



TPA GOVERNING BOARD MEETING AGENDA

DATE: **Thursday, February 15, 2024**
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. Comments from the Chair and Member Comments
- F. Executive Director's Report

- G. MOTION TO APPROVE Consent Agenda Items
1. Governing Board Meeting Minutes for December 14, 2023.
 2. Appointments to the TPA Advisory Committees through December 2026
 - a. Clinton Williams as the City of Delray Beach Vision Zero Advisory Committee (VZAC) Representative.
 - b. Begona Krane as the City of Delray Beach Technical Advisory Committee (TAC) Alternate.
 - c. Troy Perry as the City of Lake Worth Beach to the TAC Alternate.
 - d. Michael Giambone as the Palm Beach County Airports TAC Representative.
 3. Renewals to the TPA Advisory Committees through December 2026
 - a. Uyen Dang as the City of Boca Raton Representative to the CAC.
 - b. Jamie Brown as the City of Lake Worth Beach Representative to the TAC.
 4. Certified Public Accountant (CPA) Services Agreement
An agreement with Palm Beach Accounting and Financial Services, LLC for CPA Services.
 5. Performance Measures Dashboard Services Agreement
An agreement with mySidewalk to provide an online dashboard to display data and Performance Measures identified in the TPA's Long Range Transportation Plan.

2. ACTION ITEMS

- A. MOTION TO ADOPT Resolution 2024-01 establishing 2024 Safety Targets
Pursuant to the Federal Highway Administration (FHWA), the TPA is required to adopt targets for federal performance measures. Roadway safety targets are required to be adopted annually and include the number and rate of traffic-related fatalities and serious injuries, and number of pedestrian & bicycle fatalities and serious injuries.

Since 2018, the TPA Board has adopted the State's roadway safety targets of zero (0) traffic-related fatalities and serious injuries. TPA staff recommends adoption of the State's roadway safety targets and will provide a presentation to review the attached TPA draft resolution establishing the 2024 Safety Targets, the Safety Fact Sheet, and the overall Performance Measures scorecard.

3. INFORMATION ITEMS

- A. Amendment #3 to the TPA's 2045 Long Range Transportation Plan (LRTP)
The 2045 LRTP includes regionally significant transportation projects from Palm Beach County's Road Program and local Capital Improvement Programs. These local projects are for informational purposes and planning consistency. This amendment adds locally requested projects to the Local Government Prioritization table and Operations & Maintenance table. The proposed 2045 LRTP Amendments are attached. The amendment will be recommended to the TPA Governing Board for approval in March.

B. Florida Bicycle Month

TPA staff will provide an update on Florida Bicycle Month activities in March and encourage municipalities to adopt a Florida Bicycle Month Proclamation to celebrate and support bicycling in their community. A sample proclamation is attached. A calendar of bicycle month events is available at PalmBeachTPA.org/Events.

C. Partner Agency Updates

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

4. ADMINISTRATIVE ITEMS

A. Routine TPA Reports

1. Public Involvement Activity Report – December 2023 and January 2024
2. 2023 Pedestrian and Bicycle Quarterly Crash Report – Q3
3. FDOT Scheduling Report – February 2024

B. Next Meeting – **March 21, 2024**

C. Adjournment

NOTICE

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

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services for a meeting (free of charge) should contact Melissa Murray at 561-725-0813 or MMurray@PalmBeachTPA.org at least five (5) business days in advance. Hearing impaired individuals are requested to telephone the Florida Relay System at #711.

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

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

Sara Baxter, Commissioner

Palm Beach County – District 6

Mack Bernard, Commissioner

Palm Beach County – District 7

Palm Beach County Alternates:

Maria Sachs, Mayor

Michael Barnett, 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**

December 14, 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 9:05 a.m.

The Recording Secretary called the roll.

Member	Attendance	Member	Attendance	Member	Attendance
Steve Wilson	A	Reinaldo Diaz	E	Shirley Lanier	A
Yvette Drucker	P	Joni Brinkman	P	Fred Pinto	P
Fran Nachlas	A	Deandre Poole	A	Michael Napoleone	P
Angela Cruz	P	Gregg Weiss	P	Christy Fox	P
Shelly Petrolia	A	Marci Woodward	P	Joseph Peduzzi	A
Joel Flores	A	Maria Sachs	A	Maria Marino	P
Jim Kuretski	P	Mack Bernard	P	Chelsea Reed	P

P = Present A = Absent

A quorum was present in-person.

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.

1.D. General Public Comments

There were no public comments received.

E. Special Items

1.E. Moment of Silence in honor of Clinton B. Forbes, Palm Tran Executive Director

CHAIR REED requested a moment of silence to honor Clinton Forbes and provided a speech.

2.E. Commission for Transportation Disadvantaged (CTD) Palm Beach County Awards

CHAIR REED introduced David Darm, Executive Director of the Florida CTD, to the podium to announce the Palm Beach Local Coordinating Board of the Year and Dispatcher of the Year.

3.E Ride Roll Stroll Challenge Award

Chair Reed introduced Courtney Reynolds, Director of Partnerships for Agile Mile, to the podium to announce the Ride Roll Stroll Challenge Award, won by the Palm Beach TPA.

F. Comments from the Chair and Member Comments

Fran Nachlas joined the meeting at 9:07 a.m.

Joel Flores joined the meeting at 9:09 a.m.

ANGELA CRUZ stated the City of Boynton Beach began negotiating with Circuit to provide alternate modes of transportation.

YVETTE DRUCKER announced the City of Boca Raton recently adopted their Complete Streets Policy.

CHRISTY FOX stated the City of West Palm Beach has been testing local circulators and members of the public are welcome to test ride and provide feedback.

MARCI WOODWARD provided details regarding the opening of Tri-Rail's service to MiamiCentral Station and noted she will share information with TPA staff to invite elected officials.

G. Executive Director's Report

VALERIE NEILSON, TPA Executive Director, provided updates available at PalmBeachTPA.org/Board.

H. APPROVED 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.
6. Building Security Contract Action
7. HVAC & Dehumidifier Equipment & Installation Emergency Purchase

MOTION to approve the Consent Agenda made by Joel Flores, seconded by Fran Nachlas, and carried unanimously 14-0 as depicted in the table below.

Member	Vote	Member	Vote	Member	Vote
Steve Wilson	A	Reinaldo Diaz	A	Shirley Lanier	A
Yvette Drucker	Y	Joni Brinkman	Y	Fred Pinto	Y
Fran Nachlas	Y	Deandre Poole	A	Michael Napoleone	Y
Angela Cruz	Y	Gregg Weiss	Y	Christy Fox	Y
Shelly Petrolia	A	Marci Woodward	Y	Joseph Peduzzi	A
Joel Flores	Y	Maria Sachs	A	Maria Marino	Y
Jim Kuretski	Y	Mack Bernard	Y	Chelsea Reed	Y

Y = Yes N = No A = Absent

2. ACTION ITEMS

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

CHAIR REED read the TPA Operating Procedures Section 2.2A and introduced Paul Gougelman, TPA General Counsel to conduct the 2024 election for the TPA Chair, Vice Chair, and two at-large representatives for the Executive Committee.

There were no public comments on this item.

PAUL GOUGELMAN opened the floor for nominations for the office of TPA Chair for 2024.

MARIA MARINO nominated Chelsea Reed as TPA Chair and herself as TPA Vice Chair.

MOTION to elect City of Palm Beach Gardens, Mayor Chelsea Reed as TPA Chair made by Fran Nachlas, seconded by Fred Pinto, and carried unanimously 14-0 as depicted in the table below.

Member	Vote	Member	Vote	Member	Vote
Steve Wilson	A	Reinaldo Diaz	A	Shirley Lanier	A
Yvette Drucker	Y	Joni Brinkman	Y	Fred Pinto	Y
Fran Nachlas	Y	Deandre Poole	A	Michael Napoleone	Y
Angela Cruz	Y	Gregg Weiss	Y	Christy Fox	Y
Shelly Petrolia	A	Marci Woodward	Y	Joseph Peduzzi	A
Joel Flores	Y	Maria Sachs	A	Maria Marino	Y
Jim Kuretski	Y	Mack Bernard	Y	Chelsea Reed	Y

Y = Yes N = No A = Absent

MOTION to elect Palm Beach County District 1, Vice Mayor Maria Marino as TPA Vice Chair made by Gregg Weiss, seconded by Fred Pinto, and carried unanimously 14-0 as depicted in the table below.

Member	Vote	Member	Vote	Member	Vote
Steve Wilson	A	Reinaldo Diaz	A	Shirley Lanier	A
Yvette Drucker	Y	Joni Brinkman	Y	Fred Pinto	Y
Fran Nachlas	Y	Deandre Poole	A	Michael Napoleone	Y
Angela Cruz	Y	Gregg Weiss	Y	Christy Fox	Y
Shelly Petrolia	A	Marci Woodward	Y	Joseph Peduzzi	A
Joel Flores	Y	Maria Sachs	A	Maria Marino	Y
Jim Kuretski	Y	Mack Bernard	Y	Chelsea Reed	Y

Y = Yes N = No A = Absent

PAUL GOUGELMAN asked the current elected officers if they were interested in continuing in their roles.

FRED PINTO stated his interest in continuing as TPA elected officer.

MICHAEL NAPOLEON stated his interest in continuing as TPA elected officer.

JOEL FLORES stated he was not interested in continuing as a TPA elected officer and nominated Yvette Drucker.

MOTION to elect City of Boca Raton, Councilmember Yvette Drucker as TPA at-large representative made by Angela Cruz, seconded by Fran Nachlas and carried unanimously 14-0 as depicted in the table below.

Member	Vote	Member	Vote	Member	Vote
Steve Wilson	A	Reinaldo Diaz	A	Shirley Lanier	A
Yvette Drucker	Y	Joni Brinkman	Y	Fred Pinto	Y
Fran Nachlas	Y	Deandre Poole	A	Michael Napoleone	Y
Angela Cruz	Y	Gregg Weiss	Y	Christy Fox	Y
Shelly Petrolia	A	Marci Woodward	Y	Joseph Peduzzi	A
Joel Flores	Y	Maria Sachs	A	Maria Marino	Y
Jim Kuretski	Y	Mack Bernard	Y	Chelsea Reed	Y

Y = Yes N = No A = Absent

JOEL FLORES nominated Fred Pinto and Michael Napoleone as at-large representatives.

CHRISTY FOX nominated herself as an at-large representative.

MARIA MARINO nominated Michael Napoleone as an at-large representative.

MACK BERNARD expressed concern regarding the election process and suggested it be held as an open nomination without asking whether the current members would like to continue in their roles.

JOEL FLORES retracted his nominations for Fred Pinto and Michael Napoleone.

CHAIR REED suggested conducting a roll call vote for each nominated representative.

MARCI WOODWARD inquired on a wider selection for the Executive Committee.

MACK BERNARD suggested voting each seat individually.

JOEL FLORES re-nominated Michael Napoleone.

JIM KURETSKI nominated Fred Pinto.

MACK BERNARD nominated Yvette Drucker.

PAUL GOUGELMAN noted Yvette Drucker was already elected as an at-large representative.

MACK BERNARD retracted his nomination.

YVETTE DRUCKER confirmed her interest in appointment to the TPA Executive Committee.

FRAN NACHLAS nominated Christy Fox.

RECORDING SECRETARY conducted a roll call vote for Michael Napoleone, Fred Pinto, and Christy Fox, as depicted in the table below.

Member	Vote	Member	Vote	Member	Vote
Steve Wilson	A	Reinaldo Diaz	A	Shirley Lanier	A
Yvette Drucker	Napoleone	Joni Brinkman	Napoleone	Fred Pinto	Napoleone
Fran Nachlas	Napoleone	Deandre Poole	A	Michael Napoleone	Napoleone
Angela Cruz	Fox	Gregg Weiss	Napoleone	Christy Fox	Fox
Shelly Petrolia	A	Marci Woodward	Fox	Joseph Peduzzi	A
Joel Flores	Napoleone	Maria Sachs	A	Maria Marino	Napoleone
Jim Kuretski	Pinto	Mack Bernard	Fox	Chelsea Reed	Napoleone

MICHAEL NAPOLEONE was elected as an at-large representative on the TPA Executive Committee. PAUL GOUGLEMAN opened the floor for nominations for the last seat on the Executive Committee. CHAIR REED nominated Christy Fox and there were no other nominations.

MOTION to elect City of West Palm Beach, Commissioner Christy Fox as TPA at-large representative made by Gregg Weiss, seconded by Yvette Drucker and carried unanimously 14-0 as depicted in the table below.

Member	Vote	Member	Vote	Member	Vote
Steve Wilson	A	Reinaldo Diaz	A	Shirley Lanier	A
Yvette Drucker	Y	Joni Brinkman	Y	Fred Pinto	Y
Fran Nachlas	Y	Deandre Poole	A	Michael Napoleone	Y
Angela Cruz	Y	Gregg Weiss	Y	Christy Fox	Y
Shelly Petrolia	A	Marci Woodward	Y	Joseph Peduzzi	A
Joel Flores	Y	Maria Sachs	A	Maria Marino	Y
Jim Kuretski	Y	Mack Bernard	Y	Chelsea Reed	Y

Y = Yes N = No A = Absent

2.B. ADOPTED: A Resolution Approving the Proposed 2020 Federal Highway Administration (FHWA) Adjusted Urban Area Boundary for Palm Beach County

Rajendran Shanmugam, FDOT District 4, provided a presentation available at PalmBeachTPA.org/Board.

There were no public comments on this item.

JIM KURETSKI stated his support of FDOT’s efforts and commented on rural vs. urban interchanges.

JONI BRINKMAN expressed concern regarding functional classification in the Village of Palm Springs.

Angela Cruz left the meeting at 10:00 a.m.

MOTION to adopt the proposed 2020 FHWA Adjusted Urban Area Boundary for Palm Beach County by Joel Flores and seconded by Michael Napoleone. A roll call vote was taken and passed 13-0 as depicted in the table below.

Member	Vote	Member	Vote	Member	Vote
Steve Wilson	A	Reinaldo Diaz	A	Shirley Lanier	A
Yvette Drucker	Y	Joni Brinkman	Y	Fred Pinto	Y
Fran Nachlas	Y	Deandre Poole	A	Michael Napoleone	Y
Angela Cruz	A	Gregg Weiss	Y	Christy Fox	Y
Shelly Petrolia	A	Marci Woodward	Y	Joseph Peduzzi	A
Joel Flores	Y	Maria Sachs	A	Maria Marino	Y
Jim Kuretski	Y	Mack Bernard	Y	Chelsea Reed	Y

Y = Yes N = No A = Absent

3. INFORMATION ITEMS

3.A. DISCUSSED: TPA Federal Certification of the Planning Process

ERIKA THOMPSON, FHWA, provided a presentation available at PalmBeachTPA.org/Board.

MARCI WOODWARD requested an update on an app for Tri-Rail.

3.B DISCUSSED: Commission for Transportation Disadvantaged (CTD) Program Overview

DAVID DARM, CTD Executive Director, provided a presentation available at PalmBeachTPA.org/Board.

CHAIR REED thanked David Darm and mentioned CTD events she attended.

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

JULIO BOUCLÉ, FDOT Consultant, provided a presentation available at PalmBeachTPA.org/Board.

There were no partner agency updates.

Joel Flores left the meeting at 10:48 a.m.

Maria Marino left the meeting at 10:49 a.m.

Michael Napoleone left the meeting at 10:50 a.m.

MARCI WOODWARD inquired about the preliminary managed lanes access points and the northern limits.

JIM KURETSKI asked for a progress update and if toll collections may be used for transit.

CHAIR REED asked when the website would be launched.

YASH NAGAL provided a brief update on Palm Tran ridership numbers.

4. ADMINISTRATIVE ITEMS

4.A. Routine TPA Reports

1. Public Involvement Activity Report – October & November 2023
2. Pedestrian and Bicycle Quarterly Crash Report Q2 2023
3. FDOT Scheduling Report – December 2023

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

4.B. FY 2023 Federal Listing of Obligated Projects

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

4.C. Next Meeting – February 15, 2024 (No January Meeting)

4.D. Adjournment

There being no further business, the Chair declared the meeting adjourned at 10:54 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 December 14, 2023, meeting of the Board, dated this 15th day of February 2024.

Chair Chelsea Reed, Palm Beach Gardens Mayor

EXHIBIT A
Transportation Planning Agency Governing Board

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

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

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
Erika Thompson
David Darm
John Irvine
Walna Calixte
Lou Fern
Yash Nagal
Ron Jones
Caleb Richelieu
Christian G. Londono
Victoria Williams
Christine Fasiska
Marsha Taylor-Long
Tina McKinnie
Jeannelia Liu
Julio Bouclé
Gabriel Perez
Khurshid Mohyuddin
Todd Bonlarron
James Green
Richard Radcliffe

REPRESENTING

Palm Beach TPA
Palm Beach TPA
Palm Beach TPA
Palm Beach TPA
Palm Beach TPA
Palm Beach TPA
FHWA
CTD
CTD
ISC PR Group
Palm Tran
Palm Tran
Palm Tran
Palm Tran
Palm Tran
FDOT-FTE
FDOT-D4
FDOT-D4
Caltran Group
Caltran Group
FDOT Consultant, AECOM
FDOT Consultant, Stantec
Palm Beach County
Palm Beach County
Palm Beach County
PBC League of Cities



CITY OF DELRAY BEACH 1.G2

DEPARTMENT OF PUBLIC WORKS

100 NW 1ST AVENUE • DELRAY BEACH • FLORIDA 33444 • (561) 243-7010



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February 2, 2024

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

Re: Staff Designations to the Technical Advisory Committee (TAC) and Vision Zero Advisory Committee (VZAC)

Dear Ms. Neilson,

I would like to formally request the designation of Begoña Krane, as the City of Delray Beach's alternate to Jason Kaufman, P.E. on the Palm Beach Transportation Planning Agency (TPA) Technical Advisory Committee (TAC). Ms. Krane is replacing Clinton Williams, P.E. in this position.

I would also like to formally request the designation of Clinton Williams, P.E., as the City of Delray Beach's designation on the Palm Beach Transportation Planning Agency (TPA) Vision Zero Advisory Committee (VZAC). Mr. Williams is replacing me in this position. Mrs. Amy Alvarez, AICP, will remain in her current position as the alternate.

Ms. Krane has been employed by the City as a Project Manager for over 17 years and has over 27 years of experience in the field of civil engineering (including employment with FDOT). Currently, Mr. Williams serves as the Transportation Engineer for the City of Delray Beach. He has over 14 years of experience in the field of civil engineering, including the past 4 years as Engineer III with the City. Mr. Williams has extensive experience in design and plan review.

Thank you in advance for your consideration of these individuals to represent our City on these important committees.

Sincerely,

Missie Barletto

[Missie Barletto \(Feb 2, 2024 13:30 EST\)](#)

Missie Barletto
Public Works Director
City of Delray Beach

cc: Mayor Shelly Petrolia
Deputy Vice Mayor Rob Long
Terrence Moore, ICMA-CM, City Manager
Anthea Gianniotis, Development Services Director
Amy Alvarez, Assistant Director of Development Services
Jason Kaufman, Engineering Division Manager
Clinton Williams, Transportation Engineer
Begoña Krane, Project Manager II

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Clinton O. Williams, P.E.

Education

- Graduate of Aransas Pass High School, Aransas Pass, Texas
- Attended Texas A&M University of Corpus Christi
- Graduate of The University of Texas – San Antonio, with Bachelor's Degree in Science- Civil Engineering

Work Experience

- **5/2023 to Present** **City of Delray Beach** **Delray Beach, FL**
Transportation Engineer

- Develop and recommend capital improvement programs related to transportation systems for the City's Capital Improvement Program budget and objectives
- Evaluate and assess traffic plans submitted by developers.
- Evaluate and assist in managing the City's multi-modal transportation system
- Design and evaluate traffic engineering impact studies to assess traffic volume, speed, accidents, signals, etc

- **11/2018 to 5/2023** **City of Delray Beach** **Delray Beach, FL**
Engineer III

- Review and coordination of all commercial and residential projects by private developers and residents.
- Oversight of construction activities on private development sites, coordination during construction, delegation of preconstruction activities and shop drawing reviews.
- Management of all road closures
- Review of Right of Way construction permits by Utility Providers
- Coordination of annual fiscal reports for private development infrastructure upgrades

- **10/2017 to 11/2018** **Calvin Giordano & Assoc.**
Project Manager

Land Development and Design

- Coordination with clients, contractors and permitting agencies including PBCWUD, SFWMD, FDOT, and PBC Land Development.

- Responsibilities include development of Civil design package for local government, including cost estimates, specifications, and plan. Layout of sanitary sewer lines, water lines, easements, and drainage.
- Filing of Permits with all agencies responsible for the project.
- Review of permit submittals to Cities for residential and commercial land development project

▪ **10/2015 to 10/2017 Civil Design, Inc, West Palm Beach, FL**

Project Manager

Land Development and Design

- Coordination with clients, contractors and permitting agencies including PBCWUD, SFWMD, FDOT, and PBC Land Development.
- Responsibilities include development of Civil design package, including cost estimates, specifications, and plan. Layout of sanitary sewer lines, water lines, easements, and drainage.
- Filing of Permits with all agencies responsible for the project.

▪ **06/2014 to 10/2015 Michael B. Schorah & Associates, Inc**

West Palm Beach, FL

Project Manager

Land Development and Design

- Coordination with clients, contractors and permitting agencies.
- Responsibilities include development of Civil design package, including cost estimates, specifications, and plan. Layout of sanitary sewer lines, water lines, easements, and drainage.
- Filing of Permits with all agencies responsible for the project.

● **02/2009 to 05/2014 Schneider Engineering Inc. Boerne, TX**
Licensed Professional Engineer - Civil

Electrical Substation Design

- Coordination with electrical cooperatives and cities to provide design and construction of electrical substations to upgrade the electrical infrastructure based on current and planned load demands to insure electrical reliability for industry and residential demands.
- Responsibilities include development of Civil and Electrical design package, including construction units and descriptions, layouts and structure profile drawings of substation projects, detailing of structural steel fabrication details, foundation layout and design, fencing details, and grounding layouts.
- Oversee the production and assembly of CAD drawings and review drawings for accuracy and completeness.
- Prepare substation cost estimates, develop project contract documents, and coordinate with clients and contractors to efficiently manage projects.
- Prepared soil boring specifications documents and reviewed for completeness and accuracy. Review of concrete break tests.
- Review and coordination of submittal documents during construction phases.
- Evaluation of bids received and successful bidder notifications as well as

preconstruction meetings.

- Attend meetings with clients to coordinate design and construction

Underground Residential Electric and Natural Gas Distribution

- Estimate loading and usage patterns for residential and commercial developments
- Coordinate with clients and developers to provide cost efficient designs with minimal construction conflicts.
- Development of construction and material specifications.

Overhead Electrical Distribution

- Prepared staking sheets, plan view layouts, and section for construction of electrical distribution lines.

- **2/07 to 11/08 LJA Engineering and Surveying, San Antonio, TX**

CAD Technician

- Responsibilities include daily use of Autodesk Land Desktop and AutoCad 2006 in the setup of plats, sheet sets for construction, and preliminary design process.
- Must work under engineers and be able to design in an orderly fashion.
- Projects focus around residential development, work includes drainage design and runoff.

- **6/07 to 8/07 Northstar Land Surveying, San Antonio, TX**

CAD Technician

- Responsibilities include daily use of Autodesk AutoCad 2000 in the setup of plats for house surveys and plat surveys
- Must work under surveyors and produce deliverables in an orderly fashion.
- Projects focused around residential development.

Begoña Krane
217 Beverly Drive
Delray Beach, FL 33444
(561) 274-0221

Begoña is a Project Manager II with the City of Delray Beach. She has over 29 years of civil engineering experience including 17 years with the City in the Engineering and Public Works departments in various capacities. She is currently responsible for managing the Design and Construction of large-scale capital projects including the on-going \$75M reconstruction of the NW Neighborhood to include roadway resurfacing, development of Complete Streets, and updating of the signing and utilities.

EDUCATION

January 1991 - December 1994	Bachelor of Science in Civil Engineering Florida International University
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EMPLOYMENT

December 2018 - Present	<i>Project Manager II - City of Delray Beach. Responsible professional work managing Capital Improvement and Public Works Department projects. This work involves overseeing all aspects of projects including administration, inspection, supervision, and coordination of project implementation. Responsibilities include direct administration of contracts including working with consultants, reviewing technical specifications, monitoring contract provisions, and conducting site inspections. The work involves coordinating project activities to ensure compliance with City, County, and State regulatory standards, specifications, and completeness. Provide project management services for joint participation between public and private projects. Assist engineering and management with QA/QC with respect to site plan review. Work is reviewed through Project Management Plans and periodic on-site reviews of projects. Performs other related duties as required and works under general supervision. Hours outside the normal workday may be required. Work is performed under direct supervision of the Engineering Division Manager.</i>
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December 2016 - December 2018	<i>Engineer I - City of Delray Beach. Responsible for professional and administrative work in the Project Engineering section of the City's Public Works Department. This work involves coordination, implementation, and participation in civil engineering work associated in the design, review, management, and construction of projects in the Capital Improvement Program. Work also includes financial work in the design, management and preparation of plans and contract documents for permitting and construction of capital projects and stormwater drainage projects.</i>
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June 2006 - December 2016	<i>Engineer in Training - City of Delray Beach. In coordination with the City Engineer, developed and maintained short- and long-range transportation plans, goals, and work programs for all transportation modes. Developed roadway design plans using AUTOCAD and evaluated traffic engineering impact studies to assess traffic volume, speed, accidents, signals, etc. Duties also involved activities related to the development and management of the transportation system for the City's Capital Improvement Program including consultant selection, contract negotiations, and project management of Local Agency Projects and ARRA projects for the City.</i>
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Begoña Krane
217 Beverly Drive
Delray Beach, FL 33444
(561) 274-0221

EMPLOYMENT
(Cont.)

January 2006 -
June 2006

Roadway Designer - C3TS. Primary duties included developing roadway design plans for municipalities and the FDOT using MICROSTATION, including some signal design plans. Duties required participation in a team environment to accomplish office goals. Tasks included using MicroStation to develop roadway plans and assisting in development of roadway plan quantities. Also, assisted Project Managers with proposal preparation, and miscellaneous design tasks as needed.

November 2000 -
January 2006

Roadway Designer - Calvin Giordano. Primary duties included developing roadway design plans for municipalities and the FDOT, including some signal design plans. Duties required participation in a team environment to accomplish office goals. Tasks included using MicroStation to develop roadway plans and assisting in development of roadway plan quantities. Also, assisting other project managers with proposal preparation, and miscellaneous design tasks as needed.

April 1997 -
November 2000

Design Engineer (E.A.S. III) - Florida Department of Transportation Design Office. Primary duties involved development of roadway design plans in accordance with Department Standards, Procedures, and production schedules, from 30 % submittals through Public Involvement meetings. This work included conducting field reviews, developing baseline information and plan sets using GEOPAK and MICROSTATION, maintaining an organized project file, maintaining an organized set of computer files, and coordinating the input received from other Department Offices and outside governmental agencies, through written correspondence or verbally, as appropriate.

December 1995 -
April 1997

E.A.S. II - Florida Department of Transportation Planning Office. Primary duties involved overseeing the Department's Traffic Count Program for District 4, through management of a consultant contract. Duties also included developing and maintaining a database for the storage and retrieval of historically collected traffic count data, coordination with Central Office staff to upload the District's annual counts through the mainframe, development of Scopes of Services for consultant contracts, and consultant selection responsibilities.

Certifications: Project Management Professional

Skills: Proficient in MS Office (WORD, EXCEL POWERPOINT)

Fluent in Spanish.



February 6, 2024

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

Re: LWB Appointments - TPA Technical Advisory Committee

Mrs. Neilson,

At the Lake Worth Beach City Commission meeting this evening, agenda item "D" under New Business consisted of the nominations for the TPA Technical Advisory Committee. The City Commission voted unanimously to appoint Troy Perry (Asst. City Manager) as the alternate representative and reappoint me as the representative. Attached to this correspondence, please find Mr. Perry's resume.

Should you have any questions, please feel free to contact me.

Respectfully,

A handwritten signature in blue ink, appearing to read "Jamie Brown", written in a cursive style.

Jamie Brown, CFM, LEED AP BD+C, ENV SP
City of Lake Worth Beach - Interim City Manager / Public Works Director
City Hall – 7 North Dixie Hwy, Lake Worth Beach, FL 33460
Public Works Department - 1749 3rd Avenue South, Lake Worth Beach, FL 33460

TROY F. PERRY, MBA

1378 North Mangonia Drive, West Palm Beach, FL 33401 • 561-758-2896 • tperry@lakeworthbeachfl.gov

PROFILE SUMMARY

An accomplished and talented professional with a comprehensive background in leadership and public administration with extensive experience overseeing operational activities in municipal and state government. Proficient in public policy, budgeting, human resource management, collective bargaining, and economic development. Delivers outstanding customer service and client satisfaction. Establishes, cultivates, and manages productive relationships.

Core Competencies & Management Skills

- Fiscal Management
- Resource Allocation
- Operations Management
- Emergency Management
- Public Safety
- Fire / Medical Response
- Staffing
- Project Management
- Procurement
- Fleet Management
- Facility Management
- Leadership / Mentor
- Initiated / Motivated
- Performance-Focused
- Analytical / Accurate
- Solution-Oriented
- Engaging / Enthusiastic
- Exemplary Communicator
- Dedicated
- Committed to Excellence

PROFESSIONAL EXPERIENCE

State of Florida Office of Criminal Conflict and Civil Regional Counsel 4th DCA Region **2017 – Present** ***Director of Operations and Facilities***

Provides oversight and administrative support, developing and implementing operational standards and procedures. Plans and manages multiple facilities located in four counties. Coordinates programs and interfaces with professionals. Performs sensitive administrative assistance in human resource compliance, staffing, programming, long / short-term planning, special project assessment, and budget analysis. Monitors and evaluates facility operations.

- Supports the functions and operating practices at all facilities.
- Researches, develops, and implements operational policies.
- Implements technology, upgrades, and improvements for facilities.
- Promotes and maintains training and communications with team members.

City of Riviera Beach **1997 – 2017** ***Interim City Manager (2017)***

Managed daily activities of operating departments (Police, Fire, Marina, Community Development, Public Works, Information Technology, Utility District, Library and Code Enforcement). Researched and prepared policy and program recommendations for elected officials and ensured implementation. Oversaw the development and implementation of a \$74 M operating budget and five-year capital plan. Facilitated communication throughout the organization and conducted meetings with staff members and stakeholders.

- Developed and implemented organizational goals, policies, and procedures.
- Analyzed data / trends and recommend service delivery models that mirrored industry standards.
- Researched and prepared technical reports related to public policy, federal, and state legislative issues.
- Reviewed and administered disciplinary action on established policies and guidelines.

Interim Executive Director of Utilities (2016 – 2017)

Performed technical, sensitive administrative, and operational assistance in utility operations. Implemented and initiated programs. Managed organizational or community-based projects. Directed long / short-term goals related to service delivery and operations. Assisted with the development and solicitation of request for proposals (RFP) for the procurement of goods and services. Interacted with engineers on design / construction management of selected projects.

- Managed and implemented the Wastewater Master plan.
- Researched and recommended the purchase of administrative and operational fleet as part of an on-going Capital Improvement Plan.
- Supported the repair and maintenance division with servicing user departments and forecasting future needs.
- Secured state and federal funding to assist with infrastructure improvements.

Assistant to the City Manager/Economic Development (2014 – 2016)

Assisted with technical and sensitive administrative issues for city operations. Prepared agendas and managed departmental functions. Directed community-based programs, providing technical and analytical assistance to departmental and employee performance. Directed and implemented small business initiatives and economic development incentive programs with local, state, and federal agencies. Assisted with the development of the city budget, city agenda, and operating policies.

- Assisted with daily management of 600+ personnel and four labor unions.
- Participated in the development and implementation of small business initiatives and economic development incentive programs with local and state agencies.
- Served as liaison between the city, county, and state regarding legislative and public policy initiatives.
- Developed city-wide policies and training that improved customer service, organizational efficiency, and service levels that mirror industry standards and best practices.

Interim Fire Chief (2012 – 2014)***Fire Chief (1997 – 2010)***

Oversaw the activities of the Fire and Emergency Medical Service Department. Directed the development and implementation of the city's Comprehensive Emergency Management and Continuity of Operations Plan. Directed, coordinated, and planned all administrative, supervisory, and management functions. Developed and managed departmental operating and capital budgets. Developed a resource and fleet allocation plan to ensure strategic placement and optimum response.

- Reviewed and investigated policy violations and administered corrective actions.
- Developed and implemented standard operating guidelines related to administrative and operational practices.
- Directed the formulation of labor relations initiatives to assist management and labor with a fair resolution to bargaining unit conflicts.

Interim Assistant City Manager (01/2008 - 04/2008) (10/2008 - 07/2009)

Assisted the City Manager with managing the services to a community of 45,000+ residents. Coordinated and managed the daily activities of operating departments. Prepared policy and program recommendations for the City Manager and City Council's consideration and ensured implementation. Assisted with the development and management of a \$53 M budget, five-year capital plan and utility district budget.

- Developed the city's three (3) year budget reduction plan and financial forecasting model.
- Implemented a furlough program to reduce personnel costs throughout the agency, while maintaining an acceptable level of service to the community.
- Developed and implemented a citywide personnel buyout plan to streamline staffing and reduce long term personnel costs within the constraints of labor agreements.

EDUCATION & PROFESSIONAL STUDIES

Nova Southeastern University, Fort Lauderdale, FL

Master of Business Administration

Barry University, Miami Shores, FL

Bachelor of Public Administration

Graduate of the National Forum of Black Public Administrator's Executive Leadership Institute (2008)

PROFESSIONAL CERTIFICATIONS

NIMS-ICS Training and Certifications, 100b, 200b, 300, 400, 700, 702, 800, 703, 706, 775

National Forum for Black Public Administrators 2008

Former Advisory Board Member, Palm Beach County Metropolitan Planning Organization 2010

Northern Palm Beach Chamber of Commerce 2012

International Economic Development Council 2014



February 2, 2024

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

**Re: Appointment of Michael Giambrone as Representative for
Palm Beach County Department of Airports**

Dear Ms. Neilson:

Please accept this letter as a request to appoint Michael Giambrone as the primary representative for the Palm Beach County Department of Airports on the Transportation Planning Agency's Technical Advisory Committee (TAC). For nearly one year Mr. Giambrone has served as Alternate for the Department of Airports, with the intention of taking over the primary role once he became familiar with the TPA TAC organization and processes. Mr. Giambrone is currently Director of Airports Planning for the Department of Airports. Per the attached resume, Mr. Giambrone is more than qualified to represent the Department of Airports on the TAC as the Representative. His contact information appears below:

Michael Giambrone
Director of Airports Planning
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406
Tel. No. (561) 471-7423 Email: mgiambrone@pbia.org

Should you have questions regarding this request, please feel free to contact me at your earliest convenience.

Thank you in advance.

Sincerely,

A handwritten signature in blue ink that reads "Laura Beebe".

Laura Beebe
Director of Airports
Palm Beach County Department of Airports

Attachment

846 PALM BEACH INTERNATIONAL AIRPORT
West Palm Beach, Florida 33406-1470
(561) 471-7400 FAX: (561) 471-7427 www.pbia.org

Michael Giambrone CM, ACE

205.790.2500

Mike.Giambrone@icloud.com

Auburn University

Bachelor of Science in Business Administration
Aviation Management

Palm Beach County Department of Airports (November 2022 – present)

Director of Airports Planning

- Director of Airports Planning responsible for professional, administrative, and technical work planning and coordinating airport development at Palm Beach International Airport and three other general aviation airports
- Supervise staff of management, professional, technical, and support employees engaged in planning, technical services, noise abatement and community affairs operations
- Research, coordinate, and implement Airport Master Plans
- Act as contract administrator for consultant agreements
- Develop, update, and implement Airport Capital Improvement Plans

Georgia Department of Transportation, ResourceTek

Aviation Planning Manager (September 2020 – November 2022)

- Aviation Planning Manager responsible for supervising staff, including direct supervision of GDOT's Aviation Planner, Environmental Program Manager, and Aviation Program Safety Data Manager
- Review and approve forecasts for airport planning projects
- Review, comment, and approve Airport Layout Plans and Master Plans for Georgia's State Block Grant Program Airports
- Award Federal and State Funding for eligible and justified projects at airports in Georgia
- Manage statewide airport and aviation-related planning projects (Aviation System Plan, Statewide Air Cargo Study, Statewide Airport Obstruction Surveys, Small Community Air Service Development Program Marketing Grants, Statewide Exhibit 'A' Property Map and GIS Land Inventory, and other studies)
- Coordinate and manage planning and capital improvement projects with federal, state, and local stakeholders

Aviation Planner/Project Manager (June 2018 – September 2020)

- Aviation Planner responsible for assessing, planning, and analyzing Georgia's Airport System
- Assist with managing statewide planning studies to determine airport/aviation needs (State System Plan, Airport Master Plans, Pavement Management, Air Service, Economic Impact, and other airport and aviation-related studies)
- Assist in reviewing and resolving airport compliance issues and Part 13 complaints
- Review, comment, and approve scopes of work, airport master plans, airport layout plans, and other specialized planning studies
- Award federal approval for planning projects on behalf of the State Block Grant Program
- Prioritize airport projects and work with airports to develop their Capital Improvement Plan
- Project Manager for airport capital improvement projects responsible for allocating federal/state funding, working with airport sponsors and consultants, approving scope submittals, payments, plan reviews, and project monitoring

Aviation Project Manager (November 2016 – June 2018)

- Responsible for the direction, coordination, and management of planning and airport capital improvement projects for the State Block Grant Program
- Construction plans and specification reviews
- Administrative support during project execution
- Inspections of construction sites to verify compliance with federal and state aviation regulations and construction safety
- Develop relationships with airport sponsors, consultants, state and federal agencies
- Ensure proper utilization and allocation of Federal Airport Improvement Program and State Airport Aid Program Funds

Projects:

- Planning, Design, and Construction Projects including Runway Extensions, Terminal Building Construction, Land and Easement Acquisition, Obstruction Removal, Crack Seal and Marking, Airport Layout Plans, Runway Safety Area Improvements, Lighting Rehabilitation, and others

City of Atlanta Department of Aviation - Hartsfield Jackson Atlanta International Airport (ATL)

Airside Operations Supervisor (July 2012 – November 2016)

- Ensure the Aircraft Movement Area (AMA) complies with FAR Part 139 regulations
- Conduct airfield inspections and assist with maintenance and improvement plans
- Work with the FAA air traffic control tower to coordinate construction and maintenance on the airfield
- Issue Notices to Airmen
- Serve as liaison between the Operations, Planning, and Maintenance Divisions
- Instruct the Aircraft Movement Area (AMA) Driver Training Program
- Communicate pertinent information with FAA, NTSB, TSA, ARFF, airlines, contractors, first responders, and other airport stakeholders

Airside Operations Supervisor – Construction/Airfield Coordinator (October 2013 – July 2015)

- Review construction plans, attend project meetings, coordinate schedules with contractors and stakeholders, coordinate airfield closures, issue Notices to Airmen and nightly airfield closure maps
- Attend and conduct meetings with ATL's Maintenance Department, planners, contractors, consultants, and engineers
- Write Letters of Agreement between the Department of Aviation and other entities

Projects:

- Rwy 8L/26R Runway Replacement, Airfield Marking Replacement, Airfield LED Lights, North Deicing Facility, Runway Safety Area, Airfield Repairs, Taxiway Pavement Replacement

Birmingham Airport Authority - Birmingham-Shuttlesworth International Airport (BHM)

Operations Specialist II (October 2009-June 2012)

- Patrol airfield, perform inspections, assist with wildlife control, respond to landside/airside incidents, ensure compliance with applicable FAR and TSAR regulations, staff operations center, assist with SIDA badge program, act as information liaison between the public, tenants, and Airport Authority

University of California, Berkeley – Airport Planning Course (Fall 2021)

American Association of Airport Executives (AAAE)

Certified Member (CM) (2013)

Airport Certified Employee (ACE) (2016)

FAA Private Pilot Certificate and Instrument Rating - Auburn University (2008)

PALM BEACH TPA AGREEMENT NO. FY24-07

BETWEEN
PALM BEACH MPO DBA THE PALM BEACH TRANSPORTATION PLANNING AGENCY
AND PALM BEACH ACCOUNTING AND FINANCIAL SERVICES, LLC FOR
CERTIFIED PUBLIC ACCOUNTING SERVICES

This Agreement is made as of this 15th of February, 2024 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 **Palm Beach Accounting and Financial Services, LLC** a Limited Liability Company authorized to do business in the State of Florida and whose principal place of business is located at **235 South County Road Suite 201, 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 incorporated herein (“Services” or “Work”), and in accordance with the TPA Procurement Policy, the TPA obtained estimates from companies that provide Certified Public Accounting Services; 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 **Silvia L Chestnut-Evans** 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 February 15th, 2024, and shall remain in full force and effect for a period of 6 months, expiring June 30th, 2024. Two (2) additional twelve (12) month renewal options(s) may be exercised at the TPA's sole discretion. If the TPA elects to exercise the option(s), the TPA will notify the Contractor in writing of its election at least fifteen (15) days prior to the expiration of the then current term of the Agreement at the address set forth in Section 36 of this Agreement.

Section 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 per year under this agreement of \$40,000.00 (dollars in United States currency) for the Services, including all out-of-pocket or reimbursable expenses. The TPA anticipates that funds will be allocated and distributed for each year of the Agreement as follows:

TPA FY 24 - \$40,000

TPA FY 25 - \$40,000

TPA FY 26 - \$40,000

- B. The CONTRACTOR will bill the TPA on a monthly basis for deliverables that have been completed 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 amount (containing the final loaded price for billing purposes for the CONTRACTOR), which Exhibit "B" is hereby incorporated into this Agreement and made a part hereof. The parties agree that annual increases to said final price not exceed 3% (three percent), unless increased for good cause established by the CONTRACTOR and accepted by the TPA's Executive Director. The parties agree that any modification to the indirect cost percentage used to derive the final loaded rates shall be for good cause established by the CONTRACTOR and accepted by the TPA's Executive Director. Each billing shall not exceed the amount established by the parties for the work or task(s) performed. 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.

a. 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.

b. Prompt Payment of Sub-Contractors; Retainage. This Agreement is subject to the Florida Prompt Payment Act, s. 218.70, 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 30 days from receipt of each payment made by the MPO pursuant to this Agreement to the CONTRACTOR. Within not more than thirty (30) days after the subcontractor's work is satisfactorily completed, 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.

c. 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. 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 negligent performance of the terms of this Agreement or due to the negligent acts, errors or omissions, of any kind or character, of the CONTRACTOR or any of its officers, agents, employees or volunteers.

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., 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 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 FDOT 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 harmless from any claim, damage, loss, cost, charge or expense arising out of any act, error, omission or negligent act of the CONTRACTOR, its officers, employees, and agents, in the performance of this Agreement, except that the CONTRACTOR shall not be responsible to the extent of any act, error, omission or negligent act of the TPA or its officers or employees during the performance 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 16. 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 16.B. above that satisfy the notice requirements of this paragraph, the TPA's Executive Director may, on a case by case basis and for good cause shown (e.g., the 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 16. 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 16. may be reviewed periodically by the TPA in its reasonable discretion. The TPA may request a change in the insurance coverage, if it is commercially reasonable; provided, that such coverage is available at commercially reasonable rates.

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

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 Finance and Operations Manager;
2. Issue a policy statement signed by the Executive Director, 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. Develop a complaint process and attempt to resolve complaints of discrimination against sub-recipients. Complaints against the Recipient shall immediately be forwarded to the FDOT District Title VI Coordinator;
5. Participate in training offered on Title VI and other nondiscrimination requirements;
6. If reviewed by FDOT or USDOT, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days; 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 Executive Director
301 Datura Street
West Palm Beach, FL 33401

If to the CONTRACTOR:

**Palm Beach Accounting and Financial
Services, LLC
235 South County Road STE 201
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.

It 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 be prepared to use, when required, 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. When required, 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 42. Florida Law prevails; Venue of Enforcement.

A. This Agreement shall be governed by the laws of the State of Florida. If any term, covenant,

or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity or becomes unenforceable because of judicial construction, the remaining terms, covenants and conditions of this Agreement, or application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

B. This Agreement was made in Palm Beach County. The parties deem the most central location convenient to the parties and of the storage of documents related to this Agreement is in Palm Beach County. The TPA is a local governmental agency located in Palm Beach County, and pursuant to the home venue provision, the parties to this Agreement agree that venue of any legal action shall be in the State of Florida's 15th Judicial Circuit in and for Palm Beach County or in the U.S. District Court, Southern District.

Section 43. **Preparation of Documents, Certifications and Reports.**

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

B. The following language shall be inserted by the CONTRACTOR in work products such as long-range plans, Transportation Improvement Plans, planning studies, and feasibility studies or other reports, but does not need to be inserted in routine products, such as an agenda, brochures, announcements, and similar documents.

The preparation of this report has been financed in part through grant[s] from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under the State Planning and Research Program, Section 505 [or Metropolitan Planning Program, Section 104(f)] of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.

Section 44. **Miscellaneous provisions.**

A. Inspection, Review, Approval, and Audit. It is understood and agreed that all rights of the USDOT relating to inspection, review, approval, and audit of the work, tracings, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America and the State of Florida. Pursuant to Section 20.055(5), Florida Statutes, It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. The CONSULTANT understands and will comply with this subsection.

B. Federal Participation. It is understood and agreed that, in order to permit federal participation in the expenditure of PL Funds, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of FHWA or as otherwise provided for in this article.

C. The TPA, in accordance with Title VI of the Civil Rights Act of 1964, 42 USC 2000d *et seq.*, and 49 CFR Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of

Transportation issued pursuant to such Act, hereby notices all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

D. The CONTRACTOR shall provide to the TPA its Federal Tax ID Number within thirty (30) days of the effective date of this Agreement.

Section 45. Foreign Market Restrictions.

A. The CONTRACTOR shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

B. By execution of this Agreement, the CONTRACTOR certifies that the CONTRACTOR is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it entity has no business operations, as defined in s. 287.136, Florida Statutes, in Cuba or Syria. Further, by execution of this Agreement, the CONTRACTOR certifies that the CONTRACTOR is not participating in a boycott of Israel, as defined in s. 215.37525, Florida Statutes.

C. With funds granted or allocated pursuant to this Agreement, the CONTRACTOR shall not bid on, submit a proposal for, or enter into or renew a contract for goods or services of:

- (1) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- (2) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: (i) Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes; or (ii) Is engaged in business operations in Cuba or Syria.

D. The CONTRACTOR agrees that this Agreement may be terminated by the TPA without further liability to the TPA if the CONTRACTOR is found to have submitted a false certification as provided under Section, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. The CONTRACTOR further agrees that this Agreement may be terminated by the TPA without further liability to the TPA if the CONTRACTOR is found to have entered into contract or renewed on or after July 1, 2018, if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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IN WITNESS WHEREOF, the Palm Beach Transportation Planning Agency and the CONTRACTOR have hereunto set their hands to this Agreement on this 15th day of February, 2024.

Palm Beach Accounting and Financial Services, LLC

Palm Beach Transportation Planning Agency

By: _____

By: _____

Title: _____

Valerie Neilson, Executive Director

Date: _____

Date: _____

ATTEST FOR Palm Beach Accounting and Financial Services, LLC

ATTEST FOR TPA:

Print Name: _____

Ruth Del Pino, TPA Agency Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Paul R. Gougelman, Esq.
TPA General Counsel

Exhibit A

Scope of Services

FY24-07 Certified Public Accountant Services

CONSULTANT shall provide ongoing Certified Public Accountant Services in accordance with GAAP and GASB standards for government agencies.

CONSULTANT shall support the TPA in the use of QuickBooks Desktop Enterprise 2023 hosted on RightWorks Servers.

The services shall include but not be limited to:

- I. Audit Support
 - a. Account reconciliations
 - b. Provide needed documentation and reports
 - c. Provide audit process support
 - d. Grant reimbursement reconciliation with TPA GL
 - e. Draft accrual, prepaid expense, and other journal entries
 - f. SEFA generation
 - g. Collaboration with TPA auditors
- II. Payroll Processing
 - a. Record staff reimbursements as submitted by TPA Finance department
 - b. Complete/verify TPA provided Payroll Validation Report
 - c. Prepare payroll preview report for TPA authorization
 - d. Execute payroll with the TPA's payroll provider
- III. Period Closing Process
 - a. Process implementation
 - b. Periodic efficiency evaluation and improvement recommendations
 - c. Draft period-end journal entries
 - d. Prepare draft financial reports
 - e. Meet with TPA Finance team to review/analyze preliminary financial reports
 - f. Verify compliance with all relevant reporting requirements
- IV. Bookkeeping
 - a. Enter bank transactions into accounting software
 - b. Reconcile bank accounts
- V. Budgeting
 - a. Assist in preparation of budgets with various grant funding sources
- VI. Consulting
 - a. Periodic review of TPA financial policies and operating efficiencies
 - b. Weekly onsite assistance (will possibly move to lower frequency after initial implementation period)

Exhibit B

Fee Schedule

Primary Consultant X	
Classification:	Hourly Rate:
CPA – Partner	\$275
CPA - Senior	\$250
CPA	\$225
Accountant - Senior	\$195
Bookkeeper	\$175
Admin/Secretarial	\$95

Name of Entity: Palm Beach Accounting and Financial Services LLC __ RFS: _FY24-07_

Authorized Agent's Name: __Silvia L Chestnut -Evans, MBA_____

Authorized Agent Signature: *S.L. Chestnut - Evans* Date: __1/7/2023_____

Exhibit C**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 \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 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 \$100,000 financed in whole or in part with federal assistance provided by FTA.

S. Clean Water. If this Agreement is valued at \$100,000 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 \$100,000 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.

PALM BEACH TPA AGREEMENT NO. FY24-06**BETWEEN
PALM BEACH MPO DBA THE PALM BEACH TRANSPORTATION PLANNING AGENCY
AND MYSIDEWALK, INC FOR
PERFORMANCE MEASURES DASHBOARD**

This Agreement is made as of this 16th day of January, 2024, 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 **My SideWalk, INC**, a Corporation, authorized to do business in the State of Florida and whose principal place of business is located at 1911 Baltimore Avenue, Kansas City, MO 64108 (hereinafter referred to as the “CONTRACTOR”).

WITNESSETH

WHEREAS, the Contractor was selected to provide the Services via RFS No. FY24-06 in compliance with the TPA Procurement Policy.

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.
11. “UPWP” means the TPA’s adopted “Unified Planning Work Program”, as amended from time to time.

12. "JPA" means the Joint Planning Agreement, as amended from time to time.

Section 2. Representatives. TPA's representative during the performance of this Agreement is the Executive Director of the TPA, and CONTRACTOR's representative during the performance of this Agreement is STEPHEN HARDY 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 February 15th, 2024, and shall remain in full force and effect for a period of 3 years (36) months, expiring February 14th, 2027. Two (2) additional twelve (12) month renewal option(s) may be exercised at the TPA's sole discretion. If the TPA elects to exercise the option(s), the TPA will notify the Contractor in writing of its election at least fifteen (15) days prior to the expiration of the then current term of the Agreement at the address set forth in Section 36 of this Agreement.

Section 4. Services.

A. The TPA hereby engages the CONTRACTOR to render the Services set forth in Exhibit "A", attached hereto and by this reference 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 \$74,705.00 (dollars in United States currency) for the Services, including all out-of-pocket or reimbursable expenses. *The TPA has the option to extend the agreement by two additional one (1) year periods, with the maximum yearly increase of 5%. The TPA also has the option to purchase additional services as listed in Exhibit B. The TPA anticipates that funds will be allocated and distributed for the Agreement as follows:*

Three-year subscription billed in FY 24 - \$75,452.05

Maximum Renewal Options:

**TPA FY 27 - \$23,205.00*

**TPA FY 28 - \$24,310.00*

** If TPA elects at its sole discretion to extend the agreement
Additional Services available for purchase are listed in Exhibit B

B. The CONTRACTOR will bill the TPA once for the full 3-year subscription I, with the one time set up fee billed in the same invoice, for deliverables that have been completed 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 amount (containing the final loaded price for billing purposes for the CONTRACTOR), which Exhibit "B" is hereby incorporated into this Agreement and made a part hereof. The parties agree that annual increases to said final price not exceed 5% (five percent), unless increased for good cause established by the CONTRACTOR and accepted by the TPA's Executive Director. The parties agree that any modification to the indirect cost percentage used to derive the final loaded rates shall be for good cause established by the CONTRACTOR and accepted by the TPA's Executive Director. Each billing shall not exceed the amount established by the parties for the work or task(s) performed. 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.

a. 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.

b. Prompt Payment of Sub-Contractors; Retainage. This Agreement is subject to the Florida Prompt Payment Act, s. 218.70, 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 30 days from receipt of each payment made by the MPO pursuant to this Agreement to the CONTRACTOR. Within not more than thirty (30) days after the subcontractor's work is satisfactorily completed, 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.

c. 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, 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 7. 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.

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

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 U.S. DOT, 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 6. 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 indemnify and hold harmless the TPA, its officers, agents, landlord, volunteers, and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (whether at trial, settlement negotiations, or appeal), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct, of any kind or character, of the CONTRACTOR, its sub-contractors, and persons employed or utilized by the CONTRACTOR, or a sub-contractor. in the performance of this Agreement. This indemnification shall be limited to \$1,000,000.

Section 14. Claims/Damages. The TPA and the CONTRACTOR each acknowledge the partial waiver of sovereign immunity for liability in tort contained in Section 768.28, F.S., the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or property damage caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The TPA agrees to be

responsible for all such judicially determined 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 FDOT 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.

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.

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 16. 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.

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 16. may be reviewed periodically by the TPA in its reasonable discretion. The TPA may request a change in the insurance coverage, if it is commercially reasonable; provided, that such coverage is available at commercially reasonable rates.

2. The 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 requires 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 further assures 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 Finance and Operations Manager;
2. Issue a policy statement signed by the Executive Director, 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. Develop a complaint process and attempt to resolve complaints of discrimination against sub-recipients. Complaints against the Recipient shall immediately be forwarded to the FDOT District Title VI Coordinator;
5. Participate in training offered on Title VI and other nondiscrimination requirements;
6. If reviewed by FDOT or USDOT, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days; 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 Executive Director
301 Datura Street
West Palm Beach, FL 33401

If to the CONTRACTOR:
MySidewalk, INC

ATTN: Stephen Hardy
1911 Baltimore Avenue

Kansa City, MO 64108

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.

It is 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 be prepared to use, when required, 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. When required, 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. This provision shall survive the termination of this Agreement.

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. Pledge of Credit. 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 42. Florida Law Prevails; Venue of Enforcement.

A. This Agreement shall be governed by the laws of the State of Florida. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity or becomes unenforceable because of judicial construction, the

remaining terms, covenants and conditions of this Agreement, or application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

B. This Agreement was made in Palm Beach County. The parties deem the most central location convenient to the parties and of the storage of documents related to this Agreement is in Palm Beach County. The TPA is a local governmental agency located in Palm Beach County, and pursuant to the home venue provision, the parties to this Agreement agree that venue of any legal action shall be in the State of Florida's 15th Judicial Circuit in and for Palm Beach County or in the U.S. District Court, Southern District.

Section 43. 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 promptly cooperate and assist the TPA with the preparation of such at no cost to the TPA or any agency of the Federal or State government.

Section 44. Miscellaneous provisions.

A. Inspection, Review, Approval, and Audit. It is understood and agreed that all rights of the USDOT relating to inspection, review, approval, and audit of the work, tracings, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America and the State of Florida. Pursuant to Section 20.055(5), Florida Statutes, It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. The CONTRACTOR understands and will comply with this subsection.

B. Federal Participation. It is understood and agreed that, in order to permit federal participation in the expenditure of PL Funds, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of FHWA or as otherwise provided for in this article.

C. The TPA, in accordance with Title VI of the Civil Rights Act of 1964, 42 USC 2000d *et seq.*, and 49 CFR Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notices all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

D. The CONTRACTOR shall provide to the TPA its Federal Tax ID Number within thirty (30) days of the effective date of this Agreement.

Section 45. Foreign Market Restrictions.

A. The CONTRACTOR shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

B. By execution of this Agreement, the CONTRACTOR certifies that the CONTRACTOR is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it entity has no business operations, as defined in s. 287.136, Florida Statutes, in Cuba or Syria. Further, by execution of this Agreement, the CONTRACTOR certifies that the CONTRACTOR is not participating in a boycott of Israel, as defined in s. 215.37525, Florida Statutes.

C. With funds granted or allocated pursuant to this Agreement, the CONTRACTOR shall not bid on, submit a proposal for, or enter into or renew a contract for goods or services of: (1) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or (2) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: (i) Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes; or (ii) Is engaged in business operations in Cuba or Syria.

D. The CONTRACTOR agrees that this Agreement may be terminated by the TPA without further liability to the TPA if the CONTRACTOR is found to have submitted a false certification as provided under Section, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria. The CONTRACTOR further agrees that this Agreement may be terminated by the TPA without further liability to the TPA if the CONTRACTOR is found to have entered into contract or renewed on or after July 1, 2018, if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

Section 46. Recycled Products/Recovered Materials

(42 U.S.C. § 6962, 40 C.F.R. part 247, & 2 C.F.R. part § 200.322)

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

Section 47. Buy America

(49 U.S.C. 5323(j) & 49 C.F.R. part 661)

For contracts valued at over \$150,000, the CONTRACTOR agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11. The CONTRACTOR must submit to TPA the appropriate Buy America certification below with its id or offer]. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

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IN WITNESS WHEREOF, the Palm Beach Transportation Planning Agency and the CONTRACTOR have hereunto set their hands to this Agreement on this 16th day of January, 2024.

**MySidewalk, INC,
Authorized to do business in the State of Florida**

Palm Beach Transportation Planning Agency

By: Stephen Hardy
Stephen Hardy
Title: Authorized Member/Manager
Date: 2/8/2024

By: _____
Valerie Neilson, Executive Director
Date: _____

ATTEST FOR MySidewalk, INC

ATTEST FOR TPA:

Adrianna Choquette
Print Name: Adrianna Choquette

Ruth Del Pino, TPA Agency Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Paul R. Gougelman, Esq.
TPA General Counsel

Exhibit A

Scope of Services

The Contractor shall provide the following services:

1. Provide a web-based dashboard and mapping application to display the historic and current performance and future targets for TPA performance measures identified in the Long-Range Transportation Plan (LRTP). The performance measures can be viewed at LRTP can be viewed at www.PalmBeachTPA.org/pm or in the 2045 LRTP document at www.PalmBeachTPA.org/LRTP. The web-based application shall include the capability to provide:
 - A socioeconomic overview of Palm Beach County
 - An overview of TPA performance measures
 - Display of performance measures organized by the TPA Goals
 - Display of additional data provided by the Contractor that provides more insight to the performance measures (with methodologies and calculations)
 - Data analyzation in the dashboard, view data geospatially, and compare geographies.
 - Capability to share, export, and embed data as:
 - Images from the visual charts and tables
 - GIS files
 - Machine readable format for use in other platforms
 - Embedded services on webpages
 - ADA accessibility for viewing the dashboard.
2. Provide User (TPA staff) access to tools to easily add and edit the application, including the ability to:
 - Display performance measures and other data for user-created geographies and commonly used geographies (Census, jurisdictional boundaries, neighborhood, etc.)
 - Import additional TPA data or use Contractor's data to enrich performance measures.
3. Provide user onboarding and ongoing training.
4. Provide ongoing customer support with continuous improvements to the process for automating data updates and analysis.
5. The web-based dashboard will be updated on the following cadence: Annual.

Exhibit B**Fee Schedule**

The total contract price for the services described in Exhibit A, Scope of Services is \$66,330.00 with a set up fee of \$8,375.00 totaling \$74,705.00(USD) for a 3 year subscription.

Additional services available for purchase are as follows:

PRODUCT	QTY	PRICE PER UNIT
USERS LICENSES	1 - 10	\$ 1,000.00
	10+	\$ 930.00
UNLIMITED DIY DASHBOARD	ANNUALLY	\$ 5,000.00
CUSTOM DASHBOARD	ANNUALLY	\$ 20,000.00

**Additional services will be requested through a PO apart from this original agreement.*

Exhibit C**AUTHORIZED REPRESENTATIVE DECLARATIONS FORM**

_____ (Name of Representative) for:
 _____ (Organization), being duly sworn, deposes and says that:

1. The Signatory is an "Authorized Agent" who can bind the above-listed entity to all terms and conditions of the Agreement.
2. The Signatory is fully informed respecting the preparation and contents of the attached Agreement and of all Forms, Affidavits and documents submitted in support of such Agreement.
3. The Signatory declares no portion of the sum that organization may receive as a result of this Solicitation will be paid to any employees of the Palm Beach MPO dba Palm Beach Transportation Planning Agency (TPA), its elected officials, and/or its consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.
4. The Signatory declares that the Representative represented herein shall not discriminate against any person in its operations, activities, or delivery of services under any agreement it enters into with the TPA. The same shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.
5. The Signatory has attached, if applicable, a list of and description of any relationships, professional, financial or otherwise, that the Representative may have with the TPA, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past two (2) years. Additionally, the Representative agrees and understands that Representative shall give the TPA written notice of any other relationships professional, financial or otherwise, that the Representative enters into with the TPA its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of this Agreement.
6. The Quote or Estimate is provided as a genuine offer without prior understanding, agreement, or connection with any corporation, firm, or person providing a Quote or Estimate for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.
7. The Quote or Estimate is submitted as the current, accurate, complete, and all-inclusive Total Pricing, including "out-of-pocket" expenses (if any), to provide the TPA with Services in accordance with the Requirements/Services set forth in this agreement.
8. Any hourly rates quoted in the attached Quote or Estimate are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Representative or any other of its agents, representatives, owners, employees, or parties in interest, including this affiant.
9. All Forms, Affidavits and documents submitted in support of and included in this Agreement are true and accurate.
10. No information that should have been included in such Forms, Affidavits and documents has been omitted; and
11. No information that is included in such Forms, Affidavits or documents is false or misleading.

Continued on Next Page

AUTHORIZED REPRESENTATIVE DECLARATIONS FORM - CONTINUED

- 12. The Representative has the financial stability to fully perform the terms and conditions as specified herein and will provide financial information to document this upon request by the TPA at any time during the solicitation process and in any form deemed necessary by the TPA.
- 13. Representative and any sub-contractors or sub-consultants shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the resulting Contract/Purchase Order. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.
- 14. The Representative will register with the Florida Division of Corporations as either a Florida or foreign corporation prior to the effective date of the contract with the TPA if it is not presently registered.

 Signature (CORPORATE SEAL)

 Print Name

 Title

 Date

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___,
 Personally known to me _____ OR
 Has produced Identification _____, type of identification produced _____.

 Notary Public, State of Florida

 (Printed Name)

My commission expires: _____

IMPORTANT: FAILURE TO SUBMIT THIS PAGE, INCLUDING ALL THE REQUIRED INFORMATION AND SIGNATURES, WILL RESULT IN IMMEDIATE REJECTION OF THE AGREEMENT.

Exhibit D**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.

TPA RESOLUTION 2024-02

A RESOLUTION ADOPTING 2024 TARGETS FOR FEDERALLY REQUIRED SAFETY PERFORMANCE MEASURES

WHEREAS, the Federal Highway Administration (FHWA) performance measure implementation requires the Palm Beach Metropolitan Planning Organization (MPO), doing business as the Palm Beach Transportation Planning Agency (TPA), to adopt federal Safety Targets by February of each year;

WHEREAS, the required federal safety performance measures include the number and rate of fatalities, the number and rate of serious injuries, and the number of pedestrian & bicycle fatalities and serious injuries;

WHEREAS, the TPA has the option to support the safety targets adopted by the State, or establish their own targets; and

WHEREAS, FDOT re-adopted the previous statewide targets of zero, shown in the summary table attached herein as “Exhibit A”; and

WHEREAS, since 2018, the TPA has adopted the safety targets of zero fatalities and serious injuries; and

WHEREAS, the TPA, along with multiple municipalities within Palm Beach County, the Metropolitan Planning Organization Advisory Council (MPOAC), FHWA, and the Florida Department of Transportation (FDOT) support “Vision Zero”, a multi-national strategy to eliminate all traffic-related fatalities and serious injuries; and

WHEREAS, the TPA, to support its commitment to Vision Zero, adopted a Vision Zero Action Plan in April of 2019 and an updated version in October of 2021.

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

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

SECTION 2. The TPA Governing Board hereby:

- a. Adopts the Federal targets of zero fatalities and serious injuries for Palm Beach County, attached hereto as “Exhibit A” and by this reference incorporated herein;
- b. Directs TPA staff to integrate these performance measures and targets into the Long Range Transportation Plan (LRTP) and Transportation Improvement Program (TIP) as administrative modifications;
- c. Reaffirms direction to TPA staff to continue implementing, monitoring, and evaluating the progress of safety measures and the Vision Zero Action Plan.

SECTION 3. This Resolution shall take effect upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____, and upon being put to a vote, the motion passed. The Chair thereupon declared the Resolution duly adopted this 15th day of February 2024.

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: Safety Performance Measures and Targets

Palm Beach Transportation Planning Agency (Palm Beach County)

Performance Measure	Avg 2013- 2017	Avg 2018- 2022 ¹	Adopted 2023 Targets	Proposed 2024 Targets
Safety (PM1) for all roadways				
Number of fatalities	158	198	0	0
Rate of fatalities per 100 million vehicle miles traveled (VMT)	1.19	1.40	0	0
Number of serious Injuries	1,080	967	0	0
Rate of serious injures per 100 million (VMT)	8.16	6.80	0	0
Number of non-motorized fatalities & serious injuries combined	205	204	0	0

Florida Department of Transportation (Statewide)

Performance Measure	Avg 2013- 2017	Avg 2018- 2022 ¹	Adopted 2023 Targets	Adopted 2024 Targets
Safety (PM1) for all roadways				
Number of fatalities	2,825	3,398	0	0
Rate of fatalities per 100 million vehicle miles traveled (VMT)	1.36	1.46	0	0
Number of serious Injuries	20,917	17,165	0	0
Rate of serious injures per 100 million (VMT)	10.13	7.44	0	0
Number of non-motorized fatalities & serious injuries combined	3,286	3,200	0	0

Notes:

1. Year 2022 crash data is preliminary data as of 1/29/24 from Signal4 Analytics.

PM1: Safety (All Public Roads)



Florida Department of Transportation Forecasting & Trends Office

Performance Management

January 2024

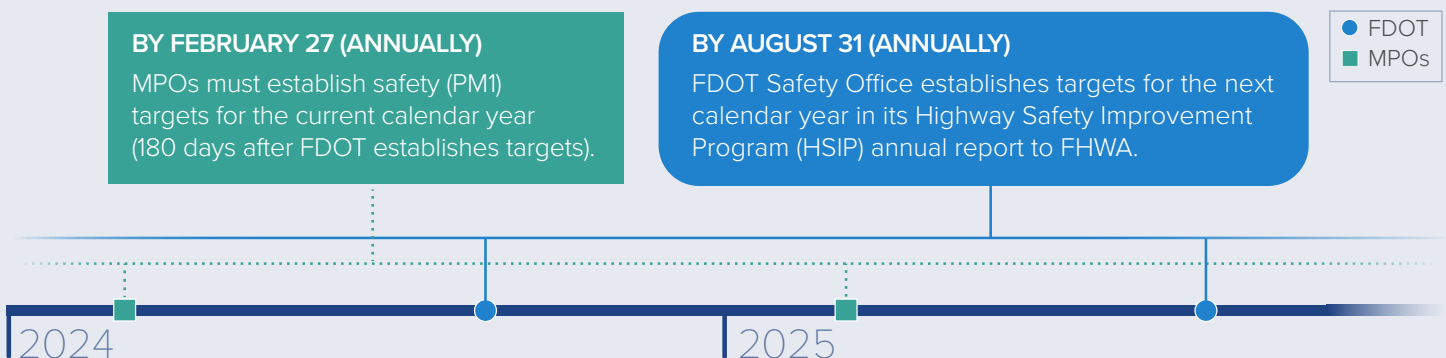
OVERVIEW

The first of Federal Highway Administration's (FHWA) performance management rules establishes measures to assess safety on all public roads and the process for the Florida Department of Transportation (FDOT) and Florida's Metropolitan Planning Organizations (MPO) to establish and report their safety targets.*

PERFORMANCE MEASURES – APPLICABLE TO ALL PUBLIC ROADS

NUMBER OF FATALITIES	<i>The total number of persons suffering fatal injuries in a motor vehicle crash during a calendar year.</i>	RATE OF SERIOUS INJURIES	<i>The total number of serious injuries per 100 million VMT in a calendar year.</i>
RATE OF FATALITIES	<i>The total number of fatalities per 100 million vehicle miles traveled (VMT) in a calendar year.</i>	NUMBER OF NON-MOTORIZED FATALITIES AND NON-MOTORIZED SERIOUS INJURIES	<i>The combined total number of non-motorized fatalities and non-motorized serious injuries involving a motor vehicle during a calendar year.</i>
NUMBER OF SERIOUS INJURIES	<i>The total number of persons suffering at least one serious injury in a motor vehicle crash during a calendar year.</i>		

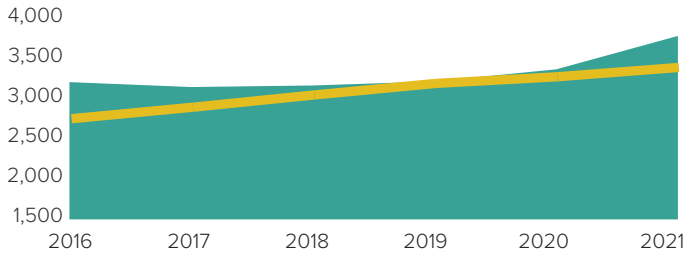
TIMELINE



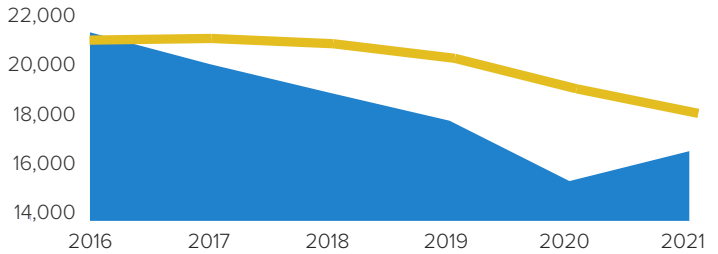
* Please refer to the [fact sheet](#) addressing *MPO Requirements* for information about MPO targets and planning processes.

EXISTING STATEWIDE CONDITIONS

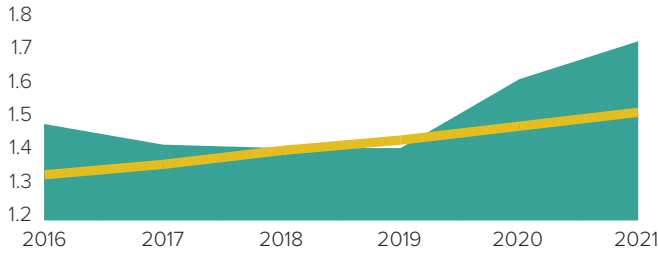
ANNUAL FATALITIES



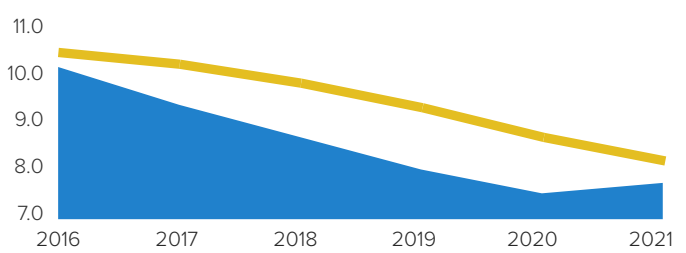
ANNUAL SERIOUS INJURIES



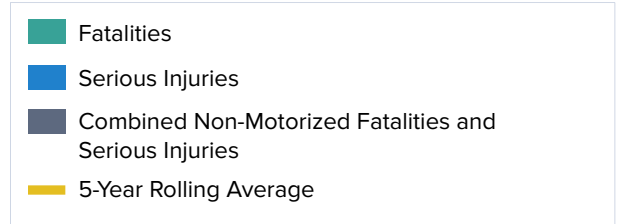
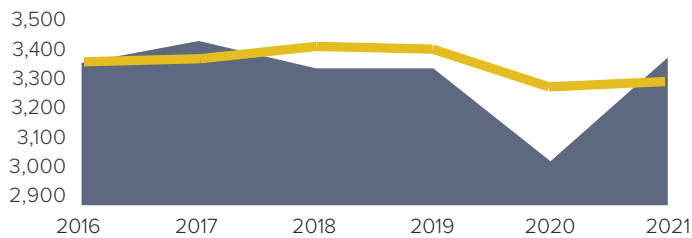
FATALITY RATE (PER HUNDRED MILLION VMT)



SERIOUS INJURY RATE (PER HUNDRED MILLION VMT)



NUMBER OF NON-MOTORIZED FATALITIES AND SERIOUS INJURIES



This is the current data available.

Source: FLHSMV, 2022.

STATEWIDE TARGETS

FDOT establishes statewide safety targets for the following calendar year as part of the [HSIP Annual Report](#), which must be submitted by August 31 each year.

Given FDOT's firm belief that every life counts, the target set for all safety performance measures is ZERO.

MPO TARGETS

MPOs must set targets by February 27 of each year (within 180 days after FDOT sets targets). MPOs have the option of supporting the statewide targets or establishing their own targets for the MPO planning area.

MPOs must include the most recent reported performance and targets with each TIP update. The TIP must describe how the investments contribute to achieving the performance targets. The LRTP must include a System Performance Report that discusses the performance of the transportation system and progress achieved in meeting the targets over time.

ASSESSMENT OF SIGNIFICANT PROGRESS

FHWA considers a state to have met or made significant progress when at least four of the five safety targets are met or the actual outcome is better than baseline performance. Florida is making progress towards achieving the targets established for serious injuries but not yet for fatalities or non-motorized users.

As requested by FHWA, FDOT annually develops an [HSIP Implementation Plan](#) to highlight strategies it will undertake in support of these targets. MPOs are encouraged to review this Plan each year to identify strategies appropriate for their planning area.

FHWA will not assess MPO target achievement. However, FHWA will review MPO adherence to performance management requirements as part of periodic transportation planning process reviews.

FOR MORE INFORMATION PLEASE CONTACT

Regina Colson, Transportation Performance Measures Coordinator

Florida Department of Transportation | Regina.Colson@dot.state.fl.us | (850) 414-5271



2023 - 2024 VISION ZERO STATUS REPORT CARD

Policy, Funding, and Cultural Related Actions

#	Action	Outcome	Status	Notes
Policy Action				
1.1	Produce a Vision Zero annual report and proactively seek feedback and research latest Vision Zero best practices.	Annual Report in June		Publishing in February and June 2024. TPA Staff is part of the Florida's Pedestrian and Bicycle Safety Coalition that meets regularly to discuss statewide best practices.
1.2	Include safety changes in TPA legislation and policy positions.	Federal and State Law Changes		The TPA participates in the creation of the policy positions of the Florida Metropolitan Planning Organizations Advisory Council (MPOAC) annually. In 2023, HB 317/SB 258 were signed into law permitting automated speed enforcement within school zones in Florida. Automated speed enforcement is a proven safety countermeasure to reduce severe and fatal crashes.
1.3	Identify target speeds for high crash corridors based on context classification and safety.	Map of High Crash Corridors with Identified Target Speed		Scope of work underway for Speed Management Plan.
1.4	Collaborate with State partners to create a consistent process for displaying the safety analysis included in TIP projects.	Safety Analysis Checklist		TPA staff requests FDOT and consultants to include safety analysis in project design presentations to TPA Board and committees. TPA staff is researching the FDOT safety analysis requirements for all PDE and PE and plans on working on a checklist in the future and/or best examples of safety analysis in presentations.
1.5	Work with the School District of Palm Beach County to require safe walking, biking, and driving curriculums in elementary, middle, and high schools.	New Regulations		Discussions held with school district on curriculum. TPA staff will continue to provide materials and messaging to teachers at the beginning of each school year to encourage implementation of walk and bicycle safety curriculum into the lesson plans. Requiring school district implementation of safety curriculums is a long-term action that will need to be led and approved by the school district.
Funding Action				
2.1	Work with signal maintaining agencies to make signalized intersection crossings more pedestrian friendly.	5 Intersections Modified Per Year		TPA staff worked with the following partners to update their pedestrian and traffic signals: <ul style="list-style-type: none"> • Palm Beach County received a Local Road Safety Program grant to fund county-wide signal upgrades at different locations, in addition to adding flashing yellow arrows in 2023.



				<ul style="list-style-type: none"> Received public comment from resident and worked with Palm Beach County to apply a Leading Pedestrian Interval (LPI) at north-south crosswalks for the Southern Blvd and Parker Avenue intersection on November 17, 2023. Staff worked with FDOT and PBC to add LPI's at the Atlantic Avenue and Homewood Blvd intersection for FM#449283-1.
2.2	Evaluate safety aspects of TPA-funded projects one to five years after construction completion.	Before/After Studies		Staff created a template and is evaluating recently completed TPA funded projects. An interactive dashboard is in development for the status of TPA projects to include safety summaries.
Culture Action				
3.1	Provide reviews of fatal pedestrian and bicycle crash reports, including observations and potential actions.	Quarterly Fatal Crash Reports		Q1-Q3 Reports have been published and provided in committee and Board backups. Q4/Annual Report expected April 2024.
3.2	Collaborate with roadway owners to maintain a detailed data inventory for federal-aid eligible roadways that includes typical section attributes to provide more effective analysis of complete streets opportunities.	Established Data Inventory Structure by June 2022		Staff is researching best practice and a switch to the All Roads Network of Linear Referenced Data (ARNOLD) and integrating additional needs into the network, including pedestrian and bicycle facilities. Staff may consider consultant support for FY 25.
3.3	Implement a Vision Zero media and public education campaign.	Vision Zero Outreach Toolkit by June 2022		Media toolkit published last year on the website. Staff continues to work on provided more resources on website to aid media, partners, and the public, including a calendar of events.
3.4	Host an annual Vision Zero workshop for local communities and agencies.	Workshop Held + Upcoming		Completed Vision Zero Action Plan workshop in April 2023. Staff preparing for upcoming workshop on Safe Streets 4 All grant awardees and potential applicants coordination.
3.5	Host Vision Zero safety events and/or participate in other local events to encourage safety, emphasizing traditionally underserved communities.	Participation in One Safety Event Per Year		<p>Staff held and participated in the following events:</p> <ul style="list-style-type: none"> Participated in FDOT's Mobility Week and Ride, Roll, Stroll Challenge October 27-31, 2023 and November 1-30, 2023 Participated in Elementary and Secondary Physical Education School Training event August 7 and 8, 2023 to provide resources to physical education teachers on pedestrian and bicycle safety. Hosted a Ribbon Cutting event for the Dillman Trail project funded by the TPA's Transportation Alternatives (TA) Program on October 18, 2023.

2023 PERFORMANCE MEASURES REPORT CARD

Updated as of 1/31/2024.

The TPA annually assesses system performance as part of its commitment to preserve and enhance a safe, efficient, and connected multimodal transportation system.

Goal 1: Preserve

Maintenance

Pavement

	Actual Values							Targets	
	2017	2018	2019	2020	2021	2022	2023	Value	Time Frame
Interstate in Good Condition	55.2%	23.2%	61.2%	53.2%	59.5%	65.0%	n/a	≥ 60%	< 5 yrs
Interstate in Poor Condition	0.0%	0.0%	0.0%	0.2%	0.0%	0.0%	n/a	≤ 5%	< 5 yrs
Non-Interstate NHS in Good Condition	40.3%	39.9%	44.0%	N/A	45.1%	53.3%	n/a	≥ 40%	< 5 yrs
Non-Interstate NHS in Poor Condition	0.5%	0.1%	0.1%	N/A	1.2%	1.1%	n/a	≤ 5%	< 5 yrs

Bridges

NHS bridges in Good Condition	87.7%	88.1%	87.4%	85.2%	82.2%	81.7%	n/a	≥ 50%	< 5 yrs
NHS bridges in Poor Condition	1.2%	1.1%	1.0%	1.0%	1.0%	2.2%	n/a	≤ 5%	< 5 yrs

Transit

Percentage of **Palm Tran** infrastructure exceeding useful life for:

Vehicles - Articulated Bus (> 14 yrs old)	-	0%	0%	0%	0%	0%	0.0%	≤ 10%	< 5 yrs
Vehicles - Fixed Route Bus (> 14 yrs old)	-	0%	0%	15.8%	17.6%	0%	0.0%	≤ 10%	< 5 yrs
Vehicles - Cutaway Bus (> 10 yrs old)	-	0%	1.7%	46.5%	9.2%	0%	0.0%	≤ 13%	< 5 yrs
Equipment - Automobiles (> 4 yrs old or 100,000 miles)	-	26%	31.1%	15.3%	34.6%	18.0%	43.4%	≤ 14%	< 5 yrs
Equipment - Trucks (> 4 yrs old or 100,000 miles)	-	26%	29%	33.3%	27.9%	8%	0.05%	≤ 0%	< 5 yrs
Facilities (<2.5 on 1-5 scale)	-	0%	0%	0%	0%	0%	0.0%	0%	< 5 yrs

Percentage of **Tri-Rail** infrastructure exceeding useful life for:

Equipment - Support & Maintenance Vehicles (>8 yrs old)	-	0%	22.2%	44.4%	50.0%	62.5%	n/a	≤ 50%	< 5 yrs
Rolling stock - locomotives, coach cars, self-propelled cars (>39 yrs old)	-	0%	25%	26.7%	26.3%	30.0%	n/a	≤ 30%	< 5 yrs

Percentage of Tri-Rail facilities with poor condition (<2.5 on 1-5 scale)

Passenger Terminals	-	30%	5%	5%	5%	33.0%	n/a	≤ 5%	< 5 yrs
Maintenance Facilities	-	30%	5%	5%	5%	33.0%	n/a	≤ 5%	< 5 yrs
Administrative Offices	-	0%	5%	5%	5%	33.0%	n/a	≤ 5%	< 5 yrs
Rail fixed-guideway track with performance restrictions	-	8%	3.3%	0.0%	2.1%	15.0%	n/a	≤ 3.5%	< 5 yrs

Environment

Daily fuel use (gal) per person	1.29	1.29	1.28	1.16	1.14	1.21	1.21	≤ 1.25	10 yrs
Daily Vehicle Miles Traveled per person	26.8	27.2	27.3	24.2	25.2	25.8	n/a	≤ 21	10 yrs
% electric vehicles in rubber-tire transit fleet	0%	0%	0%	0%	0%	0%	0%	≥ 75%	10 yrs

Resiliency

Percentage of federal aid eligible mileage susceptible to inundation by:

1.2-ft sea level rise & historic storm surge	-	3.9%	3.9%	3.9%	3.9%	3.9%	3.9%	≤ 3%	10 yrs
1% chance of annual flooding	-	26.7%	26.7%	26.7%	26.7%	26.7%	26.7%	≤ 25%	10 yrs

X.XX% Target met or improving **X.XX% Target not met or declining**



2023 PERFORMANCE MEASURES REPORT CARD

Updated as of 1/31/2024.

The TPA annually assesses system performance as part of its commitment to preserve and enhance a safe, efficient, and connected multimodal transportation system.

Goal 2: Safe

Vision Zero

	Actual Values							Targets	
	2017	2018	2019	2020	2021	2022	2023	Value	Time Frame
Number of fatalities	157	183	174	184	215	*232	*171	0	< 5 yrs
Rate of fatalities per 100 million vehicle miles traveled (VMT)	1.12	1.29	1.11	1.38	1.56	1.63	n/a	0	< 5 yrs
Number of serious Injuries	1,123	1,193	1,021	916	890	*816	*677	0	< 5 yrs
Rate of serious injures per 100 million (VMT)	8.00	8.42	6.50	6.91	6.45	5.72	n/a	0	< 5 yrs
Number of non-motorized fatalities & serious injuries combined	209	214	217	198	190	*202	*170	0	< 5 yrs
Number of rail fatalities	12	12	17	9	11	14	*13	0	< 5 yrs

Goal 3: Efficient

Reliability

Percent of reliable person-miles traveled on the Interstate	84%	85%	78%	94%	83%	78%	n/a	≥ 85%	< 5 yrs
Percent of reliable person-miles traveled on the non-Interstate NHS	89%	93%	94%	98%	97%	92%	n/a	≥ 93%	< 5 yrs
Truck travel time reliability ratio (TTTR) on the Interstate	1.72	1.77	1.86	1.66	1.78	1.95	n/a	≤ 1.75	< 5 yrs
Ratio of transit v. car average commute time	1.97	1.98	2.11	1.92	2.01	1.83	n/a	≤ 1.75	10 yrs

Productivity

Passenger trips per revenue hour									
for Tri-Rail service	34.96	34.76	35.1	31.2	18.40	24.97	n/a	40	10 yrs
for Palm Tran fixed route service	18.40	20.07	17.80	15.50	12.90	12.60	15.60	30	10 yrs

X.XX% Target met or improving **X.XX% Target not met or declining**

*Preliminary safety data for 2022 and 2023.



2023 PERFORMANCE MEASURES REPORT CARD

Updated as of 1/31/2024.

The TPA annually assesses system performance as part of its commitment to preserve and enhance a safe, efficient, and connected multimodal transportation system.

Goal 4: Connected

Complete Streets

Centerline mileage of federal aid eligible roadways that include:

	Actual Values							Targets	
	2017	2018	2019	2020	2021	2022	2023	Value	Time Frame
Separated bike lanes	0	0	0	0.2	0.2	1.3	n/a	20	10 yrs
10-ft or wider shared use pathways	50	72	83	89	87	*85	n/a	100	10 yrs
8 to 9-ft paved pathways	-	294	296	296	293	*292	n/a	305	10 yrs
Buffered bike lanes	8	12	12	12	12	12	n/a	20	10 yrs
Designated bike lanes	180	200	202	225	246	249	n/a	300	10 yrs
Sidewalks	-	1,165	1,173	1,178	1,183	*1,169	n/a	1,300	10 yrs

Health & Equity

Percentage of federal aid eligible mileage with:

Bicycle facilities within 3 miles of a transit hub	17.3%	20.1%	20.1%	20.6%	24.6%	24.6%	n/a	100%	10 yrs
Pedestrian facilities within 1 mile of a transit hub	85.0%	85.0%	85.0%	85.0%	85.4%	85.3%	n/a	100%	10 yrs
Pedestrian facilities within 2 miles of elementary schools	-	79.0%	79.4%	79.6%	83.0%	83.0%	n/a	≥90%	10 yrs
Pedestrian facilities within 1/4 mile of a traditionally underserved community	-	67.7%	70.9%	n/a	78.7%	n/a	n/a	≥70%	10 yrs

Goal 5: Multimodal

Commuter Mode Split

Walking	1.50%	1.48%	1.35%	1.30%	1.19%	1.13%	n/a	≥ 5%	10 yrs
Biking	0.62%	0.71%	0.61%	0.51%	0.45%	0.50%	n/a	≥ 3%	10 yrs
Transit	1.88%	1.81%	1.63%	1.63%	1.47%	1.38%	n/a	≥ 7%	10 yrs

Freight

Annual tonnage of freight for

Port of Palm Beach	2.48M	2.57M	2.31M	2.50M	2.55M	2.43M	2.52M	3.0M	10 yrs
Palm Beach International Airport	25.8k	26.8k	29.0k	29.5k	31.2k	30.6k	30.3k	30.0k	10 yrs

X.XX% Target met or improving **X.XX% Target not met or declining**

*Some data may show increases or decreases because of data verification or availability.



Amendment #3 2045 Long Range Transportation Plan (LRTP) Summary of Proposed Changes

The 2045 LRTP was adopted by the TPA Governing Board on December 12, 2019. TPA adopted Amendment #2 on October 19, 2023, for consistency with the 2024 – 2028 Transportation Improvement Program (TIP) and the updated FDOT Strategic Intermodal System (SIS) Cost Feasible Plan.

Amendment #3 is proposed to incorporate locally funded projects into the LRTP that demonstrates TPA project support, and planning consistency required of local agencies when requesting funding through State or Federal discretionary funding programs.

TPA has scheduled adoption of Amendment #3 at the March 21, 2024 TPA Governing Board Meeting.

The [FDOT provides guidance on LRTP Amendment Thresholds](#), and include:

- **Amendment:** projects with significant scope changes, project schedule advancements (indicated by 5-year time bands in the LRTP), or where project costs increase by more than 50% and \$50 million;
- **Administrative Modification** (noted hereafter as “Modification”): projects with less significant alterations in design scope (ie. project limits) or cost changes that do not meet the higher Amendment threshold.

TPA requested details of locally funded projects from our regional partners to incorporate by Amendment into the 2045 LRTP. The following tables highlight regionally significant transportation projects from Palm Beach County’s Road Program, or local Capital Improvement Programs, which are proposed for incorporation into the 2045 LRTP by Amendment #3.

Local Government Prioritization (pgs 155-157)

LRTP#	Location	Description	Cost (in \$1,000)	Committed Funding (in \$1,000)
WPB001	Fern Street Extension from Australian Ave to East of Tamarind Ave	Construct new 4-lane road with SFRC Rail crossing and closure of 2 ½ existing SFRC rail crossings.	\$41,384	\$3,800
WPB002	West Palm Beach on the Rise (Carver Neighborhood, Palm Beach Lakes Service Road, Twin Lakes Neighborhood and Golf Avenue Bridge, and Roosevelt Estates Neighborhood)	Street improvements including lighting, utilities, traffic signals, widening, minor landscaping, stormwater improvements, milling and resurfacing, conventional bike lanes, and traffic calming funded jointly under a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant.	\$10,170	\$10,170

Operations and Maintenance (pg 158)

LRTP#	Location	Description	Cost (in \$1,000)	Committed Funding (in \$1,000)
RRR_012	G. Bush Blvd (NE 8th) over ICWW Bridge Replacement	Reconstruct existing bascule bridge over ICWW	\$77,000	\$1,400
RRR_002	Palm Beach Lakes at FEC Rail Grade Separation	Rehabilitate existing bridge and roadway between N Sapodilla Ave and Madeira Ct	\$21,500	\$4,500

Local Government Prioritization

Select projects that may be implemented through the Palm Beach County Road Program and/or local Capital Improvement Programs in collaboration with affected local governments. Shown for information and planning consistency purposes.

Programming Tiers ->				FY 20-24 (TIP)				FY 25-30 (2030 Plan)				2031-2035 (2045 Plan)				2036-2045 (2045 Plan)					
LTRP#	FM	SIS	Location	Description	PD&E	PE	ROW	CST	PD&E	PE	ROW	CST	PD&E	PE	ROW	CST	PD&E	PE	ROW	CST	
PBC001			Countywide Locations	Small intersections and small capacity improvement projects		\$6,859	\$11,847	\$43,645		\$6,859	\$11,847	\$43,645		\$6,859	\$11,847	\$43,645		\$13,717	\$23,693	\$87,290	
PBC002			6th Ave S from I-95 to South A St	Widen 4L to 6L						\$600	\$900	\$1,980									
PBC003		2018511	10th Ave from Congress Ave to I-95	Add 3rd WB thru lane						\$3,300	\$4,950	\$10,890									
PBC004			190th St North from 60th St N to northern terminus	New 4L														\$3,000	\$4,500	\$14,914	
PBC005	2016501	2016501	45th St from E of Haverhill Rd to W of Military Trl	Widen 4/5L to 6L				\$2,160													
PBC006			45th St at Military Trl	Intersection improvements						\$180	\$5,000	\$1,320									
PBC007			45th St from Village Blvd to I-95	Widen 6L to 8L						\$400	\$600	\$1,320									
PBC008			45th St from I-95 to Congress Ave	Intersection improvements						\$420	\$200	\$2,904									
PBC010			60th St North from 190th St N to M-Canal	New 4L														\$600	\$900	\$2,983	
PBC011			60th St North from M-Canal to Seminole Pratt Whitney Rd	Widen 2L to 4L						\$1,100	\$1,650	\$3,630									
PBC012			60th St North from Seminole Pratt Whitney Rd to 140th Ave N	New 4L						\$1,700	\$2,550	\$5,610									
PBC121			60th St North from W of 140th Ave N to Avocado Blvd	Widen 2L to 3L, M Canal relocation		\$500	\$1,200				\$1,110	\$5,082									
PBC013			60th St North from W of 140th Ave N to Avocado Blvd	Widen 3L to 5L														\$375	\$750	\$2,983	
PBC014	2017515	2017515	60th St North from Avocado Blvd to E of 120th Ave N	Widen 2L to 3L			\$200	\$7,000													
PBC015			60th St North from Avocado Blvd to SR 7	Widen 3L to 5L														\$1,800	\$2,700	\$8,948	
PBC018		2015509	Benoist Farms Rd from SR 80 to Belvedere Rd	Widen 2L to 3L				\$5,200													
PBC019			Boca Rio Rd from Palmetto Park Rd to Glades Rd	Widen from 2/3L to 5L										\$800	\$1,200	\$2,000					
PBC124			Center St from Loxahatchee River Rd to Alt A1A	Widen 2L to 3L		\$720	\$1,080					\$2,376									
PBC021			Central Blvd from Indiantown Rd to Roebuck Rd	Widen 2/3L to 5L with new bridge over C-18														\$1,000	\$1,500	\$4,971	
PBC022		2014503	Church St from Limestone Creek Rd to W of Central Blvd	Reconstruct 2L to include a roundabout				\$2,000													
PBC023	2017516	2017516	Clint Moore Rd from W of Lyons Rd to E of Lyons Rd	Widen 4L to 6L				\$2,500													
PBC024		"2018101 2018102"	Clint Moore Rd from Jog Rd to Military Trl	Intersection improvements			\$1,700	\$2,380													
PBC027	2023009903	2018506	Coconut Blvd from S of Temple Blvd to S of Northlake Blvd	Widen 2L to 5L			\$1,500	\$5,100													
PBC029	4330641	2012517	Congress Ave from Northlake Blvd to Alt A1A	New 3L			\$4,000	\$5,000													
PBC030			Coral Ridge Drive from Glades Rd to Burt Aaronson Park Dr	New 2L		\$1,040	\$1,560	\$2,600													
PBC032	20239906	2019502	Donald Ross Rd from Prosperity Farms Rd to Ellison Wilson Rd	Widen 4/5L to 6L		\$550		\$1,900													
PBC033			Donald Ross Rd from Ellison Wilson Rd to US 1	Widen 4L to 6L		\$400	\$600	\$1,000													
WPB001			Fern Street Extension from Australian Ave to East of Tamarind Ave	Construct new 4-lane road with SFRC Rail crossing and closure of 2 ½ existing SFRC rail crossings.						\$1,975	\$7,000	\$21,033									
PBC035			Flavor Pict Rd from SR 7 to Lyons Rd	Widen 2L to 4L										\$600	\$900	\$2,325					
PBC036			Flavor Pict Rd from Lyons Rd to Hagen Ranch Rd	New 4L, including bridge over Florida's Turnpike						\$2,000	\$3,000	\$6,600									
PBC118		2016500	Florida Mango Rd from 10th Ave North to N of Edgewater Dr	Widen 2L to 3L				\$3,300													
PBC119		2015520	Florida Mango Rd from Edgewater Dr to Barbados Rd	Widen 2L to 3L				\$1,900													
PBC117	2017517	2017517	Florida Mango Rd from Barbados Rd to N of Myrica Rd	Widen 2L to 3L				\$3,100													
PBC120		2014511	Florida Mango Rd from Myrica Rd to Summit Blvd	Widen 2L to 3L				\$2,200													
PBC020	4378781	2012504	Forest Hill Blvd at Military Trl	Intersection improvements			\$6,699	\$5,082													

Costs expressed in Year of Expenditure (YOE) dollars
Values in thousands (1,000s)

Programming Tiers ->					FY 20-24 (TIP)				FY 25-30 (2030 Plan)				2031-2035 (2045 Plan)				2036-2045 (2045 Plan)				
L RTP#	FM	SIS	Location	Description	PD&E	PE	ROW	CST	PD&E	PE	ROW	CST	PD&E	PE	ROW	CST	PD&E	PE	ROW	CST	
PBC101	20239931	2014501	Royal Palm Beach from N of 60th St S of Orange Blvd	Widen 2L to 5L				\$6,000													
PBC102	20239931	2018507	Royal Palm Beach from N of 60th St to Orange Blvd; Orange Blvd from Coconut Blvd to Royal Palm Beach Blvd; Coconut Blvd from Orange Blvd to S of Temple Blvd	Widen 2L to 5L		\$1,000	\$4,400														
PBC104			Seminole Pratt Whitney Rd from SR 80 to Okeechobee Blvd	Widen 4L to 6L										\$1,000	\$1,500						\$4,971
PBC105			Seminole Pratt Whitney Rd from Okeechobee Blvd to Sycamore Dr E	Widen 4L to 6L										\$1,260	\$1,890						\$6,264
PBC106			Seminole Pratt Whitney Rd from Sycamore Dr E to 60th St N	Widen 4L to 6L										\$1,140	\$1,710						\$5,667
PBC107			Seminole Pratt Whitney Rd from 60th St N to Orange Blvd	Widen 4L to 6L										\$840	\$1,260						\$4,176
PBC108			Seminole Pratt Whitney Rd from Orange Blvd to Northlake Blvd	Widen 4L to 6L										\$1,320	\$1,980						\$6,562
PBC109			Seminole Pratt Whitney Rd from Northlake Blvd to 100th Lane North	Widen 2L to 4L																	
PBC110			Seminole Pratt Whitney Rd from 100th Lane North to Avenir	New 4L																	
PBC111			Seminole Pratt Whitney Rd from Avenir to SR 710/ Beeline Hwy	New 4L										\$6,000	\$9,000	\$23,250					
PBC112			Sims Rd from Linton Blvd to Atlantic Ave	New 3L																	
PBC113			Summit Blvd from E of Florida Mango to W of I-95	Widen 4L to 5L																	
WPB002			West Palm Beach on the Rise	Neighborhood Improvements in various locations under RAISE grant.								\$10,170									
PBC116			Yamato Rd from W of Lyons Rd to W of Turnpike	Widen 4L to 6L				\$3,940													
County Total					\$300	\$14,119	\$50,756	\$156,147		\$27,349	\$61,957	\$172,609		\$27,349	\$42,582	\$100,399		\$32,692	\$52,283	\$210,497	
WPB Total										\$1,975	\$7,000	\$21,033									

Costs expressed in Year of Expenditure (YOE) dollars
Values in thousands (1,000s)

- PD&E Project Development & Environmental - Determines the location and conceptual design of feasible build alternatives for improvements and their social, economic and environmental effects.
- PE Preliminary Engineering
- ROW Right-of-Way - Acquisition of necessary right-of-way (property), based on the construction plans
- CST Construction - the project is awarded and is being built.

Legend

Amendment



Operations and Maintenance

Projects to maintain the operations and maintenance of transportation facilities on the federal aid network. Projects are typically shown as a lump set-aside amounts with only projects with larger estimated construction costs shown as specific line items.

Programming Tiers ->				FY 20-24 (TIP)				FY 25-30 (2030 Plan)				2031-2035 (2045 Plan)				2036-2045 (2045 Plan)			
L RTP#	FM	Location	Description	PD&E	PE	ROW	CST	PD&E	PE	ROW	CST	PD&E	PE	ROW	CST	PD&E	PE	ROW	CST
RRR_FDOT		Florida Department of Transportation Operations & Maintenance	Set-aside to advance State Highway System operations and maintenance, resurfacing and bridge replacements				\$661,200				\$1,025,065				\$154,191				\$1,551,200
RRR_PBC		Palm Beach County Operations & Maintenance	Set-aside to advance resurfacing, bridge, and operations & maintenance of county owned facilities				\$225,304				\$372,281				\$273,029				\$576,000
RRR_001	4284002	US-1/SR-5 Federal Highway from CR-A1A to Beach Road [93005]	Bridge Replacement	\$2,190	\$15	\$176	\$148,315												
RRR_002	2017R912	Palm Beach Lakes Blvd over FEC Railroad [937709]	Bridge Rehabilitation				-		\$1,500		\$20,000								
RRR_003	20269901	Summit Blvd over C-51 [934201]	Bridge Replacement		\$2,000						\$10,560								
RRR_004		Jog Rd over C-51 Canal [934273]	Bridge Replacement					\$966	\$193						\$14,971				
RRR_005		E Indiantown Rd over ICWW [930453], [930454]	Bridge Replacement					\$19,289	\$3,858						\$298,978				
RRR_006		Lake Ave over Lake Worth ICWW [930104], [930318]	Bridge Replacement					\$14,771	\$2,954	\$194,972									
RRR_007		US-1 over ICWW (Parker Bridge) [930004]	Bridge Replacement					\$7,980	\$1,596						\$123,695				
RRR_008		S Ocean Blvd over Boca Raton Inlet [930060]	Bridge Replacement									\$5,271	\$1,054	\$81,699					
RRR_009		Southern Blvd over LWDD L-2 Canal [930053]	Bridge Replacement					\$2,596	\$519						\$40,245				
RRR_010		10th Ave North over I-95 [930260]	Bridge Replacement					\$1,085	\$217						\$16,823				
RRR_011		PGA Blvd over Florida Turnpike [930265]	Bridge Replacement					\$837	\$167						\$12,972				
RRR_012		G. Bush Blvd. (NE 8th) over ICWW Bridge Replacement	Reconstruct existing bascule bridge over ICWW					\$2,000	\$5,000		\$70,000								
County Total				\$2,190	\$2,015	\$176	\$990,819	\$47,524	\$9,505	\$1,602,878	\$5,271	\$1,054	\$1,016,604						\$2,127,200

Costs expressed in Year of Expenditure (YOE) dollars
Values in thousands (1,000s)

Legend

Amendment

DECLARING MARCH 2024 AS FLORIDA BICYCLE MONTH

WHEREAS, [INSERT MUNICIPALITY] residents and visitors engage in bicycling as a viable and environmentally sound form of transportation and an excellent form of physical activity and recreation; and

WHEREAS, the State of Florida designates March as Bicycle Month and Palm Beach County will recognize it locally; and

WHEREAS, Florida Bicycle Month features a number of fitness opportunities, educational programs, races, commuting and charity events for riders of all ages and abilities to enjoy throughout the month at various parks and locations throughout Palm Beach County; and

WHEREAS, the recognition of Florida Bicycle Month will raise awareness of bicycling and ultimately promote physical activity and healthy lifestyles by elevating bicycling as a more widely accepted choice of transportation;

WHEREAS, the Palm Beach Transportation Planning Agency plans and recommends projects to make bicycling more accessible and promotes comprehensive community education efforts aimed at improving bicycle safety; and

WHEREAS, creating a bicycle-friendly community has been shown to improve citizen's health, well-being, and quality of life, growing the economy of [INSERT MUNICIPALITY], attracting tourism dollars, improving traffic safety, supporting student learning outcomes, and reducing pollution, congestion, and wear and tear on our streets; and

WHEREAS, Palm Beach County has an ever-expanding designated or enhanced bicycle lane network, with over 270 miles of existing and 745 miles of planned facilities to create a safe, connected system of bicycle infrastructure.

NOW, THEREFORE, BE IT PROCLAIMED BY THE [INSERT MUNICIPALITY], assembled in regular session this [INSERT DATE] day of March 2024, that the month of March 2024, in [INSERT MUNICIPALITY], is hereby proclaimed:

Florida Bicycle Month

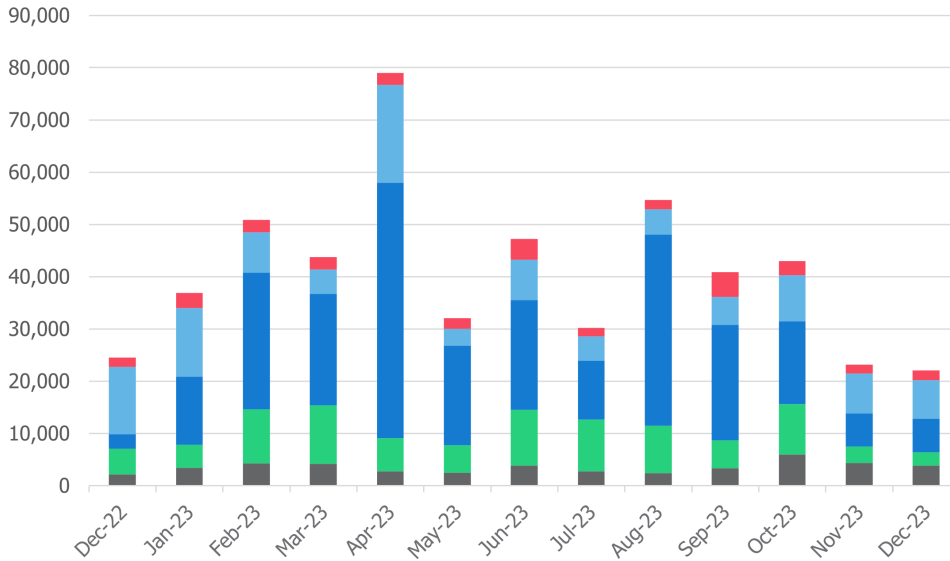
BE IT FURTHER PROCLAIMED BY THE [INSERT MUNICIPALITY], that this proclamation is duly sealed, ribboned and executed by the members of this [INSERT COMMISSION/COUNCIL]. The foregoing proclamation was sponsored by Honorable Mayor [INSERT NAME], and upon unanimous consent of the [INSERT COMMISSION/COUNCIL], the Mayor declared the proclamation duly enacted.

Public Involvement Activity Report 4.A.1

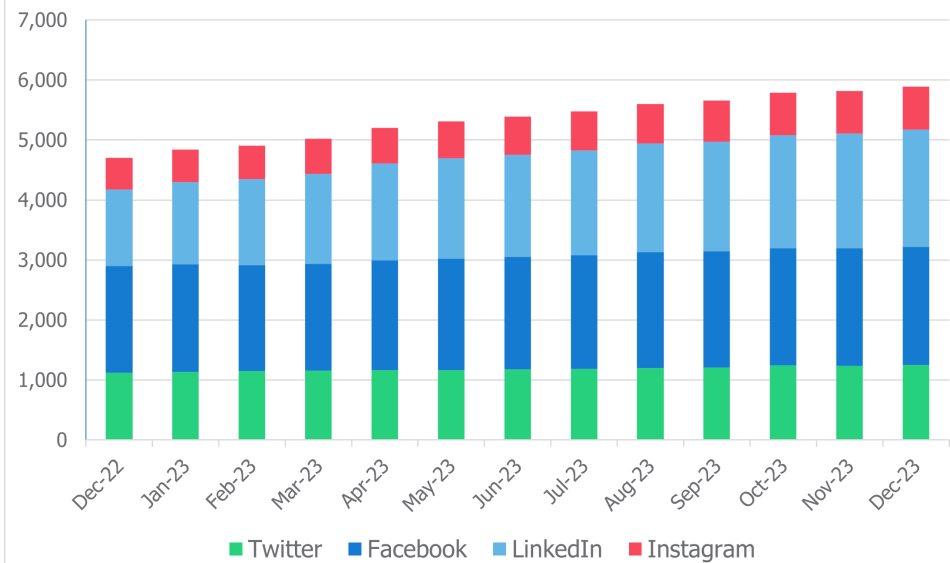
December 2023

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: 169,171 users reached

2023 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
591,592

Total National TV Publicity
\$155,632



Total Online + Print Audience
26,418,404

Total Online + Print Publicity
\$3,153,497

In 2023, the TPA was able to share stories about corridor studies, upcoming projects, completed projects and public input opportunities while also responding to questions about Palm Beach County's growth and ways to manage congestion.

More than 27 million people were reached through 2023 media placements including television reports, newspaper articles and radio interviews. This resulted in earned media of more than \$3 million.

The TPA continues to work with media partners to share stories about transportation within the county and highlights ways to get involved with the transportation planning process.

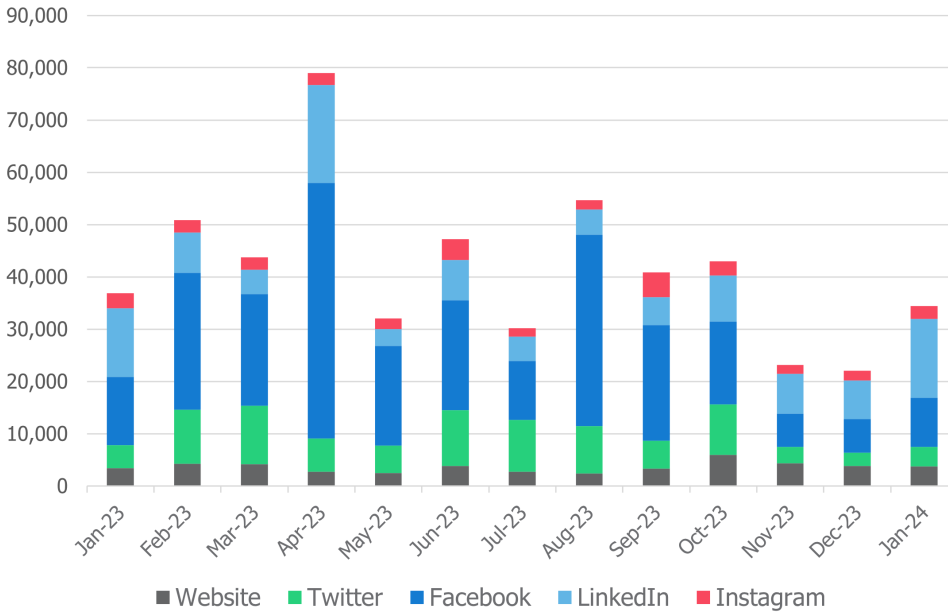


Public Involvement Activity Report

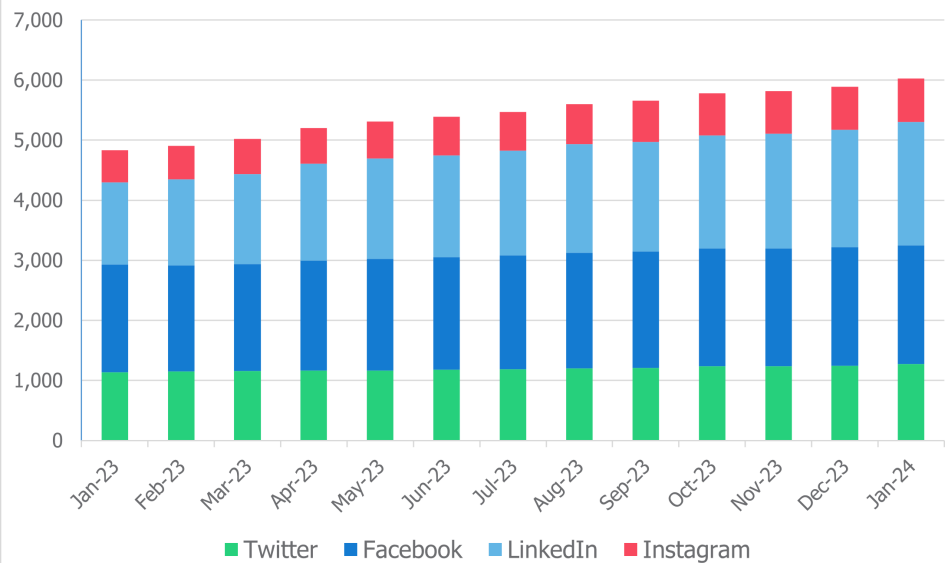
January 2024

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: 193,525 users reached

Citizen's Advisory Committee Member Blog Post

The Palm Beach Transportation Planning Agency: What This Is and Why You Should Care

JANUARY 4, 2024 / RVSB

January 3, 2024



The Palm Beach TPA: Who Are They?

For the most complete information you can visit their website at www.palmbeachtpa.org. From their website their function is summarized: "The Palm Beach Transportation Planning Agency (TPA) is a federally-mandated public agency that works with partners across Palm Beach County, Florida and the United States to plan, prioritize and fund the transportation system. The TPA's mission is a safe, efficient and connected multimodal transportation system for users of all ages and abilities."

Former TPA Citizen's Advisory Committee (CAC) member Ramona Bean wrote a blog article about her time on the CAC and how she became involved with the TPA. The article also outlines the TPA's work, how to get involved and current projects of interest.

Ramona served on the CAC from the spring of 2021 through December 2023 representing Palm Beach County District 1. Thank you to Ramona for this insightful article about the agency, our mission and vision!



PEDESTRIAN & BICYCLE QUARTERLY CRASH REPORT



QUARTER

3

2023

Quarter 3 (Q3) 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

- July 1 to September 30 (Q3, 2023) had a total of 41 serious injury or fatality related crashes involving people walking or bicycling, a decrease of 5 crashes from Q2 (April 1 to June 30).
- 7 crashes involved pedestrians in railroad rights-of-ways.
- 70% of the crashes were on roads with posted speed limits of 35 mph or above.
- 56% of crashes occurred on arterial roads, 19% on collector roads, 24% on local roads.
- Crashes involving pedestrians occurring at mid-block were 68%, which is consistent with the previous quarter. Crashes involving people bicycling were higher at midblock (78%) than at intersections (22%).
- 27% of crashes involved ageing drivers, which is consistent with previous quarters.
- 49% of the mapped crashes were on the Palm Beach TPA’s High Injury Network (HIN).
- 71% 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

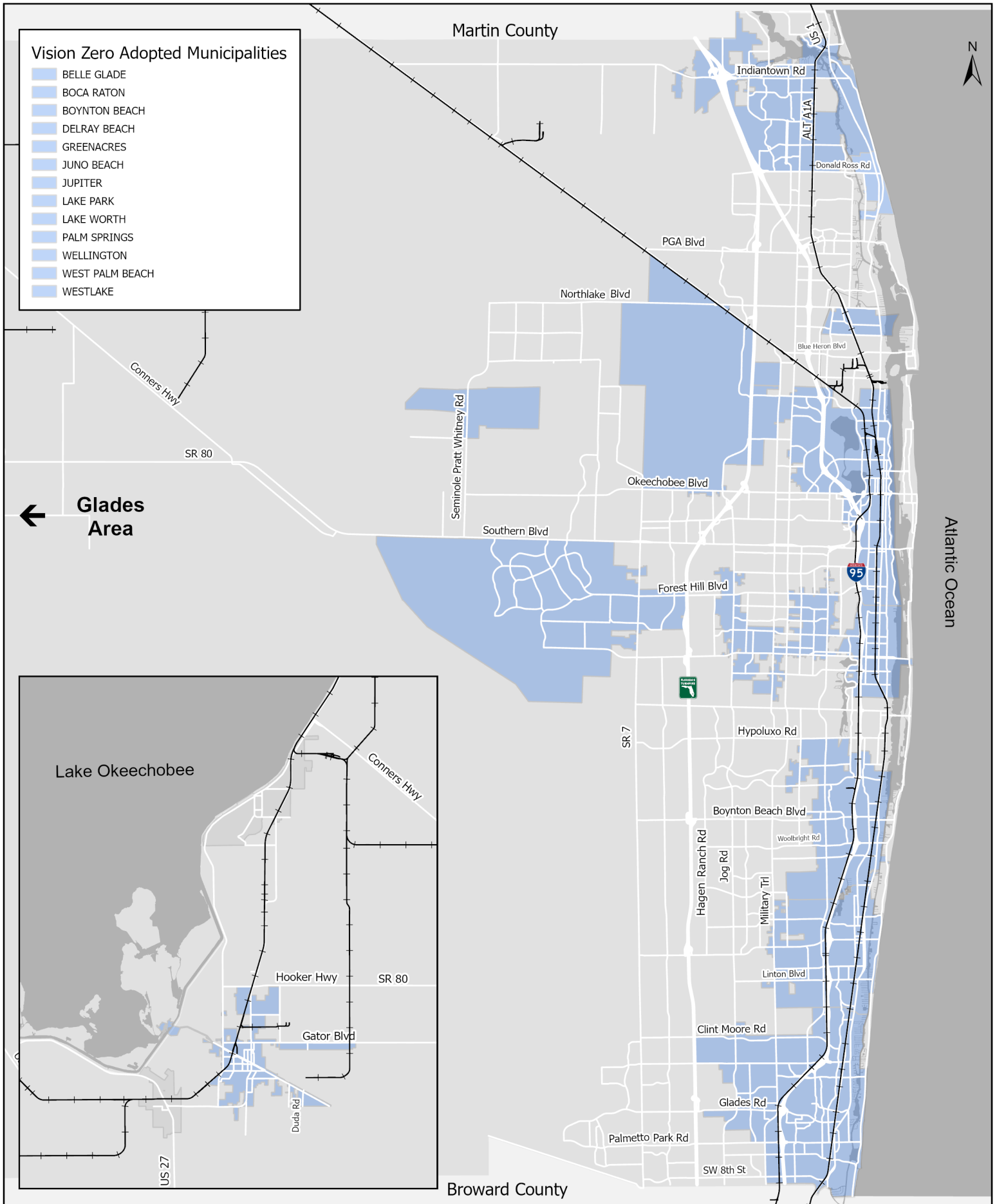
The Palm Beach County Local Road Safety Plan (LRSP) is a comprehensive plan that provides a framework for reducing the number of fatalities and serious injuries associated with crashes that occur on Palm Beach County's (hereafter, "the County's") roadway system. The information in this LRSP draws on 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 Q3 Crashes

This table displays crashes occurring in Quarter 3 from July 1st to September 30th, 2023. During this time, 36% of crashes were in unincorporated areas of the county, whereas 63% of crashes occurred in incorporated areas.

Pedestrian			Bicyclist		
Crash Report #	Jurisdiction	Crash Severity	Crash Report #	Jurisdiction	Crash Severity
25800088	Jupiter	Serious Injury	24562558	Juno Beach	Serious Injury
25901405	Delray Beach	Serious Injury	25447453	Palm Beach Gardens	Fatality
25901406	Palm Beach Gardens	Serious Injury	25447465	Boca Raton	Serious Injury
25902059	West Palm Beach	Fatality	25447515	Delray Beach	Serious Injury
25902090	West Palm Beach	Serious Injury	25447760	Unincorporated	Fatality
25980079	Boca Raton	Serious Injury	25457915	Unincorporated	Serious Injury
26046432	Boca Raton	Serious Injury	25496638	West Palm Beach	Serious Injury
26048116	Unincorporated	Serious Injury	25496729	West Palm Beach	Serious Injury
26048182	Unincorporated	Serious Injury	25497253	Unincorporated	Serious Injury
26048693	Riviera Beach	Fatality	Total Mapped/ Unmapped	9/0	
26048910	Belle Glade	Serious Injury			
26048955	West Palm Beach	Fatality			
26048985	Greenacres	Serious Injury			
26049241	Greenacres	Serious Injury			
26049288	Unincorporated	Serious Injury			
26049493	Lake Worth	Serious Injury			
26049577	Unincorporated	Serious Injury			
26049581	West Palm Beach	Fatality			



26049972	Boca Raton	Serious Injury
26050027	Unincorporated	Serious Injury
26050164	Lake Worth	Fatality
25794275	West Palm Beach	Serious Injury
25446311	Unincorporated	Serious Injury
89657252	Wellington	Serious Injury
25798739	Palm Beach	Serious Injury
25797301	Unincorporated	Serious Injury
25799438	Delray Beach	Serious Injury
25799607	Unincorporated	Serious Injury
25799745	Unincorporated	Serious Injury
25799406	Unincorporated	Fatality
25799244	Unincorporated	Fatality
25447353	Unincorporated	Fatality
175438	Delray Beach/FEC	Fatality
176160	Boca Raton/SFRC	Serious Injury
20233319	Boca Raton/SFRC	Serious Injury
07092023	West Palm Beach/FEC	Fatality
08282023	Boca Raton/FEC	Fatality
T26072623	West Palm Beach/SFRC	Fatality
T27073023	West Palm Beach/SFRC	Fatality
Total Mapped/ Unmapped	38/1	

*Crash data retrieved 12/19/2023



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 Q3'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.

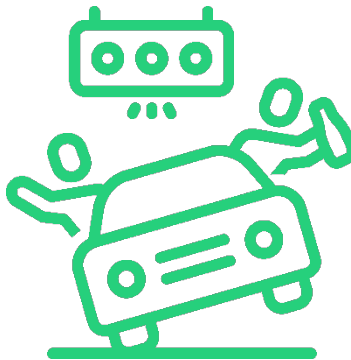
ROADWAY

CONDITIONS



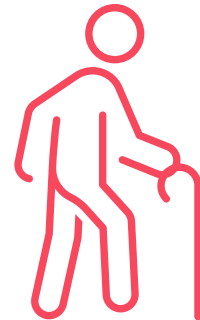
HUMAN

BEHAVIOR

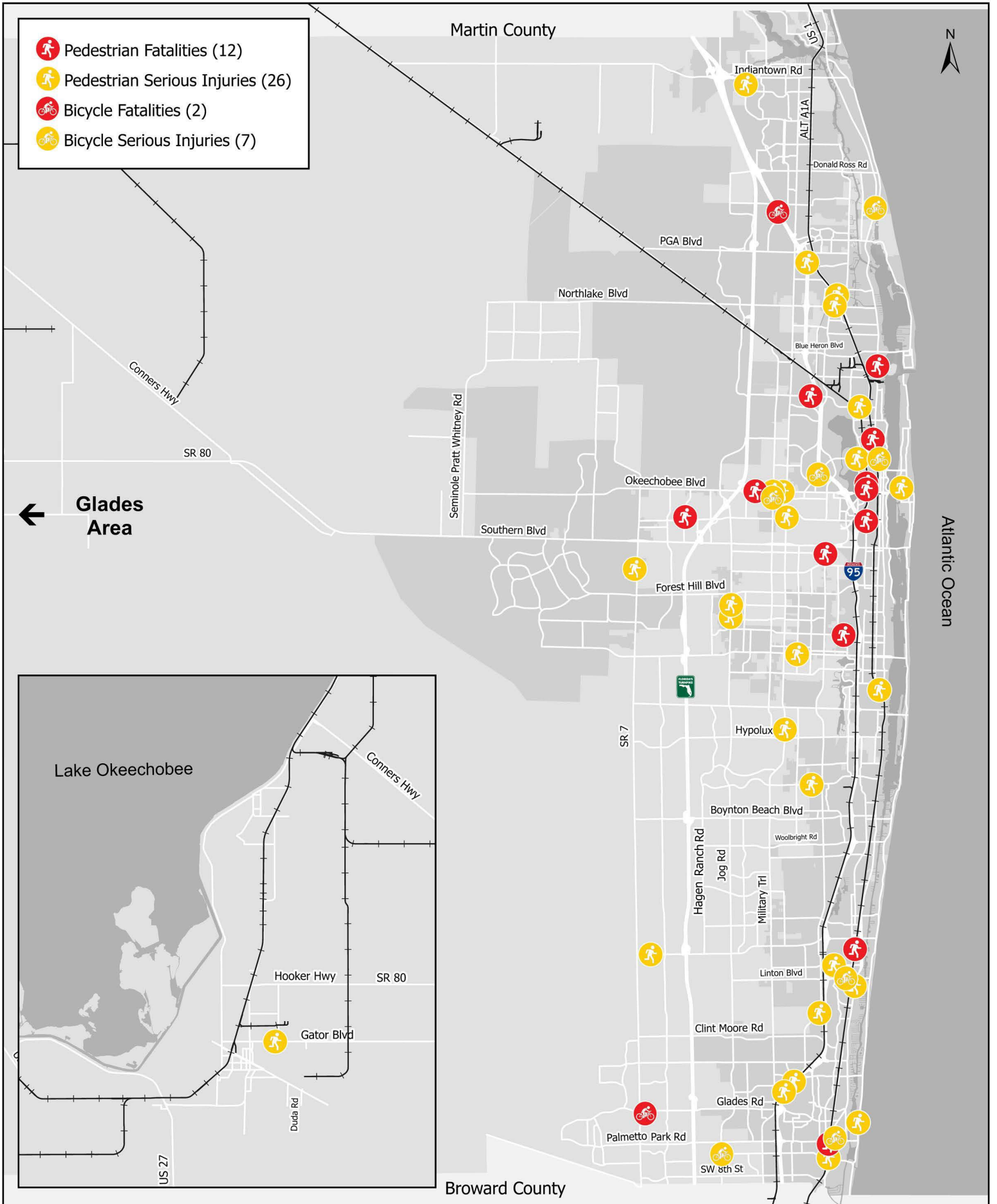


SOCIOECONOMIC

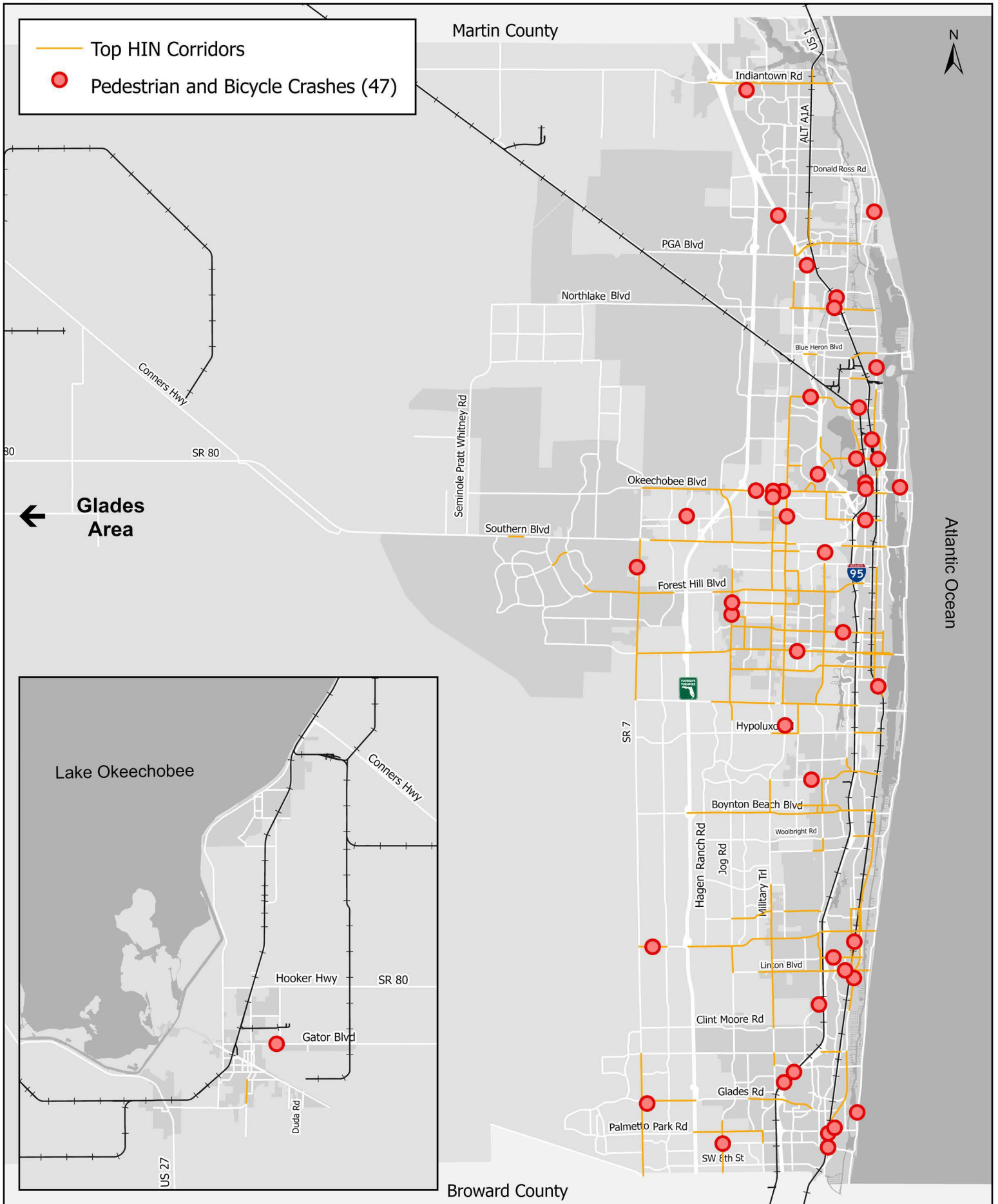
CONDITIONS



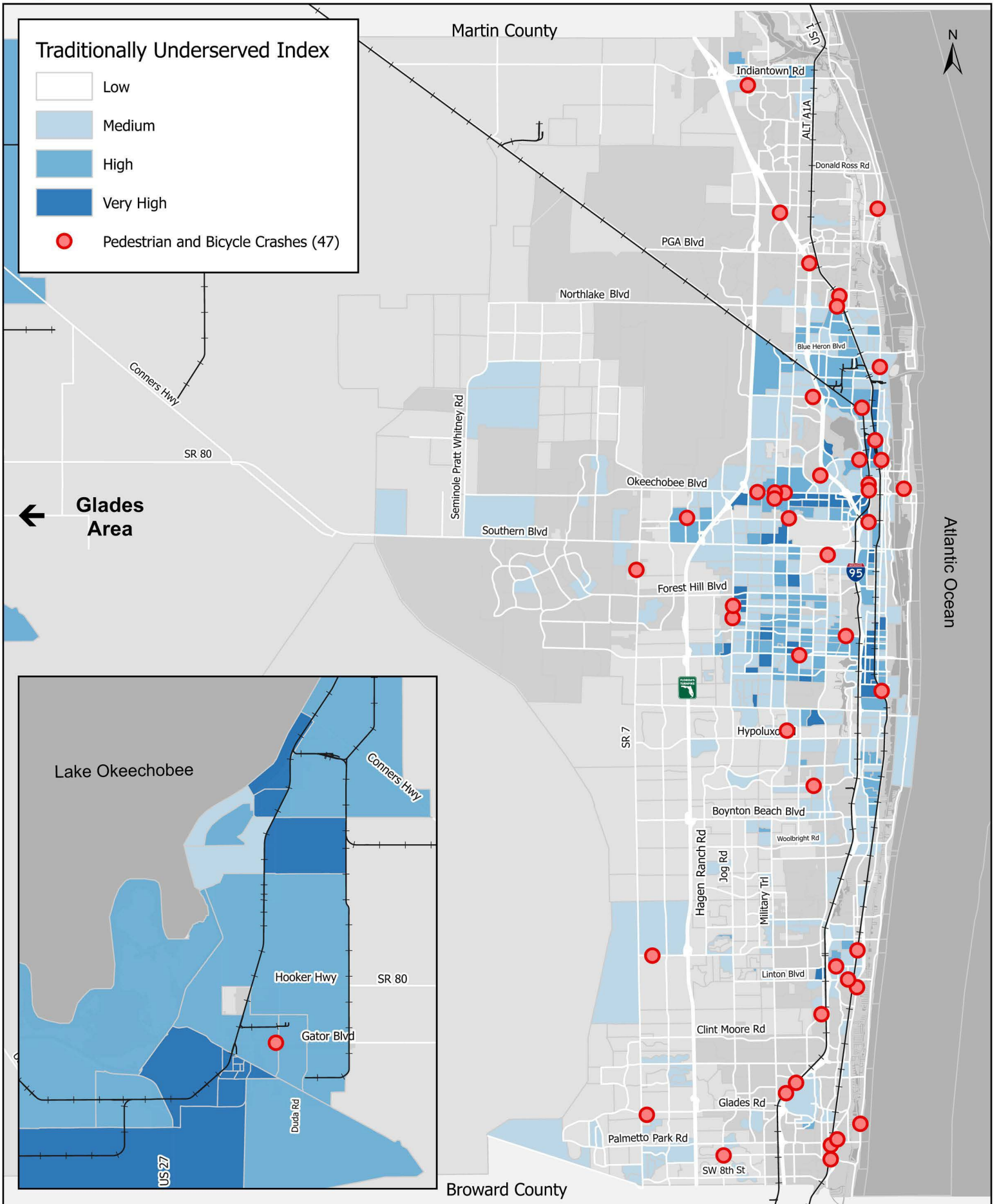
Ped/Bike Crashes - July 1 to September 30, 2023



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	39	9		
Fatalities	15	5	14	3	13	2		
Serious Injuries	32	17	23	6	26	7		
Roadway Conditions								
Posted Speed Limit								
<30	14	9	11	4	11	1		
35-40	13	11	14	1	9	3		
45<	13	2	10	4	12	5		
Intersections								
Mid-Block	34	9	24	5	22	7		
Intersection	13	13	10	4	10	2		
Number of Lanes								
2 Lane	18	12	11	5	17	1		
3-4 Lane	14	7	9	4	4	4		
5< Lane	8	3	15	0	11	4		
Functional Classification								
Major Arterial	9	3	16	3	10	0		
Minor Arterial	14	6	7	1	6	7		
Major Collector	6	7	1	1	5	2		
Minor Collector	5	3	0	1	1	0		
Local Road	6	3	10	3	10	0		
Lane Departure								
Crashes	5	0	2	1	1	2		
Surface Conditions								
Wet Road	9	0	8	1	3	2		
Dry Road	38	22	26	8	29	7		
Lighting Condition								
Daytime	27	18	15	6	11	5		
Nighttime	20	4	19	3	21	4		
Rail Crossings								
Trespassers	7	0	3	0	7	0		
Human Behaviors								
Impaired Driving	0	0	1	0	2	0		
Distracted Driving	1	1	1	0	1	1		
Speeding and Aggressive Driving	2	2	1	0	0	0		
Socioeconomic Conditions								
Aging Driver	7	4	7	4	8	3		
Teen Driver	2	3	2	0	0	0		



TPA Reporting

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

- Participated in the Back to School events at Equestrian Trails Elementary School and John I. Leonard High School to provide resources to physical education teachers on pedestrian and bicycle safety curriculums and materials.
- Hosted a Performance Measures and Targets Workshop on August 17, 2023 to educate the public on the performance measures and targets of the National Highway System, the State's role in establishing the targets and monitoring performance, and the MPO's role in the performance-based planning process as it relates to Vision Zero and Complete Streets.
- Published a transportation survey to receive feedback from the public on transportation desires for the TPA's 2050 Long-Range Transportation Plan (LRTP).
- 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.
- 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 \(signal4analytics.com\)](https://signal4analytics.com/S4_Data_Dictionary.pdf). Data for this quarter was retrieved December 19, 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 \(dot.gov\)](https://www.fra.dot.gov/SafetyData) Data for this quarter was retrieved December 19, 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
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FDOT District Four

- Katie Kehres, District Four Safety
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District Safety Office
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(772) 429-4889
- Yujing “Tracey” Xie, District Four Traffic
Safety Program Engineer
District Safety Office
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(954) 777-4355



Project Scheduling Report – February 2024

Phases occurring within the next 90 days

Palm Beach TPA & FDOT District 4

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

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

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

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

FM #	Location	Type of Work	Lead Agency	Phase Milestone	Date
SIS Capacity					
4358041	I-95 AT BOYNTON BEACH BLVD/SR-804	INTERCHANGE JUSTIFICA/MODIFICA	FDOT	Production	3/4/2024
4353842	I-95 AT LINTON BLVD	INTERCHANGE JUSTIFICA/MODIFICA	FDOT	Initial Engineering	3/12/2024
4378681	SOUTHERN BLVD/SR-80 AT SR-7/US-441	ADD TURN LANE(S)	FDOT	Public Information Workshop	3/19/2024
4512241	SR-80 AT JOG RD	ADD LEFT TURN LANE(S)	FDOT	Kickoff Meeting	3/20/2024
4132571	I-95 AT HYPOLUXO RD	INTERCHANGE - ADD LANES	FDOT	Constructability Plans	4/1/2024
4127331	I-95 AT 10TH AVE N	INTERCHANGE - ADD LANES	FDOT	Constructability Plans	4/5/2024
4132601	I-95 AT PALM BEACH LAKES BLVD	INTERCHANGE JUSTIFICA/MODIFICA	FDOT	Initial Engineering	4/24/2024
State Road Modifications					
4383865	US-1 FROM CAMINO REAL RD TO NE 8TH ST/MIZNER BLVD	BIKE LANE/SIDEWALK	FDOT	Initial Field Review	3/4/2024
4405755	ATLANTIC AVE/SR-806 FROM CUMBERLAND DR TO JOG RD	ADD LANES & RECONSTRUCT	FDOT	Initial Engineering	3/22/2024
4383862	US-1 FROM 59TH ST TO NORTHLAKE BLVD	BIKE LANE/SIDEWALK	FDOT	Production	4/1/2024
4383866	US-1/BROADWAY AVE FROM 25TH ST TO 42ND ST	TRAFFIC OPS IMPROVEMENT	FDOT	Resolution from Agency	4/3/2024
Local Initiatives Program					
4443771	GERMANTOWN RD FROM OLD GERMANTOWN RD TO S CONGRESS AVE	BIKE PATH/TRAIL	DELRAY BEACH	LAP Commitment	3/1/2024
4483061	C-2 CANAL FROM GREENVIEW SHORES BLVD TO BENT CREEK RD	BIKE PATH/TRAIL	WELLINGTON	Kickoff Meeting	3/22/2024
4498471	PROSPERITY FARMS FR 800 FT N OF LAKE BLVD TO DONALD ROSS RD	BIKE LANE/SIDEWALK	FDOT	Kickoff Meeting	3/22/2024
Transportation Alternatives Program					
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
4483031	CHERRY RD FROM MILITARY TRAIL TO QUAIL DR	BIKE LANE/SIDEWALK	PALM BEACH COUNTY	LAP Commitment	3/1/2024
4507871	INDIAN TRAIL IMPROVEMENT DISTRICT - HAMLIN BLVD, GRAPEVIEW BLVD, CITRUS GROVE BLVD	SIDEWALK	ITID	Execution Date (Design)	3/22/2024
4490021	GRAPEVIEW BLVD & KEY LIME BLVD	SIDEWALK	ITID	Biddability	4/1/2024
4508621	49TH STREET FROM GREENWOOD AVE TO NORTH FLAGLER DR	SIDEWALK	WEST PALM BEACH	Execution Date (Design)	4/25/2024
Other FDOT & Local Projects					
4515981	ADVANCED WRONG WAY DETECTION SYSTEM PALM BEACH COUNTY	ITS COMMUNICATION SYSTEM	FDOT	Agency Scope Review	1/31/2024
4495201	ADVANCED WRONG WAY DETECTION SYSTEM PALM BEACH COUNTY	ITS COMMUNICATION SYSTEM	FDOT	Letting	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	Public Information Workshop	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	Public Information Workshop	2/19/2024
4475491	SR-882/FOREST HILL BOULEVARD FROM OLIVE TREE BOULEVARD TO JOG ROAD	LIGHTING	FDOT	Constructability Plans	2/27/2024
4470011	INTERSECTION LIGHTING RETROFIT IMPROVEMENT	LIGHTING	FDOT	Letting	2/28/2024
4443441	I-95 FROM SOUTH OF SPANISH RIVER BLVD TO NORTH OF YAMATO RD	LANDSCAPING	FDOT	Letting	3/1/2024
4502131	I-95 AT ATLANTIC AVE/SR-806	LANDSCAPING	FDOT	Letting	3/1/2024
4456281	INTERSECTION LIGHTING IMPROVEMENTS- PALM BEACH COUNTY	LIGHTING	FDOT	Production	3/4/2024
4492551	I-95 AT DONALD ROSS RD	LANDSCAPING	FDOT	Production	3/4/2024
4515981	ADVANCED WRONG WAY DETECTION SYSTEM PALM BEACH COUNTY	ITS COMMUNICATION SYSTEM	FDOT	Kickoff Meeting	3/20/2024
4484391	BEELINE HWY/SR-710 FROM W OF PARK COMMERCE BLVD TO E OF AVIATION BLVD	RESURFACING	FDOT	Execution Date (Design)	3/29/2024
4492791	OKEECHOBEE BLVD/SR-704 FROM RIVERWALK BLVD TO N JOG ROAD	LIGHTING	FDOT	Initial Field Review	4/8/2024
4465511	BEELINE HWY/SR-710 FROM MARTIN COUNTY LINE TO OLD DIXIE HWY	ARTERIAL TRAFFIC MGMT SYSTEMS	FDOT	Construction Notice to Proceed (NTP)	4/23/2024
4495201	ADVANCED WRONG WAY DETECTION SYSTEM PALM BEACH COUNTY	ITS COMMUNICATION SYSTEM	FDOT	Construction Notice to Proceed (NTP)	4/26/2024
4475511	I-95 FROM 12TH AVE S TO 10TH AVE N	LIGHTING	FDOT	Public Information Workshop	4/29/2024
Major Maintenance					
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
4498341	E CANAL STREET/SR-717 FROM SR-80 TO SE AVE E	RESURFACING	FDOT	Execution Date (Design)	2/9/2024
4476691	E OCEAN AVE/SR-804 FROM US-1/SR-5 TO A1A	RESURFACING	FDOT	Biddability	2/9/2024
4476671	BOYNTON BEACH BLVD/SR-804 FROM N CONGRESS AVE TO NW 8TH ST	RESURFACING	FDOT	Biddability	2/9/2024
4461741	PGA BLVD/SR-786 FROM EAST OF I-95 TO E OF FAIRCHILD GARDENS AVE	RESURFACING	FDOT	Construction Notice to Proceed (NTP)	2/13/2024
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
4476621	A1A FROM LINTON BLVD TO E ATLANTIC AVE	RESURFACING	FDOT	Production	3/4/2024
4476711	OKEECHOBEE BLVD/SR-704 FROM RED TRAIL TO WEST OF AUSTRALIAN AVE	RESURFACING	FDOT	Production	3/4/2024
4484381	SR-7/US-441 FROM SOUTH OF BOYNTON BEACH RD/SR-804 TO SOUTH OF LAKE WORTH RD/SR-802	RESURFACING	FDOT	Agency Scope Review	3/6/2024
4444771	SR-A1A FROM SOUTH OF GRAND BAY CT TO SOUTH OF LINTON BLVD	RESURFACING	FDOT	Construction Notice to Proceed (NTP)	3/8/2024

FM #	Location	Type of Work	Lead Agency	Phase Milestone	Date
4463731	SR-882/FOREST HILL BLVD FR E OF LAKE CLARKE DRIVE TO US-1/DIXIE HWY	RESURFACING	FDOT	Initial Field Review	3/19/2024
4484151	US-1/SR-5 FROM BELVEDERE RD TO SR-704/LAKEVIEW AVE	RESURFACING	FDOT	Initial Engineering	3/26/2024
4476581	US-1 FROM BAILEY ST TO HARBOURSIDE DR	RESURFACING	FDOT	Production	4/1/2024
4476611	SR A1A FROM SE 31ST TO SOUTH OF GRAND CT	RESURFACING	FDOT	Production	4/1/2024
4476651	BOYNTON BEACH BLVD/SR-804 FROM SR-7/US-441 TO LYONS RD	RESURFACING	FDOT	Production	4/1/2024
4461051	STATE MARKET RD/SR-729 FROM SR-15 TO US-441/E MAIN ST	RESURFACING	FDOT	Construction Notice to Proceed (NTP)	4/3/2024
4498141	ROYAL PALM WAY/SR-704 FROM 4 ARTS PLAZA TO S COUNTY ROAD	RESURFACING	FDOT	Kickoff Meeting	4/5/2024
4484381	SR-7/US-441 FROM SOUTH OF BOYNTON BEACH RD/SR-804 TO SOUTH OF LAKE WORTH RD/SR-802	RESURFACING	FDOT	Execution Date (Design)	4/5/2024
4484361	LAKE WORTH RD/SR-802 FROM W OF CYPRESS EDGE DR TO W OF CYPRESS ISLES WAY	RESURFACING	FDOT	Initial Engineering	4/16/2024
4463741	SR-700/CONNERS HWY FROM NORTH OF 1ST ST TO WEST OF SR-80	RESURFACING	FDOT	Construction Notice to Proceed (NTP)	4/19/2024
4484351	SR-811 FROM SOUTH OF RCA BLVD TO NORTH OF DONALD ROSS RD	RESURFACING	FDOT	Constructability Plans	4/29/2024