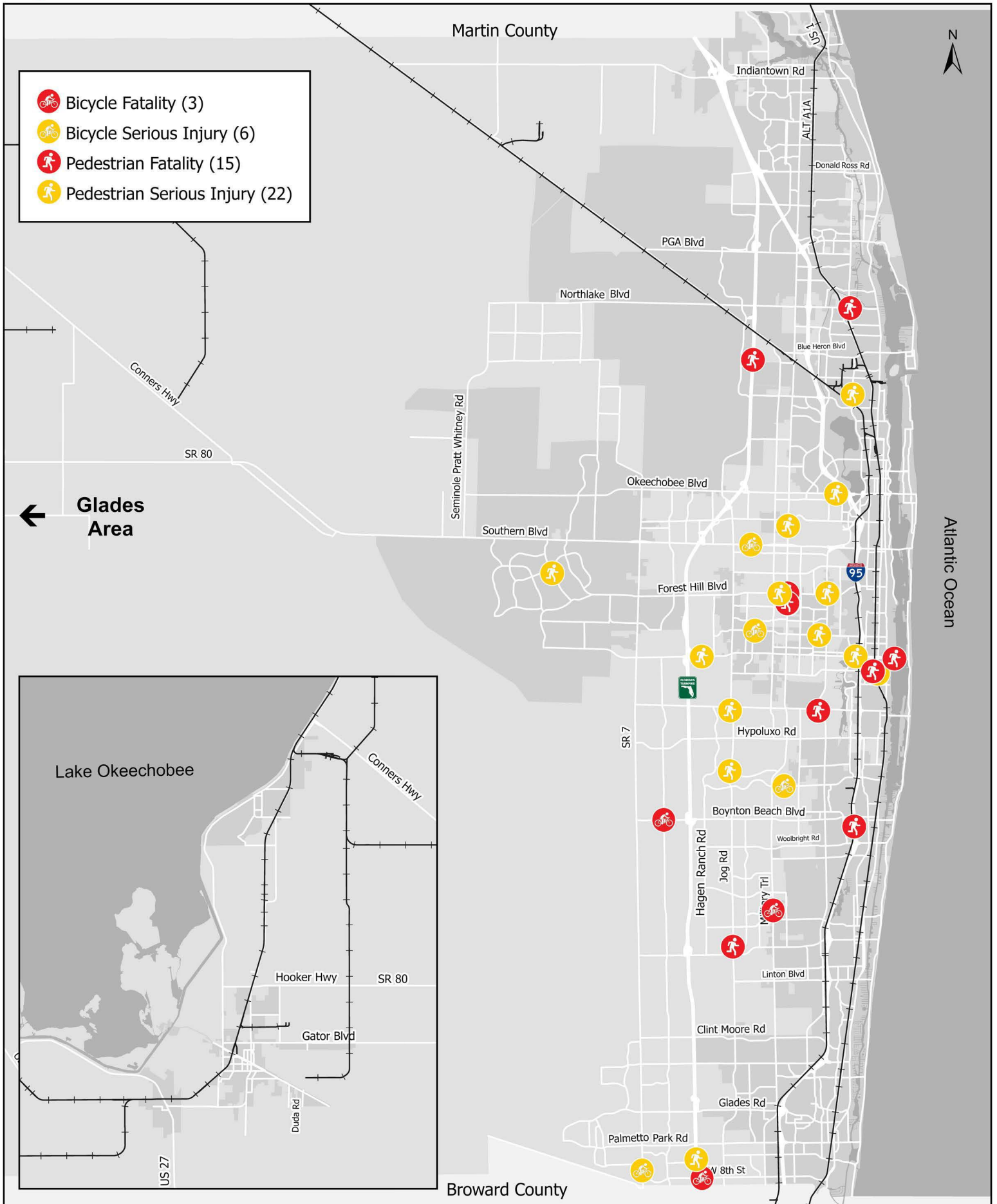


SOCIOECONOMIC

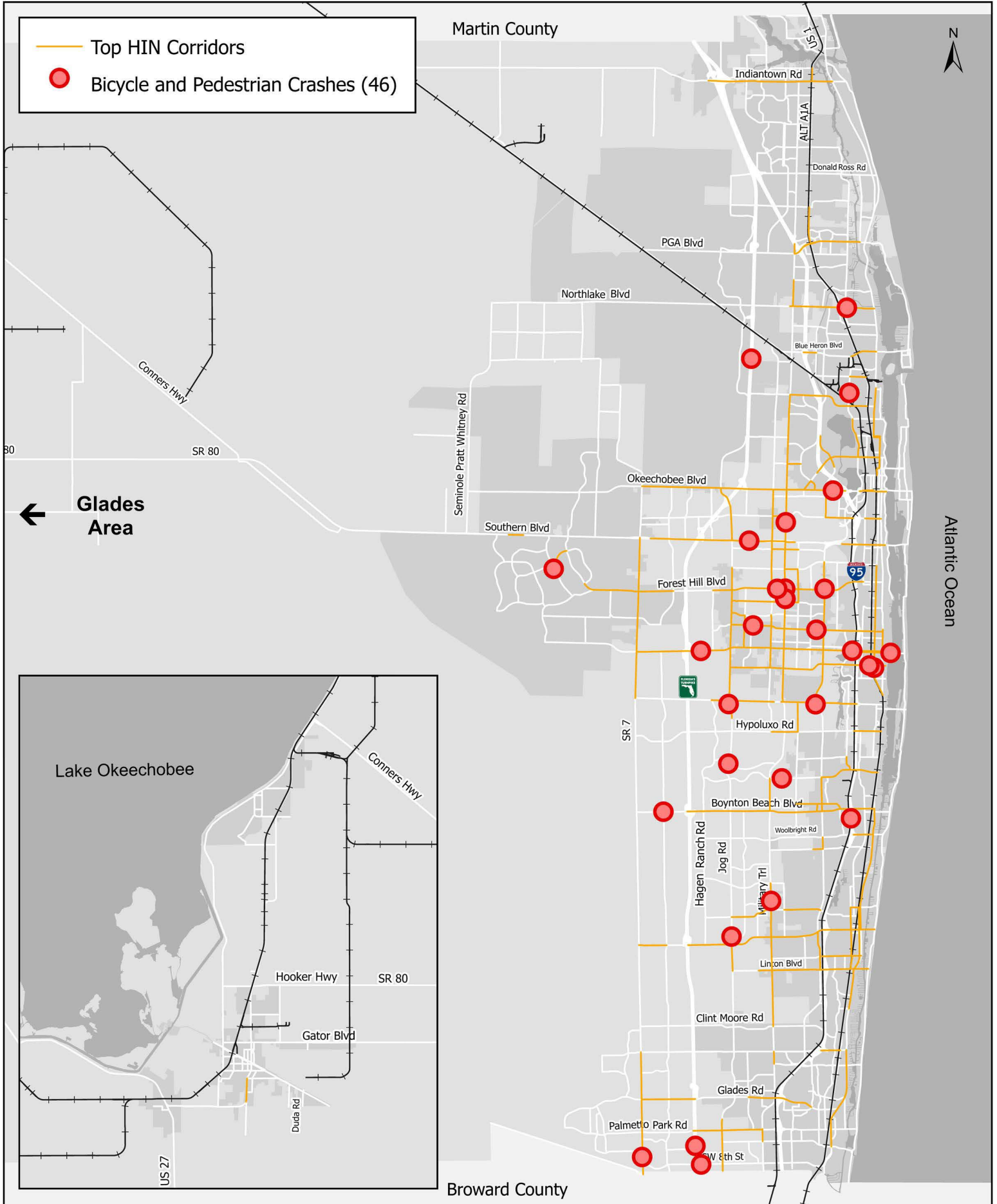
CONDITIONS



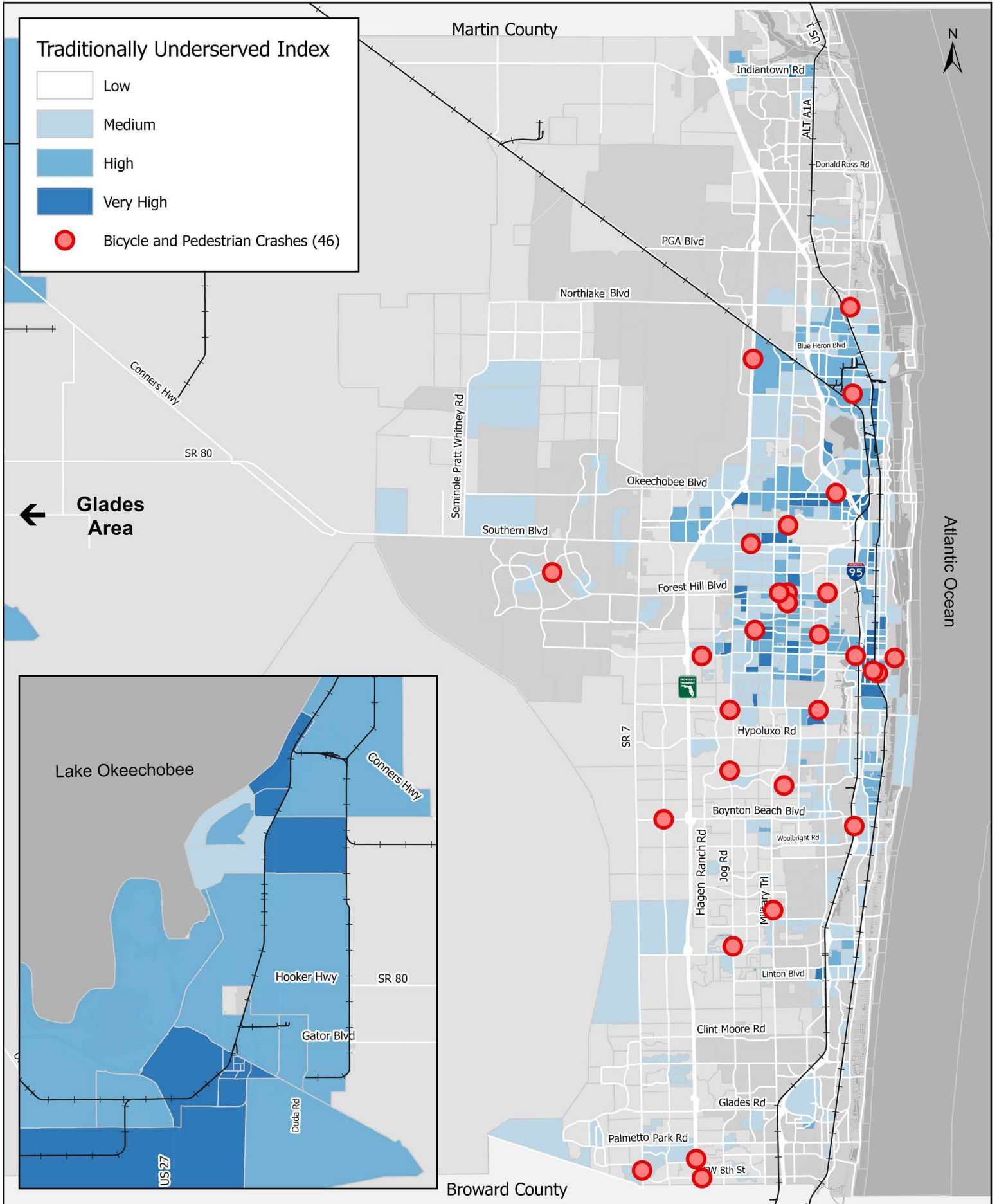
Ped/Bike Crashes - April 1 to June 30, 2023



Crashes on the High Injury Network within Palm Beach County



Crashes on the Traditionally Underserved Index



Roadway, Human Behavior, & Socioeconomic Conditions Analysis

	Quarter 1		Quarter 2		Quarter 3		Quarter 4	
	Pedestrian	Bicyclist	Pedestrian	Bicyclist	Pedestrian	Bicyclist	Pedestrian	Bicyclist
Total Crashes	47	22	37	9				
Fatalities	15	5	14	3				
Serious Injuries	32	17	23	6				
Roadway Conditions								
Posted Speed Limit								
<30	14	9	11	4				
35-40	13	11	14	1				
45<	13	2	10	4				
Intersections								
Mid-Block	34	9	24	5				
Intersection	13	13	10	4				
Number of Lanes								
2 Lane	18	12	11	5				
3-4 Lane	14	7	9	4				
5< Lane	8	3	15	0				
Functional Classification								
Major Arterial	9	3	16	3				
Minor Arterial	14	6	7	1				
Major Collector	6	7	1	1				
Minor Collector	5	3	0	1				
Local Road	6	3	10	3				
Lane Departure								
Crashes	5	0	2	1				
Surface Conditions								
Wet Road	9	0	8	1				
Dry Road	38	22	26	8				
Lighting Condition								
Daytime	27	18	15	6				
Nighttime	20	4	19	3				
Rail Crossings								
Trespassers	7	0	3	0				
Human Behaviors								
Impaired Driving	0	0	1	0				
Distracted Driving	1	1	1	0				
Speeding and Aggressive Driving	2	2	1	0				
Socioeconomic Conditions								
Aging Driver	7	4	7	4				
Teen Driver	2	3	2	0				



TPA Reporting

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

- Hosted a Vision Zero Workshop to educate the public, transportation professionals, and elected officials on what Vision Zero is, how local governments can adopt a policy, and next steps to take after policy adoption.
- TPA staff attended Florida's Pedestrian and Bicycle Safety Coalition stay current on the latest pedestrian and bicycle laws, data reporting, and statewide Vision Zero efforts.
- Conducted Walk Bike Safety Audits to identify any pedestrian and bicycle issues at the following locations:
 - Whispering Pines Elementary School in collaboration with the City of Boca Raton and Palm Beach County
 - Palm Springs Community Middle School in collaboration with the Village of Palm Springs, FDOT, Palm Tran, and Palm Beach County
 - Dwight D. Eisenhower Elementary School in collaboration with the City of Palm Beach Gardens and Palm Beach County
 - Glades Rd and I-95 Diverging Diamond Interchange (DDI) to evaluate the effectiveness of the newly constructed interchange with a pedestrian and bicycle perspective and receive valuable feedback on how to improve the design of future DDI's programmed in FDOT's Five-Year Work Program
- TPA staff participated in FDOT D4's Community Traffic Safety Team to help solve local traffic safety concerns and promote public awareness of traffic safety best practices.

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



Background Information and Sources

The TPA works collaboratively with Palm Beach County (PBC) and the Florida Department of Transportation (FDOT), as well as municipalities and other strategic partners to align strategies and funding within programs to eliminate crashes that result in a serious injury or fatality. This effort aligns the TPA's goals with those of others, identified below:

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 November 8, 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 November 9, 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 review of conditions.

Important Safety Contacts

Palm Beach County

- Motasem Al-Turk, Division Manager
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- Fadi Emil Nassar, Manager, Traffic Engineering Operations
Palm Beach County Traffic Division
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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) 777-4355



Project Scheduling Report – December 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 Wibet Hay at Wibet.Hay@dot.state.fl.us or 954.777.4573.

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					
4512241	SR-80 AT JOG RD	ADD LEFT TURN LANE(S)	FDOT	Kickoff Meeting	1/24/2024
4378681	SOUTHERN BLVD/SR-80 AT SR-7/US-441	ADD TURN LANE(S)	FDOT	Public Information Workshop	2/15/2024
State Road Modifications					
4383862	US-1 FROM 59TH ST TO NORTHLAKE BLVD	BIKE LANE/SIDEWALK	FDOT	Biddability	12/5/2023
4515792	TRAFFIC SIGNAL MAST ARM REPLACEMENTS - PALM BEACH COUNTY	TRAFFIC SIGNALS	FDOT	Kickoff Meeting	12/6/2023
4383865	US-1 FROM CAMINO REAL RD TO NE 8TH ST/MIZNER BLVD	BIKE LANE/SIDEWALK	FDOT	Kickoff Meeting	12/12/2023
4440791	BOYNTON BEACH FROM I-95 TO US-1 AND NEARBY STREETS	BIKE LANE/SIDEWALK	FDOT	Construction Notice to Proceed (NTP)	1/9/2024
Local Initiatives Program					
4443771	GERMANTOWN RD FROM OLD GERMANTOWN RD TO S CONGRESS AVE	BIKE PATH/TRAIL	DELRAY BEACH	Production	1/2/2024
4483051	VILLAGE OF ROYAL PALM BEACH - VARIOUS LOCATIONS	SIDEWALK	ROYAL PALM BEACH	Kickoff Meeting	1/26/2024
Transportation Alternatives Program					
4400151	WEST PALM BEACH - NORTH SHORE PEDESTRIAN BRIDGE	PEDESTRIAN/WILDLIFE OVERPASS	FDOT	Letting	12/6/2023
4483031	CHERRY RD FROM MILITARY TRAIL TO QUAIL DR	BIKE LANE/SIDEWALK	PALM BEACH COUNTY	Production	1/2/2024
4508241	VILLAGE OF ROYAL PALM BEACH - VARIOUS LOCATIONS	BIKE PATH/TRAIL	ROYAL PALM BEACH	Kickoff Meeting	1/26/2024
4460781	SE 1ST ST FROM BOYNTON BEACH BLVD TO WOOLBRIGHT RD	BIKE PATH/TRAIL	BOYNTON BEACH	LAP Commitment	2/2/2024
4400151	WEST PALM BEACH - NORTH SHORE PEDESTRIAN BRIDGE	PEDESTRIAN/WILDLIFE OVERPASS	FDOT	Construction Notice to Proceed (NTP)	2/16/2024
4508291	FAIRCHILD AVE FROM FAIRCHILD GARDENS AVE TO CAMPUS DR	BIKE PATH/TRAIL	PALM BEACH GARDENS	Kickoff Meeting	2/23/2024
Other FDOT & Local Projects					
4492791	OKEECHOBEE BLVD/SR-704 FROM RIVERWALK BLVD TO N JOG ROAD	LIGHTING	FDOT	Kickoff Meeting	12/14/2023
4492551	I-95 AT DONALD ROSS RD	LANDSCAPING	FDOT	Biddability	12/19/2023
4475531	US-1/DIXIE HWY FROM NORTH OF LUCERNE AVE TO WPB CANAL	LIGHTING	FDOT	Constructability Plans	12/22/2023
4458821	SR-7/US-441 AT LAKE WORTH RD	ADD RIGHT TURN LANE(S)	FDOT	PSE Meeting	12/29/2023
4475541	US-1/SR-5/BROADWAY AVE FROM 45TH ST TO 59TH ST	LIGHTING	FDOT	Production	1/2/2024
4493471	CONGRESS AVE/SR-807 AT 10TH AVE N	TRAFFIC SIGNAL UPDATE	FDOT	Initial Engineering	1/9/2024
4475491	SR-882/FOREST HILL BOULEVARD FROM OLIVE TREE BOULEVARD TO JOG ROAD	LIGHTING	FDOT	Constructability Plans	1/30/2024
4495201	ADVANCED WRONG WAY DETECTION SYSTEM PALM BEACH COUNTY	ITS COMMUNICATION SYSTEM	FDOT	Letting	1/31/2024
4515981	ADVANCED WRONG WAY DETECTION SYSTEM PALM BEACH COUNTY	ITS COMMUNICATION SYSTEM	FDOT	Agency Scope Review	1/31/2024
4465511	BELINE HWY/SR-710 FROM MARTIN COUNTY LINE TO OLD DIXIE HWY	ARTERIAL TRAFFIC MGMT SYSTEMS	FDOT	Letting	2/2/2024

FM #	Location	Type of Work	Lead Agency	Phase Milestone	Date
4492831	ATLANTIC AVE/SR-806 AT HOMEWOOD BLVD,SR-704 AT HAVERHILL RD	TRAFFIC SIGNAL UPDATE	FDOT	Constructability Plans	2/7/2024
4458821	SR-7/US-441 AT LAKE WORTH RD	ADD RIGHT TURN LANE(S)	FDOT	Biddability	2/9/2024
4492801	I-95 RAMP IMPROVEMENTS AT OKEECHOBEE BLVD/SR-704; PGA BLVD/SR-786; INDIANTOWN RD/SR-706	SKID HAZARD OVERLAY	FDOT	Constructability Plans	2/19/2024
Major Maintenance					
4498141	ROYAL PALM WAY/SR-704 FROM 4 ARTS PLAZA TO S COUNTY ROAD	RESURFACING	FDOT	Agency Scope Review	11/29/2023
4461731	SR-5/FEDERAL HWY FROM SOUTH OF 10TH AVE S TO 6TH AVE N	RESURFACING	FDOT	Letting	12/1/2023
4476581	US-1 FROM BAILEY ST TO HARBOURSIDE DR	RESURFACING	FDOT	Biddability	12/5/2023
4476651	BOYNTON BEACH BLVD/SR-804 FROM SR-7/US-441 TO LYONS RD	RESURFACING	FDOT	Biddability	12/5/2023
4476611	SR A1A FROM SE 31ST TO SOUTH OF GRAND CT	RESURFACING	FDOT	Biddability	12/5/2023
4444771	SR-A1A FROM SOUTH OF GRAND BAY CT TO SOUTH OF LINTON BLVD	RESURFACING	FDOT	Letting	12/6/2023
4476711	OKEECHOBEE BLVD/SR-704 FROM RED TRAIL TO WEST OF AUSTRALIAN AVE	RESURFACING	FDOT	Public Information Workshop	12/7/2023
4498321	SR-5/ FEDERAL HWY FROM SR-5/US-1/N DIXIE HWY TO 10TH AVENUE S	RESURFACING	FDOT	Kickoff Meeting	12/8/2023
4484151	US-1/SR-5 FROM BELVEDERE RD TO SR-704/LAKEVIEW AVE	RESURFACING	FDOT	Initial Field Review	12/12/2023
4484371	BOYNTON BEACH BLVD/SR-804 FROM ORCHID GROVE TRL TO WEST OF PALM ISLES DR	RESURFACING	FDOT	Initial Engineering	12/15/2023
4476571	YAMATO RD/SR-794 FROM WEST OF I-95 TO US-1/FEDERAL HWY	RESURFACING	FDOT	Production	1/2/2024
4476701	SR-7/US-441 FROM GLADES RD TO NORTH OF BRIDGE BROOK DR	RESURFACING	FDOT	Constructability Plans	1/3/2024
4463731	SR-882/FOREST HILL BLVD FR E OF LAKE CLARKE DRIVE TO US-1/DIXIE HWY	RESURFACING	FDOT	Kickoff Meeting	1/5/2024
4461741	PGA BLVD/SR-786 FROM EAST OF I-95 TO E OF FAIRCHILD GARDENS AVE	RESURFACING	FDOT	Letting	1/5/2024
4461051	STATE MARKET RD/SR-729 FROM SR-15 TO US-441/E MAIN ST	RESURFACING	FDOT	Letting	1/5/2024
4476691	E OCEAN AVE/SR-804 FROM US-1/SR-5 TO A1A	RESURFACING	FDOT	Public Information Workshop	1/9/2024
4498141	ROYAL PALM WAY/SR-704 FROM 4 ARTS PLAZA TO S COUNTY ROAD	RESURFACING	FDOT	Execution Date (Design)	1/12/2024
4476691	E OCEAN AVE/SR-804 FROM US-1/SR-5 TO A1A	RESURFACING	FDOT	PSE Meeting	1/17/2024
4484171	SR-A1A/OCEAN BLVD FROM NORTH OF IBIS WAY TO S OF SR-80/SOUTHERN BLVD	RESURFACING	FDOT	Initial Engineering	1/24/2024
4463741	SR-700/CONNERS HWY FROM NORTH OF 1ST ST TO WEST OF SR-80	RESURFACING	FDOT	Letting	1/31/2024
4476641	SR-15/E MAIN ST FROM S LAKE AVE TO SR-700/CONNORS HWY	RESURFACING	FDOT	Constructability Plans	2/1/2024
4461761	SR-A1A FROM S OF JOHN D MACARTHUR ENTRANCE TO PORTAGE LANDING NORTH	RESURFACING	FDOT	Letting	2/2/2024
4476631	A1A FROM SOUTH OF LAKE AVE TO N OF IBIS WAY	RESURFACING	FDOT	Production	2/5/2024
4476601	SR-5/FEDERAL HWY FROM 6TH AVE N TO ARLINGTON RD	RESURFACING	FDOT	Biddability	2/9/2024
4476691	E OCEAN AVE/SR-804 FROM US-1/SR-5 TO A1A	RESURFACING	FDOT	Biddability	2/9/2024
4498341	E CANAL STREET/SR-717 FROM SR-80 TO SE AVE E	RESURFACING	FDOT	Execution Date (Design)	2/9/2024
4476671	BOYNTON BEACH BLVD/SR-804 FROM N CONGRESS AVE TO NW 8TH ST	RESURFACING	FDOT	Biddability	2/9/2024

FM #	Location	Type of Work	Lead Agency	Phase Milestone	Date
4461731	SR-5/FEDERAL HWY FROM SOUTH OF 10TH AVE S TO 6TH AVE N	RESURFACING	FDOT	Construction Notice to Proceed (NTP)	2/20/2024
4498321	SR-5/ FEDERAL HWY FROM SR-5/US-1/N DIXIE HWY TO 10TH AVENUE S	RESURFACING	FDOT	Initial Field Review	2/22/2024



FY 2023 Annual Listing of Obligated Projects

Both 23 USC §134 and §339.175, Florida Statutes, mandate that Metropolitan Planning Organizations (MPO) publish the annual listing of projects for which federal funds have been obligated in the preceding year. 23 CFR §450.334 further stipulates that the listing shall identify for each project the amount of Federal funds requested in the TIP, the Federal funding that was obligated during the preceding year, and the Federal funding remaining and available for subsequent years.

The Palm Beach TPA created the attached summary listing of projects where total Federal funding requested in the TIP differed from the Federal funding that was obligated by at least \$500,000.

In general, federal funds are obligated to transportation projects through the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA). According to FHWA definition, an obligation is a legal commitment: the Federal government's promise to pay a State for the Federal share of a project's eligible cost. For a project funded by FHWA funds, this commitment occurs when FHWA approves the project and executes the project agreement. For a project funded by FTA funds, this commitment occurs at the time the FTA grant is awarded. Alternatively, funding can also be "de-obligated". A de-obligation means money previously obligated is removed from the project to reflect changes to the project cost, delay, or cancellation.

The full detailed report is available at PalmBeachTPA.org/TIP.

Below is a summary table showing the amount of funds programmed in the TPA’s Transportation Improvement Program (TIP) for Fiscal Year 2023, the amount obligated for Fiscal Year 2023, the difference, and the amount de-obligated.

FY 2023 Programmed, Obligated, and De-Obligated Amounts

Transportation Improvement Program Section	Programmed in TIP	Obligated	Difference	De-Obligated
SIS Capacity	11,282,618	17,090,386	-5,807,768	-707,712
State Road Modifications	37,305,997	21,717,017	15,588,980	-11424
Local Initiatives Program	18,126,508	26,588,276	-8,461,768	-1,835,031
Transportation Alternatives Program	3,177,659	6,593,950	-3,416,291	-467,315
Other FDOT & Local Projects	2,604,252	4,024,193	-1,419,941	-725,611
Major Maintenance	2,892,938	5,676,204	-2,783,266	-165,920
O&M - Roadways	0	73	-73	-53,675
O&M - Transit	19,755,180		19,755,180	
Railroads	16,350,000		16,350,000	
Total	\$111,495,152	\$81,690,099	\$29,805,053	\$-3,966,688

Fiscal Year 23 Federal Obligations Summary
 Compares TPA Transportation Improvement Program (TIP) Requests with Actual Obligations
 Summary of requests and obligations difference of more than \$500,000

FM	Location	Description	Phase	FY 23 TIP Request	FY 23 Obligated	Remaining Funding
4483491	BOCA RATON PASSENGER RAIL STATION - BRIGHTLINE	FEC at NW4th Street, adjacent to Boca Raton Public Library New Passenger Rail Station at Brightline, Parking Garage, and Track Improvement	CAP	16,350,000	-	16,350,000
2296647	SR-7 FROM OKEECHOBEE BLVD TO 60TH ST	Widen from 2 lanes to 4 lanes.	CST	10,491,222	-	10,491,222
4397581	I-95 AT INDIANTOWN RD	Reconstruct and signalize I-95 NB off ramp; lengthen EB Indiantown Rd left turn storage lane; add EB auxiliary lane on Indiantown Rd from I-95 exit to Island Way; add WB auxiliary lane from Jupiter West Plaza to I-95 SB on ramp; restripe existing right turn lane to a shared/thru right turn lane.	CST	9,703,979	-	9,703,979
2296646	SR-7 FROM 60TH ST TO NORTHLAKE BLVD	Construct new 4-lane roadway.	CST	8,336,976	-	8,336,976
4417551	US-1/SR-5 FROM BROWARD COUNTY LINE TO SPANISH RIVER BLVD	ATMS DEPLOYMENT ON US-1 IN SOUTHERN PALM BEACH COUNTY PROJECT IS PART OF TSM&O MASTER PLAN	CST	2,567,500	-	2,567,500
2296584	ATLANTIC AVE/SR-806 FROM SR-7/US-441 TO WEST OF LYONS RD	Widen from 2 lanes to 4 lanes, including 7' bike lanes and 6' sidewalks	ROW	3,209,473	1,310,665	1,898,808
4460781	SE 1ST ST FROM BOYNTON BEACH BLVD TO WOOLBRIGHT RD	Construct 10' shared use path on west side of roadway.	CST	995,000	-	995,000
4132601	I-95 AT PALM BEACH LAKES BLVD	Interchange improvements. A traffic study will start in 2021. The detail scope of the project will be determined after the traffic study.	PE	692,456	-	692,456
4443501	CLEAR LAKE TRAIL FROM OKEECHOBEE BLVD/SR-704 TO PALM BEACH LAKES BLVD	Construct 10' shared use path on west side of Clear Lake.	CST	5,000	553,511	(548,511)
4383941	HOMEWOOD BLVD FROM OLD GERMANTOWN RD TO LOWSON BLVD	Install designated bike lanes and sidewalks.	CST	19,892	574,837	(554,945)

Fiscal Year 23 Federal Obligations Summary
 Compares TPA Transportation Improvement Program (TIP) Requests with Actual Obligations
 Summary of requests and obligations difference of more than \$500,000

FM	Location	Description	Phase	FY 23 TIP Request	FY 23 Obligated	Remaining Funding
2319321	I-95 AT GATEWAY BLVD	Widen roadway and turn lanes on Gateway Blvd from Quantum Blvd to NE 1st Way. Enhance interchange at I-95 by widening on and off wraps.	PE	-	566,064	(566,064)
4483021	KYOTO GARDENS DR FROM NORTH MILITARY TRL TO ALTERNATE A1A	Construct 5' bike lanes and 8' pathway on north side of roadway, also includes widening into median, milling and resurfacing, and pedestrian lighting at midblock crossings.	CST	886,162	1,494,340	(608,178)
4443791	YAMATO RD FROM WEST OF JOG RD TO I-95 AND 16 INTERSECTIONS IN DOWNTOWN BOCA RATON	Install Adaptive Traffic Control Systems.	CST	5,000	631,741	(626,741)
4460841	VARIOUS LOCATIONS ALONG HOLLY DRIVE	Install pedestrian activated flashers at 12 existing crossings.	CST	263,959	904,785	(640,826)
4460771	SEMINOLE BLVD FROM OSWEGO AVE TO OKEECHOBEE BLVD	Construct 12' shared use paths, high visibility crosswalks, and pedestrian lighting.	CST	995,000	1,779,567	(784,567)
4456231	I-95 FROM SOUTH OF PALM BEACH LAKES BLVD TO NORTH OF 45TH ST	IMPROVE LIGHTING ALONG THE I-95 SEGMENT FROM S OF PALM LAKES BLVD TO N OF 45 ST; INSTALL A ROAD WEATHER INFORMATION SYSTEM (RWIS) FOR SB TRAFFIC APPROACHING PALM BEACH LAKES BLVD; RESTRIPE/REFURBISH PAVEMENT MARKINGS WITHIN SEGMENT; NPV=2,086,399;BC RATIO 4 3 SHSP= 1 & 4 LANE DEPARTURE & AGGRESSIVE DRIVING	CST	33,650	819,315	(785,665)
4331096	I-95 FROM BROWARD COUNTY LINE TO NORTH OF LINTON BLVD	Preliminary engineering to evaluate additional capacity on I-95 from the Palm Beach/Broward County Line to Linton Blvd (Corridor design).	CST	-	895,654	(895,654)
4443711	WESTGATE AVE FROM WABASSO DRIVE TO CONGRESS AVE	Roadway repurposing to add designated bike lanes and widen sidewalks.	CST	-	907,683	(907,683)
4372791	I-95 AT WOOLBRIGHT RD	Modify existing interchange and ramps to build triple-left turn lanes from I-95 onto Woolbright Rd. Limits are from SW18th St to just west of SW 2nd St.	PE	-	958,609	(958,609)

Fiscal Year 23 Federal Obligations Summary
 Compares TPA Transportation Improvement Program (TIP) Requests with Actual Obligations
 Summary of requests and obligations difference of more than \$500,000

FM	Location	Description	Phase	FY 23 TIP Request	FY 23 Obligated	Remaining Funding
4483011	CITY OF LAKE WORTH BEACH VARIOUS LOCATIONS	Construct ADA curb ramps and sidewalks.	CST	-	1,144,461	(1,144,461)
4400431	BRANT DR BRIDGE REPLACEMENT FR OREGON LN TO AVOCET RD	Replace bridge and install 10' shared use paths	CST	-	1,471,320	(1,471,320)
4368961	LOWSON BOULEVARD/SW 10TH STREET FROM DOVER ST TO SE 6TH AVENUE	Install bike lanes and sidewalks.	CST	-	1,554,169	(1,554,169)
4443761	PARKER AVE FROM FOREST HILL BLVD/SR-882 TO NOTTINGHAM BLVD	Install separated bike lanes, pedestrian lighting and street trees.	CST	3,653,013	5,295,435	(1,642,422)
4415321	BARWICK RD FROM WEST ATLANTIC AVE TO LAKE IDA RD	Construct sidewalks and separated bicycle lanes.	CST	2,495,000	4,187,221	(1,692,221)
4190131	SOUTHERN BLVD BRIDGES 930097 & 930098	Bridge Replacement	CST	-	1,735,957	(1,735,957)
4443701	LYONS RD/ SANSBURY WAY FROM FOREST HILL BLVD TO OKEECHOBEE BLVD	Construct separated bicycle lanes	CST	-	2,159,385	(2,159,385)
4415331	LINDELL BLVD AND SW 10TH AVE FROM WEST OF S DIXIE HWY TO LINTON BLVD	Install sidewalks and separated bike lanes on: Lindell Blvd from SW 10th Ave to west of S Dixie Hwy and SW 10th Ave from Lindell Blvd to Linton Blvd.	CST	2,723,349	4,917,292	(2,193,943)
4440791	BOYNTON BEACH FROM I-95 TO US-1 AND NEARBY STREETS	Lane width reductions to construct 9' sidewalk on N, 15' shared use path on S, pedestrian lighting Boynton Beach Blvd from I-95 to US-1 including Ocean Ave from 3rd St to US-1.	CST	-	5,066,508	(5,066,508)
4124204	I-95 AT GLADES RD/SR-808	Construct separated auxiliary lanes from WB Glades Road to I-95 over Airport Rd, provide improved bike lanes. Also includes Glades Rd from Butts Rd to FAU. G/W 433109-5 & 435384-1	CST	-	5,703,259	(5,703,259)
4192511	BEELINE HWY/SR-710 FROM NORTHLAKE BLVD TO BLUE HERON BLVD/SR-708	Widen roadway from 4 lanes to 6 lanes and reconstruct Northlake intersection to include displaced N/S left turn lanes.	CST	553,397	7,468,985	(6,915,588)