

TPA GOVERNING BOARD MEETING AGENDA

DATE: **Thursday, June 26, 2025**
TIME: **9:30 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.

1. REGULAR ITEMS

- A. Call to Order and Roll Call
- B. 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 public comments are limited to 3 minutes or less.

- E. Chair and Member Comments
- F. Executive Director's Report
- G. MOTION TO APPROVE Consent Agenda Items

- 1. Governing Board Meeting Minutes for May 22, 2025
- 2. Appointment to the Vision Zero Advisory Committee (VZAC)
 - a. Sonide Simon, City of Riviera Beach Representative
- 3. Treasure Coast Regional Planning Council Interlocal Agreement

Resolution approving an agreement with the Treasure Coast Regional Planning Council for transportation planning services through June 30, 2028, for up to \$450,000, with two optional one-year extensions at \$150,000 each.

- 4. Kimley Horn and Associates, Inc. General Planning Consultant Contract

Resolution approving a contract with Kimley-Horn and Associates, Inc. for transportation planning services through June 30, 2028, for up to \$1,125,000, with two optional one-year extensions at \$375,000 each.

5. Kittelson & Associates, Inc. General Planning Consultant Contract

Resolution approving a contract with Kittelson & Associates, Inc. for transportation planning services through June 30, 2028, for up to \$1,125,000, with two optional one-year extensions at \$375,000 each.

6. Citrin Cooperman & Company, LLP Financial Auditing Services Contract

Resolution approving a contract with Citrin Cooperman & Company, LLP for financial auditing services through June 30, 2028, for up to \$132,000, with three optional one-year extensions at \$46,000, \$47,000, and \$48,000, respectively.

7. Amendment #2 to the TPA's Fiscal Year (FY) 25-26 Unified Planning Work Program

Resolution approving an amendment to the UPWP to allocate an additional \$404,384 of unspent FY 2024 federal planning funds to Task 7: Administer the Agency – funding for staffing, equipment replacement, and facility maintenance.

8. FY 2026 Annual Adjustments to TPA Employee Salaries

Approval of a 3% COLA and a 3% merit increase for eligible employees, effective July 1, 2025. An accompanying memo is attached.

2. ACTION ITEMS

A. MOTION TO ADOPT FY 2026 – 2030 Transportation Improvement Program (TIP)

The TIP is a five-year funding program for federal and state-funded transportation projects in Palm Beach County. Developed in collaboration with the Florida Department of Transportation (FDOT) and local agencies, it programs projects by phase, year, and funding source based on projected federal and state revenues. The FY 2026 – 2030 TIP Executive Summary is attached. The full TIP document, interactive TIP tool, and appendices are available at PalmBeachTPA.org/TIP.

TAC: Recommended adoption 20-2 with dissent from West Palm Beach.

CAC: Recommended adoption 11-2 with dissent from West Palm Beach & Riviera Beach.

3. INFORMATION ITEMS

A. TPA Governing Board Member Training

Staff will present an overview of the Palm Beach TPA's mission as a Metropolitan Planning Organization (MPO) and explain the role and responsibilities of the Governing Board. An MPO flyer is attached. Additional information is available at PalmBeachTPA.org/About.

B. Partner Agency Updates

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

4. ADMINISTRATIVE ITEMS

A. FDOT Scheduling Report – June 2025

B. Public Involvement Activity Reports – May 2025

C. TPA & FDOT Joint Certification Statement for Calendar Year 2024

D. Next Meeting – **July 17, 2025**

E. 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 Eble at 561-725-0813 or MEble@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 Eble al teléfono 561-725-0813 o MEble@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 Reed, Councilmember

City of Palm Beach Gardens

Alternate: Dana Middleton, Vice Mayor

Steve Wilson, Mayor

City of Belle Glade

Alternate: Joaquin Almazan, Vice Mayor

Yvette Drucker, Council Member

City of Boca Raton

Fran Nachlas, Deputy Mayor

City of Boca Raton

Boca Raton Alternates:

Andy Thomson, Council Member

Marc Wigder, Council Member

Aimee Kelley, Commissioner

City of Boynton Beach

Alternate: Angela Cruz, Commissioner

Rob Long, Vice Mayor

City of Delray Beach

Alternate: Thomas Markert, Commissioner

Suzy Diaz, Deputy Mayor

City of Greenacres

Alternate: Judith Dugo, Councilmember

Jim Kuretski, Mayor

Town of Jupiter

Alternate: Ron Delaney, Councilor

Christopher McVoy, Commissioner

City of Lake Worth Beach

Alternate: Mimi May, Commissioner

Joni Brinkman, Council Member

Village of Palm Springs

Alternate: Kimberly Schmitz, Vice Mayor

Deandre Poole, Commissioner

Port of Palm Beach

Alternate: Varisa Dass, Commissioner

VICE CHAIR

Maria Marino, Mayor

Palm Beach County – District 1

Gregg Weiss, Commissioner

Palm Beach County – District 2

Joel Flores, Commissioner

Palm Beach County – District 3

Marci Woodward, Commissioner

Palm Beach County – District 4

Sara Baxter, Vice Mayor

Palm Beach County – District 6

Palm Beach County Alternates:

Maria Sachs, Commissioner – District 5

Bobby Powell, Commissioner – District 7

Bruce Guyton, Council Member

City of Riviera Beach

Alternate: Glen Spiritis, Council Member

Jeff Hmara, Mayor

Village of Royal Palm Beach

Alternate: Richard Valuntas, Vice Mayor

Michael Napoleone, Mayor

Village of Wellington

Alternate: John T. McGovern, Vice Mayor

Christy Fox, Commissioner

City of West Palm Beach

Joseph Peduzzi, Commissioner

City of West Palm Beach

West Palm Beach Alternates:

Christina Lambert, Commissioner

Shalonda Warren, Commissioner

Steven Braun, District 4 Secretary

Florida Department of Transportation

Non-Voting Advisor



PALM BEACH Transportation Planning Agency

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

May 22, 2025

301 Datura Street, West Palm Beach, FL 33401

These minutes are a summary of the meeting events and may not reflect all the 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 9:35 a.m.

The Recording Secretary called the roll.

Member	Attendance	Member	Attendance	Member	Attendance
Steve Wilson	P	Christopher McVoy	P	Bruce Guyton	A
Andy Thomson (Alt)	P	Joni Brinkman	P	Jeff Hmara	P
Fran Nachlas	P	Deandre Poole	P	Michael Napoleone	P
Aimee Kelley	P	Gregg Weiss	P	Christy Fox	A
Rob Long	P	Marci Woodward	P	Joseph Peduzzi	P
Suzy Diaz	P	Sara Baxter	P	Maria Marino	P
Jim Kuretski	P	Joel Flores	P	Chelsea Reed	P

P = Present A = Absent

A quorum was present in-person.

1.B. Pledge of Allegiance

CHAIR REED led the Pledge of Allegiance.

1.C. Modifications to the Agenda

There were no modifications to the agenda.

MOTION to approve the agenda made by Maria Marino, seconded by Sara Baxter, and carried unanimously 19-0 as depicted in the table below.

Member	Vote	Member	Vote	Member	Vote
Steve Wilson	Y	Christopher McVoy	Y	Bruce Guyton	A
Andy Thomson (Alt)	Y	Joni Brinkman	Y	Jeff Hmara	Y
Fran Nachlas	Y	Deandre Poole	Y	Michael Napoleone	Y
Aimee Kelley	Y	Gregg Weiss	Y	Christy Fox	A
Rob Long	Y	Marci Woodward	Y	Joseph Peduzzi	Y
Suzy Diaz	Y	Sara Baxter	Y	Maria Marino	Y
Jim Kuretski	Y	Joel Flores	Y	Chelsea Reed	Y

Y = Yes N = No A = Absent

1.D. General Public Comments

There were no public comments received.

1.E. Comments from the Chair and Member Comments

CHAIR REED reported that she and TPA Executive Director Valerie Neilson attended the SEFTC meeting, where the Draft 2050 Regional Transportation Plan was presented and is scheduled for adoption in June. They also participated in the MPOAC meeting in Tallahassee and met with state leaders to explore collaboration opportunities. Additionally, she highlighted the TPA's participation in a Bike Immersion program focused on best practices for creating safe, connected bicycle networks.

JIM KURETSKI acknowledged FDOT for opening four lanes on the Jupiter Bridge and noted a recent e-bicycle fatality in the Town of Jupiter.

DEANDRE POOLE thanked staff for organizing the recent mobile tours to the Port of Palm Beach and PortMiami, noting the value of seeing the improvements firsthand and receiving project updates.

YVETTE DRUCKER shared updates on the City of Boca Raton's plans for vertiports, an autonomous shuttle pilot, and a recently approved Tri-Rail station project focused on transit-oriented and affordable housing.

FRAN NACHLAS reported that the City of Boca Raton recently held a successful bike rodeo event.

STEVE WILSON expressed appreciation for the visible progress on the SR-80 lighting project currently underway.

Bruce Guyton joined the meeting at 9:52 am.

JEFF HMARA referenced a recent newspaper article that discussed commuting patterns and transportation challenges in various regions of Palm Beach County.

1.F. Board Member Photo

TPA Governing Board Members paused the meeting briefly to take a group photo.

1.G. Active People, Healthy Nation Proclamation

CHAIR REED expressed the Board's support for the Active People, Healthy Nation Initiative, a national effort led by the Centers for Disease Control and Prevention (CDC), and thanked Deputy Mayor Nachlas for bringing the initiative to TPA's attention.

1.H. Executive Director's Report

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

VALERIE NEILSON invited Ivan Maldonado from Palm Tran to provide a partner update.

IVAN MALDONADO provided an update on "The Wave" streetcar project.

1.I. APPROVED Consent Agenda Items

1. Governing Board Meeting Minutes for February 20, 2025
2. Appointment to the Transportation Disadvantaged Local Coordinating Board (TD LCB) through May 2028
 - a. Ron Jones, Mass/Public Transit Industry Representative
 - b. Ivan Maldonado, Mass/Public Transit Industry Alternate
 - c. Jerome Hill, Florida Agency for Health Care Administration Representative
 - d. Marielisa Amador, Florida Agency for Health Care Administration Alternate

- e. Arielle Richardson, Private Transportation Industry Representative
- 3. Reappointment to the Transportation Disadvantaged Local Coordinating Board (TD LCB) through May 2028
 - a. Michael Corbit, Workforce Development Board Representative
- 4. Appointment to the Technical Advisory Committee (TAC) through May 2028
 - a. Christopher Walker, Palm Tran Representative
 - b. Jessica Vargas, South Florida Regional Transportation Authority Alternate
- 5. Appointment to the Citizens Advisory Committee (CAC)
 - a. Michael Cuevas, City of West Palm Beach Representative
 - b. James Lafferty, Village of Royal Palm Beach Representative
 - c. Lauren Steif, Palm Beach County District 6 Representative
- 6. Appointment to the Vision Zero Advisory Committee (VZAC)
 - a. Farah Tekbali, Palm Tran Representative
 - b. Simone Marseille, Palm Beach County School Board Representative
 - c. Evan Frost, Palm Beach County Parks and Recreation Alternate
- 7. Operating Procedures Amendment

Resolution amending the TPA Operating Procedures to revise committee roles.

MOTION to approve the Consent Agenda made by Maria Marino, seconded by Fran Nachlas, and carried unanimously 20-0 as depicted in the table below.

Member	Vote	Member	Vote	Member	Vote
Member	Vote	Member	Vote	Member	Vote
Steve Wilson	Y	Christopher McVoy	Y	Bruce Guyton	Y
Andy Thomson (Alt)	Y	Joni Brinkman	Y	Jeff Hmara	Y
Fran Nachlas	Y	Deandre Poole	Y	Michael Napoleone	Y
Aimee Kelley	Y	Gregg Weiss	Y	Christy Fox	A
Rob Long	Y	Marci Woodward	Y	Joseph Peduzzi	Y
Suzy Diaz	Y	Sara Baxter	Y	Maria Marino	Y

Y = Yes N = No A = Absent

2. ACTION ITEMS

There are no action items on this agenda.

3. INFORMATION ITEMS

3.A. DISCUSSED: Draft Fiscal Year (FY) 2026-2030 Transportation Improvement Program (TIP)

ANDREW UHLIR, Deputy Director of Programs, provided a presentation.

JIM KURETSKI asked staff to confirm whether the TIP performance metrics had changed. He also noted that transit safety data was provided only for Palm Tran and asked if similar data should be included for Tri-Rail and Brightline. Additionally, he emphasized the need to include ad valorem tax information.

CHAIR REED stated that the MPO is a federally mandated agency tasked with adopting transportation plans per federal and state requirements. She clarified that locally funded projects were included for informational purposes only and do not indicate formal approval.

noted that the MPO is a federally mandated agency responsible for adopting state and federally funded transportation plans, but observed that local projects are currently being listed for educational purposes rather than being formally approved.

JIM KURETSKI expressed appreciation for the list of projects but expressed concern that even priority projects may still have to wait as much as 10 years before implementation.

3.B. DISCUSSED: Palm Beach Tourism Update

GUSTAV WEIBULL, Senior Vice President of Business Intelligence Strategy and Destination Development, provided an update on tourism and the upcoming Palm Beach County Tourism Master Plan.

MARIA MARINO thanked the presenters and requested to be involved in the master plan's development.

JOEL FLORES asked for clarification on potential risks to bed tax revenues due to recent state legislative changes and their impact on funding.

GUSTAV WEIBULL explained that revenues could be reduced or redirected, which may affect tourism-related investments.

3.C. DISCUSSED: Partner Agency Updates

There were no partner agency updates.

4. ADMINISTRATIVE ITEMS

4.A. Routine TPA Reports

- A. FDOT Scheduling Report – May 2025
- B. Public Involvement Activity Report – February, March, April 2025
- C. Next Meeting – **June 26, 2025**
- D. Adjournment

There being no further business, the Chair declared the meeting adjourned at 11:12 a.m.

This signature is to attest that the undersigned is the Chair, or a designated nominee, of the TPA Governing Board and that the information provided herein is the true and correct Minutes for the May 22, 2025, meeting of the Board dated June 26, 2025.

Chair Chelsea Reed, Palm Beach Gardens Councilmember

EXHIBIT A

Transportation Planning Agency Governing Board

Representative Alternate(s) Local Government	Jun '24	Jul '24	Aug '24	Sep '24	Oct '24	Nov '24	Dec '24	Jan '25	Feb '25	Mar '25	Apr '25	May '25
Chelsea Reed, Councilmember CHAIR Marcie Tinsley, Vice Mayor City of Palm Beach Gardens	P	P	NO MEETING HELD – SCHEDULED BREAK	P	P	NO MEETING HELD – SCHEDULED BREAK	P	NO MEETING HELD – SCHEDULED BREAK	P	NO MEETING HELD – SCHEDULED BREAK	NO MEETING HELD – SCHEDULED BREAK	P
Maria Marino, Vice Mayor VICE CHAIR – District 1 Palm Beach County	P	P		E	P		P		P			P
Steve Wilson, Mayor City of Belle Glade	P	P		A	P		P		P			
Yvette Drucker, Council Member City of Boca Raton	P	P		P	P		P		ALT			P
Fran Nachlas, Deputy Mayor Andy Thomson, Council Member Marc Widger, Council Member City of Boca Raton	P	ALT		P	P		P		P			P
Aimee Kelly, Commissioner Angela Cruz, Commissioner City of Boynton Beach	P	P		P	E		E		P			P
Rob Long, Vice-Mayor Thomas Markert, Commissioner City of Delray Beach	P	P		P	P		E		P			P
Suzy Diaz, Deputy Mayor Judith Dugo, Councilmember City of Greenacres	P	P		A	A		P		E			P
Jim Kuretski, Mayor Ron Delaney, Councilor Town of Jupiter	E	P		P	P		P		P			P
Christopher McVoy, Commissioner Mimi May, Commissioner City of Lake Worth Beach	P	ALT		P	P		A		P			P
Joni Brinkman, Council Member Kim Schmitz, Vice Mayor Village of Palm Springs	P	P		P	E		P		ALT			P
Joel Flores, Commissioner – District 3 Palm Beach County	-	-		-	-		P		P			P
Sara Baxter, Vice Mayor – District 6 Palm Beach County	P	P		P	P		P		P			P
Gregg Weiss, Commissioner – District 2 Palm Beach County	P	P		E	P		P		P			P

Representative Alternate(s) Local Government	Jun '24	Jul '24	Aug '24	Sep '24	Oct '24	Nov '24	Dec '24	Jan '25	Feb '25	Mar '25	Apr '25	May '25
Marci Woodward, Commissioner – District 4 Maria Sachs, Mayor – District 5 Bobby Powell, Commissioner – District 7 Palm Beach County	P	P		P	P		P		P			P
Deandre Poole, Commissioner Varisa Lall Dass, Commissioner Port of Palm Beach	P	P		P	P		P		P			P
Bruce Guyton, Council Member Glen Spiritis, Council Member City of Riviera Beach	P	P		P	P		P		P			P
Jeff Hmara, Mayor Richard Valuntas, Vice Mayor Village of Royal Palm Beach	P	P		ALT	E		P		P			P
Michael Napoleone, Mayor John McGovern, Vice Mayor Village of Wellington	P	P		P	P		P		P			P
Christy Fox, Commissioner City of West Palm Beach	P	P		P	P		P		P			E
Joseph Peduzzi, Commissioner Shalonda Warren, Commissioner Christina Lambert, Commissioner City of West Palm Beach	P	P		P	ALT		ALT		E			P

Attendance Record

** New Appointment

P - Representative Present

ALT- Alternate Present

E - Excused

A - Absent

OTHERS PRESENT

Valerie Neilson
 Andrew Uhlir
 Brian Ruscher
 Melissa Eble
 Ruth Del Pino
 Ivan Maldonado
 James Brown
 Scott Peterson
 Tony Norat
 Kayla West
 DD Halpern
 Ashlie Arones
 Sergio Piedra
 Gustav Weibull

REPRESENTING

Palm Beach TPA
 Palm Beach TPA
 Palm Beach TPA
 Palm Beach TPA
 Palm Beach TPA
 Palm Tran
 FDOT
 FDOT
 FDOT
 FDOT
 Town of Juno Beach
 Health Care District of Palm Beach County
 Discover the Palm Beaches
 Discover the Palm Beaches

From: Evans, Scott <sevans@rivierabeach.org>
Sent: Thursday, June 5, 2025 3:57 PM
To: Sonide Simon <ssimon@rivierabeach.org>
Cc: Sirmons, Clarence <CSirmons@rivierabeach.org>
Subject: RE: Before I send info for board appointment.

Good Afternoon, please accept this request for Principal Planner, Sonide Simon to join the Vision Zero Advisory Committee. Sonide is responsible for managing long-range planning for the Riviera Beach Department of Development Services.
Please let me know if any additional information is required.

Scott Evans, AICP | Assistant Director
City of Riviera Beach | Development Services Department
600 W. Blue Heron Blvd | Riviera Beach, FL 33404
Office: (561) 845-4060
Email: sevans@rivierabeach.org
<https://www.rivierabch.com>



Sonide Simon

108 Timber Run West Riviera Beach, FL 33407 | ssimon@rivierabeach.org | (813) 550-7849

PROFESSIONAL SUMMARY

- **Over 15 years** of experience in researching and developing public policy.
- **Over 13 years** of experience as an educator and planner with expertise in participative approaches.
- **More than 10 years** of experience in project management including designing, budgeting, and implementation.
- **Published** "*Really involving Stakeholders in Planning*" Blue Space Caribbean Planners 2017 "Human Trafficking and Florida Law Enforcement", Journal article in 2009, as a Research Fellow for Florida Department of Law Enforcement. Used for passage House Bill 167.
- **Proficient** in Microsoft Office, SPSS, Adobe Acrobat, ArcGIS and Google Earth Pro.
- **Affiliation:** President of Friends of PROFAMIL Haiti, Secretary of Vincentian Family Haiti Initiative Board, Member of American Planning Association and Caribbean Planning Association; Planning Advisor for Community 2 Community.
- **Foreign Languages:** Fluent in Haitian Creole

RELEVANT EXPERIENCE

Principal Planner Long Range Planning

City of Riviera Beach, Florida

January 2023- Present

- Project manager for Comprehensive Plan Update 2040 which includes managing consulting team, guiding the engagement process, developing communication, managing and engaging the staff steering committee, and facilitate workshops and presentations to decision makers.
- Developed the City's Housing Action plan and served as the lead for Palm Beach County Housing For All Riviera Beach Pilot.
- Project manager for the development and implementation of Arts in Public Places plan and Advisory groups.
- Review and assist in the process of Land Use Amendments, Rezoning, and Site Plan review.
- Project leader for Safe Streets for All Action Plan.

Long Range Planner II

Pasco County Board of County Commission, New Port Richey, FL

March 2019- January 2023

- Project Manager for the Lacoochee Small Area Plan which included active community engagement and outreach, organizing three large workshops, managing project website, and reporting findings to the board.
- Created the participation plan and material for the County's Land Development Code revision and Comprehensive Plan update.
- Community outreach coordinator developing better practices for County's approach to community planning, public outreach program, and participation policies.
- Developed and implementing interdepartmental strategies to increase and expedite affordable housing and missing middle housing product development.
- Served as Food Policy Advisory Committee staff liaison addressing food security, business and resilience.
- Preservation program developer, identifying, evaluating, and protecting Historic and archeological site.
- Served as liaison for Blueways and Greenways Plan.

Planning Consultant

Regenerating Roots, LLC, Tampa, FL

- Client: Akoma Holdings, Nova Scotia, Canada October 2021- May 2022
 - Established community engagement strategy and communications plan for the identification of Nova Scotian Africentric informed design guidelines for the Akoma Village informed by interviews, focus groups, site tours, case studies and principles and Africentric ideology and practice.
 - Developed the Outreach and Engagement Plan Guide and toolkit which includes, stakeholder analysis/ mapping, guiding principles, and detailed participation methods.

Sonide Simon

108 Timber Run West Riviera Beach, FL 33407 | ssimon@rivierabeach.org | (813) 550-7849

-
- Client: Private Party January 2021-March 2021
 - Revised draft Boston Planning & Development Agency procurement process and procedures to increase opportunities for diversity, equity and inclusion.
 - Client: The Nature Conservancy, Cap Haitien, Haiti May 2016 - September 2018
 - Conducted 3 annual rapid socioeconomic assessments of Caribbean Region Marine Biodiversity USAID funded project by conducting key informant interviews and summarizing findings.
 - Organized and facilitated 3 stakeholder workshops and meetings with over 150 residents and local government officials and Dominican boarder stakeholders to collect, compile, and analyze data for Three Bay National Park Conservation Management Plan.
 - Facilitated national government officials' workshop to review and inspect proposed coastal zoning plans for implementation.

Community Development and Special Events Coordinator

September 2017- August 2019

Vincentian Family Haiti Initiative, La Hoye, Plateau Central Haiti

- Conducted field studies and visioning workshops and focus groups to develop community resilience plan in collaboration with officials and community leaders.
- Established school network with nine local schools to coordinate educational efforts to improve the quality of education in the region through resource sharing, educational workshops, and leadership and teacher trainings.

Community Planner

October 2011 - May 2016

Société d'Aménagement et de Développement, Pétion-ville, Haiti

- Facilitated local emergency management leaders' workshop to create an emergency evacuation and recovery plan and training with Florida State University Department Emergency Management and Homeland Security team.
- Facilitated year-round community forums, workshops, and trainings gathering community input for The Nature Conservancy's marine spatial planning and conservation program.
- Coordinated and conducted community forums to determine the assets and needs of a squatter village population of 150,000, which led to a community driven upgrading plan (funded by a \$14 million USAID grant).
- Developed and coordinated three local area plans with local government officials in Nippes, Sud, and Ile a Vache in coordination with Ministry of Tourism (Haiti) and l'Unité de construction et de Logement des Bâtiments (UCLBP).

EDUCATION

Florida State University, Tallahassee, FL

August 2009

- Masters of Science in Planning, Department of Urban and Regional
- Planning Masters of Public Administration, School of Public Administration & Policy

University of Central Florida, Orlando, FL

May 2006

- Bachelors of Arts, Sociology, Cum Laude
 - Alpha Kappa Delta Sociology Honor Society

TPA RESOLUTION 2025-04

A RESOLUTION APPROVING THE TREASURE COAST REGIONAL PLANNING COUNCIL (TCRPC) INTERLOCAL AGREEMENT FOR GENERAL PLANNING CONSULTANT SERVICES

WHEREAS, the TPA's mission is to collaboratively plan, prioritize and fund the transportation system in Palm Beach County; and

WHEREAS, the TPA warrants to the TCRPC that it is a duly organized legal entity pursuant to Florida law able to enter into this Agreement; and

WHEREAS, the TCRPC was created by and operates pursuant to the Florida Regional Planning Council Act, Sections 186.501 *et seq.*, and in particular Section 186.504(6), Florida Statutes; and

WHEREAS, the TCRPC warrants to the TPA that it is a duly organized legal entity pursuant to Florida law able to enter into this Agreement; and

WHEREAS, the TPA's vision is a safe, efficient, and connected multimodal transportation system; and

WHEREAS, the TPA has requested the services of the TCRPC to assist the TPA in conducting transportation planning tasks that support the TPA's mission and advance the TPA's Vision; and

WHEREAS, the TPA desires to enter into an Interlocal Agreement with the TCRPC (hereinafter referred to as the "Agreement") for implementation activities related to the TPA's Unified Planning Work Program, Strategic Plan, Vision Zero Action Plan, Transportation Improvement Program, and Long- Range Transportation Plan in an amount not to exceed \$450,000; and

WHEREAS, the Agreement covers the term of July 1, 2025 to June 30, 2028; and

WHEREAS, the Agreement includes the option to extend the services for two (2) additional one (1) year periods as deemed appropriate by the TPA with a maximum amount of funding of \$150,000 per year; and

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

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

SECTION 2. The TPA Governing Board hereby approves the Agreement with the TCRPC.

SECTION 3. The Executive Director is authorized to execute the agreement, extensions, and any related documents necessary to implement the agreement on behalf of the TPA.

SECTION 4. 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 26th day of June 2025.

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

By: _____
Chelsea Reed, TPA Chair

ATTEST:
SUFFICIENCY

APPROVED AS TO FORM AND LEGAL

Ruth Del Pino, TPA Agency Clerk

Milton Collins, TPA General Counsel

THIS INSTRUMENT RETURN TO:
Ruth DelPino, Executive Administrator
Palm Beach TPA
301 Datura Street
West Palm Beach, FL 33401

**INTERLOCAL AGREEMENT
FOR TRANSPORTATION PLANNING SERVICES
BETWEEN THE PALM BEACH TRANSPORTATION PLANNING AGENCY
AND TREASURE COAST REGIONAL PLANNING COUNCIL**

This Interlocal Agreement is made as of this ____ day of _____, 2025, by and between the Palm Beach Metropolitan Planning Organization d/b/a the Palm Beach Transportation Planning Agency, an entity created pursuant to the provisions of Chapters 163 and 339, Florida Statutes, (hereinafter referred to as "TPA") and the Treasure Coast Regional Planning Council, an entity created pursuant to the provisions of Chapter 186, Florida Statutes, (hereinafter referred to as the "RPC").

WITNESSETH

WHEREAS, the TPA was created by and operates pursuant to Section 339.175, Florida Statutes, and the Interlocal Agreement for Creation of the Metropolitan Planning Organization, recorded on October 26, 2015, in Official Records Book 27885, Page 1538, Public Records of Palm Beach County, Florida; and

WHEREAS, the TPA warrants to the RPC that it is a duly organized legal entity pursuant to Florida law able to enter into this Agreement; and

WHEREAS, the RPC was created by and operates pursuant to the Florida Regional Planning Council Act, Sections 186.501 *et seq.*, and in particular Section 186.504(6), Florida Statutes; and

WHEREAS, the RPC warrants to the TPA that it is a duly organized legal entity pursuant to Florida law able to enter into this Agreement; and

WHEREAS, the TPA's mission is to collaboratively plan, prioritize and fund the transportation system in Palm Beach County; and

WHEREAS, the TPA's vision is a safe, efficient, and connected multimodal transportation system; and

WHEREAS, the TPA has requested the services of the RPC to assist the TPA in conducting transportation planning tasks that support the TPA's mission and advance the TPA's Vision, as more specifically described in the Scope of Services (also referred to as the "Scope" or "Work") attached hereto as Exhibit "A" and incorporated into and made a part of this Agreement; and

WHEREAS the primary focus will be implementation activities related to the TPA's Unified Planning Work Program, Strategic Plan, Vision Zero Action Plan, Transportation Improvement Program, and Long- Range Transportation Plan.

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

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

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

Section 3. **Representatives.** The TPA's representative during the performance of this Agreement is the Executive Director of the TPA, and the RPC’s representative during the performance of this Agreement is the Executive Director of the RPC.

Section 4. **Effective Date, Term, and Renewal.** The Agreement shall take effect upon July 1, 2025, and shall remain in full force and effect for a period of three (3) years, expiring on June 30, 2028. The RPC hereby grants to the TPA the option to extend the term of this Agreement for two (2) additional years or two (2) additional one (1) year periods. If the TPA elects to exercise this option(s), the TPA will notify the RPC of its election at least fifteen (15) days prior to the expiration of the current term of the Agreement.

Section 5. **Services.**

A. All services will be obtained by the TPA, through the TPA’s Contract Representative, by use of separate Work Orders issued after consultation and discussion with the RPC. Each Work Order issued will further define the services and corresponding deliverables to be provided by the RPC, the timeline for the expected delivery date of the deliverables, deadline for completion of the Work Order, and the negotiated fee to be paid to the RPC for the provision of the Work Order deliverables. The parties acknowledge that the Scope of Services described in Exhibit “A” may be further refined through the work order process, and the final determination of all deliverables to be ordered and the cost of such services, is vested in the TPA. The RPC shall not commence any work under any Work Order until after the TPA’s Contract Representative issues an executed Work Order.

B. Upon the request of the TPA, the RPC representatives will meet with the TPA’s staff, officials, members of the public, and participate in meetings of the TPA’s Board at the times and places required by the TPA to discuss the status and outcome of the task(s), Work or Scope, as well as the need for revision to a particular task(s) or the performance of additional work. Such meeting(s) and public participation activities shall be a part of the cost for deliverables established for each Work Order, and no additional compensation will be due to the RPC for these activities.

C. The RPC shall comply with all laws, ordinances, and regulations applicable to the Work contemplated under this Agreement.

Section 6. **Payments.**

A. The maximum amount to be paid by the TPA to the RPC under this Agreement is Four Hundred Fifty Thousand Dollars (\$450,000), including all out-of-pocket or reimbursable expenses. If the TPA exercises the option to extend the agreement, the maximum amount

increases by One Hundred Fifty Thousand Dollars (\$150,000) per year extended. The TPA anticipates that funds will be allocated and distributed for each year of the Agreement as follows:

FY 2026	\$150,000.00
FY 2027	\$150,000.00
FY 2028	\$150,000.00
FY 2029*	\$150,000.00*
FY 2030*	\$150,000.00*

*Only applicable if the TPA exercises the option to extend the agreement.

B. The RPC will bill the TPA on a deliverable completion basis for work completed and approved by the TPA. The RPC's charges for all work provided under any Work Order issued by the TPA shall not exceed the hourly rates set forth in the Hourly Rate Schedule attached as Exhibit "B" (containing the final loaded rate for billing purposes for the RPC staff classifications that will perform services under this Agreement), which Exhibit "B" is hereby incorporated into this Agreement and made a part hereof. The parties agree that annual increases to said hourly unloaded rates shall not exceed 3% (three percent), unless increased for good cause established by the RPC 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 RPC and accepted by the TPA's Executive Director. Loaded hourly rates for services to be performed by personnel not directly employed by the RPC shall be established within the Work Order for an individual task. 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.

C. Invoices received from the RPC 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 emailed to the TPA Finance Department (finance@palmbeachtpa.org) 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 Unified Planning Work Program (UPWP), 23 CFR 450.314 and Section 339.175, F.S. Invoices shall cite the contract number and shall contain an original signature of an authorized RPC official. Invoices will normally be paid within thirty (30) days following the TPA representative's approval. Payments will be remitted to the RPC at the address set forth in Section 36 of this Agreement or such other address as is designated in writing by the RPC to the TPA.

D. In order for each party to close its books and records, the RPC 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 RPC. 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 Joint Planning Agreement ("JPA") with the Florida Department of Transportation ("FDOT").

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

- A. FDOT 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 8. Reports and Ownership of Documents. All written information associated with this Agreement shall be considered a Public Record open to public inspection subject to the provisions of Chapter 119, Florida Statutes, unless otherwise determined to be 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, 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 RPC or the TPA ("Public Record" or "Public Records"), shall be the shared property of the TPA, RPC, and any agencies that have provided funding but may be reused by the TPA and the RPC.

- A. The RPC 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 the RPC 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. RPC acknowledges that it is subject to Florida's Public Records Law and agrees that it shall comply with the requirements of said law. The RPC further agrees that the TPA may unilaterally terminate this Agreement (and such termination will be for cause) if RPC refuses to produce or to allow public access to any non-exempt or non-confidential Public Records in accordance with federal law or Chapter 119, Florida Statutes, or does not produce or allow access within a reasonable period of time after a request for Public Records has been

received. The RPC agrees that it shall not initiate or take any action against the TPA, if the TPA terminates this Agreement because of the RPC's failure to comply with Florida's Public Records Law. Refusal of the RPC to allow public access to non-exempt or non-confidential Public Records shall not constitute ground(s) for unilateral cancellation of this Agreement by the TPA, if the withheld Public Record 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 RPC, 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 RPC agrees to keep and maintain Public Records in the RPC's possession or control in connection with their performance under this Agreement. The RPC additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. The RPC 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 RPC 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 RPC must be retained for a period of five (5) years or such a 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 RPC related to this Agreement shall be delivered by the RPC to the TPA, at no cost to the TPA, within forty-five (45) days (unless the TPA advises the RPC that it already has copies of those Public Records). Unless the TPA advises the RPC that it already has copies of those Public Records, copies of all such records stored electronically by the RPC 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 RPC 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.

**Section 119.0701(2)(a), Florida Statutes, provides that
IF THE CONTRACTOR OR THE RPC HAS QUESTIONS REGARDING THE APPLICATION
OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE
PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF
PUBLIC RECORDS.**

**Custodian of Records: Ruth DePino
Mailing address: Palm Beach Transportation Planning Agency,
301 Datura Street, West Palm Beach, Florida 33401.**

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

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

Section 9. Access and Audits.

A. The RPC 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 RPC shall maintain such records until notified by the TPA that the litigation or claims have been concluded and resolved. The RPC shall maintain all records in Martin County or such other location in the State of Florida approved by the TPA's Contract Representative.

B. The RPC 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 U.S. Department of Transportation ("U.S. DOT") Federal Transit Administration ("FTA") Administrator or the U.S. DOT or their authorized employees and representatives, and any agency thereof, shall have access to and the RPC 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 RPC's place of business.

Section 10. 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 RPC 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 11. No Agency Relationship. Nothing contained in this Agreement or in any contract of the RPC's shall create an agency relationship between the TPA and the RPC. 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, Florida Statutes.

Section 12. FDOT Funded Project.

A. This Agreement is funded in whole or in part with funds received from FDOT by the TPA. The expenditure of such funds is subject to the terms and conditions of any agreement between the TPA and the FDOT providing funding for this Agreement. The RPC 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 RPC will proceed in good faith to remedy any deficiency or violation found by the TPA as soon as practicable upon notice of such from the TPA, or alternatively, and in addition to any other right to terminate this Agreement, the RPC may terminate this Agreement by providing written notice to the TPA. In the event of termination, the RPC 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 RPC 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 RPC to violate any federal, state or local law or regulation, the RPC will at once notify the TPA in writing of the appropriate changes and modifications that are necessary to enable it to go forward with the Work in compliance with law.

Section 13. Termination. This Agreement may be terminated by the RPC 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 RPC, and without cause and for the convenience of the TPA upon five (5) days written notice to the RPC. 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 RPC at its address set forth in this Agreement or other address designated in writing by the RPC in a notice to the TPA. The RPC 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 RPC shall be paid for services rendered to the TPA's satisfaction through the date of termination except, if the RPC is in default, the TPA shall have a right to deduct the amount that would otherwise be payable to the RPC to compensate the TPA for any actual damages suffered because of the RPC default(s). After receiving a Termination Notice from the TPA, except as otherwise directed by the TPA, the RPC 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 RPC has obtained the TPA's agreement that such must be completed.

C. Terminate and settle all orders and subcontracts relating to the performance of the terminated Work.

D. Transfer all Work in process, completed Work, and other materials related to the terminated Work to the TPA.

E. Continue and complete all parts of the Work that have not been terminated and prepare all necessary reports and documents required under the terms of this Agreement, up to the date of termination, as requested by the TPA's Contract Representative.

Section 14. Claims/Damages. The TPA and the RPC each acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes, Section 768.28, 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 RPC 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 RPC agrees

that neither the TPA nor the 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, RPC 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 RPC, its officers, employees, and agents, in the performance of this Agreement, except that the RPC 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 RPC 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, Florida Statutes, and as a minimum, the RPC and the TPA agree that the limits of insurance coverage which the RPC is to procure and maintain through the term of this Agreement, on behalf of itself, (or cause to be procured and maintained by any RPC sub-contractor) the following coverages:

1. Commercial General Liability. During the term of this Agreement, the RPC, 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 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. The RPC shall maintain Workers' Compensation Insurance and any other insurance as required by Florida Statutes. The Workers' Compensation insurance shall extend to all employees of the RPC and, if required by law, shall also extend to volunteers of the RPC.

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

B. Evidence of Insurance. Prior to the RPC 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 RPC, 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 RPC 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 RPC fails to at all or any times to maintain adequate insurance as required herein, the TPA may, but shall not be obligated to obtain insurance to satisfy this Section 15. The declaration page or policy shall list the "Palm Beach Metropolitan Planning Organization, d/b/a the "Palm Beach Transportation Planning Agency", as the named "additional insured." The RPC's failure to provide evidence of coverage prior to the time the RPC is to commence performance shall be grounds for the TPA's cancellation or termination of this Agreement. If the RPC 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 RPC's insurance coverage.

C. When obtaining new insurance, the RPC 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 RPC 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 RPC 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 RPC at its sole cost and expense, shall procure and at all times maintain the insurance specified in this Section 15. In addition, the RPC shall ensure that their subcontractors, and any other contractors in privity with the RPC 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 RPC and the TPA not less than thirty (30) 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 RPC 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 RPC shall be solely responsible for all deductibles and retentions contained in its policies.
5. The TPA will be included as an "Additional Insured" on the Commercial General Liability including any Umbrella Liability policies. The RPC'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 RPC 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 RPC 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 RPC 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 section 15 may be reviewed periodically by the TPA in its reasonable discretion. The TPA may request a change in the insurance coverage, if it is commercially reasonable; provided, that such coverage is available at commercially reasonable rates.
2. The RPC has the right to contest the request for a change in insurance, but such contest must be commercially reasonable.

H. TPA right to procure insurance. If the RPC 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 RPC'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 RPC, until the RPC pays any insurance premiums due or paid for by the TPA. Such amounts shall be paid by the RPC 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 RPC 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 RPC warrants that all professional services shall be performed by skilled and competent personnel to the highest professional standards in the field.

A. The RPC represents that it has, or will secure at its own expense, all necessary personnel

required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the TPA nor shall they be considered as joint employees or volunteers of the TPA.

B. All of the services required hereunder shall be performed by the RPC 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, RPC 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 RPC 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. 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 RPC's employees and the employees of the RPC's subcontractors, performing Work pursuant to this Agreement. In addition, effective January 1, 2021, Florida law requires that the e-verify system be used by the RPC. See Cs/CS/CS/SB 664 (2020 Florida Legislature). Accordingly, the RPC 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 RPC 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 RPC acknowledges that the TPA has received and will seek funds from the FDOT, and that such funds may be used to pay RPC for the services it provides under this Agreement. The RPC 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 RPC 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 20. Title VI – Nondiscrimination Policy Statement. During the performance of this Agreement, the RPC agrees for itself, its assignees and successors in interest as follows:

A. Compliance with Regulations: The RPC shall comply with the nondiscrimination regulations applicable to federally assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") set forth at 49 CFR Part 21, as they may be amended from time to time (referred to hereinafter as the "Regulations"). Said Regulations are hereby incorporated into and made a part of this Agreement by reference.

B. Nondiscrimination: The RPC, with regard to the work performed during this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or

family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The RPC shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21, as they may be amended from time to time, of the Regulations, including employment practices if this Agreement covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the RPC, 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 RPC of the RPC'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 RPC shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration (FTA), Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the RPC is in the exclusive possession of another who fails or refuses to furnish this information, the RPC shall so certify to the Florida Department of Transportation, the Federal Highway Administration, the Federal Transit Administration, the Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the RPC's noncompliance with the nondiscrimination provisions of this Agreement, the Florida Department of Transportation shall impose contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, the Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

1. Withholding payments to the RPC until the RPC complies; and/or
2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: The RPC 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 RPC shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, the Federal Transit Administration, the Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the RPC becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the RPC may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the RPC may request the United States to enter into such litigation to protect the interests of the United States.

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

Section 21. **Conflict of Interest.**

A. The RPC represents that it presently has no interest and shall acquire no interest which would conflict in any manner with the performance or services required hereunder, as contemplated by, and as provided for in Section 112.311, Florida Statutes. The RPC further represents that no person having any such interest shall be employed to assist in the performance of this Agreement.

B. The RPC 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 RPC'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 RPC 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 RPC. The TPA may notify the RPC of its opinion as to whether a conflict exists under the circumstances identified by the RPC. If, in the opinion of the TPA, after consultation and discussion with the RPC, the prospective business association, interest or circumstance would constitute a conflict of interest by the RPC, then the RPC shall immediately act to resolve or remedy the conflict. If the RPC shall fail to do so, the TPA may terminate this Agreement for cause.

C. The RPC 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 RPC 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 RPC 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 22. Independent Contractor Relationship. The RPC 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 RPC's sole direction, supervision, and control. The RPC shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects, the RPC's 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 RPC does not have the power or authority to bind the TPA in any promise, agreement, or representation.

Section 23. Assignment. Neither this Agreement nor any interest herein shall be assigned, subcontracted, conveyed, transferred, or otherwise encumbered, in whole or in part, by the RPC 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 24. Contingent Fees. The RPC warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the RPC, 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 RPC, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Section 25. 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 RPC 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 RPC 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 RPC 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 RPC 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 RPC may not expend any funds received under this Agreement for lobbying the

Florida Legislature or any agency of the State.

Section 26. **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 RPC and a part of this Agreement by this reference. The RPC shall perform the duties and obligations described in Exhibit "C" and shall complete the representations and provide any information required therein.

Section 27. **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 RPC or the TPA shall have any rights in this Agreement or any remedy against either the RPC 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 RPC to the TPA hereunder.

Section 28. **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 29. **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 30. **Captions.** The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 31. **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 32. **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 33. **Entirety of Agreement and Modifications.** The TPA and the RPC 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 34. **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 35. **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: Executive Director
Palm Beach Transportation Planning Agency
301 Datura Street
West Palm Beach, FL 33401

If to the RPC: Executive Director
Treasure Coast Regional Planning Council
421 SW Camden Avenue
Stuart, FL 34994

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

D. 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; however, the change is not effective until the change notice is actually received by the other party.

E. 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.

F. Relay of Official Notices and Communications. If the RPC 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 36. 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 RPC.

Section 37. Employment and Prohibited Interests. The RPC shall not engage the services of any

person or persons now employed by the TPA, including any department, agency, board, or commission thereof, to provide services relating to this Agreement without written consent from the TPA. No member, officer, or employee of the TPA either during his tenure or for one year thereafter shall have any interests, direct or indirect, in this contract or the proceeds thereof.

Section 38. **No Government Obligation to Third Parties.** The RPC agrees, that absent express written consent of the Federal Government or the FDOT, that the Federal Government and the FDOT is not a party to the Agreement 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 Agreement or purchase order. The RPC agree to include a similar provision in each subcontract financed in whole or in part with federal assistance provided by the TPA.

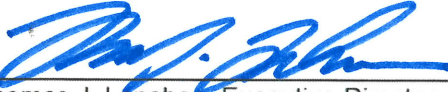
Section 39. **Effectiveness of Agreement.** Notwithstanding any other provisions of this Agreement, this Agreement shall not become effective until the Agreement is filed with the Clerk of the Court of Martin County, Florida, and the Clerk of Court of Palm Beach County, Florida, and recorded in the Official Public Records of both counties. See Section 163.01(11), Fla. Stat.

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IN WITNESS WHEREOF, the Palm Beach TPA and the Treasure Coast Regional Planning Council have hereunto set their hands to this Agreement on this _____ day of _____, 2025.

RPC

Treasure Coast Regional
Planning Council

By: 
Thomas J. Lanahan, Executive Director


Date: June 6, 2025

ATTEST FOR RPC:



Phyllis Castro, Accounting Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY



Keith Davis
TCRPC General Counsel

TPA

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

By: _____
Councilmember Chelsea Reed, Chair

Date: _____

ATTEST FOR TPA:

Ruth DelPino, TPA Executive Administrator

APPROVED AS TO TERMS AND
CONDITIONS

Valerie Neilson, AICP
TPA Executive Director

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Milton R. Collins, Esq.
TPA General Counsel

Exhibit A

SCOPE OF SERVICES

The CONSULTANT shall assist the TPA in a variety of Transportation Planning Capacities including but not limited to:

- Transportation Studies
- Engineering
- Data Collection
- Data Analysis
- Mapping
- Visualization
- Graphic Design
- Public Involvement

The work performed shall be consistent with the transportation planning activities identified in the TPA's Unified Planning Work Program (UPWP) as may be updated and/or amended.

Exhibit B

TCRPC HOURLY RATE SCHEDULE

Position	Hourly Rate	Indirect Cost Percentage	Hourly Rate Including Indirect Cost
Executive Director	\$157	0.6004	\$251
Director of Strategic Development & Policy	142	0.6004	228
Urban Design Director	134	0.6004	214
Principal Program Coordinator	86	0.6004	138
Intern	20	0.6004	32

Exhibit "C"

FEDERAL TRANSIT ADMINISTRATION REQUIRED CONTRACT CLAUSES

A. No Government Obligation to Third Parties. The RPC 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. The RPC 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. The RPC 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, RPC 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, the RPC 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. The RPC 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. The RPC agrees to include the above stated provisions in each subcontract financed in whole or in part with federal assistance provided by the FTA. The RPC shall not modify the above stated provisions except to identify the subcontractor who will be subject to the provision.

C. Federal Changes. The RPC 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. The RPC's failure to so comply shall constitute a material breach of this Agreement. The RPC 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 the 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. The RPC 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. The RPC

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, the RPC 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, the RPC agrees to comply with all applicable federal implementing regulations and any other implementing requirements FTA may issue.

2. Equal Employment Opportunity:

(a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e, and Federal transit laws at 49 USC §5332, the RPC 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. The RPC 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, the RPC agrees to comply with any implementing requirements the 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, the RPC agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the RPC agrees to comply with any implementing requirements the FTA may issue.

(c) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC §12112, RPC 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, RPC agrees to comply with any implementing requirements the FTA may issue.

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

F. Disadvantaged Business Enterprises (DBE).

1. This Agreement is subject to the requirements of 49 CFR Part 26. As required by 49 CFR 26.13, the RPC 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 RPC 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.

2. Neither the RPC nor any subcontractor it may use in the performance of this Agreement shall discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The RPC shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of the Work associated with this U.S. Department of Transportation (U.S. DOT) assisted contract. Failure by the RPC to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy or action as the TPA deems appropriate which may include but is not limited to:

- a. Withholding monthly progress payments,
- b. Assessing sanctions,
- c. Liquidated damages, and/or
- d. Disqualifying RPC from future contracts as non-responsible.

3. The TPA is required to implement the FDOT DBE Program on any contracts with FHWA funds. 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. FDOT operates a 100% race and gender-neutral DBE program. Therefore, no specific DBE contract goal may be applied to this agreement.

- a. The TPA will not require use of DBEs by the RPC as a matter of contract, nor will it seek sanctions for failing to use DBEs.
- b. The TPA is precluded from using any business program besides the

Florida Department of Transportation ("FDOT") DBE program.

4. Certified DBE's are listed in the Florida Unified Certification Program (UCP) DBE Directory, who by reason of their certification are ready, willing, and able to provide and assist with the services identified in the scope of work. Assistance with locating DBEs and other special services is available at no cost through FDOT's Equal Opportunity Office DBE Supportive Services suppliers.

More information is available by visiting:

<https://www.fdot.gov/equalopportunity/dbecertification.shtm> or calling 850-414-4750.

5. The RPC must submit a Commitments and Payments report which outlines DBE participation.
 - a. No DBEs: If the RPC indicates no DBE participation, they may proceed with submitting the Commitments and Payments report.
 - b. DBE Participation: If the RPC indicates DBE participation, they must provide a detailed list of DBE commitments and subcontractors within the Commitments and Payments report.
6. The RPC may be required to use the FDOT EOC system to report the use (or lack thereof) of DBEs. The RPC may be required to enter both its DBE commitments and subcontractor list in EOC. Once using the FDOT EOC System, the selected consultant must access FDOT at least every thirty (30) days to update commitments and enter EOC payments.
7. Assistance or information about the FDOT EOC System can be found by contacting the system administrator at eoohelp@dot.state.fl.us.

G. Government-wide Debarment and Suspension. If this Agreement has a value of \$25,000 or more, this procurement is a covered transaction for purposes of 49 CFR Part 29. As such, the RPC 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. The RPC agrees to comply with and assures 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. The RPC further agrees to include a provision requiring such compliance in its subcontracts or any lower tier covered transaction it enters.

H. Clean Air. The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year. The RPC agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401, *et seq.* The RPC 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. RPC further agrees to include these requirements

in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by the FTA.

I. Clean Water. If this Agreement is valued at \$100,000 or more, the RPC 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.* The RPC 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. The RPC also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by the FTA.

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

K. Seat Belts. The RPC is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate RPC-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, the RPC is encouraged to comply with: (a) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note; (b) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (c) U.S. DOT provisions pertaining to Distracted Driving as set forth in said orders.

TPA RESOLUTION 2025-05**A RESOLUTION APPROVING THE KIMLEY-HORN AND ASSOCIATES, INC.
CONTRACT FOR GENERAL PLANNING CONSULTANT SERVICES**

WHEREAS, the TPA's mission is to collaboratively plan, prioritize and fund the transportation system in Palm Beach County; and

WHEREAS, the TPA has determined that it is necessary and appropriate to enter into a contract for General Planning Services; and

WHEREAS, on March 17, 2025 the TPA publicly advertised a Request for Proposals (RFP) FY25-03 for General Planning Services for at least 15 business days until April 8, 2025, in accordance with the Palm Beach TPA Procurement Policy; and

WHEREAS, the selection committee evaluated and ranked the responsive proposals based on the evaluation criteria on May 13, 2025 as specified in Section 2.19 of the RFP; and

WHEREAS, the final results and rankings of RFP FY25-03 were published on May 23, 2025 via Notice of Intent to Award; and

WHEREAS, Kimley-Horn and Associates, Inc. (hereinafter referred to as the "CONSULTANT") has been selected in accordance with applicable procurement procedures and has demonstrated the qualifications and experience necessary to perform the required services; and

WHEREAS, the TPA desires to enter into Contract Agreement No. FY25-03B (hereinafter referred to as the "Agreement") for planning, design, and implementation of the activities identified in the Unified Planning Work Program (UPWP); and

WHEREAS, the Agreement covers the term of July 1, 2025 to June 30, 2028; and

WHEREAS, the Agreement includes the option to extend the services for two (2) additional one (1) year periods as deemed appropriate by the TPA with a maximum amount of funding of \$375,000 per year; and

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

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

SECTION 2. The TPA Governing Board hereby approves the Agreement with the CONSULTANT.

SECTION 3. The Executive Director is authorized to execute the contract, extensions, and any related documents necessary to implement the contract on behalf of the TPA.

SECTION 4. 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 26th day of June 2025.

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

By: _____
Chelsea Reed, TPA Chair

ATTEST:
SUFFICIENCY

APPROVED AS TO FORM AND LEGAL

Ruth Del Pino, TPA Agency Clerk

Milton Collins, TPA General Counsel

PALM BEACH TPA AGREEMENT NO. FY25-03B

**BETWEEN
PALM BEACH MPO DBA THE PALM BEACH TRANSPORTATION PLANNING AGENCY
AND KIMLEY-HORN & ASSOCIATES FOR
GENERAL PLANNING CONSULTANT SERVICES**

This Agreement is made as of this ____ day of ____, 2025, 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 **Kimley-Horn & Associates Inc.**, authorized to do business in the State of Florida and whose principal place of business is located at 8201 Peters Road, Suite 2200 Plantation, FL 33324 (hereinafter referred to as the "CONSULTANT").

WITNESSETH

WHEREAS, the CONSULTANT was selected to provide the Services via RFP No. FY25-03 in compliance with the TPA Procurement Policy.

WHEREAS, the TPA has requested the services of the CONSULTANT to assist the TPA in conducting transportation planning tasks that support the TPA's mission and advance the TPA's Vision, as more specifically described in the Scope of Services (also referred to as the "Scope" or "Work") attached hereto as Exhibit "A" and incorporated into and made a part of this Agreement; and

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

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

Section 1. Incorporation of Facts; 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 CONSULTANTS's representative during the performance of this Agreement is **Stewart Robertson, PE, Senior Vice President** 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 CONSULTANT's representative shall not affect CONSULTANT's responsibility for the provision of the Services under this Agreement.

Section 3. **Term.** This Agreement shall take effect on July 1, 2025, and shall remain in full force and effect for a period of 3 years (36) months, expiring June 30, 2028. 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT to violate any Federal, State, or local law, Executive Order, ordinance, or regulation, CONSULTANT 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 maximum amount to be paid by the TPA to the CONSULTANT under this Agreement is One Million Two-Hundred Twenty-Five Thousand Dollars (\$1,125,000) (Dollars in US Currency), including all out-of-pocket or reimbursable expenses. If the TPA exercises the option to extend the agreement, the maximum amount increases by Three Hundred and Seventy-Five Thousand (\$375,000) for each year extended. The TPA anticipates that funds will be allocated and distributed for each year of the Agreement as follows:

FY 2026	\$375,000.00
FY 2027	\$375,000.00
FY 2028	\$375,000.00
FY 2029*	\$375,000.00
FY 2030*	\$375,000.00

*Only applicable if the TPA exercises the option to extend the agreement.

If TPA elects at its sole discretion to extend the agreement

B. The CONSULTANT will bill the TPA on a monthly basis for deliverables that have been completed and approved by the TPA. The CONSULTANT'S charges for all work provided under any Work Order issued by the TPA shall not exceed the hourly rates set forth in the Hourly Rate Schedule attached as Exhibit "B" (containing the final loaded rate for billing purposes for the CONSULTANT staff classifications that will perform services under this Agreement), which Exhibit "B" is hereby incorporated into this Agreement and made a part hereof. The parties agree that annual increases to said hourly unloaded rates shall not

exceed 3% (three percent), unless increased for good cause established by the CONSULTANT 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 CONSULTANT and accepted by the TPA's Executive Director. Loaded hourly rates for services to be performed by personnel not directly employed by the CONSULTANT shall be established within the Work Order for an individual task. 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.

- C. Invoices received from the CONSULTANT 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 CONSULTANT official. Invoices will normally be paid within thirty (30) days following the TPA's representative approval. Payments will be remitted to the CONSULTANT at the address set forth in Section 36 of this Agreement or such other address as is designated in writing by the CONSULTANT to the TPA.
- D. Prompt Payment of Subconsultants; 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 CONSULTANT as a prime CONSULTANT agrees to pay its subconsultants, if any, no later than 30 days from receipt of each payment made by the MPO pursuant to this Agreement to the CONSULTANT. Within not more than thirty (30) days after the subconsultant's work is satisfactorily completed, the CONSULTANT shall make full and prompt payment to its subconsultant of any retainage held by the CONSULTANT for proper completion of the subconsultant's work. A subconsultant'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 subconsultant, the work of the subconsultant covered by that acceptance is deemed to be satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause, with the MPO's prior written approval.
- E. In order for each party to close its books and records, the CONSULTANT 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 CONSULTANT. All invoices must be submitted within thirty (30) 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 CONSULTANT or the TPA ("Public Record" or "Public Records"), shall be the shared property of the TPA, CONSULTANT, and any agencies that have provided funding but may be reused by the TPA and the CONSULTANT.

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

I. Notwithstanding anything contained herein, the CONSULTANT further agrees to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the TPA in order to perform the Services;
2. Provide the public with access to public records on the same terms and conditions that the TPA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
4. Meet all requirements for retaining public records and transfer, at no cost to the TPA, all public records in possession of the CONSULTANT upon termination of the Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the TPA in a format that is compatible with the information technology system of the TPA, as determined by the TPA.

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONSULTANT'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 CONSULTANT notice as provided in Section 36. of this Agreement.

J. This Section 7. shall survive the termination of this Agreement.

Section 8. **Access and Audits.**

A. The CONSULTANT 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 CONSULTANT shall maintain such records until notified by the TPA that the litigation or claims have been concluded and resolved. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT's shall create an agency relationship between the TPA and the CONSULTANT. 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT may terminate this Agreement by providing written notice to the TPA. In the event of termination, the CONSULTANT 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 CONSULTANT 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 CONSULTANT to violate any federal, state or local law or regulation, the CONSULTANT 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 CONSULTANT 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 CONSULTANT and without cause and for the convenience of the TPA upon five (5) days written notice to the CONSULTANT. 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 CONSULTANT at its address set forth in this Agreement or other address designated in writing by the CONSULTANT in a notice to the TPA. The CONSULTANT 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 CONSULTANT shall be paid for services rendered to the TPA's satisfaction through the date of termination except, if the CONSULTANT is in default, the TPA shall have a right of set off against the amount that would otherwise be payable to the CONSULTANT to compensate the TPA for any actual damages suffered because of the CONSULTANT default(s). After receipt of a Termination Notice from the TPA, except as otherwise directed by the TPA, the CONSULTANT 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 CONSULTANT 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 CONSULTANT shall save, 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 CONSULTANT's negligent, reckless, intentional or wrongful performance of the terms of this Agreement or due to the negligent, reckless, intentional or wrongful or reckless acts, errors or omissions, of any kind or character, of the CONSULTANT or any of its officers, agents, employees, subcontractors, suppliers, or volunteers.

Indemnification of the TPA shall be provided for the CONSULTANT's negligence or wrongful, reckless or intentional acts or omissions, as well as that of its subcontractors, suppliers, or other individuals under its control. The TPA shall notify the CONSULTANT of any actual or prospective claim for which indemnification may be sought upon actual knowledge of that claim; provided, however that failure to give notice shall not relieve the CONSULTANT of its obligations under this indemnification clause except to the extent that the CONSULTANT is materially prejudiced by that failure. In the event that any third party claim is made, the CONSULTANT shall have the right to undertake and control the defense of such action; provided, that the TPA may undertake and control that defense in the event of a material failure of the CONSULTANT to undertake and control it, without prejudice to any right under this indemnification clause. This indemnification clause shall survive the termination of and term of this Agreement. CONSULTANT has no obligation to pay any amount that exceeds the proportionate share of CONSULTANT'S finally determined percentage of liability as determined by a court of competent jurisdiction.

Section 14. Claims/Damages. The TPA and the CONSULTANT 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 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 CONSULTANT agrees that neither the TPA nor FDOT shall be subject to any obligations or liabilities to any third-party CONSULTANT, subconsultant or any other entity pertaining to any matter resulting from this Agreement.

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

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

3. Business Automobile Liability. During the term of this Agreement, the CONSULTANT shall maintain Business Automobile Liability Insurance with coverage extending to all Owned, Non-Owned and Hired autos used by the CONSULTANT 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 CONSULTANT 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 CONSULTANT, 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT's failure to provide evidence of coverage prior to the time the CONSULTANT is to commence performance shall be grounds for the TPA's cancellation or termination of this Agreement.

C. When obtaining new insurance, the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT at its sole cost and expense, shall procure and at all times maintain the insurance specified in this Section 15. In addition, the CONSULTANT shall ensure that their subconsultants, and any other CONSULTANTS in privity with the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT, and its general CONSULTANT, any other CONSULTANTS in privity with either the CONSULTANT 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT will ensure that each insurance policy obtained by it or by any sub-CONSULTANT 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 CONSULTANT shall pay as the same become due all premiums for the insurance required by this section 15., shall renew or replace each such policy and deliver to the TPA evidence of the payment of the full premium thereof prior to the expiration date of such policy.

G. Adequacy of Insurance Coverage.

1. The adequacy of the insurance coverage required by this section 15 may be reviewed periodically by the TPA in its reasonable discretion. The TPA may request a change in the insurance coverage, if it is commercially reasonable; provided, that such coverage is available at commercially reasonable rates.

2. The CONSULTANT 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 CONSULTANT or its subconsultant 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 CONSULTANT'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 CONSULTANT, until the CONSULTANT pays any insurance premiums due or paid for by the TPA. Such amounts shall be paid by the CONSULTANT 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 CONSULTANT 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 CONSULTANT warrants that all professional services shall be performed by skilled and competent personnel to the highest professional standards in the field.

A. The CONSULTANT 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 CONSULTANT 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, CONSULTANT certifies that it, its affiliates, suppliers, and subconsultants 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 CONSULTANT 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 CONSULTANT's employees and the employees of the CONSULTANT's subconsultants, performing Work pursuant to this Agreement. In addition, Florida law requires that the E-verify system be used by the CONSULTANT. See s. 448.095, F.S. Accordingly, the CONSULTANT 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 subconsultant used in the performance of the Work to verify the employment eligibility of its employees. The CONSULTANT shall provide evidence that it and its subconsultants 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 CONSULTANT acknowledges that the TPA has received and will seek funds from the FDOT, and that such funds may be used to pay CONSULTANT for the services it provides under this Agreement. The CONSULTANT further acknowledges that FDOT has advised recipients of FDOT funds that it will consider a CONSULTANT's employment of unauthorized aliens to be a material violation of the Immigration and Nationality Act and this Agreement. The CONSULTANT 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 CONSULTANT agrees for itself, its assignees and successors in interest as follows:

A. Compliance with Regulations: The CONSULTANT 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 CONSULTANT, 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 subconsultants, including procurements of materials and leases of equipment. The CONSULTANT 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 Subconsultants, including Procurements of Materials and Equipment: In all solicitations made by the CONSULTANT, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'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 CONSULTANT 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 CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT 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 CONSULTANT'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 CONSULTANT until the CONSULTANT complies; and/or
2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: The CONSULTANT 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 CONSULTANT 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 CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the FDOT to enter into such litigation to protect the interests of the FDOT, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

G. The CONSULTANT 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 CONSULTANT will abide by Title II and Title III of the Americans with Disabilities Act of 1990. Where CONSULTANT work items include assessing or planning pedestrian rights of way, it will follow the FDOT Design Manual or Florida GreenBook, as applicable. The CONSULTANT 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 CONSULTANT 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 CONSULTANTS, 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.

Section 22. **Conflict of Interest.**

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

B. The CONSULTANT 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 CONSULTANT’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 CONSULTANT 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 CONSULTANT. The TPA may notify the CONSULTANT of its opinion as to whether a conflict exists under the circumstances identified by the CONSULTANT. If, in the opinion of the TPA, the prospective business association, interest or circumstance would constitute a conflict

of interest by the CONSULTANT, then the CONSULTANT shall immediately act to resolve or remedy the conflict. If the CONSULTANT shall fail to do so, the TPA may terminate this Agreement for cause.

C. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANTS 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 CONSULTANT Relationship.** The CONSULTANT is and shall be, in the performance of the Work, services and activities under this Agreement, an Independent CONSULTANT 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 CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects, the CONSULTANT relationship and the relationship of its employees to the TPA shall be that of an Independent CONSULTANT and not as employees or agents of the TPA. The CONSULTANT 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 CONSULTANT 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 CONSULTANT warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the CONSULTANT, 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 CONSULTANT, 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT and a part of this Agreement by this reference. The CONSULTANT 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 CONSULTANT or the TPA shall have any rights in this Agreement or any remedy against either the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT:

Kimley-Horn & Associates Inc.
ATTN: Stewart Robertson,
8201 Peters Rd, Suite 2200
Plantation, FL 33324

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 CONSULTANT 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 CONSULTANT.

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 CONSULTANT 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 CONSULTANT 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 CONSULTANT, and the TPA's other CONSULTANTS, 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 CONSULTANT, and the TPA's other CONSULTANTS, 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 subconsultant agreement signed by the CONSULTANT must include the following assurance:

"The CONSULTANT, sub recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT 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 CONSULTANT from future contracts as non-responsible.

C. The CONSULTANT 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. Therefore, no specific DBE contract goal may be applied to this agreement.

1. The TPA will not require use of DBEs by the CONSULTANT 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 CONSULTANT.
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. Certified DBEs are listed in the Florida Unified Certification Program (UCP) DBE Directory, who by reason of their certification are ready, willing, and able to provide and assist with the services identified in the scope of work. Assistance with locating DBEs and other special services is available at no cost through FDOT's Equal Opportunity Office DBE Supportive Services. More information is available by visiting: <https://www.fdot.gov/equalopportunity/dbecertification.shtm> or calling 850-414-4750.

F. Only those firms certified by FDOT or other participants in Florida's Unified Certification Program at the time of proposal opening shall be reported. It is the responsibility of the respondent to confirm and document the certification of any proposed DBE.

G. 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 CONSULTANT to make considered efforts to identify and use these firms. For assistance with locating DBEs, the CONSULTANT 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 consultants.

G. DBE Reporting Requirements.

The CONSULTANT completed and submitted the DBE Bidder Opportunity List form as part of the RFP submission package. The DBE Bidder Opportunity List form is included as attachment A of this agreement.

The selected consultant is required to complete a Commitments and Payments report. This report must indicate whether the consultant will utilize Disadvantaged Business Enterprises (DBEs) for the awarded contract. The Commitments and Payments report shall be submitted with each payment request.

- **No DBEs:** If the consultant indicates no DBE participation, they may proceed with submitting the Commitments and Payments report.
- **DBE Participation:** If the consultant indicates DBE participation, they must provide a detailed list of DBE commitments and subcontractors within the Commitments and Payments report.

The consultant may be required to use the FDOT EOC system to report the use (or lack thereof) of DBEs. The consultant may be required to enter both its DBE commitments and subcontractor list in EOC. Once using the FDOT EOC System, the selected consultant 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>. Assistance or information about the FDOT EOC System can be found by contacting the system administrator at eoohelp@dot.state.fl.us.

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 CONSULTANT will only be permitted to replace a certified DBE subconsultant who is unwilling or unable to perform. If a subconsultant fails to perform or make progress as required by this Agreement and it is necessary to replace the subconsultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subconsultant by TPA. The CONSULTANT shall notify the TPA immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation of such. The CONSULTANT must obtain the TPA's representative's prior approval to substitute a DBE. The CONSULTANT shall provide copies of new or amended subcontracts, or documentation of good faith efforts, as required by the TPA. If the CONSULTANT fails or refuses to comply in the time specified, the TPA may issue an order stopping all or part of the work and payments therefore 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 CONSULTANT shall provide the TPA with a copy of the CONSULTANT's contract with any subconsultant and any other related documentation requested by TPA's representative.

J. The CONSULTANT 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 CONSULTANT 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 CONSULTANT agrees to require all of its DBE subconsultants 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 CONSULTANT shall certify that it has disbursed to all subconsultants and suppliers, having an interest in the Agreement or performing work or providing materials or supplies used by the CONSULTANT in its performance of the Work, their pro-rata share(s) of the payment received by the CONSULTANT from previous progress payments for all work completed and materials furnished in the previous period, less any retainage withheld by the CONSULTANT pursuant to an agreement with a subconsultant for payment, as approved by the TPA and FDOT, and as deemed appropriate by TPA. The CONSULTANT shall return all retainage payments withheld by the CONSULTANT within thirty (30) days after each subconsultant's work has been satisfactorily completed. The CONSULTANT shall not be entitled to any progress payment before certification, unless the CONSULTANT 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 subconsultants and suppliers.

L. Within thirty (30) days of the CONSULTANT's receipt of any payment(s) received under this Agreement and any final progress payment received thereafter, the CONSULTANT shall pay all subconsultants and suppliers having an interest in the Agreement or performing work or providing materials or supplies used by the CONSULTANT in its performance of the Work, their pro-rata share(s) of the payment(s), unless the CONSULTANT demonstrates good cause, acceptable to the TPA, for not making any required payment(s) and furnishes written notification to the TPA and the affected subconsultants 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 CONSULTANT 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 CONSULTANT (or the CONSULTANT itself, if a DBE), and by reviewing

payments and retainage to ensure subconsultants are paid promptly as defined in Section 5 D. The selected CONSULTANT 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 CONSULTANT is responsible for compliance with this section, both for itself and its subconsultant, 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 CONSULTANT 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 CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the CONSULTANT'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 CONSULTANTS. 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 CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the TPA, nor is the CONSULTANT authorized to use the TPA's Tax Exemption Number in securing such materials.

The CONSULTANT 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 CONSULTANT 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 CONSULTANT shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

Section 42. **Excusable Delays.** The CONSULTANT 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 CONSULTANT 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 CONSULTANT's request, the TPA shall consider the facts and extent of any failure to perform the Work and, if the CONSULTANT'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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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, CONSULTANT, and sub-CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT certifies that the CONSULTANT 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 CONSULTANT certifies that the CONSULTANT 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 CONSULTANT 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 CONSULTANT agrees that this Agreement may be terminated by the TPA without further liability to the TPA if the CONSULTANT 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 CONSULTANT further agrees that this Agreement may be terminated by the TPA without further liability to the TPA if the CONSULTANT 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.

E. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

F. If federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Palm Beach Transportation Planning Agency and the CONSULTANT have hereunto set their hands to this Agreement on this ____ day of ____, 2025.

KIMLEY-HORN & ASSOCIATES INC.,
Authorized to do business in the State of Florida

By: Stewart E. Robertson
Name

Title: Authorized Member/Manager

Date: 06-09-2025

ATTEST FOR KIMLEY-HORN & ASSOCIATES.

Jill Capelli
Print Name: Jill Capelli

Palm Beach Transportation Planning Agency

By: _____
Valerie Neilson, Executive Director

Date: _____

ATTEST FOR TPA:

Ruth Del Pino, TPA Agency Clerk

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

Milton Collins, Esq.
TPA General Counsel

Exhibit A

Scope of Services

The major types of work to be performed include transportation planning activities identified in the Palm Beach Transportation Planning Agency's Unified Planning Work Program (UPWP) including but not limited to:

- Transportation studies (congestion, active transportation, transit, corridor, and freight)
- Land use, urban design, and transit-oriented development
- Safety, safe systems, and public health design and planning
- Plan views, preliminary designs, and renderings of transportation facilities
- Traffic, network analysis, and transportation modeling
- Performance Based Planning and Programming
- Project review and prioritization
- Public involvement tools, graphics, content production
- Collect, maintain, analyze, and visualize transportation and GIS data
- Innovative transportation planning and engineering, including new technologies
- Discretionary grant application preparation and delivery
- Administrative support for the TPA
- Core products support, including the Transportation Improvement Program, Long Range Transportation Plan, and Unified Planning Work Program

Exhibit B

Hourly Rate Schedule

KIMLEY-HORN AND ASSOCIATES, INC.

STANDARD HOURLY RATE TABLE*

<u>CATEGORY</u>	<u>HOURLY RATE*</u>
CHIEF ENGINEER	\$320.00
CHIEF PLANNER	\$300.00
PROJECT MANAGER	\$290.00
SENIOR ENGINEER	\$255.00
SENIOR PLANNER	\$250.00
SENIOR LANDSCAPE ARCHITECT	\$250.00
ENVIRONMENTAL SCIENTIST	\$200.00
PROJECT ENGINEER	\$195.00
PROJECT PLANNER	\$190.00
GIS SPECIALIST	\$180.00
LAND PLANNER	\$170.00
ENGINEER	\$140.00
PLANNER	\$130.00
GRAPHIC DESIGNER	\$130.00
ENVIRONMENTAL SPECIALIST	\$125.00
LANDSCAPE PLANNER	\$125.00
ENGINEERING TECHNICIAN	\$120.00
PROJECT COORDINATOR	\$110.00
TECHNICAL SUPPORT	\$100.00
ADMINISTRATIVE/CLERICAL	\$ 85.00
DESIGN INTERN	\$ 70.00

Exhibit C

AUTHORIZED REPRESENTATIVE DECLARATIONS FORM

Stewart E. Robertson (Name of Representative) for:
Kimley-Horn and Associates, Inc. (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-CONSULTANTS 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 CONSULTANT, the CONSULTANT 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.

Stewart E. Robertson

Signature

Stewart E. Robertson (CORPORATE SEAL)

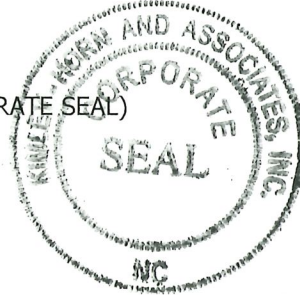
Print Name

Senior Vice President

Title

06-09-2025

Date



STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me this 25 day of June, 2025

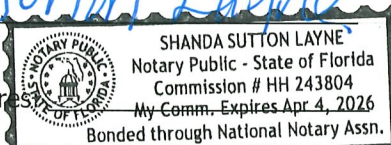
Personally known to me _____ OR

Has produced Identification _____, type of identification produced _____.

Shanda Sutton Layne
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. CONSULTANT 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 CONSULTANT, or any sub-recipient, or any other party pertaining to any matter resulting from this contract or purchase order. CONSULTANT 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. CONSULTANT 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, CONSULTANT 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, CONSULTANT 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. CONSULTANT 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. CONSULTANT agrees to include the above stated provisions in each subcontract financed in whole or in part with federal assistance provided by the FTA. CONSULTANT shall not modify the above stated provisions except to identify the subconsultant who will be subject to the provision.

C. Federal Changes. CONSULTANT 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. CONSULTANT's failure to so comply shall constitute a material breach of this Agreement. CONSULTANT 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. CONSULTANT 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. CONSULTANT 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, CONSULTANT 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, CONSULTANT 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, CONSULTANT 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. CONSULTANT 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, CONSULTANT 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, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONSULTANT 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, CONSULTANT 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, CONSULTANT agrees to comply with any implementing requirements FTA may issue.

3. CONSULTANT 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, CONSULTANT 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. CONSULTANT agrees to comply with and does hereby assure and certify the compliance of each third-party CONSULTANT 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. CONSULTANT 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. CONSULTANT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401, *et seq.* CONSULTANT 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. CONSULTANT 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, CONSULTANT 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.* CONSULTANT 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. CONSULTANT 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. CONSULTANT 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. CONSULTANT is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate CONSULTANT-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, CONSULTANT 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 CONSULTANT, its subconsultants, 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 2025-06

A RESOLUTION APPROVING THE KITTELSON AND ASSOCIATES, INC. CONTRACT FOR GENERAL PLANNING CONSULTANT SERVICES

WHEREAS, the TPA's mission is to collaboratively plan, prioritize and fund the transportation system in Palm Beach County; and

WHEREAS, the TPA has determined that it is necessary and appropriate to enter into a contract for General Planning Services; and

WHEREAS, on March 17, 2025 the TPA publicly advertised a Request for Proposals (RFP) FY25-03 for General Planning Services for at least 15 business days until April 8, 2025, in accordance with the Palm Beach TPA Procurement Policy; and

WHEREAS, the selection committee evaluated and ranked the responsive proposals based on the evaluation criteria on May 13, 2025 as specified in Section 2.19 of the RFP; and

WHEREAS, the final results and rankings of RFP FY25-03 were published on May 23, 2025 via Notice of Intent to Award; and

WHEREAS, Kittelson and Associates, Inc. (hereinafter referred to as the "CONSULTANT") has been selected in accordance with applicable procurement procedures and has demonstrated the qualifications and experience necessary to perform the required services; and

WHEREAS, the TPA desires to enter into Contract Agreement No. FY25-03A (hereinafter referred to as the "Agreement") for planning, design, and implementation of the activities identified in the Unified Planning Work Program (UPWP); and

WHEREAS, the Agreement covers the term of July 1, 2025 to June 30, 2028; and

WHEREAS, the Agreement includes the option to extend the services for two (2) additional one (1) year periods as deemed appropriate by the TPA with a maximum amount of funding of \$375,000 per year; and

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

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

SECTION 2. The TPA Governing Board hereby approves the Agreement with the CONSULTANT.

SECTION 3. The Executive Director is authorized to execute the contract, extensions, and any related documents necessary to implement the contract on behalf of the TPA.

SECTION 4. 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 26th day of June 2025.

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

By: _____
Chelsea Reed, TPA Chair

ATTEST:
SUFFICIENCY

APPROVED AS TO FORM AND LEGAL

Ruth Del Pino, TPA Agency Clerk

Milton Collins, TPA General Counsel

PALM BEACH TPA AGREEMENT NO. FY25-03A

**BETWEEN
PALM BEACH MPO DBA THE PALM BEACH TRANSPORTATION PLANNING AGENCY
AND KITTELSON & ASSOCIATES FOR
GENERAL PLANNING CONSULTANT SERVICES**

This Agreement is made as of this ____ day of ____, 2025, 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 **Kittelson & Associates Inc.**, authorized to do business in the State of Florida and whose principal place of business is located at 225 E Robinson Street, Suite 355 Orlando, FL 32801. (hereinafter referred to as the "CONSULTANT").

WITNESSETH

WHEREAS, the CONSULTANT was selected to provide the Services via RFP No. FY25-03 in compliance with the TPA Procurement Policy.

WHEREAS, the TPA has requested the services of the CONSULTANT to assist the TPA in conducting transportation planning tasks that support the TPA's mission and advance the TPA's Vision, as more specifically described in the Scope of Services (also referred to as the "Scope" or "Work") attached hereto as Exhibit "A" and incorporated into and made a part of this Agreement; and

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

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

Section 1. Incorporation of Facts; 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 CONSULTANTS's representative during the performance of this Agreement is **John (JP) Paul Weesner** 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 CONSULTANT's representative shall not affect CONSULTANT's responsibility for the provision of the Services under this Agreement.

Section 3. **Term.** This Agreement shall take effect on July 1, 2025, and shall remain in full force and effect for a period of 3 years (36) months, expiring June 30, 2028. 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT to violate any Federal, State, or local law, Executive Order, ordinance, or regulation, CONSULTANT 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 maximum amount to be paid by the TPA to the CONSULTANT under this Agreement is One Million One-Hundred Twenty-Five Thousand Dollars (\$1,125,000) (Dollars in US Currency), including all out-of-pocket or reimbursable expenses. If the TPA exercises the option to extend the agreement, the maximum amount increases by Three Hundred and Seventy-Five Thousand (\$375,000) for each year extended. The TPA anticipates that funds will be allocated and distributed for each year of the Agreement as follows:

FY 2026	\$375,000.00
FY 2027	\$375,000.00
FY 2028	\$375,000.00
FY 2029*	\$375,000.00
FY 2030*	\$375,000.00

*Only applicable if the TPA exercises the option to extend the agreement.

If TPA elects at its sole discretion to extend the agreement

B. The CONSULTANT will bill the TPA on a monthly basis for deliverables that have been completed and approved by the TPA. The CONSULTANT'S charges for all work provided under any Work Order issued by the TPA shall not exceed the hourly rates set forth in the Hourly Rate Schedule attached as Exhibit "B" (containing the final loaded rate for billing purposes for the CONSULTANT staff classifications that will perform services under this Agreement), which Exhibit "B" is hereby incorporated into this Agreement and made a part hereof. The parties agree that annual increases to said hourly unloaded rates shall not

exceed 3% (three percent), unless increased for good cause established by the CONSULTANT 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 CONSULTANT and accepted by the TPA's Executive Director. Loaded hourly rates for services to be performed by personnel not directly employed by the CONSULTANT shall be established within the Work Order for an individual task. 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.

- C. Invoices received from the CONSULTANT 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 CONSULTANT official. Invoices will normally be paid within thirty (30) days following the TPA's representative approval. Payments will be remitted to the CONSULTANT at the address set forth in Section 36 of this Agreement or such other address as is designated in writing by the CONSULTANT to the TPA.
- D. Prompt Payment of Subconsultants; 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 CONSULTANT as a prime CONSULTANT agrees to pay its subconsultants, if any, no later than 30 days from receipt of each payment made by the MPO pursuant to this Agreement to the CONSULTANT. Within not more than thirty (30) days after the subconsultant's work is satisfactorily completed, the CONSULTANT shall make full and prompt payment to its subconsultant of any retainage held by the CONSULTANT for proper completion of the subconsultant's work. A subconsultant'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 subconsultant, the work of the subconsultant covered by that acceptance is deemed to be satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause, with the MPO's prior written approval.
- E. In order for each party to close its books and records, the CONSULTANT 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 CONSULTANT. All invoices must be submitted within thirty (30) 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 CONSULTANT or the TPA ("Public Record" or "Public Records"), shall be the shared property of the TPA, CONSULTANT, and any agencies that have provided funding but may be reused by the TPA and the CONSULTANT.

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

I. Notwithstanding anything contained herein, the CONSULTANT further agrees to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the TPA in order to perform the Services;
2. Provide the public with access to public records on the same terms and conditions that the TPA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
4. Meet all requirements for retaining public records and transfer, at no cost to the TPA, all public records in possession of the CONSULTANT upon termination of the Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the TPA in a format that is compatible with the information technology system of the TPA, as determined by the TPA.

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONSULTANT'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 CONSULTANT notice as provided in Section 36. of this Agreement.

J. This Section 7. shall survive the termination of this Agreement.

Section 8. **Access and Audits.**

A. The CONSULTANT 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 CONSULTANT shall maintain such records until notified by the TPA that the litigation or claims have been concluded and resolved. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT's shall create an agency relationship between the TPA and the CONSULTANT. 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT may terminate this Agreement by providing written notice to the TPA. In the event of termination, the CONSULTANT 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 CONSULTANT 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 CONSULTANT to violate any federal, state or local law or regulation, the CONSULTANT 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 CONSULTANT 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 CONSULTANT and without cause and for the convenience of the TPA upon five (5) days written notice to the CONSULTANT. 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 CONSULTANT at its address set forth in this Agreement or other address designated in writing by the CONSULTANT in a notice to the TPA. The CONSULTANT 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 CONSULTANT shall be paid for services rendered to the TPA's satisfaction through the date of termination except, if the CONSULTANT is in default, the TPA shall have a right of set off against the amount that would otherwise be payable to the CONSULTANT to compensate the TPA for any actual damages suffered because of the CONSULTANT default(s). After receipt of a Termination Notice from the TPA, except as otherwise directed by the TPA, the CONSULTANT 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 CONSULTANT 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 CONSULTANT shall indemnify and hold the TPA, and their respective employees, and elected officers harmless from and against liability, loss, cost, and damages, including, but not limited to, reasonable attorney's fees, to the extent caused by the CONSULTANT's negligent, reckless, intentional or wrongful performance of the terms of this Agreement of the CONSULTANT or any other persons employed or utilized by the CONSULTANT.

Indemnification of the TPA shall be provided for the CONSULTANT's negligence or wrongful, reckless or intentional acts or omissions, as well as that of its subcontractors, suppliers, or other individuals under its control. The TPA shall notify the CONSULTANT of any actual or prospective claim for which indemnification may be sought upon actual knowledge of that claim; provided, however, that failure to give notice shall not relieve the CONSULTANT of its obligations under this indemnification clause except to the extent that the CONSULTANT is materially prejudiced by that failure. In the event that any third party claim is made, the CONSULTANT shall have the right to undertake and control the defense of such action; provided, that the TPA may undertake and control that defense in the event of a material failure of the CONSULTANT to undertake and control it, without prejudice to any right under this indemnification clause. This indemnification clause shall survive the termination of and term of this Agreement. CONSULTANT has no obligation to pay any amount that exceeds the proportionate share of CONSULTANT'S finally determined percentage of liability as determined by a court of competent jurisdiction. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Florida law. Nothing contained in the foregoing indemnification shall be construed as a

waiver of any immunity or limitation of liability the TPA may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes

Section 14. Claims/Damages. The TPA and the CONSULTANT 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 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 CONSULTANT agrees that neither the TPA nor FDOT shall be subject to any obligations or liabilities to any third-party CONSULTANT, subconsultant or any other entity pertaining to any matter resulting from this Agreement.

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

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

3. Business Automobile Liability. During the term of this Agreement, the CONSULTANT shall maintain Business Automobile Liability Insurance with coverage extending to all Owned, Non-Owned and Hired autos used by the CONSULTANT 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 CONSULTANT 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 CONSULTANT, 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT's failure to provide evidence of coverage prior to the time the CONSULTANT is to commence performance shall be grounds for the TPA's cancellation or termination of this Agreement.

C. When obtaining new insurance, the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT at its sole cost and expense, shall procure and at all times maintain the insurance specified in this Section 15. In addition, the CONSULTANT shall ensure that their subconsultants, and any other CONSULTANTS in privity with the CONSULTANT 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 CONSULTANT and the TPA at least thirty (30) days prior to cancellation, termination, or material change.

3. Unless otherwise approved by the TPA, in its sole discretion, 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 CONSULTANT 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 CONSULTANT, and its general CONSULTANT, any other CONSULTANTS in privity with either the CONSULTANT 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 and any Umbrella Liability policies. The CONSULTANT'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 CONSULTANT 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 CONSULTANT will ensure that each insurance policy obtained by it or by any sub-CONSULTANT 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 CONSULTANT 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 policy renewal prior to the expiration date of such policy.

G. Adequacy of Insurance Coverage.

1. The adequacy of the insurance coverage required by this section 15 may be reviewed periodically by the TPA in its reasonable discretion. The TPA may request a change in the insurance coverage, if it is commercially reasonable; provided, that such coverage is available at commercially reasonable rates.

2. The CONSULTANT 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 CONSULTANT or its subconsultant 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 CONSULTANT'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 CONSULTANT, until the CONSULTANT pays any insurance premiums due or paid for by the TPA. Such amounts shall be paid by the CONSULTANT 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 CONSULTANT 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 CONSULTANT warrants that all professional services shall be performed by skilled and competent personnel to the highest professional standards in the field.

A. The CONSULTANT 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 CONSULTANT 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, CONSULTANT certifies that it, its affiliates, suppliers, and subconsultants 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 CONSULTANT 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 CONSULTANT's employees and the employees of the CONSULTANT's subconsultants, performing Work pursuant to this Agreement. In addition, Florida law requires that the E-verify system be used by the CONSULTANT. See s. 448.095, F.S. Accordingly, the CONSULTANT 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 subconsultant used in the performance of the Work to verify the employment eligibility of its employees. The CONSULTANT shall provide evidence that it and its subconsultants 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 CONSULTANT acknowledges that the TPA has received and will seek funds from the FDOT, and that such funds may be used to pay CONSULTANT for the services it provides under this Agreement. The CONSULTANT further acknowledges that FDOT has advised recipients of FDOT funds that it will consider a CONSULTANT's employment of unauthorized aliens to be a material violation of the Immigration and Nationality Act and this Agreement. The CONSULTANT 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 CONSULTANT agrees for itself, its assignees and successors in interest as follows:

A. Compliance with Regulations: The CONSULTANT 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 CONSULTANT, 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 subconsultants, including procurements of materials and leases of equipment. The CONSULTANT 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 Subconsultants, including Procurements of Materials and Equipment: In all solicitations made by the CONSULTANT, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'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 CONSULTANT 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 CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT 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 CONSULTANT'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 CONSULTANT until the CONSULTANT complies; and/or
2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: The CONSULTANT 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 CONSULTANT 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 CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the FDOT to enter into such litigation to protect the interests of the FDOT, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

G. The CONSULTANT 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 CONSULTANT will abide by Title II and Title III of the Americans with Disabilities Act of 1990. Where CONSULTANT work items include assessing or planning pedestrian rights of way, it will follow the FDOT Design Manual or Florida GreenBook, as applicable. The CONSULTANT 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 CONSULTANT 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 CONSULTANTS, 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.

Section 22. **Conflict of Interest.**

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

B. The CONSULTANT 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT. The TPA may notify the CONSULTANT of its opinion as to whether a conflict exists under the circumstances identified by the CONSULTANT. If, in the opinion of the TPA, the prospective business association, interest or circumstance would constitute a conflict

of interest by the CONSULTANT, then the CONSULTANT shall immediately act to resolve or remedy the conflict. If the CONSULTANT shall fail to do so, the TPA may terminate this Agreement for cause.

C. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANTS 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 CONSULTANT Relationship.** The CONSULTANT is and shall be, in the performance of the Work, services and activities under this Agreement, an Independent CONSULTANT 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 CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects, the CONSULTANT relationship and the relationship of its employees to the TPA shall be that of an Independent CONSULTANT and not as employees or agents of the TPA. The CONSULTANT 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 CONSULTANT 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 CONSULTANT warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the CONSULTANT, 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 CONSULTANT, 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT and a part of this Agreement by this reference. The CONSULTANT 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 CONSULTANT or the TPA shall have any rights in this Agreement or any remedy against either the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT:

Kittelson & Associates, Inc.
ATTN: John Paul Weesner,
225 E Robinson Street, Suite 355
Orlando, FL 32801

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 CONSULTANT 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 CONSULTANT.

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 CONSULTANT 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 CONSULTANT 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 CONSULTANT, and the TPA's other CONSULTANTS, 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 CONSULTANT, and the TPA's other CONSULTANTS, 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 subconsultant agreement signed by the CONSULTANT must include the following assurance:

"The CONSULTANT, sub recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT 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 CONSULTANT from future contracts as non-responsible.

C. The CONSULTANT 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. Therefore, no specific DBE contract goal may be applied to this agreement.

1. The TPA will not require use of DBEs by the CONSULTANT 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 CONSULTANT.
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. Certified DBEs are listed in the Florida Unified Certification Program (UCP) DBE Directory, who by reason of their certification are ready, willing, and able to provide and assist with the services identified in the scope of work. Assistance with locating DBEs and other special services is available at no cost through FDOT's Equal Opportunity Office DBE Supportive Services. More information is available by visiting: <https://www.fdot.gov/equalopportunity/dbecertification.shtm> or calling 850-414-4750.

F. Only those firms certified by FDOT or other participants in Florida's Unified Certification Program at the time of proposal opening shall be reported. It is the responsibility of the respondent to confirm and document the certification of any proposed DBE.

G. 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 CONSULTANT to make considered efforts to identify and use these firms. For assistance with locating DBEs, the CONSULTANT 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 consultants.

G. DBE Reporting Requirements.

The CONSULTANT completed and submitted the DBE Bidder Opportunity List form as part of the RFP submission package. The DBE Bidder Opportunity List form is included as attachment A of this agreement.

The selected consultant is required to complete a Commitments and Payments report. This report must indicate whether the consultant will utilize Disadvantaged Business Enterprises (DBEs) for the awarded contract. The Commitments and Payments report shall be submitted with each payment request.

- **No DBEs:** If the consultant indicates no DBE participation, they may proceed with submitting the Commitments and Payments report.
- **DBE Participation:** If the consultant indicates DBE participation, they must provide a detailed list of DBE commitments and subcontractors within the Commitments and Payments report.

The consultant may be required to use the FDOT EOC system to report the use (or lack thereof) of DBEs. The consultant may be required to enter both its DBE commitments and subcontractor list in EOC. Once using the FDOT EOC System, the selected consultant 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>. Assistance or information about the FDOT EOC System can be found by contacting the system administrator at eoohelp@dot.state.fl.us.

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 CONSULTANT will only be permitted to replace a certified DBE subconsultant who is unwilling or unable to perform. If a subconsultant fails to perform or make progress as required by this Agreement and it is necessary to replace the subconsultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subconsultant by TPA. The CONSULTANT shall notify the TPA immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation of such. The CONSULTANT must obtain the TPA's representative's prior approval to substitute a DBE. The CONSULTANT shall provide copies of new or amended subcontracts, or documentation of good faith efforts, as required by the TPA. If the CONSULTANT 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 CONSULTANT shall provide the TPA with a copy of the CONSULTANT's contract with any subconsultant and any other related documentation requested by TPA's representative.

J. The CONSULTANT 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 CONSULTANT 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 CONSULTANT agrees to require all of its DBE subconsultants 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 CONSULTANT shall certify that it has disbursed to all subconsultants and suppliers, having an interest in the Agreement or performing work or providing materials or supplies used by the CONSULTANT in its performance of the Work, their pro-rata share(s) of the payment received by the CONSULTANT from previous progress payments for all work completed and materials furnished in the previous period, less any retainage withheld by the CONSULTANT pursuant to an agreement with a subconsultant for payment, as approved by the TPA and FDOT, and as deemed appropriate by TPA. The CONSULTANT shall return all retainage payments withheld by the CONSULTANT within thirty (30) days after each subconsultant's work has been satisfactorily completed. The CONSULTANT shall not be entitled to any progress payment before certification, unless the CONSULTANT 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 subconsultants and suppliers.

L. Within thirty (30) days of the CONSULTANT's receipt of any payment(s) received under this Agreement and any final progress payment received thereafter, the CONSULTANT shall pay all subconsultants and suppliers having an interest in the Agreement or performing work or providing materials or supplies used by the CONSULTANT in its performance of the Work, their pro-rata share(s) of the payment(s), unless the CONSULTANT demonstrates good cause, acceptable to the TPA, for not making any required payment(s) and furnishes written notification to the TPA and the affected subconsultants 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 CONSULTANT 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 CONSULTANT (or the CONSULTANT itself, if a DBE), and by reviewing payments and retainage to ensure subconsultants are paid promptly as defined in Section 5 D. The selected CONSULTANT 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 CONSULTANT is responsible for compliance with this section, both for itself and its subconsultant, 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 CONSULTANT 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 CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the CONSULTANT'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 CONSULTANTS. 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 CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the TPA, nor is the CONSULTANT authorized to use the TPA's Tax Exemption Number in securing such materials.

The CONSULTANT 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 CONSULTANT 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 CONSULTANT shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

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

CONSULTANT 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 CONSULTANT 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, CONSULTANT, and subCONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT certifies that the CONSULTANT 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 CONSULTANT certifies that the CONSULTANT 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 CONSULTANT 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 CONSULTANT agrees that this Agreement may be terminated by the TPA without further liability to the TPA if the CONSULTANT 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 CONSULTANT further agrees that this Agreement may be terminated by the TPA without further liability to the TPA if the CONSULTANT 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.

E. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

F. If federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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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Agreement FY25-03A

IN WITNESS WHEREOF, the Palm Beach Transportation Planning Agency and the CONSULTANT have hereunto set their hands to this Agreement on this ____ day of ____, 2025.

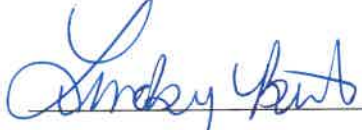
KITTELSON & ASSOCIATES INC.,
Authorized to do business in the State of Florida

By: 
Name John Paul Weesner

Title: Authorized Member/Manager

Date: June 12, 2025

ATTEST FOR KITTELSON & ASSOCIATES:


Print Name: Lindsey Burt

Palm Beach Transportation Planning Agency

By: _____
Valerie Neilson, Executive Director

Date: _____

ATTEST FOR TPA:

Ruth Del Pino, TPA Agency Clerk

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

Milton Collins, Esq.
TPA General Counsel

Exhibit A

Scope of Services

The major types of work to be performed include transportation planning activities identified in the Palm Beach Transportation Planning Agency's Unified Planning Work Program (UPWP). The work generally includes, but is not limited to:

- Transportation studies (congestion, active transportation, transit, corridor, and freight)
- Land use, urban design, and transit-oriented development
- Safety, safe systems, and public health design and planning
- Plan views, preliminary designs, and renderings of transportation facilities
- Traffic, network analysis, and transportation modeling
- Performance Based Planning and Programming
- Project review and prioritization
- Public involvement tools, graphics, content production
- Collect, maintain, analyze, and visualize transportation and GIS data
- Innovative transportation planning and engineering, including new technologies
- Discretionary grant application preparation and delivery
- Administrative support for the TPA
- Core products support, including the Transportation Improvement Program, Long Range Transportation Plan, and Unified Planning Work Program

Exhibit B

Hourly Rate Schedule



**Palm Beach Transportation Planning Agency
Rate Schedule
*As of May 2025***

Classification	Hourly Billing Rate*
Senior Principal Engineer/Planner	\$313.46
Principal Engineer/Planner	\$276.91
Associate Engineer/Planner	\$245.12
Senior Engineer/Planner	\$199.12
Engineer/Planner	\$163.71
Transportation Analyst	\$135.99
Technician I	\$111.15
Technician II	\$131.30
Senior Technician	\$150.71
Associate Technician	\$209.40
Office Support	\$109.40
Data Analyst / Software Technician	\$159.27
Senior Data Scientist/Developer	\$233.24

Exhibit C

AUTHORIZED REPRESENTATIVE DECLARATIONS FORM

John Paul Weesner (Name of Representative) for:
Kittelson & Associates, Inc. (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

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-CONSULTANTs 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 CONSULTANT, the CONSULTANT 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.

(CORPORATE SEAL)



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Exhibit D

FEDERAL TRANSIT ADMINISTRATION REQUIRED CONTRACT CLAUSES

A. No Government Obligation to Third Parties. CONSULTANT 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 CONSULTANT, or any sub-recipient, or any other party pertaining to any matter resulting from this contract or purchase order. CONSULTANT 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. CONSULTANT 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, CONSULTANT 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, CONSULTANT 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. CONSULTANT 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. CONSULTANT agrees to include the above stated provisions in each subcontract financed in whole or in part with federal assistance provided by the FTA. CONSULTANT shall not modify the above stated provisions except to identify the subconsultant who will be subject to the provision.

C. Federal Changes. CONSULTANT 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. CONSULTANT's failure to so comply shall constitute a material breach of this Agreement. CONSULTANT 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. CONSULTANT 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. CONSULTANT 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, CONSULTANT 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, CONSULTANT 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, CONSULTANT 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. CONSULTANT 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, CONSULTANT 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, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONSULTANT 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, CONSULTANT 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, CONSULTANT agrees to comply with any implementing requirements FTA may issue.

3. CONSULTANT 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, CONSULTANT 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. CONSULTANT agrees to comply with and does hereby assure and certify the compliance of each third-party CONSULTANT 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. CONSULTANT 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. CONSULTANT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401, *et seq.* CONSULTANT 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. CONSULTANT

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, CONSULTANT 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.* CONSULTANT 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. CONSULTANT 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. CONSULTANT 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. CONSULTANT is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate CONSULTANT-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, CONSULTANT 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 CONSULTANT, its subconsultants, 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 2025-07**A RESOLUTION APPROVING THE CITRIN COOPERMAN & COMPANY, LLP. CONTRACT FOR FINANCIAL STATEMENT PREPARATION and AUDITING SERVICES**

WHEREAS, the TPA's mission is to collaboratively plan, prioritize and fund the transportation system in Palm Beach County; and

WHEREAS, the TPA has determined that it is necessary and appropriate to enter into a contract for Financial Statement Preparation and Auditing Services; and

WHEREAS, on April 21, 2025 the TPA publicly advertised a Request for Proposals (RFP) FY25-04 for Financial Statement Preparation and Auditing Services for at least 15 business days, in accordance with the Palm Beach TPA Procurement Policy; and

WHEREAS, per Florida Statutes Section 218.39 and 218.391, an auditor selection committee consisting of three members including a member of the TPA governing body served as the chair of the committee; and

WHEREAS, the selection committee evaluated and ranked the responsive proposals based on the evaluation criteria on May 15, 2025 as specified in Section 2.18 of the RFP; and

WHEREAS, the final results and rankings of RFP FY25-04 were published on May 16, 2025 via Notice of Intent to Award; and

WHEREAS, Citrin Cooperman & Company, LLP. (hereinafter referred to as the "CONSULTANT") has been selected in accordance with applicable procurement procedures and has demonstrated the qualifications and experience necessary to perform the required services; and

WHEREAS, the TPA desires to enter into Contract Agreement No. FY25-04 (hereinafter referred to as the "Agreement") for Financial Statement Preparation and Auditing Services; and

WHEREAS, the Agreement covers the term of July 1, 2025 to June 30, 2028; and

WHEREAS, the Agreement includes the option to extend the services for three (3) additional one (1) year periods as deemed appropriate by the TPA with a maximum amount of funding of \$46,000, \$47,000, and \$48,000 respectively per additional year; and

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

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

SECTION 2. The TPA Governing Board hereby approves the Agreement with the CONSULTANT.

SECTION 3. The Executive Director is authorized to execute the contract, extensions, and any related documents necessary to implement the contract on behalf of the TPA.

SECTION 4. 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 26th day of June 2025.

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

By: _____
Chelsea Reed, TPA Chair

ATTEST:
SUFFICIENCY

APPROVED AS TO FORM AND LEGAL

Ruth Del Pino, TPA Agency Clerk

Milton Collins, TPA General Counsel

PALM BEACH TPA Agreement No. 2025-04

**BETWEEN
PALM BEACH MPO DBA
THE PALM BEACH TRANSPORTATION PLANNING AGENCY
AND EXTERNAL AUDITOR for
FINANCIAL STATEMENT PREPARATION and AUDITING SERVICES**

This Agreement is made as of this ____ day of _____, 2025, by and between the Palm Beach MPO d/b/a the Palm Beach Transportation Planning Agency, an entity created pursuant to the provisions of Chapters 163 and 339, Florida Statutes (F.S.), (hereinafter referred to as the "TPA") located at 301 Datura Street, West Palm Beach, FL 33401 and **Citrin Cooperman & Company, LLP, a New York Limited Liability Partnership**, authorized to do business in the State of Florida and whose principal place of business is located at 6550 N Federal Highway, 4th Floor Ft Lauderdale, FL 33308, (hereinafter referred to as the "AUDITOR").

WITNESSETH

WHEREAS, the AUDITOR was selected to provide the Services via RFP No. FY25-04 in compliance with the TPA Procurement Policy and Section 218.39 and 218.391, Florida Statutes.

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

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

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

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

Section 1. Incorporation of Facts; 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. **Purpose.** The purpose of this Agreement is to set forth the various duties, rights, and obligations of parties regarding the provision of services to the TPA.

Section 3. **Representatives.** The TPA's representative during the performance of this Agreement is the Executive Director of the TPA, and the AUDITOR's representative during the performance of this Agreement is [AUDITOR contact] 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 AUDITOR's representative shall not affect AUDITOR'S responsibility for the provision of the Services under this Agreement.

Section 4. **Effective Date, Term, and Renewal.** This Agreement shall take effect on July 1, 2025 and shall remain in full force and effect for a period of three (3) years, expiring June 30, 2028. Three (3) 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 AUDITOR in writing of its election at least fifteen (15) days prior to the expiration of the then current term of the Agreement at the address set forth in Section 36 of this Agreement.

Section 5. **Services.**

- A. The AUDITOR shall commence provision of the Services upon execution of this Agreement and deliver all services, reports, presentations, and/or goods according to the timelines outlined in Exhibit "A". In the event that AUDITOR anticipates any delay in the delivery of any items as part of its responsibilities under this Agreement, AUDITOR shall promptly notify the TPA of such delay. Upon receipt of such notice, the TPA may elect to terminate the Agreement. The Services are governed by this Agreement and may only be changed by written instrument signed by both parties.

- B. The AUDITOR shall comply with all applicable Federal, State, and local laws, Executive Orders, ordinances, and regulations relevant to the Services identified under this Agreement. If any provision of this Agreement requires the AUDITOR to violate any Federal, State, or local law, Executive Order, ordinance, or regulation, AUDITOR will immediately notify the TPA in writing of the appropriate changes and modifications that are necessary to proceed with the Services in compliance with the law.
- C. This Section 5. shall survive the termination of this Agreement.

Section 6. **Payments.**

- A. The maximum amount to be paid by the TPA to the AUDITOR under this agreement for the Services each year is as follows:

Year Ending June 30,	Amount (dollars in United States currency)
2026	\$43,000
2027	\$44,000
2028	\$45,000
Optional Years*	
2029	\$46,000
2030	\$47,000
2031	\$48,000

*Only applicable if the TPA exercises the option to extend the agreement.

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

- B. The AUDITOR shall notify the TPA upon substantial percentage (%) completion of the Services and submit an invoice for the percentage (%) complete. All invoices submitted by the AUDITOR shall be itemized in sufficient detail so that the TPA and any other governmental entity with oversight over expenditures made pursuant to this Agreement may perform proper pre and post United States Department of Transportation (hereinafter referred to as "U.S. DOT") or FDOT required audits of the invoices and determine that the Services have been properly performed.
- C. Invoices received from the CONSULTANT 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 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, provide a breakdown of hours worked and applicable rates as per the rate table in Exhibit B, and shall contain an original signature of an authorized AUDITOR official. Invoices will normally be paid within thirty (30) days following the TPA's representative

approval. Payments will be remitted to the AUDITOR at the address set forth in Section 36 of this Agreement or such other address as is designated in writing by the AUDITOR to the TPA.

- D. In order for each party to close its books and records, the AUDITOR will clearly state "final invoice" on its last and final billing. This certifies that all Services have been properly completed, provided to, and approved by the TPA and all charges and costs have been invoiced to the TPA. Since this account will thereupon be closed, any and all other future charges, if not properly included on this final invoice, are waived by the AUDITOR. All invoices must be submitted within ninety (90) 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 7. Availability of Funds. The TPA's performance and obligation to pay under this Agreement is contingent upon its receipt of funds, as a grantee or funding recipient of FDOT or the 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 to be provided under this Agreement, including reimbursement of costs and expenses if:

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

Section 8. Reports and Ownership of Documents. All written information associated with this Agreement shall be considered a Public Record open to public inspection subject to the provisions of Chapter 119, F.S., unless otherwise made confidential or exempt under Florida law. All documents, papers, letters, drawings, maps, books, tapes, photographs, films, characteristics, sketches, programs, data-base reports, data processing software, material, websites/web pages, and other data developed under or arising from this Agreement, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency, whether public or private but acting on behalf of the AUDITOR or the TPA (hereinafter referred to as "Public Record" or "Public Records"), shall be the shared property of the TPA, AUDITOR, and any agencies that have provided funding but may be reused by the TPA and the AUDITOR.

- A. The AUDITOR shall deliver to the TPA's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the TPA under this Agreement.
- B. To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed,

or supplied by the TPA or at its expense will be kept confidential by AUDITOR and will not be disclosed to any other party, directly or indirectly, without the TPA's prior written consent unless required by a lawful court order.

- C. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by the AUDITOR pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.
- D. The AUDITOR acknowledges that it is subject to Florida's Public Records Law and agrees that it shall comply with the requirements of said law. The AUDITOR further agrees that the TPA may unilaterally terminate this Agreement (and such termination will be for cause) if the AUDITOR refuses to produce or to allow public access to any Public Records, or does not produce or allow access within a reasonable period of time after a request for Public Records has been received. The AUDITOR agrees that it shall not initiate or take any action against the TPA, if the TPA terminates this Agreement because of the AUDITOR's failure to comply with Florida's Public Records Law. Notwithstanding the foregoing, refusal of the AUDITOR to allow public access to such Public Records shall not constitute ground(s) for unilateral cancellation of this Agreement by the TPA, if pursuant to direction of the TPA, the AUDITOR withholds access to said Public Record, because it is confidential or exempt from disclosure status pursuant to federal or Florida law. Further, if a request for a Public Record is made to the AUDITOR, upon the furnishing of that Public Record to the requestor, the TPA shall be promptly notified and furnished, at no cost, with a similar copy of the Public Record.
- E. To the extent required by law, documents prepared pursuant to this Agreement are subject to Florida's Public Record Law. The AUDITOR agrees to keep and maintain Public Records in the AUDITOR's possession or control in connection with their performance under this Agreement. The AUDITOR additionally agrees to comply specifically with the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the TPA and the public to all documents subject to disclosures under applicable law. The AUDITOR shall ensure that Public Records that are confidential or exempt, as provided by Florida or federal law, from Public Records disclosure requirements are not disclosed, except as authorized by law and as approved by the TPA, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the TPA.
- F. Upon request from the TPA's custodian of Public Records, the AUDITOR shall provide the TPA with a copy at no cost to the TPA of the requested records. Unless otherwise provided by law, copies of any and all Public Records are and shall remain the property of the TPA.
- G. All Public Records held by the AUDITOR must be retained for a period of five (5) years or such later date as may be provided by Florida's governmental Public Records retention schedules, whichever date shall be later in time.
- H. Upon completion of this Agreement or in the event of termination by either party, at the request of the TPA copies of any and all Public Records relating to the Agreement in the possession of the AUDITOR related to this Agreement shall be delivered by the AUDITOR to the TPA, at no cost to the TPA, within forty-five (45) days (unless the TPA advises the AUDITOR that it already has copies of those Public Records). Unless the TPA advises the AUDITOR that it already has copies of those Public Records, copies of all such records stored electronically by the AUDITOR

shall be delivered to the TPA in a format that is compatible with the TPA's information technology systems. Once the Public Records have been delivered upon completion or termination of this Agreement, the AUDITOR may destroy any and all duplicate Public Records that are exempt or confidential and exempt, as defined by Florida or Federal law, from Public Records disclosure requirements, pursuant to law.

- I. Notwithstanding anything contained herein, the AUDITOR further agrees to:
1. Keep and maintain public records that ordinarily and necessarily would be required by the TPA in order to perform the Services;
 2. Provide the public with access to public records on the same terms and conditions that the TPA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law;
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
 4. Meet all requirements for retaining public records and transfer, at no cost to the TPA, all public records in possession of the AUDITOR upon termination of the Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the TPA in a format that is compatible with the information technology system of the TPA, as determined by the TPA. Notwithstanding any language to the contrary, AUDITOR shall be entitled to retain one archival copy of the public records as a part of its retention policies which shall be subject to the confidentiality provisions herein.

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

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

**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 AUDITOR notice as provided in Section 36 of this Agreement.

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

Section 9. Access and Audits.

- A. The AUDITOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) non-calendar fiscal years after completion or termination of this Agreement, except in the event of litigation or settlement

of claims arising from the performance of this Agreement, the AUDITOR shall maintain such records until notified by the TPA that the litigation or claims have been concluded and resolved. The AUDITOR shall maintain all records in Palm Beach County or such other location in the State of Florida approved by the TPA's Contract Representative in its sole discretion.

- B. The AUDITOR shall comply and cooperate with any audit, monitoring procedures, accounting process or other processes deemed appropriate by the TPA or FDOT, including but not limited to site visits and limited scope audits. FDOT, the State of Florida Chief Financial Officer, Comptroller or Auditor General, the USDOT, Federal Highway Administration (hereinafter referred to as "FHWA"), Federal Transit Administration (hereinafter referred to as "FTA") or their authorized employees and representatives, and any agency thereof, shall have access to and the AUDITOR shall make available its books, records, and documents related to the performance of this Agreement, for the purpose of inspection, audit or reproduction during normal business hours at the TPA's or the AUDITOR's place of business.

Section 10. Preparation of Documents, Certifications and Reports. Should the TPA be required by FDOT or an agency of the Federal or State government, including but not limited to the USDOT, or any agency thereof, to provide any certifications, documents or reports related to or produce as a result of this Agreement, the AUDITOR will promptly cooperate and assist the TPA with the preparation of such at no cost to the TPA or any agency of the Federal or State government.

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

Section 12. FDOT Funded Project.

- A. This Agreement is funded in whole or in part with funds received from FDOT by the TPA. The expenditure of such funds is subject to the terms and conditions of any agreement between the TPA and FDOT providing funding for this Agreement. The AUDITOR shall not perform any act, fail to perform any act or refuse to comply with TPA requests which may cause the TPA to be in violation of any term or condition of its JPA with FDOT or cause FDOT or USDOT to refuse to approve a requisition or invoice for payment or reimbursement submitted by the TPA. The AUDITOR will immediately remedy any deficiency or violation found by the TPA upon notice of such from the TPA, or alternatively, and in addition to any other right to terminate this Agreement, the TPA may terminate this Agreement by providing written notice to the AUDITOR. In the event of termination, the AUDITOR will be paid by the TPA for services satisfactorily rendered through the effective date of termination; provided, that, no circumstance(s) exists which would limit or restrict the TPA's obligation to pay, as set forth in this Agreement, including but not limited to those described in Section 7. The TPA's obligation to pay the AUDITOR is contingent upon the TPA's receipt of funds from the FDOT for the purposes of this Agreement.
- B. If any provision of this Agreement requires the AUDITOR to violate any federal, state or local law or regulation, the AUDITOR will at once notify the TPA in writing of the appropriate changes and modifications that are necessary to enable it to go forward with the Work in compliance

with law.

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

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

Section 14. **Indemnification.** The AUDITOR shall save, reimburse, defend, indemnify and hold the TPA, and their respective agents, employees, volunteers and elected officers harmless from and against claims, liability, expense, loss, cost, damages or causes of action of every kind or character, breach of warranty, breach of representation, and breach of contract, arising during and as a result of or related in any manner to the extent of the AUDITOR's gross negligence, willful misconduct, or fraud. The obligation to indemnify shall be limited to actual out-of-pocket damages.

The TPA shall notify the AUDITOR of any actual or prospective claim for which indemnification may be sought upon actual knowledge of that claim; provided, however that failure to give notice shall not relieve the AUDITOR of its obligations under this indemnification clause except to the extent that the AUDITOR is materially prejudiced by that failure. In the event that any third party claim is made, the AUDITOR shall have the right to undertake and control the defense of such action; provided, that the TPA may undertake and control that defense in the event of a material failure of the AUDITOR to undertake and control it, without prejudice to any right under this indemnification clause. This indemnification clause shall survive the termination of and term of this Agreement. The AUDITOR

agrees to waive the ability to dispute claims or fees. The AUDITOR and the TPA both agree that this Agreement is not a construction agreement as provided in Section 725.06, F.S. This section shall survive the termination of this Agreement.

Section 15. Claims/Damages. The TPA and the AUDITOR each acknowledge the waiver of sovereign immunity for liability in tort contained in Section 768.28, F.S., the State of Florida's partial waiver of sovereign immunity, as waived or modified by the Florida Legislature, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or property damage caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The TPA and the AUDITOR agree to be responsible for all such claims, and damages, in tort, to the extent and limits provided in Section 768.28, F.S., as waived or modified by the Florida Legislature, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense that the parties may have under such statute, nor as consent to be sued by third parties. Nothing herein is intended to serve as a waiver of sovereign immunity by the TPA nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The TPA is subject to section 768.28, Florida Statutes, as may be amended from time to time. The AUDITOR agrees that neither the TPA nor FDOT shall be subject to any obligations or liabilities to any third-party AUDITOR, subcontractor or any other entity pertaining to any matter resulting from this Agreement. Notwithstanding the foregoing and to the extent permitted by law, AUDITOR agrees to indemnify and hold the TPA harmless from any claim, damage, loss, cost, charge or expense to the extent of any error, omission or negligent act of the AUDITOR, its officers, employees, and agents, in the performance of this Agreement, except that the AUDITOR shall not be responsible to the extent of any error, omission or negligent act of the TPA or its officers or employees during the performance of this Agreement. This section shall survive the termination of this Agreement.

Section 16. Insurance. It shall be the responsibility of the AUDITOR to provide evidence of the following minimum amounts of insurance coverage or legal liability protection:

- A. **Required Insurance Coverages.** Without waiving the right to Sovereign Immunity as provided by Section 768.28, F.S., and as a minimum, the AUDITOR and the TPA agree that the limits of insurance coverage which the AUDITOR is to procure and maintain through the term of this Agreement, on behalf of itself, will procure and maintain (or cause to be procured and maintained by any AUDITOR subcontractor) the following coverages:

Commercial General Liability. During the term of this Agreement, the AUDITOR, on its behalf, shall maintain Commercial General Liability Insurance. Coverage shall include, as a minimum: (i) Premises Operations, (ii) Personal Injury Liability, (iii) Property Damage, (iv) Expanded Definition of Property Damage, (v) Products and Completed Operations, and (vi) Incidental Contractual Liability in both the primary and any umbrella policy coverage. The minimum limits acceptable shall be not less than \$1,000,000 Combined Single Limit for bodily injury or death of one or more persons, or property damage in aggregate. 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.

1. **Workers' Compensation and Employers Liability.** The AUDITOR shall maintain Workers' Compensation Insurance, employer's liability insurance and any other insurance as required by Florida Statutes. In addition, the AUDITOR must obtain Employers' Liability Insurance with limits of not less than: (i) \$500,000 Bodily Injury by Accident, and (ii) \$500,000 Bodily Injury by Disease, each employee adjusted periodically as may be required by law from time to time. The Workers' Compensation insurance shall extend to all employees of the AUDITOR and, if required by law, shall also extend to volunteers of the AUDITOR.
 2. **Business Automobile Liability.** During the term of this Agreement, the AUDITOR shall maintain Business Automobile Liability Insurance with coverage extending to all Owned, Non-Owned and Hired autos used by the AUDITOR in connection with its operations under this Agreement. The minimum limits acceptable shall be \$1,000,000 Combined Single Limit ("CSL"). The use of an excess/umbrella liability policy to achieve the limits required by this paragraph will be acceptable as long as the terms and conditions of the excess/umbrella policy are no less restrictive than the underlying Business Automobile Liability policy.
 3. **Professional Liability.** The AUDITOR shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$2,000,000 Each Claim. For policies written on a "Claims Made" basis, the AUDITOR shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The insurance policy providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" basis, the policy must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Agreement, the AUDITOR shall purchase a SERP with a minimum reporting period not less than 3 years. The AUDITOR shall provide this coverage on a primary basis. If the insurance policy is a "claims made" type of coverage, the AUDITOR shall maintain the insurance for at least 780 days after the completion of all work under this Agreement.
- B. **Evidence of Insurance.** Prior to the AUDITOR receiving any Work pursuant to this Agreement, satisfactory evidence of the required insurance shall be provided to the TPA. Satisfactory evidence shall be either: (i) a copy of the declaration page certified by the insurer to the TPA; or (ii) an insurance company certified copy of the actual insurance policy. The TPA, at its sole option, may from time to time request a certified (by the insurer) copy of any or all insurance policies required by this Agreement. The AUDITOR, in the manner provided in this Agreement for giving notice, shall forward to the TPA any of the instruments required hereunder within thirty (30) days of request by the TPA or, on not less than a yearly basis, not later than the effective date of any policy or policy renewal. If the AUDITOR does not furnish proof of insurance as set forth in this section within thirty (30) days of the receipt of a request therefore from the TPA or on not less than a yearly basis, or if the AUDITOR fails to at all or any times to maintain adequate insurance as required herein, the TPA may, but shall not be obligated to obtain insurance to satisfy this Section 16. The declaration page or policy shall list the "Palm Beach MPO, d/b/a the Palm Beach TPA, its successors and assigns", as the named "additional insured." The AUDITOR's failure to provide evidence of coverage prior to the time the AUDITOR is to commence performance shall be grounds for the TPA's cancellation or termination of this Agreement. If the AUDITOR elects to self-insure during the term of this Agreement, it shall provide evidence thereof in a form

deemed satisfactory to the TPA and have received the TPA's approval in writing thereof prior to terminating the AUDITOR's insurance coverage.

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

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

Section 17. **Personnel.** The AUDITOR warrants that all professional services shall be performed by skilled and competent personnel to the highest professional standards in the field. As may be required by Florida law from time to time, said personnel shall be licensed by, and in good standing with, the State of Florida.

- A. The AUDITOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the TPA nor shall they be considered as joint employees or volunteers of the TPA.

- B. All of the services required hereunder shall be performed by the AUDITOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, licensed, authorized or permitted under state and local law to perform such services.

Section 18. Public Entity Crimes. The AUDITOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is an auditor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to TPA, may not submit a bid on a contract with TPA for the construction or repair of a public building or public work, may not submit bids on leases of real property to TPA, may not be awarded or perform work as an AUDITOR, supplier, subcontractor, or consultant under a contract with TPA, and may not transact any business with TPA in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from TPA's competitive procurement activities. In addition to the foregoing, the AUDITOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether AUDITOR has been placed on the convicted vendor list.

Section 19. Discriminatory Vendor List. The AUDITOR hereby certifies that it has not been placed on Florida's Department of Management Services' Discriminatory Vendor List as provided under Section 287.134, F.S.

Section 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 AUDITOR's employees and the employees of the AUDITOR's subconsultants, performing Work pursuant to this Agreement. In addition, Florida law requires that the E-verify system be used by the AUDITOR. See s. 448.095, F.S. Accordingly, the AUDITOR agrees that it will utilize the System, in accordance with the law and the regulations applicable to the System, to verify the employment eligibility of its employees and that it will require any subconsultant used in the performance of the Work to verify the employment eligibility of its employees. The AUDITOR shall provide evidence that it and its subconsultants have so verified the employment eligibility of all employees to the TPA and FDOT on forms and in the manner required by the TPA.
- B. The AUDITOR acknowledges that the TPA has received and will seek funds from the FDOT, and that such funds may be used to pay AUDITOR for the services it provides under this Agreement. The AUDITOR further acknowledges that FDOT has advised recipients of FDOT funds that it will consider an AUDITOR's employment of unauthorized aliens to be a material violation of the Immigration and Nationality Act and this Agreement. The AUDITOR affirms to the TPA that it will not employ unauthorized aliens or take any other act which may cause the TPA to be in violation of any term or condition of any agreement between the TPA and the FDOT.

Section 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 term and the performance of this Agreement, the AUDITOR agrees for itself, its assignees and successors in interest as follows:

- A. Compliance with Regulations: The AUDITOR shall comply with the nondiscrimination regulations applicable to federally assisted programs of the USDOT set forth at 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as "Regulations"). Said Regulations are hereby incorporated into and made a part of this Agreement by reference.
- B. Nondiscrimination: The AUDITOR, with regard to the work performed during this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The AUDITOR shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21, as it may be amended from time to time, of the Regulations, including employment practices if this Agreement covers a program set forth in Appendix B of the Regulations. The AUDITOR agrees to comply with the provisions set forth in attached Appendix "A", including the AUDITOR's responsibility to incorporate the provisions in subcontracts, throughout the term of this Agreement.
- C. Solicitations for subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the AUDITOR, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the AUDITOR of the AUDITOR's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- D. Information and Reports: The AUDITOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by FDOT, Federal Highway Administration (hereinafter referred to as "FHWA"), FTA, Federal Aviation Administration (hereinafter referred to as "FAA"), and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the AUDITOR is in the exclusive possession of another who fails or refuses to furnish this information, the AUDITOR shall so certify to FDOT, FHWA , FTA, FAA, and/or the Federal Motor Carrier Safety Administration as appropriate, and

shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the AUDITOR's noncompliance with the nondiscrimination provisions of this Agreement, FDOT shall impose such contract sanctions as it or FHWA, FTA, FAA, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
 - 1. Withholding of payments to the AUDITOR until the AUDITOR complies; and/or
 - 2. Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The AUDITOR shall include the provisions of paragraphs A. through E. of this section in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, or directives issued pursuant thereto. The AUDITOR shall take such action with respect to any subcontract or procurement as FDOT, FHWA, FTA, FAA, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the AUDITOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the AUDITOR may request FDOT to enter into such litigation to protect the interests of FDOT, and, in addition, the AUDITOR may request the United States to enter into such litigation to protect the interests of the United States.
- G. The AUDITOR does hereby represent and certify that it will comply with all the requirements imposed by Title VI of the Civil Rights Acts of 1964 and Title VII of the Civil Rights Act of 1968, as they have been and may be modified from time to time (42 U.S.C. 2000d, *et. seq.* and 3601 *et. seq.*), and all applicable implementing regulations of the USDOT and its agencies.
- H. The AUDITOR does hereby represent and certify that it will comply with all the requirements of the Americans with Disabilities Act (42. U.S.C. 12102, *et. seq.*) and all applicable implementing regulations of the USDOT and its agencies.
- I. The AUDITOR shall report all grievances or complaints pertaining to its actions and obligations under this Article to the TPA.
- 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 CONSULTANTS, 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 on 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.

Section 22. **Conflict of Interest.**

- A. The AUDITOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Section 112.311, Florida Statutes. The AUDITOR further represents that no person having any such interest shall be employed to assist in the performance of this Agreement.
- B. The AUDITOR shall promptly notify the TPA's representative, in writing, by certified U.S. mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the AUDITOR's judgment, or the quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that the AUDITOR may undertake and advise the TPA as to whether the association, interest, or circumstance would constitute a conflict of interest if entered into by the AUDITOR. The TPA may notify the AUDITOR of its opinion as to whether a conflict exists under the circumstances identified by the AUDITOR. If, in the opinion of the TPA, the prospective business association, interest or circumstance would constitute a conflict of interest by the AUDITOR, then the AUDITOR shall immediately act to resolve or remedy the conflict. If the AUDITOR shall fail to do so, the TPA may terminate this Agreement for cause.
- C. The AUDITOR shall not enter into any contract, subcontract, or arrangement in connection with the Work (hereinafter referred to as "Project," "Scope," or "Scope of Services") or any property included or planned to be included in the Work, with any officer, director or employee of the TPA or any business entity of which the officer, director or employee or the officer's, director's or

employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's director's or employee's spouse or child, or any combination of them, has a material interest.

- D. "Material Interest" means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of any business entity.
- E. The AUDITOR shall not enter into any contract or arrangement in connection with the Work or Project, with any person or entity that was represented before the TPA by any person, who at any time during the immediately preceding two (2) years, was an officer, director or employee of the TPA.
- F. The AUDITOR agrees for itself and shall insert in all contracts entered into in connection with the Work or Project or any property included or planned to be included in the Work or Project, and shall require its AUDITORS to insert in each of their subcontracts, the following provision:

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

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

Section 23. Independent Auditor Relationship. The AUDITOR is and shall be, in the performance of the Work, services and activities under this Agreement, an Independent AUDITOR and not an employee, agent, or servant of the TPA. All persons engaged in any of the Work or services performed pursuant to this Agreement shall, at all times and in all places, be subject to the AUDITOR's sole direction, supervision, and control. The AUDITOR shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects, the AUDITOR's relationship and the relationship of its employees to the TPA shall be that of an Independent AUDITOR and not as employees or agents of the TPA. The AUDITOR does not have the power or authority to bind the TPA in any promise, agreement, or representation.

Section 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 AUDITOR without the prior written consent of the TPA, which the TPA may deny for any reason. Likewise, subcontractors pursuant to this Agreement must also be approved by the TPA, subject to a right of

denial for any reason. The parties agree that additional consideration incorporated into the payment schedule of this Agreement has been made for this provision.

Section 25. **Contingent Fees.** The AUDITOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the AUDITOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a *bona fide* employee working solely for the AUDITOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

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

Section 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 AUDITOR and a part of this Agreement by this reference. The AUDITOR shall perform the duties and obligations described in Exhibit "C" and shall complete the representations and provide any information required therein. This Agreement may be funded with assistance from the FHWA. If so, the TPA will follow, and require the Auditor to comply with, all applicable 3rd party procurement policies in accordance with the Regulations of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time. The Auditor is hereby advised that the applicable FHWA required contractual provisions set forth in Exhibit "D" shall

be set forth in any Contract resulting from this RFP.

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 AUDITOR or the TPA shall have any rights in this Agreement or any remedy against either the AUDITOR or the TPA for a violation of any of the terms and conditions set forth herein or pertaining in any way to the services to be rendered by the AUDITOR to the TPA hereunder.

Section 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 AUDITOR 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 AUDITOR: Citrin Cooperman
 c/o Stephen Emery
 6550 North Federal Highway, 4th Floor
 Ft. Lauderdale, FL 33308

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

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

Section 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 AUDITOR, and FDOT and USDOT.

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 AUDITOR will not discriminate on the basis of race, color, national origin, or sex in the performance of any USDOT- assisted contract or the requirements of 49 CFR Part 26. The AUDITOR shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the performance of this Agreement. The TPA's DBE Program, as required by 49 CFR Part 26 and approved by DOT is incorporated by reference into this Agreement. Implementation of this program is a legal obligation and the failure to carry out its terms shall be treated as a violation of this Agreement.
- B. Neither the AUDITOR nor any subcontractor it may use in the performance of this Agreement shall discriminate on the basis of race, color, national origin, or sex in the award of or the performance of this Agreement. The AUDITOR shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of this Agreement and the Work associated with this USDOT assisted contract. Failure by the AUDITOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy or action as the TPA deems appropriate which may include but is not limited to:
 - 1. Withholding monthly progress payments;
 - 2. Assessing sanctions;
 - 3. Liquidated damages, and/or
 - 4. Disqualifying AUDITOR from future contracts as non-responsible.
- C. AUDITOR shall include the statements set forth in paragraphs A. and B. above in each subcontract or subcontractor contract it lets.
- D. 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. Therefore, no specific DBE contract goal may be applied to this agreement.
 - 1. The TPA will not require use of DBEs by the AUDITOR 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 AUDITOR.
 - 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. Certified DBEs are listed in the Florida Unified Certification Program (UCP) DBE Directory, who by reason of their certification are ready, willing, and able to provide and assist with the services identified in the scope of work. Assistance with locating DBEs and other special services is available at no cost through FDOT's Equal Opportunity Office DBE Supportive Services. More information is available by visiting: <https://www.fdot.gov/equalopportunity/dbecertification.shtm> or calling 850-414-4750.
- F. Only those firms certified by FDOT or other participants in Florida's Unified Certification Program at the time of proposal opening shall be reported. It is the responsibility of the respondent to confirm and document the certification of any proposed DBE.
- G. 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 AUDITOR to make considered efforts to identify and use these firms. For assistance with locating DBEs, the AUDITOR 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 consultants.
- H. DBE Reporting Requirements.

The Auditor completed and submitted the DBE Bidder Opportunity List form as part of the submission package. The DBE Bidder Opportunity List form is included as an Attachment to this agreement.

The selected AUDITOR is required to complete a Commitments and Payments report. This report must indicate whether the AUDITOR will utilize Disadvantaged Business Enterprises (DBEs) for the awarded contract.

- **No DBEs:** If the AUDITOR indicates no DBE participation, they may proceed with submitting the Commitments and Payments report.

- **DBE Participation:** If the AUDITOR indicates DBE participation, they must provide a detailed list of DBE commitments and subcontractors within the Commitments and Payments report. The AUDITOR is obliged to update the Commitments and Payments report at least every thirty (30) days to reflect on current commitments and payment statuses. The selected AUDITOR may be required to use the FDOT EOC system to report the use (or lack thereof) of DBEs. The AUDITOR may be required to enter both its DBE commitments and subcontractor list in EOC. Once using the FDOT EOC System, the selected AUDITOR must access FDOT at least every thirty (30) days to update commitments and enter EOC payments.

Assistance or information about the FDOT EOC System can be found by contacting the system administrator at eoohelp@dot.state.fl.us.

- I. The AUDITOR will only be permitted to replace a certified DBE subconsultant who is unwilling or unable to perform. If a subconsultant fails to perform or make progress as required by this Agreement and it is necessary to replace the subconsultant to complete the work in a timely fashion, the AUDITOR shall promptly do so, subject to acceptance of the new subconsultant by TPA. The AUDITOR shall notify the TPA immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation of such. The AUDITOR must obtain the TPA's representative's prior approval to substitute a DBE. The AUDITOR shall provide copies of new or amended subcontracts, or documentation of good faith efforts, as required by the TPA. If the AUDITOR fails or refuses to comply in the time specified, the TPA may issue an order stopping all or part of the work and payments therefor until satisfactory action has been

undertaken, terminate this Agreement for noncompliance/default, impose sanctions, or take other action deemed appropriate by the TPA under the circumstances.

- J. The AUDITOR shall provide the TPA with a copy of the AUDITOR's contract with any subconsultant and any other related documentation requested by TPA's representative.
- K. The AUDITOR agrees to maintain in Palm Beach County, Florida or such other location in Florida approved by the TPA's representative, all relevant records, documents of payments and information necessary to document payments to DBEs for at least five (5) years following the termination of this Agreement. In the event litigation is commenced involving or relating to a DBE, the AUDITOR agrees to maintain such records until the conclusion of all litigation and the expiration of any appeal periods. All such records and information shall be immediately made available for reproduction, examination, or inspection upon the request of TPA's representative or any authorized representative of FDOT or the U.S. DOT or any agency thereof. The AUDITOR agrees to require all of its DBE subconsultants to comply with the same records and information maintenance and availability requirements that it is subject to in this Agreement.
- L. Prior to receiving any progress payment due under this Agreement, the AUDITOR shall certify that it has disbursed to all subconsultants and suppliers, having an interest in the Agreement or performing work or providing materials or supplies used by the AUDITOR in its performance of the Work, their pro-rata share(s) of the payment received by the AUDITOR from previous progress payments for all work completed and materials furnished in the previous period, less any retainage withheld by the AUDITOR pursuant to an agreement with a subconsultant for payment, as approved by the TPA and FDOT, and as deemed appropriate by TPA. The AUDITOR shall return all retainage payments withheld by the AUDITOR within thirty (30) days after each subconsultant's work has been satisfactorily completed. The AUDITOR shall not be entitled to any progress payment before certification, unless the AUDITOR demonstrates good cause for not making any such required payment and furnishes written notification of such good cause, acceptable to the TPA, to both the TPA and the affected subconsultants and suppliers.
- M. Within thirty (30) days of the AUDITOR's receipt of any payment(s) received under this Agreement and any final progress payment received thereafter, the AUDITOR shall pay all subconsultants and suppliers having an interest in the Agreement or performing work or providing materials or supplies used by the AUDITOR in its performance of the Work, their pro-rata share(s) of the payment(s), unless the AUDITOR demonstrates good cause, acceptable to the TPA, for not making any required payment(s) and furnishes written notification to the TPA and the affected subconsultants and suppliers within said thirty (30) day period.
- N. Cooperation with TPA Oversight: The TPA is responsible for conducting and documenting oversight of the RFP, bidding process, award, and delivery of the AUDITOR 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 AUDITOR (or the AUDITOR itself, if a DBE), and by reviewing payments and retainage to ensure subconsultants are paid promptly as defined in Section 5 D. The selected AUDITOR will cooperate fully with TPA oversight efforts, as well as those instituted by FDOT and/or FHWA.
- O. The provisions of this section shall be construed in conformity with any requirement of state or federal law. In the event of any conflict, state or federal law will control the resolution of the conflict.
- P. Sanctions for Noncompliance: The selected AUDITOR is responsible for compliance with this section, both for itself and its subconsultant, 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 AUDITOR from future work; or referral of noncompliance determination(s) to the FDOT or USDOT Offices of Inspector General, if appropriate.

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

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

Section 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 AUDITOR. The AUDITOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the TPA, nor is the AUDITOR authorized to use the TPA's Tax Exemption Number in securing such materials. The AUDITOR shall be responsible for payment of its own and its share of its employee's payroll, payroll taxes, and benefits with respect to this Agreement.

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

Section 41. **Successor and Assigns.** The AUDITOR each binds itself and its partners, successors, executors, administrators and assigns to the TPA and other parties and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. The AUDITOR shall not assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the TPA, which the TPA may deny for any reason.

Section 42. **Excusable Delays.** The AUDITOR shall not be considered in default by reason of any failure in performance if its failure arises out of causes reasonably beyond the control of the AUDITOR and without its fault or negligence. Such causes are limited to, acts of God, force majeure, natural or public health emergencies, freight embargoes, and abnormally severe and unusual weather conditions.

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

Section 43. **Pledge of Credit.** The AUDITOR shall not pledge the TPA's credit or make it a guarantor

of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The AUDITOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

Section 44. **Florida Law Prevails; Venue**

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

Section 45. **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 CONSULTANT 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 46. **Miscellaneous provisions.**

- A. Inspection, Review, Approval, and Audit. It is understood and agreed that all rights of the USDOT relating to inspection, review, approval, and audit of the work, tracings, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America and the State of Florida. Pursuant to Section 20.055(5), F.S., it is the duty of every state officer, employee, agency, special district, board, commission, AUDITOR, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. The AUDITOR understands and will comply with this subsection.
- B. Federal Participation. It is understood and agreed that, in order to permit federal participation in the expenditure of PL Funds, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of FHWA or as otherwise provided for in this article.
- C. The TPA, in accordance with Title VI of the Civil Rights Act of 1964, 42 USC 2000d et seq., and 49 CFR Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notices all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for

an award.

- D. Solicitations for subcontracts, including procurement of materials and equipment. In all solicitations made by competitive bidding or negotiation by the TPA for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by the AUDITOR of obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, disability, religion, sex, or national origin.
- E. The AUDITOR shall provide to the TPA its Federal Tax ID Number within thirty (30) days of the effective date of this Agreement.
- F. Materiality and Waiver of Breach. The TPA and the AUDITOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. The TPA's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

Section 47. Foreign Market Restrictions.

- A. The AUDITOR 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 AUDITOR certifies that the AUDITOR 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 CONSULTANT certifies that the AUDITOR 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 AUDITOR 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 AUDITOR agrees that this Agreement may be terminated by the TPA without further liability to the TPA if the AUDITOR 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 AUDITOR further agrees that this Agreement may be terminated by the TPA without further liability to the TPA if the AUDITOR is found to have entered into

contract or renewed on or after July 1, 2018, if the AUDITOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

- E. The AUDITOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.
- F. If federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 48. Recycled Products/Recovered Materials

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

The AUDITOR 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 49. Buy America

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

For contracts valued at over \$150,000, the AUDITOR 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 AUDITOR 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 AUDITOR have hereunto set their hands to this Agreement on this __ day of [month], 20__.

AUDITOR:

TPA:

CITRIN COOPERMAN & Company, LLP,
A New York Limited Liability Partnership

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

By: Stephen Mery

By: _____

Name/Title: _____
Authorized General Partner

Valerie Neilson, Executive Director

Date: _____

Date: _____

ATTEST FOR [AUDITOR name]:

ATTEST FOR TPA:

Michael Barnett

Print Name: Michael Barnett/Manager

Ruth DelPino, TPA Executive Assistant

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Milton Collins, Esq.
TPA General Counsel

Exhibit A

SCOPE OF SERVICES

The Auditor will provide an annual Audit of the TPA's financial reporting and internal financial controls within 9 months after the close of a fiscal year. The audit years shall be:

Fiscal Year 2025 (commencing July 1, 2024, and concluding June 30, 2025)

Fiscal Year 2026 (commencing July 1, 2025, and concluding June 30, 2026)

Fiscal Year 2027 (commencing July 1, 2026, and concluding June 30, 2027)

and must be completed prior to the Federal Audit Clearing house filing date for the Fiscal Year.

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

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

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

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

The scope of the audit shall be in accordance with Generally Accepted Auditing Standards; Government Auditing Standards; all applicable Florida Statutes; all guidelines and requirements promulgated by the Office of the Auditor General and any other applicable federal, state and local laws, regulations, or professional guidance not specifically described above as well as any additional requirements which may be adopted by these organizations during the period of this contract.

In addition to the above, the selected firm shall be responsible for the schedule of the following tasks:

- Begin preliminary planning and interim fieldwork procedures on or before October 1 each fiscal cycle.
- Progress report of estimated completion percentage by December 31 each fiscal cycle.
- Progress report of estimated completion percentage by February 1 for each fiscal cycle.
- Preparation of a draft of the financial statements, related note disclosures, required and other supplementary information
- Provision of any audit adjusting entries and supporting schedules to the TPA.

In addition to these tasks and the contents of this RFP solicitation, the selected Firm's services shall be subject to the following conditions:

- The Proposer shall not substitute the individuals identified as the engagement partner(s) in its response to this RFP without notifying the Executive Director within 30 days.
- The firm selected shall either submit progress reports or hold periodic meetings not less frequently than described in the above tasks and upon reasonable request of the Executive Director, with appropriate staff to provide assurance that the audit is on schedule.
- At the completion of each audit, an exit conference will be held with appropriate staff to discuss any findings and recommendations.
- Auditors will assist the TPA in implementing and complying with any changes in reporting requirements to remain in conformity with accounting principles generally accepted in the United States of America, Florida Statutes, and Rules of the Auditor General.
- Auditors shall conduct an examination of financial statements to express an opinion on the fairness of presentation of financial position, results of operations, and changes in financial position in conformity with generally accepted accounting principles and requirements of the State of Florida and other applicable laws, rules, and guidelines.
- Auditors shall conduct an examination of any additional activities necessary to establish compliance with the term "financial audit" as defined and used in Government Auditing Standards and any amendments thereto.
- Auditors shall utilize financial condition assessment procedures to assist in the detection of deteriorating financial conditions pursuant to Section 218.39(5), Florida Statutes. The auditor

may use financial condition assessment procedures developed by the Auditor General or an alternative method. The financial condition assessment shall be done as of the fiscal year end. However, the auditor shall consider subsequent events, through the date of the audit report, that could significantly impact the local governmental entity's financial condition. This assessment is expected to be presented at the same time each ACFR is presented.

- The selected firm shall provide all required Independent Accountant / Auditor Reports in accordance with Government Auditing Standards, Florida Statutes and the Rules of the Auditor General.
- The selected firm shall provide a Management Letter as required by Florida Statutes and the Rules of the Auditor General, including all required disclosures.
- The selected firm shall provide a report on internal controls over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.
- If applicable, provide a report on compliance with requirements applicable to each major Federal program and state financial assistance project and on internal control over compliance required by Title 2, U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and Chapter 10.550, Rules of the Auditor General and the Florida Single Audit Act.
- If applicable, provide a schedule of findings and questioned costs as mandated by Title 2, U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), and the Florida Single Audit Act.
- If applicable, provide any other reports required by the Uniform Guidance and the Florida Single Audit Act.
- Workpapers are the property of the audit firm and shall be retained no less than five (5) years after the completion of this agreement.

Exhibit B

Price Rate Table

DESCRIPTION	HOURS	HOURLY RATES	TOTAL
Partners	30	400	\$12,000
Manager	60	250	\$15,000
Supervisory Staff	105	175	\$18,375
Staff	105	100	\$10,500
TOTAL			\$55,875

* A discount of \$12,875 will be applied to bridge the gap between the calculated fee here and the proposed fee of \$43,000.

AUDIT PERIOD ENDING	TOTAL HOURS PROJECTED	TOTAL
June 30, 2025	300	\$43,000
June 30, 2026	300	\$44,000
June 30, 2027	300	\$45,000
TOTAL		\$132,000

Exhibit C

FEDERAL TRANSIT ADMINISTRATION REQUIRED CONTRACT CLAUSES

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

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

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

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

to comply with any requirement which would cause the TPA to be in violation of its JPA or any FTA terms and conditions applicable to this Project. AUDITOR agrees to include the above stated provision in each subcontract financed in whole or in part with FTA assisted funding.

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

1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC §6102, section 202 of the Americans with Disabilities Act of 1990, as amended, 42 USC §12132, and Federal transit law at 49 USC §5332, as each may be amended from time to time, CONSULTANT 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, CONSULTANT 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 Eble 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, AUDITOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60, *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC §2000e note), and with any other applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. AUDITOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age.

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

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

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

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

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

F. Disadvantaged Business Enterprises (DBE). See Section 38 of the Agreement.

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

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

I. Clean Water. If this Agreement is valued at \$100,000 or more, AUDITOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution

Control Act, as amended, 33 USC 1251 et seq. AUDITOR agrees to report each violation to the TPA and agrees that the TPA will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office. AUDITOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

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

K. Seat Belts. AUDITOR is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate AUDITOR-owned, rented or personally operated vehicles, to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging, and to address each in every sub-agreement it enters into related to this Agreement. Specifically, AUDITOR is encouraged to comply with: (a) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note; (b) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (c) U.S. DOT provisions pertaining to Distracted Driving as set forth in said orders. Notwithstanding the foregoing, Section 316.614, F.S., requires that the AUDITOR, its subconsultants, and its and their employees, volunteers, agents, use and wear seat belts at all times when a motor vehicle, as defined by Florida law, is operated or in use.

Exhibit D

FEDERAL HIGHWAY ADMINISTRATION REQUIRED PROVISIONS

The resulting Contract will be funded, in whole or in part, with federal funds through the Federal Highway Administration (FHWA). Consequentially, the following FHWA and Federally- mandated provisions, as applicable, will be incorporated into the resulting Contract. Municipality and any subsequent Consultant(s) acknowledge and agree to comply with the applicable provisions in this Section. *Italicized language indicates clauses, which require drafting specific to each agreement's needs.*

1) Contract Provisions 2 C.F.R. §200. 326

The Purchaser's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

2) Buy America Requirements 23 USC 313; 23 CFR 635.410

The Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FHWA funded projects are produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchase (currently less than \$100,000) made with capital, operating, or planning funds.

3) USDOT Disadvantaged Business Enterprise (DBE) Program Requirements 49 CFR Part 26

a) As a sub-recipient of FHWA or FTA funding, TPA is required to participate in the Florida Department of Transportation (FDOT) Disadvantaged Business Enterprise (DBE) Program. Currently, the approved FDOT program is 100% race neutral. This means that TPA can likely achieve the overall aspirational goal of 10.65% (11.31% for FTA) without the use of contract goals. Nevertheless, TPA is committed to providing contracting opportunities to DBEs and other small businesses. For assistance with identifying DBEs for work on this contract, contact the FDOT Equal Opportunity Office at 850-414-4750 or visit the DBE Supportive Service Providers page at <https://www.fdotdbesupportservices.com/>

b) All bidders must use the FDOT Equal Opportunity Compliance (EOC) system to enter required information, including a Bidders Opportunity List . The selected contractor or consultant must also immediately and regularly enter DBE commitments and payments into EOC. For information on accessing EOC, visit <https://www.fdot.gov/equalopportunity/eoc.shtm> or contact the system administrator at eoohelp@dot.state.fl.us.

c) Bidders, contractors/consultants, sub-recipients, or subcontractor/consultants may not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The bidder contractor/subcontract, sub-recipient, or subcontractor/consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of FHWA and/or FTA-assisted contracts. Failure to carry out these requirements is a material breach of this contract, which

may result in the termination of this contract or such other remedy as the recipient deem appropriate.

4) FHWA Non-Collusion Statement 23 USC 112(c); 23 CFR 635.112(f)

EACH BIDDER SHALL FILE A STATEMENT EXECUTED BY, OR ON BEHALF OF THE PERSON, FIRM, ASSOCIATION, OR CORPORATION SUBMITTING THE BID CERTIFYING THAT SUCH PERSON, FIRM, ASSOCIATION, OR CORPORATION HAS NOT, EITHER DIRECTLY OR INDIRECTLY, ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION, IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THE SUBMITTED BID. FAILURE TO SUBMIT THE EXECUTED STATEMENT AS PART OF THE BIDDING DOCUMENTS WILL MAKE THE BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.

5) Sanctions and Penalties for Breach of Contract 2 CFR Part 200, Appendix II(A)

[All contracts in excess of \$150,000 shall contain provisions or conditions which will address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.]

6) Termination for Cause and Convenience 2 C.F.R. Part 200, Appendix II, ¶ B

[All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement].

7) Rights to Inventions Made Under a Contract or Agreement 2 C.F.R. Part 200, Appendix II, ¶ F

a) If the FHWA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FHWA. 2 C.F.R. Part 200, Appendix II, ¶ F.

b) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8) Energy Efficiency 42 USC 6201; 2 CFR Part 200 Appendix II (H)

Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State of Florida Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

9) Procurement of Recovered Materials 2 CFR Part 200 Appendix II (K), 2 CFR 200.322; 40 CFR

Part 247

a) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired -

i) Competitively within a timeframe providing for compliance with the contract performance schedule;

ii) Meeting contract performance requirements; or

iii) At a reasonable price.

b) Information about this requirement, along with the list of EPA- designate items, is available through the EPA.

APPENDIX "A"
(AS REFERENCED IN SECTION 21 – NONDISCRIMINATION POLICY STATEMENT)

NONDISCRIMINATION REQUIREMENTS

During the performance of this Agreement, Auditor, for itself, its assignees and successors in interest (hereinafter referred to as the "Auditor") agrees as follows:

(1) Compliance with Regulations: The Auditor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2) Nondiscrimination: The Auditor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Auditor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Exhibit D of the Regulations.

(3) Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Auditor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Auditor of the Auditor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4) Information and Reports: The Auditor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Auditor is in the exclusive possession of another who fails or refuses to furnish this information the Auditor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Auditor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Auditor under the contract until the Auditor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The Auditor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Auditor shall take such action with

respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Auditor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Auditor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Auditor may request the United States to enter into such litigation to protect the interests of the United States.

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

TPA RESOLUTION 2025-08**A RESOLUTION THE PALM BEACH TRANSPORTATION PLANNING AGENCY (TPA) APPROVING AMENDMENT 2 TO THE FISCAL YEAR (FY) 2025-2026 UNIFIED PLANNING WORK PROGRAM (UPWP)**

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

WHEREAS, the TPA has adopted a UPWP for FY 2025-2026 and now wishes to amend it as shown in Amendment #2 to reflect additional revenues and expenditures; and

WHEREAS, the TPA has prepared an amended FY 2025-2026 UPWP for FY 2026 that programs an additional \$404,384 of unspent federal PL funding that is available from prior FY 2024 funding as allocated; and

WHEREAS, the TPA seeks to program these available funding sources towards activities Task 7: Administer the Agency to increase PL allocation for staffing and replenish equipment funds used to replace a failing HVAC system and support ongoing facility maintenance; and

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

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

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

SECTION 2. The TPA Governing Board hereby:

1. Approves FY 2025-2026 UPWP Amendment #2, attached hereto as “Exhibit A” and by reference is incorporated herein.
2. Authorizes the Executive Director to:

- A. Submit the approved documents to state and federal agencies and provide any additional information necessary for the review and approval process;
- B. Sign grant agreements and other documents related to the receipt of grant funding that align with this UPWP amendment;

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 26th day of June 2025.

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

By: _____
Governing Board Chair, Chelsea Reed

ATTEST:

Ruth Del Pino, TPA Agency Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Milton Collins, TPA General Counsel

ORIGINAL



FY 2025 & FY 2026

UNIFIED PLANNING WORK PROGRAM



 PalmBeachTPA.org/UPWP

301 Datura Street
West Palm Beach, FL 33401

Adopted May 16, 2024

Amended October 31, 2024

CFDA Numbers

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

FAP No. 0097-062-M

FM (FPN) No. 439325-5-14-01

FM (FPN) No. 439325-5-14-02

FM (FPN) No. 439325-5-14-03

Revision Type	Date
#1 Modification	08/12/2024
#2 Amendment	10/31/2024
#3 Modification	01/31/2025
#4 Modification	05/01/2025

REVISED



FY 2025 & FY 2026

UNIFIED PLANNING WORK PROGRAM



 PalmBeachTPA.org/UPWP

301 Datura Street
West Palm Beach, FL 33401

Adopted May 16, 2024

Amended June 26, 2025

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Revision Type	Date
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#2 Amendment	10/31/2024
#3 Modification	01/31/2025
#4 Modification	05/01/2025
#5 Amendment	06/26/2025

ORIGINAL

Unified Planning Work Program
Fiscal Years 2025 and 2026



Unified Planning Work Program for Transportation Planning Activities

Fiscal Years 2025 and 2026
Period of July 1, 2024 to June 30, 2026

Approved by the Palm Beach Transportation Planning Agency:

Adopted: May 16, 2024

Revision #1: August 12, 2024 – Modification to FTA Section 5307 Palm Tran Planning

Revision #2: October 31, 2024 – Amendment #1

Revision #3: January 31, 2025 – Modification to Task 3 PLAN THE SYSTEM LONG TERM

Revision #4: May 1, 2025 – Modification to Task 7 ADMINISTER THE AGENCY

This report was prepared in cooperation with our funding partners including United States Department of Transportation, Federal Highway Administration, Federal Transit Administration, Florida Department of Transportation, Florida Commission on Transportation Disadvantaged, Palm Beach County and in coordination with other participating governments.

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, or family status. Persons who require special accommodations under the American with Disabilities Act or translation services, free of charge, or for complaints, questions, or concerns about civil rights, please contact the Palm Beach TPA at 561-725-0800 or email Info@PalmBeachTPA.org. Hearing impaired individuals are requested to telephone the Florida Relay System at #711.

REVISED

Unified Planning Work Program
Fiscal Years 2025 and 2026



Unified Planning Work Program for Transportation Planning Activities

Fiscal Years 2025 and 2026
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Revision #3: January 31, 2025 – Modification to Task 3 PLAN THE SYSTEM LONG TERM

Revision #4: May 1, 2025 – Modification to Task 7 ADMINISTER THE AGENCY

Revision #5: June 26, 2025 – Amendment #2

This report was prepared in cooperation with our funding partners including United States Department of Transportation, Federal Highway Administration, Federal Transit Administration, Florida Department of Transportation, Florida Commission on Transportation Disadvantaged, Palm Beach County and in coordination with other participating governments.

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ORIGINAL

Unified Planning Work Program
Fiscal Years 2025 and 2026



Available Funding

The planning activities in the UPWP are predominately funded through federal grant reimbursements and a smaller portion funded through state and local sources. Funding sources include:

Consolidated Planning Grant (CPG) – an agreement that allows the consolidation of the two main federal planning funds, FHWA PL and FTA PL.

FHWA Planning (PL) Funds – federal highway funds apportioned by formula to each MPO to carry out the transportation planning process

FTA Planning (PL) Funds – federal transit funds apportioned by formula to each MPO to carry out the transportation planning process

FHWA Surface Transportation Block Grant (STBG) Urbanized Areas (SU) Funds – federal highway funds apportioned by formula to each large urban area MPO to plan, implement, and construct transportation projects.

Commission for Transportation Disadvantage (CTD) State Funds – state funding to implement transportation disadvantaged planning activities.

Local Funds – dues paid at 10-cents per capita by members on the TPA Governing Board.

The FDOT and the Palm Beach TPA participate in the Consolidated Planning Grant (CPG). The CPG enables FDOT, in cooperation with the MPO, the Federal Highway Administration (FHWA), and Federal Transit Administration (FTA), to annually consolidate Florida's FHWA PL and FTA 5305(d) metropolitan planning fund allocations into a single grant that is administered by the FHWA Florida Division. These funds are annually apportioned to FDOT as the direct recipient and allocated to the MPO by FDOT utilizing formulas approved by the MPO, FDOT, FHWA, and FTA in accordance with 23 CFR 420.109 and 49 U.S.C. Chapter 53. The FDOT is fulfilling the CPG's required 18.07% non-federal share (match) using Transportation Development Credits as permitted by 23 CFR 120(j) and FTA C 8100.1D."

Federal funding requires a local match. 23 U.S.C. §120 permits a State to use certain toll revenue expenditures as a credit toward the non-Federal matching share of all programs authorized by Title 23, (except for Emergency Relief Programs) and for transit programs authorized by Chapter 53 of Title 49, U.S.C. This is in essence a "soft-match" provision that allows the Federal share to be increased up to 100% to the extent credits are available. The "soft match" amount being utilized to match the FHWA PL, and FHWA SU, and FTA 5305d funding in the UPWP is 18.07% of FHWA program funds for a total of \$2,025,445.

Please note that all eligible expenses will be reimbursed on an actual cost basis and therefore an indirect rate will not be utilized.

REVISED

Unified Planning Work Program
Fiscal Years 2025 and 2026



Available Funding

The planning activities in the UPWP are predominately funded through federal grant reimbursements and a smaller portion funded through state and local sources. Funding sources include:

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FTA Planning (PL) Funds – federal transit funds apportioned by formula to each MPO to carry out the transportation planning process

FHWA Surface Transportation Block Grant (STBG) Urbanized Areas (SU) Funds – federal highway funds apportioned by formula to each large urban area MPO to plan, implement, and construct transportation projects.

Commission for Transportation Disadvantage (CTD) State Funds – state funding to implement transportation disadvantaged planning activities.

Local Funds – dues paid at 10-cents per capita by members on the TPA Governing Board.

The FDOT and the Palm Beach TPA participate in the Consolidated Planning Grant (CPG). The CPG enables FDOT, in cooperation with the MPO, the Federal Highway Administration (FHWA), and Federal Transit Administration (FTA), to annually consolidate Florida's FHWA PL and FTA 5305(d) metropolitan planning fund allocations into a single grant that is administered by the FHWA Florida Division. These funds are annually apportioned to FDOT as the direct recipient and allocated to the MPO by FDOT utilizing formulas approved by the MPO, FDOT, FHWA, and FTA in accordance with 23 CFR 420.109 and 49 U.S.C. Chapter 53. The FDOT is fulfilling the CPG's required 18.07% non-federal share (match) using Transportation Development Credits as permitted by 23 CFR 120(j) and FTA C 8100.1D."

Federal funding requires a local match. 23 U.S.C. §120 permits a State to use certain toll revenue expenditures as a credit toward the non-Federal matching share of all programs authorized by Title 23, (except for Emergency Relief Programs) and for transit programs authorized by Chapter 53 of Title 49, U.S.C. This is in essence a "soft-match" provision that allows the Federal share to be increased up to 100% to the extent credits are available. The "soft match" amount being utilized to match the FHWA PL, and FHWA SU, and FTA 5305d funding in the UPWP is 18.07% of FHWA program funds for a total of \$2,403,762 ~~\$2,025,445~~.

Please note that all eligible expenses will be reimbursed on an actual cost basis and therefore an indirect rate will not be utilized.

ORIGINAL

Unified Planning Work Program
Fiscal Years 2025 and 2026



Table 1. CPG Available Funding Sources

Funding Source	Fiscal Year 2025	Fiscal Year 2026	Total
CPG FHWA PL Re-Obligation (Contract G1032) ¹	\$250,000	\$0	\$250,000
CPG FHWA PL Re-Obligation (Contract G2917) ¹	\$0	TBD	TBD
CPG FHWA PL (Contract G2Y14)	\$1,740,636	\$1,783,596	\$3,524,232
CPG FTA (Contract G2Y14)	\$868,842	\$787,769	\$1,656,611
CPG Total	\$2,859,478	\$2,571,365	\$5,430,843

¹These are carry forward funds from prior fiscal year de-obligations. Funding is subject to change based on close out of the FY 2023-2024 UPWP.

Table 2. Available Funding Sources

Funding Source	Fiscal Year 2025	Fiscal Year 2026	Total
CPG Total	\$2,859,478	\$2,571,365	\$5,430,843
FHWA SU (Contract G2Y14) ¹	\$3,074,411	\$1,989,100	\$5,063,511
CTD	\$56,213	\$56,213	\$112,426
TPA Local Funds	\$150,362	\$153,370	\$303,732
Total Funds Available	\$6,140,464	\$4,786,948	\$10,910,512

¹\$1,200,000 of FY 2025 SU funding is programmed as Advanced Funding to carry out administrative activities in the UPWP.

Planning Priorities, Emphasis Areas, and Factors

Local Priorities

The prime objective of the UPWP is to aid in the development and maintenance of a coordinated transportation system plan. The UPWP is further designed to produce required work products to serve several purposes:

- To progress toward selected performance measure targets through guided transportation decision making for desired transportation system performance outcomes;
- To aid federal and FDOT modal agencies in reviewing, monitoring, and evaluating the transportation planning process in metropolitan areas;
- To aid in advancing multimodal transportation planning on a regional and system wide level;
- To improve the effectiveness of transportation decision making by guiding various jurisdictions in their individual planning efforts to ensure the efficient use of resources; and

REVISED

Unified Planning Work Program
Fiscal Years 2025 and 2026



Table 1. CPG Available Funding Sources

Funding Source	Fiscal Year 2025	Fiscal Year 2026	Total
CPG FHWA PL Re-Obligation (Contract G1032) ¹	\$250,000	\$0	\$250,000
CPG FHWA PL Re-Obligation (Contract G2917) ¹	\$0	\$404,384	\$404,384
CPG FHWA PL (Contract G2Y14)	\$1,740,636	\$1,783,596	\$3,524,232
CPG FTA (Contract G2Y14)	\$868,842	\$787,769	\$1,656,611
CPG Total	\$2,859,478	\$2,571,365 \$2,975,749	\$5,430,843 \$5,835,227

¹These are carry forward funds from prior fiscal year de-obligations. Funding is subject to change based on close out of the FY 2023-2024 UPWP.

Table 2. Available Funding Sources

Funding Source	Fiscal Year 2025	Fiscal Year 2026	Total
CPG Total	\$2,859,478	\$2,571,365 \$2,975,749	\$5,430,843 \$5,835,227
FHWA SU (Contract G2Y14) ¹	\$3,074,411	\$1,989,100	\$5,063,511
CTD	\$56,213	\$56,213	\$112,426
TPA Local Funds	\$150,362	\$153,370	\$303,732
Total Funds Available	\$6,140,464	\$4,786,948 \$5,174,432	\$10,910,512 \$11,314,896

¹\$1,200,000 of FY 2025 SU funding is programmed as Advanced Funding to carry out administrative activities in the UPWP.

Planning Priorities, Emphasis Areas, and Factors

Local Priorities

The prime objective of the UPWP is to aid in the development and maintenance of a coordinated transportation system plan. The UPWP is further designed to produce required work products to serve several purposes:

- To progress toward selected performance measure targets through guided transportation decision making for desired transportation system performance outcomes;
- To aid federal and FDOT modal agencies in reviewing, monitoring, and evaluating the transportation planning process in metropolitan areas;
- To aid in advancing multimodal transportation planning on a regional and system wide level;
- To improve the effectiveness of transportation decision making by guiding various jurisdictions in their individual planning efforts to ensure the efficient use of resources; and

ORIGINAL

Unified Planning Work Program
Fiscal Years 2025 and 2026



Table 19. Task 7 Budget for Fiscal Years 2025 and 2026

Year 1: FY 2025			
Budget Category	FHWA		FY 2025 Total
	PL	SU	
Personnel (salary and benefits)	\$573,589	\$239,411	\$813,000
Consultants			
B - Accounting & Payroll/Audit Services	\$128,000	\$47,267	\$175,267
C - Provide training for TPA staff and TPA members	\$5,000	\$20,000	\$25,000
E - Legal and Human Resources Services	\$82,500	\$67,500	\$150,000
L - IT Services & Website Maintenance Services	\$19,800	\$16,200	\$36,000
M - Property Management	\$33,000	\$27,000	\$60,000
Travel*	\$41,000	\$42,000	\$83,000
Direct Expenses			
Facilities	\$237,000	\$97,100	\$334,100
Graphics and Legal Advertising	\$12,050	\$13,950	\$26,000
Administrative Services	\$14,450	\$1,204,050	\$1,218,500
Supplies & Software**	\$143,500	\$31,500	\$175,000
Equipment & Improvements***	\$30,000	\$13,000	\$43,000
FY 2025 Total	\$1,319,889	\$1,818,978	\$3,138,867
Year 2: FY 2026			
Budget Category	FHWA		FY 2026 Total
	PL	SU	
Personnel (salary and benefits)	\$554,000	\$300,000	\$854,000
Consultants			
B - Accounting & Payroll/Audit Services	\$59,000	\$50,000	\$109,000
C - Provide training for TPA staff and TPA members	\$5,000	\$20,000	\$25,000
E - Legal and Human Resources Services	\$83,000	\$70,000	\$153,000
L - IT Services & Website Maintenance Services	\$21,000	\$20,000	\$41,000
M - Property Management	\$34,000	\$30,000	\$64,000
Travel*	\$54,000	\$50,000	\$104,000
Direct Expenses			
Facilities	\$244,000	\$105,000	\$349,000
Graphics and Legal Advertising	\$17,600	\$20,000	\$37,600
Administrative Services	\$10,000	\$10,000	\$20,000
Supplies & Software**	\$79,000	\$40,000	\$119,000
Equipment & Improvements***	\$30,000	\$20,000	\$50,000
FY 2026 Total	\$1,190,600	\$735,000	\$1,925,600

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

**Palm Beach TPA understands that supply purchases equal to or over \$1,000 will be submitted to FHWA for review and approval.

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

REVISED

Unified Planning Work Program
Fiscal Years 2025 and 2026



Table 19. Task 7 Budget for Fiscal Years 2025 and 2026

Year 1: FY 2025			
Budget Category	FHWA		FY 2025 Total
	PL	SU	
Personnel (salary and benefits)	\$573,589	\$239,411	\$813,000
Consultants			
B - Accounting & Payroll/Audit Services	\$128,000	\$47,267	\$175,267
C - Provide training for TPA staff and TPA members	\$5,000	\$20,000	\$25,000
E - Legal and Human Resources Services	\$82,500	\$67,500	\$150,000
L - IT Services & Website Maintenance Services	\$19,800	\$16,200	\$36,000
M - Property Management	\$33,000	\$27,000	\$60,000
Travel*	\$41,000	\$42,000	\$83,000
Direct Expenses			
Facilities	\$237,000	\$97,100	\$334,100
Graphics and Legal Advertising	\$12,050	\$13,950	\$26,000
Administrative Services	\$14,450	\$1,204,050	\$1,218,500
Supplies & Software**	\$143,500	\$31,500	\$175,000
Equipment & Improvements***	\$30,000	\$13,000	\$43,000
FY 2025 Total	\$1,319,889	\$1,818,978	\$3,138,867
Year 2: FY 2026			
Budget Category	FHWA		FY 2026 Total
	PL	SU	
Personnel (salary and benefits)	\$554,000 \$904,000	\$300,000	\$854,000 \$1,204,000
Consultants			
B - Accounting & Payroll/Audit Services	\$59,000	\$50,000	\$109,000
C - Provide training for TPA staff and TPA members	\$5,000	\$20,000	\$25,000
E - Legal and Human Resources Services	\$83,000	\$70,000	\$153,000
L - IT Services & Website Maintenance Services	\$21,000	\$20,000	\$41,000
M - Property Management	\$34,000	\$30,000	\$64,000
Travel*	\$54,000	\$50,000	\$104,000
Direct Expenses			
Facilities	\$244,000	\$105,000	\$349,000
Graphics and Legal Advertising	\$17,600	\$20,000	\$37,600
Administrative Services	\$10,000	\$10,000	\$20,000
Supplies & Software**	\$79,000	\$40,000	\$119,000
Equipment & Improvements***	\$30,000 \$84,384	\$20,000	\$50,000 \$104,384
FY 2026 Total	\$1,190,600 \$1,594,984	\$735,000	\$1,925,600 \$2,329,984

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

ORIGINAL

Funding Source											
Contract	Funding Source	Source Level			FY 2025 Funding Source			FY 2026 Funding Source			
			2025	2026	Soft Match	Federal	State	Soft Match	Federal	State	
	CTD	State	\$ 56,213	\$ 56,213	\$ -	\$ -	\$ 56,213.00	\$ -	\$ -	\$ 56,213.00	
		CTD TOTAL	\$ 56,213	\$ 56,213	\$ -	\$ -	\$ 56,213	\$ -	\$ -	\$ 56,213	
		PL	\$ 2,859,478	\$ 2,571,363	\$ 630,669.69	\$ 2,859,478.00	\$ -	\$ 567,125.00	\$ 2,571,364.40	\$ -	
		SU	\$ 3,074,411	\$ 1,989,100	\$ 678,074.05	\$ 3,074,411.00	\$ -	\$ 436,704.22	\$ 1,989,100.00	\$ -	
		PHWA TOTAL	\$ 5,933,889	\$ 4,560,465	\$ 1,308,744	\$ 5,933,889	\$ -	\$ 1,003,829	\$ 4,560,465	\$ -	
	Local	TPA Local Funds	\$ 150,362	\$ 153,370	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		Local TOTAL	\$ 150,362	\$ 153,370	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		TOTAL	\$ 6,140,464	\$ 4,770,048	\$ 1,308,744	\$ 5,933,889	\$ 56,213	\$ 1,005,829	\$ 4,560,465	\$ 56,213	

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REVISED

Funding Source											
Contract	Funding Source	Source Level			FY 2025 Funding Source			FY 2026 Funding Source			
			2025	2026	Soft Match	Federal	State	Soft Match	Federal	State	
	CTD	State	\$ 56,213	\$ 56,213	\$ -	\$ -	\$ 56,213.00	\$ -	\$ -	\$ 56,213.00	
		CTD TOTAL	\$ 56,213	\$ 56,213	\$ -	\$ -	\$ 56,213	\$ -	\$ -	\$ 56,213	
		PL	\$ 2,859,478	\$ 2,875,748	\$ 630,669.69	\$ 2,859,478.00	\$ -	\$ 856,313.65	\$ 2,875,748.48	\$ -	
		SU	\$ 3,074,411	\$ 1,989,100	\$ 678,074.05	\$ 3,074,411.00	\$ -	\$ 436,704.22	\$ 1,989,100.00	\$ -	
		PHWA TOTAL	\$ 5,933,889	\$ 4,964,849	\$ 1,308,744	\$ 5,933,889	\$ -	\$ 1,095,018	\$ 4,964,849	\$ -	
	Local	TPA Local Funds	\$ 150,362	\$ 153,370	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		Local TOTAL	\$ 150,362	\$ 153,370	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		TOTAL	\$ 6,140,464	\$ 5,174,432	\$ 1,308,744	\$ 5,933,889	\$ 56,213	\$ 1,095,018	\$ 4,964,849	\$ 56,213	

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ORIGINAL

Agency Participation							
	CTD		FHWA		Local		
Funding Source							
Contract							
Fiscal Year	2025	2026	2025	2026	2025	2026	
Total Budget	\$ 56,213	\$ 56,213	\$ 5,933,889	\$ 4,560,465	\$ 150,362	\$ 153,370	
Task 1 Engage the Public							
Personnel (salary and benefits)	\$ -	\$ -	\$ 283,000	\$ 308,015	\$ -	\$ -	
Consultant	\$ -	\$ -	\$ 2,500	\$ 2,750	\$ -	\$ -	
Direct Expenses	\$ -	\$ -	\$ 2,000	\$ 2,600	\$ -	\$ -	
Sub Total	\$ -	\$ -	\$ 287,500	\$ 313,365	\$ -	\$ -	
Task 2 Plan the System Short Term							
Personnel (salary and benefits)	\$ 56,213	\$ 56,213	\$ 314,000	\$ 348,000	\$ -	\$ -	
Consultant	\$ -	\$ -	\$ 872,923	\$ 833,000	\$ -	\$ -	
Sub Total	\$ 56,213	\$ 56,213	\$ 1,186,923	\$ 1,181,000	\$ -	\$ -	
Task 3 Plan the System Long Term							
Personnel (salary and benefits)	\$ -	\$ -	\$ 159,600	\$ 248,000	\$ -	\$ -	
Consultant	\$ -	\$ -	\$ 350,000	\$ 79,500	\$ -	\$ -	
Sub Total	\$ -	\$ -	\$ 509,600	\$ 327,500	\$ -	\$ -	
Task 4 Prioritize Funding							
Personnel (salary and benefits)	\$ -	\$ -	\$ 201,000	\$ 221,000	\$ -	\$ -	
Sub Total	\$ -	\$ -	\$ 201,000	\$ 221,000	\$ -	\$ -	
Task 5 Implement Projects							
Personnel (salary and benefits)	\$ -	\$ -	\$ 99,000	\$ 109,000	\$ -	\$ -	
Sub Total	\$ -	\$ -	\$ 99,000	\$ 109,000	\$ -	\$ -	
Task 6 Collaborate with Partners							
Personnel (salary and benefits)	\$ -	\$ -	\$ 361,000	\$ 393,000	\$ -	\$ -	
Consultant	\$ -	\$ -	\$ 150,000	\$ 25,000	\$ -	\$ -	
Sub Total	\$ -	\$ -	\$ 511,000	\$ 418,000	\$ -	\$ -	
Task 7 Administer the Agency							
Personnel (salary and benefits)	\$ -	\$ -	\$ 813,000	\$ 854,000	\$ -	\$ -	
Consultant	\$ -	\$ -	\$ 446,267	\$ 392,000	\$ -	\$ -	
Travel	\$ -	\$ -	\$ 83,000	\$ 104,000	\$ -	\$ -	
Direct Expenses	\$ -	\$ -	\$ 1,578,600	\$ 406,600	\$ -	\$ -	
Supplies	\$ -	\$ -	\$ 175,000	\$ 119,000	\$ -	\$ -	
Equipment	\$ -	\$ -	\$ 43,000	\$ 50,000	\$ -	\$ -	
Sub Total	\$ -	\$ -	\$ 3,138,867	\$ 1,925,600	\$ -	\$ -	
Task 9 Agency Expenditures with Local Funds							
Maximize Agency Effectiveness	\$ -	\$ -	\$ -	\$ -	\$ 55,000	\$ 55,000	
Improve Public Engagement	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ 30,000	
Enhance Staff Performance	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ 15,000	
Balance to TPA Local Reserves Fund	\$ -	\$ -	\$ -	\$ -	\$ 50,362	\$ 53,370	
Sub Total	\$ -	\$ -	\$ -	\$ -	\$ 150,362	\$ 153,370	
8 Transfer to Other Agencies							
Consultant	\$ -	\$ -	\$ -	\$ 65,000	\$ -	\$ -	
Sub Total	\$ -	\$ -	\$ -	\$ 65,000	\$ -	\$ -	
Sub-Total (less the de-obligated funds)	\$ -	\$ 112,426	\$ -	\$ 10,494,354	\$ -	\$ 303,732	
Total De-ob. Funds (PL)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total De-ob. (Other Source)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL PROGRAMMED	\$ 56,213	\$ 56,213	\$ 5,933,889	\$ 4,560,465	\$ 150,362	\$ 153,370	

REVISED

Agency Participation							
	CTD		FHWA		Local		
Funding Source							
Contract							
Fiscal Year	2025	2026	2025	2026	2025	2026	
Total Budget	\$ 56,213	\$ 56,213	\$ 5,933,889	\$ 4,964,849	\$ 150,362	\$ 153,370	
Task 1 Engage the Public							
Personnel (salary and benefits)	\$ -	\$ -	\$ 283,000	\$ 308,015	\$ -	\$ -	
Consultant	\$ -	\$ -	\$ 2,500	\$ 2,750	\$ -	\$ -	
Direct Expenses	\$ -	\$ -	\$ 2,000	\$ 2,600	\$ -	\$ -	
Sub Total	\$ -	\$ -	\$ 287,500	\$ 313,365	\$ -	\$ -	
Task 2 Plan the System Short Term							
Personnel (salary and benefits)	\$ 56,213	\$ 56,213	\$ 314,000	\$ 348,000	\$ -	\$ -	
Consultant	\$ -	\$ -	\$ 872,923	\$ 833,000	\$ -	\$ -	
Sub Total	\$ 56,213	\$ 56,213	\$ 1,186,923	\$ 1,181,000	\$ -	\$ -	
Task 3 Plan the System Long Term							
Personnel (salary and benefits)	\$ -	\$ -	\$ 159,600	\$ 248,000	\$ -	\$ -	
Consultant	\$ -	\$ -	\$ 350,000	\$ 79,500	\$ -	\$ -	
Sub Total	\$ -	\$ -	\$ 509,600	\$ 327,500	\$ -	\$ -	
Task 4 Prioritize Funding							
Personnel (salary and benefits)	\$ -	\$ -	\$ 201,000	\$ 221,000	\$ -	\$ -	
Sub Total	\$ -	\$ -	\$ 201,000	\$ 221,000	\$ -	\$ -	
Task 5 Implement Projects							
Personnel (salary and benefits)	\$ -	\$ -	\$ 99,000	\$ 109,000	\$ -	\$ -	
Sub Total	\$ -	\$ -	\$ 99,000	\$ 109,000	\$ -	\$ -	
Task 6 Collaborate with Partners							
Personnel (salary and benefits)	\$ -	\$ -	\$ 361,000	\$ 393,000	\$ -	\$ -	
Consultant	\$ -	\$ -	\$ 150,000	\$ 25,000	\$ -	\$ -	
Sub Total	\$ -	\$ -	\$ 511,000	\$ 418,000	\$ -	\$ -	
Task 7 Administer the Agency							
Personnel (salary and benefits)	\$ -	\$ -	\$ 813,000	\$ 1,204,000	\$ -	\$ -	
Consultant	\$ -	\$ -	\$ 446,267	\$ 392,000	\$ -	\$ -	
Travel	\$ -	\$ -	\$ 83,000	\$ 104,000	\$ -	\$ -	
Direct Expenses	\$ -	\$ -	\$ 1,578,600	\$ 406,600	\$ -	\$ -	
Supplies	\$ -	\$ -	\$ 175,000	\$ 119,000	\$ -	\$ -	
Equipment	\$ -	\$ -	\$ 43,000	\$ 104,384	\$ -	\$ -	
Sub Total	\$ -	\$ -	\$ 3,138,867	\$ 2,329,984	\$ -	\$ -	
Task 9 Agency Expenditures with Local Funds							
Maximize Agency Effectiveness	\$ -	\$ -	\$ -	\$ -	\$ 55,000	\$ 55,000	
Improve Public Engagement	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ 30,000	
Enhance Staff Performance	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ 15,000	
Balance to TPA Local Reserves Fund	\$ -	\$ -	\$ -	\$ -	\$ 50,362	\$ 53,370	
Sub Total	\$ -	\$ -	\$ -	\$ -	\$ 150,362	\$ 153,370	
8 Transfer to Other Agencies							
Consultant	\$ -	\$ -	\$ -	\$ 65,000	\$ -	\$ -	
Sub Total	\$ -	\$ -	\$ -	\$ 65,000	\$ -	\$ -	
Sub-Total (less the de-obligated funds)	\$ -	\$ 112,426	\$ -	\$ 10,898,738	\$ -	\$ 303,732	
Total De-ob. Funds (PL)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total De-ob. (Other Source)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL PROGRAMMED	\$ 56,213	\$ 56,213	\$ 5,933,889	\$ 4,964,849	\$ 150,362	\$ 153,370	



MEMORANDUM

TO: Chair and Members of the TPA Governing Board

FROM: Valerie Neilson, TPA Executive Director

SUBJECT: Fiscal Year 2026 Annual Adjustments to TPA Employee Salaries

DATE: June 18, 2025

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

To inform this year's recommendation, the TPA analyzed Consumer Price Index (CPI) data from the U.S. Bureau of Labor Statistics (BLS). The CPI measures the average change over time in prices paid by urban consumers for a representative basket of goods and services.

As of June 11, 2025, the unadjusted 12-month CPI was 2.4% nationally and 2.2% for the Miami-Fort Lauderdale-West Palm Beach area. In addition, the TPA also surveyed several peer government agencies in Florida to identify planned COLA and/or merit increases for FY 2026.

Based on this analysis, along with budget availability, peer comparisons, and staff retention considerations, the Executive Director recommends approval of FY 2026 employee salary adjustments consisting of a 3% COLA and a 3% merit increase for eligible employees, effective July 1, 2025.

TPA RESOLUTION 2025-09

**A RESOLUTION APPROVING THE FISCAL YEAR (FY) 2026-2030
TRANSPORTATION IMPROVEMENT PROGRAM (TIP) AND AUTHORIZING
THE TPA'S EXECUTIVE DIRECTOR TO APPROVE ADMINISTRATIVE TIP
AMENDMENTS AND MODIFICATIONS**

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

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

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

WHEREAS, the TPA's FY 26-30 TIP is a staged program encompassing a five-year period and including all regionally significant transportation improvements to all modes of travel in Palm Beach County as well as locally funded transportation improvement projects; and

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

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

WHEREAS, the TIP is based on and reflects FDOT's Fiscal Year (FY) 26-30 Work Program for Palm Beach County and the planned transportation capital and operating expenditures of transit agencies and local governments within Palm Beach County, and generally moves forward the projects in the time frame from previous TIPs; and

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

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

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

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

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

SECTION 2. The TPA Governing Board hereby:

- a. Approves the FY 26-30 Transportation Improvement Program, attached hereto as “Exhibit A” and by this reference incorporated herein; and
- b. Authorizes the TPA Executive Director to:
 1. Approve administrative amendments to the FY 25-29 TIP during the three (3) month gap between July 1 and September 30, when FHWA and FTA still recognize the FY 25-29 TIP as being effect, so long as the project amendment is exactly as it appears in the FY 26-30 TIP; and
 2. Approve administrative modifications to the document narrative in the FY 26-30 TIP to address errata and/or agency review comments.

SECTION 3. This Resolution shall take effect upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____, and upon being put to a vote, the motion passed. The Chair thereupon declared the Resolution duly adopted this 26th day of June 2025.

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

By: _____
Chelsea Reed, TPA Chair

ATTEST:
SUFFICIENCY

APPROVED AS TO FORM AND LEGAL

Ruth Del Pino, TPA Agency Clerk

Milton Collins, TPA General Counsel



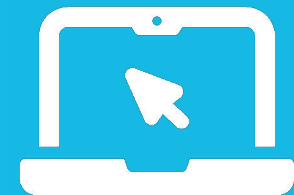
PALM BEACH
Transportation
Planning Agency

TRANSPORTATION IMPROVEMENT PROGRAM

FY 2026-2030

Final Draft - June 2025

Scheduled for Adoption June 26, 2025



*View the projects on the
Interactive TIP Tool*

PalmBeachTPA.org/TIP

FY 2026 – 2030 TRANSPORTATION IMPROVEMENT PROGRAM PALM BEACH TPA

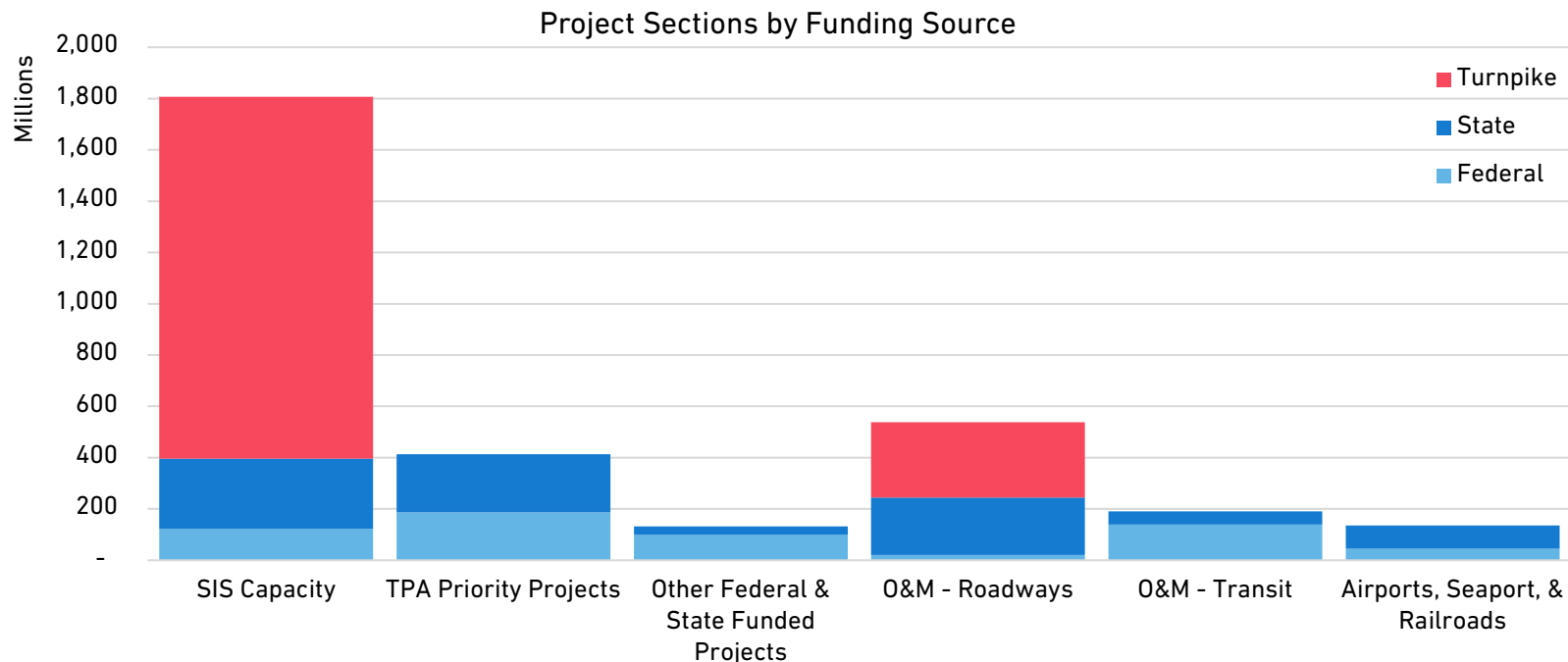
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EXECUTIVE SUMMARY

The Transportation Improvement Program (TIP) is the five-year funding program for transportation projects utilizing federal and state funds in Palm Beach County. The Program covers Fiscal Year 2026 through Fiscal Year 2030 following the federal fiscal calendar beginning October 1st and ending September 30th (i.e. Fiscal Year 2026 addresses the dates of October 1, 2025 to September 30, 2026). Projects utilizing state funds are based on a fiscal year beginning July 1st and ending June 30th.

The TIP is developed through a continuous, cooperative, and comprehensive effort involving the Florida Department of Transportation (FDOT), the Board of County Commissioners, the Port of Palm Beach, and municipalities within the County. The TIP was developed in cooperation with the public transit operators including South Florida Regional Transportation Authority (SFRTA) and Palm Tran. Consultation is also carried out with the Miami-Dade TPO, the Broward MPO, and the Martin County MPO. The document complies with the requirements set forth in Section 134 of Title 23, USC and 23 CFR 450.324.

Funding is identified from federal, state, Turnpike, and local sources. The TIP incorporates FDOT's Fiscal Year (FY) 26-30 Work Program and generally moves forward the projects in the timeframe from previous TIPs. The TIP also includes local capital improvement plans and operating budgets for informational purposes.

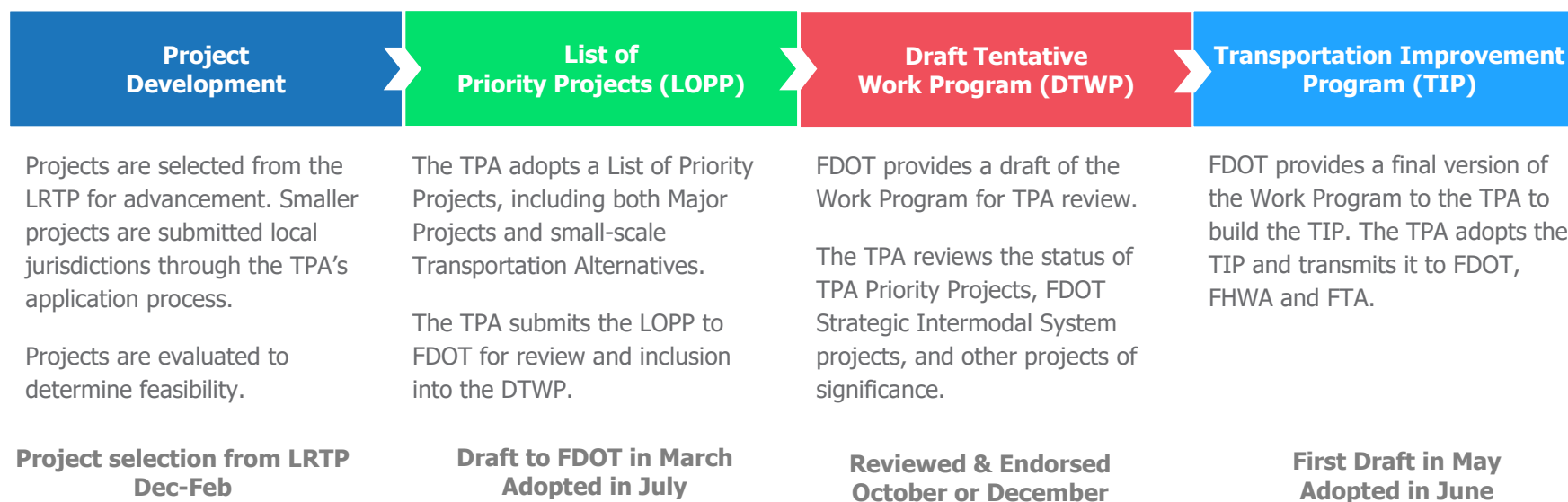


Project Section	# of Projects	5-Year TIP Funding	% of Total Funds
Strategic Intermodal System (SIS) Capacity Capacity projects prioritized by FDOT through the SIS Cost Feasible Plan to support regional mobility	19	\$401,061,561	10.03%
SIS Capacity – Turnpike Capacity projects prioritized by Florida’s Turnpike with Turnpike revenues.	14	\$1,409,850,752	35.24%
Major Projects TPA prioritized highway, transit, and freight projects, predominantly on state roadways based on the Goals, Objectives and Values in the LRTP. Projects are programmed out of the LRTP.	30	\$334,016,528	8.35%
Local Initiatives Program Lower cost, non-regionally significant projects submitted to the TPA by local agencies and prioritized using a project scoring system based on the goals, objectives and values in the LRTP.	17	\$79,662,829	1.99%
Transportation Alternatives Program Active transportation projects submitted to the TPA annually by local agencies and prioritized through the TPA Governing Board.	15	\$18,280,406	0.46%
Other Federal & State Funded Projects Additional projects advanced by agencies other than the TPA with state or federal funding, such as needs-based safety programs or discretionary funding sources.	37	\$179,385,278	4.48%
Operations & Maintenance (O&M) – Roadways Projects to maintain the condition of the transportation infrastructure and the need to operate it efficiently.	115	\$553,519,188	13.84%
Operations & Maintenance (O&M) – Transit Projects by the transit agencies to continue to operate existing services.	12	\$827,195,900	20.68%
Airports / Seaport / Railroads Projects identified by intermodal facility owners and operators.	46	\$197,581,578	4.94%
TOTAL TIP FY 2026-2030	305	\$4,000,554,020	100.00%
<i>Districtwide</i> Projects funded and contracted at the FDOT District 4 level. Projects are approved into the TIP.	365	\$1,430,266,619	
<i>Locally Funded Projects for Informational Purposes</i> Projects from local capital improvement programs or other local work programs using entirely local funding. Projects are provided for informational purposes only.	105	\$460,942,000	

The Project Development Process

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

The adopted LRTP is Cost Feasible; it prioritizes projects based on anticipated available revenue. The LRTP is referenced and seeks consistency with local comprehensive plans to the maximum extent feasible. The TPA adopted a list of Priority Projects from the LRTP in July and transmitted them to FDOT for use in preparing the tentative Work Program – these are included in Appendix D and highlighted in the summary of projects section. FDOT then developed the Draft Tentative Work Program and provided the program of projects for creation of the TIP. The TIP development process is seen in the diagram below.



Public Participation

The public participation process for the Draft FY 2026-2030 TIP is in accordance with the policies and procedures of the TPA's Public Participation Plan. Appendix B provides detailed information on the schedule and outreach opportunities for the public to review the Draft TIP. More information on the TPA's public participation process can be found at palmbeachtpa.org/PPP

Certification Review

The Palm Beach TPA undergoes a certification review process annually with FDOT and a quadrennial review with Federal Highway Administration (FHWA) and Federal Transit Administration (FTA). The certification review process ensures the TPA is carrying out the metropolitan planning process in adherence with federal and state regulations. The TIP is reviewed during this process. The last joint FHWA and FTA Certification Review was completed on August 31, 2023 and the next review is anticipated to be completed by August 2027. The last Joint State/TPA Certification Review was completed on June 21, 2024.

Federal Performance Measures

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

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

Federal Performance Measures and Targets

Category	Performance Measure	TPA Target
Safety	Fatalities	(2025) Zero
	Serious Injuries	Zero
	Rate of Serious Injuries per 100M vehicle miles travelled (VMT)	Zero
	Rate of Fatalities per 100M VMT	Zero
	Nonmotorized Fatalities and Serious Injuries	Zero
System Performance	Percent of reliable person-miles traveled on the Interstate	(2025) ≥ 75%
	Percent of reliable person-miles traveled on the non-Interstate NHS	≥ 60%
	Truck travel time reliability ratio (TTTR) on the Interstate	≤ 2.00
Bridges	Percent of NHS bridges classified as in Good condition by deck area	(2025) ≥ 50%
	Percent of NHS bridges classified as in Poor condition by deck area	≤ 5%
Pavement	Percent of Interstate pavements in Good condition	(2025) ≥ 60%
	Percent of Interstate pavements in Poor condition	≤ 5%
	Percent of non-Interstate NHS pavements in Good condition	≥ 40%
	Percent of non-Interstate NHS pavements in Poor condition	≤ 5%
Transit (Palm Tran) <i>Vehicles</i>	Percent of Vehicles exceeding useful life	(2025)
	Vehicles – Articulated Bus	≤ 10%
	Vehicles – Fixed Route Bus	≤ 10%
	Vehicles – Paratransit Bus	≤ 25%
	Vehicles – Paratransit Van	≤ 25%
<i>Equipment</i>	Percent of Equipment exceeding useful life	
	Equipment – Automobiles	≤ 20%
	Equipment – Trucks	≤ 20%
<i>Facilities</i>	Percent of Facilities exceeding useful life	≤ 0%
Transit (SFRTA)		(2023)
<i>Rolling Stock</i>	Revenue vehicles (>39 yrs old)	≤ 30%
<i>Equipment</i>	Non-revenue support service & maintenance vehicles (>8 yrs old)	≤ 50%
<i>Facilities</i>	Stations, maintenance facilities, & operations center (<2.5 on 1-5 scale)	≤ 5%
<i>Fixed Guideway</i>	Rail fixed-guideway track with performance restrictions	≤ 3.5%
Transit Safety (Palm Tran)	Fixed Route / Paratransit	Fixed Route/Paratransit
	Fatalities	(2025) Zero/Zero
	Fatality Rate per 100k vehicle revenue miles (VRM)	Zero/Zero
	Injuries	63/34
	Injury Rate per 100k VRM	0.9/0.4
	Safety Events	43/32
	Safety Event Rate per 100k VRM	0.6/0.3
	System Reliability (VRM per failure)	14,000/7,700

Funding Summary

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

Summary of TPA Priority Projects

Following the funding summary are summary tables providing the status of TPA Priority Projects. Projects with significant changes from the prior FY 2025-2029 are highlighted.

- **TPA Major Projects**
- **Local Initiatives**
- **Transportation Alternatives**
- **Shared-Use Network (SUN) Trail Priorities**
- **Active and Under Construction TPA Priorities**

Projects are shown by priority year and ranking, along with the funding amount and phase. A typical project may include a Project Development and Environment (PD&E) phase, a Design (PE) phase, a Right of Way (ROW) phase and a Construction (CST) phase. An explanation of all potential project phases included in the TIP is provided below.

Project Phases

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

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

Total Programmed by Funding Code

Fund Code / Name		2026	2027	2028	2029	2030	Total
Federal							
ROADS, BRIDGES, & MAJOR PROJECTS							
ACBR	AC FED BRIDGE FUNDS	300,000	-	-	-	-	300,000
ACFP	AC NATIONAL FREIGHT PROG (NFP)	-	599,771	18,596,928	3,806,806	-	23,003,505
ACNP	AC NATIONAL HWY FUNDS	68,191,634	14,987,303	53,752,753	11,198,475	-	148,130,165
ACNR	AC NATIONAL HWY RESURFACING	8,457,866	4,423,976	2,408,373	-	3,753,908	19,044,123
ACPR	ADVANCED CONSTRUCTION PROTECT GRANT	4,965,148	-	10,064,737	-	-	15,029,885
ACSA	AC STATEWIDE STP (SA) FUNDS	10,000	-	-	-	-	10,000
ACSS	ADVANCE CONSTRUCTION (SS,HSP)	8,045,939	7,335,627	10,766,399	2,979,374	13,533,584	42,660,923
ACSU	AC PALM BEACH TPA (SU) FUNDS	9,221,946	-	-	-	-	9,221,946
CM	CONGESTION MITIGATION FOR AIR QUALITY	-	-	-	2,431,113	-	2,431,113
FAA	FEDERAL AVIATION ADMIN	6,100,000	22,500,000	-	-	-	28,600,000
GFEV	GENERAL FUND - VEHICLE CHARGING PROGRAM	1,500,000	-	-	-	-	1,500,000
HP	FEDERAL HIGHWAY PLANNING	1,450,000	-	-	-	-	1,450,000
PL	METRO PLAN (85% FA; 15% OTHER)	2,571,365	2,571,365	2,571,365	2,571,365	2,571,365	12,856,825
RHH	RAIL HIGHWAY X-INGS - HAZARD	1,590,368	1,417,741	-	-	-	3,008,109
SA	STP, ANY AREA STATEWIDE	2,877,674	5,139,287	511,610	4,427,043	196,029	13,151,643
SU	STP, PALM BEACH TPA	36,477,207	23,426,427	23,295,129	23,673,150	18,126,132	124,998,045
TALT	TRANSPORTATION ALTS- ANY AREA STATEWIDE	2,163,235	1,598,187	394,950	-	-	4,156,372
TALU	TRANSPORTATION ALTS PALM BEACH TPA	3,528,817	3,510,386	3,528,817	-	-	10,568,020
FEDERAL TRANSIT ADMINISTRATION							
5307	FEDERAL TRANSIT URBAN AREA FORMULA FUNDS	29,567,215	34,792,664	25,142,290	25,142,290	24,966,675	139,611,134
5311	FEDERAL TRANSIT RURAL AREA FORMULA FUNDS	651,827	651,827	651,827	651,827	651,827	3,259,135
5339	FTA BUS & BUS FACILITIES INFRASTRUCTURE	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000
<i>Federal Subtotal</i>		<i>190,170,241</i>	<i>124,954,561</i>	<i>153,685,178</i>	<i>78,881,443</i>	<i>65,799,520</i>	<i>613,490,943</i>

Total Programmed by Funding Code

Fund Code / Name		2026	2027	2028	2029	2030	Total
State							
BNIR	INTRASTATE R/W & BRIDGE BONDS	13,673,034	-	2,581,620	-	-	16,254,654
BRRP	STATE BRIDGE REPAIR & REHAB	1,887,460	-	20,359,695	-	-	22,247,155
CIGP	COUNTY INCENTIVE GRANT PROGRAM	-	-	10,658,324	400,000	-	11,058,324
D	UNRESTRICTED STATE PRIMARY	20,387,241	20,168,723	22,422,817	22,808,834	18,321,568	104,109,183
DDR	DISTRICT DEDICATED REVENUE	44,330,939	39,854,530	44,833,840	121,431,326	62,186,446	312,637,081
DI	ST. - S/W INTER/INTRASTATE HWY	17,613,265	58,402,918	1,564,314	101,463,350	3,319,746	182,363,593
DIH	STATE IN-HOUSE PRODUCT SUPPORT	2,328,763	1,310,081	890,273	780,176	1,022,392	6,331,685
DITS	STATEWIDE ITS - STATE 100%.	3,349,094	3,060,103	-	-	-	6,409,197
DPTO	STATE - PTO	14,608,674	22,847,960	13,246,106	20,644,563	7,958,369	79,305,672
DS	STATE PRIMARY HIGHWAYS & PTO	1,648,939	521,930	4,318,715	25,779,616	1,841,898	34,111,098
DSPC	SERVICE PATROL CONTRACT	3,250,842	2,377,240	1,115,531	2,288,478	1,952,850	10,984,941
DSBD	I-95 EXPRESS LANES	8,716,420	5,299,400	849,389	2,099,814	-	16,965,023
DU	STATE PRIMARY/FEDERAL REIMB	-	-	-	-	-	-
FCO	PRIMARY/FIXED CAPITAL OUTLAY	370,000	-	350,000	275,000	-	995,000
GMR	GROWTH MANAGEMENT FOR SIS	-	24,356	-	2,932,270	-	2,956,626
SCRC	SMALL COUNTY OUTREACH PROGRAM - RURAL	685,725	-	-	-	-	685,725
SIWR	2015 SB2514A-STRATEGIC INT SYS	-	2,453,972	-	-	-	2,453,972
STED	2012 SB1998-STRATEGIC ECON COR	10,300,000	48,896,980	-	-	-	59,196,980
TDTF	TRANS DISADV - TRUST FUND	3,535,152	3,535,152	3,535,152	3,535,152	3,535,152	17,675,760
TMBD	I-95 EXPRESS LANES	725,848	725,848	725,848	2,411,448	-	4,588,992
TOBD	I-95 EXPRESS LANES	332,000	563,000	584,000	377,000	390,880	2,246,880
TO04	MIAMI-DADE EXPRESSWAY AUTH.	10,000,000	-	-	-	-	10,000,000
TO06	TAMPA-HILLSBOROUGH EXPR. AUTH.	3,000,000	-	-	-	-	3,000,000
TRIP	TRANS REGIONAL INCENTIVE PROGM	4,681,382	2,100,000	-	4,500,000	-	11,281,382
TRWR	TRIP, WHEELS ON THE ROAD	1,346,043	-	-	-	-	1,346,043
<i>State Subtotal</i>		<i>166,770,821</i>	<i>212,142,193</i>	<i>128,035,624</i>	<i>311,727,027</i>	<i>100,529,301</i>	<i>919,204,966</i>
Turnpike							
PKBD	TURNPIKE MASTER BOND FUND	176,959,657	283,612,503	258,132,314	455,685,284	-	1,174,389,758
PKYI	TURNPIKE IMPROVEMENT	17,301,274	11,405,871	13,048,247	132,327,514	1,225,000	175,307,906
PKYO	TURNPIKE TOLL COLLECTION/OPER.	44,716,207	54,716,207	57,716,000	54,716,000	57,716,207	269,580,621
<i>Turnpike Subtotal</i>		<i>238,977,138</i>	<i>349,734,581</i>	<i>328,896,561</i>	<i>642,728,798</i>	<i>58,941,207</i>	<i>1,619,278,285</i>

Total Programmed by Funding Code

Fund Code / Name		2026	2027	2028	2029	2030	Total
Local							
ADR	ADVERTISING REVENUE	736,000	736,000	736,000	736,000	736,000	3,680,000
ADV	AD-VALOREM	80,104,740	80,104,740	80,104,740	80,104,740	80,104,740	400,523,700
BOCA	BOCA RATON	505,000	505,000	505,000	505,000	505,000	2,525,000
CENW	CENTURY WEST	350,000	350,000	350,000	350,000	350,000	1,750,000
FBR	FAREBOX REVENUE	10,850,400	10,850,400	10,850,400	10,850,400	10,850,400	54,252,000
GT	LOCAL OPTION GAS TAX	33,695,000	33,695,000	33,695,000	33,695,000	33,695,000	168,475,000
IST	INFRASTRUCTURE SURTAX	8,852,000	23,530,000	-	-	-	32,382,000
LGT	LOCAL OPTION GAS TAX	-	-	-	-	-	-
LF	LOCAL FUNDS	269,823,942	95,175,091	102,313,096	101,700,000	9,833,609	578,845,738
PKLF	LOCAL SUPPORT FOR TURNPIKE	-	-	-	63,755,058	-	63,755,058
RTA	SFRTA	666,666	666,666	666,666	666,666	666,666	3,333,330
<i>Local Total</i>		<i>405,583,748</i>	<i>245,612,897</i>	<i>229,220,902</i>	<i>292,362,864</i>	<i>136,741,415</i>	<i>1,309,521,826</i>
Summary							
Federal		190,170,241	124,954,561	153,685,178	78,881,443	65,799,520	613,490,943
State		166,770,821	212,142,193	128,035,624	311,727,027	100,529,301	919,204,966
Turnpike		238,977,138	349,734,581	328,896,561	642,728,798	58,941,207	1,619,278,285
Local		405,583,748	245,612,897	229,220,902	292,362,864	136,741,415	1,309,521,826
Grand Total		1,001,501,948	932,444,232	839,838,265	1,325,700,132	362,011,443	4,461,496,020

Table 1: Major Projects

Projects are predominantly on state roadways using state funding sources, including but not limited to District Dedicated Revenue (DDR) and Primary Highways & Public Transportation Funds (DS). Projected funding availability is anticipated to be approximately \$20.4 Million/year but varies yearly. FDOT requests the TPA "oversubscribe" to ensure programming of all available funds.

Shown in \$1,000s

Year - Rank	Applicant/ Lead Agency	Location	Description	Proj. No.	Total Cost		TIP FY 2026-2030						Addt'l Funds Needed	Notes
						< FY 26	FY 26		FY 27		FY 28			
--	Palm Beach TPA	TPA Planning & Administration as detailed in the UPWP		4393255 4393256 4393257	\$23,413	N/A	PL \$2,571 SU \$2,006	PL \$2,571 SU \$2,100	PL \$2,571 SU \$2,150	PL \$2,571 SU \$2,150	PL \$2,571 SU \$2,150			
04-1	FDOT	SR-7 from 60th St to Northlake Blvd	Construct new 4L road	2296645 2296646	\$257 \$100,003					PE \$257			Pending litigation	
							PE \$3,000		RRU \$24	ENV \$473 CST \$81,003	ENV \$2,369 CST \$4,740			
04-2	FDOT	SR-7 from Okeechobee Blvd to 60th St	Widen from 2L to 4L	2296647	\$48,762	\$477	PE \$750	RRU \$3	CST \$47,532				Pending litigation	
14-1	FDOT/ SFRTA	Passenger Rail Service on FEC	Transit Alternative Analysis to extend commuter rail service onto the FEC corridor from Broward County Line or via the Northwood Crossover; Construct Stations and Rolling Stock	4170317	\$542,100	\$1,350						\$540,750	FEC easement/ access fee and O&M needed for PD&E. TPA/FDOT Feasibility Study Underway.	
14-3	FDOT	Atlantic Ave from SR-7 to E of Lyons Rd	Widen from 2L to 4L, including buffered 7' bike lanes and 6' sidewalks	2296584	\$41,204	\$36,857	ROW \$1,080	ROW \$142		ROW \$124	ROW \$3,000		Under Construction	
16-1b	FDOT	Atlantic Ave from Florida's Turnpike to Cumberland Dr	Widen from 4L to 6L, including 7' buffered bike lanes and 10' shared-use-paths where feasible	4405754	\$57,235	\$3,501	ROW \$6,540		ROW \$5,198	CST \$39,989	CST \$2,007			
16-1c	FDOT	Atlantic Ave from Cumberland Dr to Jog Rd	Widen from 4L to 6L, including 7' buffered bike lanes and 10' shared-use-paths where feasible	4405755	\$39,195	\$2,822	ROW \$946	ROW \$2,000	ROW \$4,140 RRU \$50	CST \$27,230	CST \$2,007			
17-1	FDOT/ Palm Tran	US-1: Camino Real Rd to Indiantown Rd	561 Plan Transit Corridor: New enhanced transit service with associated multimodal facilities											
17-1b	Palm Tran/ FDOT	US-1: Palmetto Park Rd to Northlake Blvd	Construct 14 enhanced transit shelters within existing ROW	4383864	\$7,202	\$1,153	CST \$6,002	CST \$48						
17-1c	Boca Raton/ FDOT	US-1: Camino Real to NE 8th St/Mizner Blvd in Boca Raton	Lane Repurposing from 6L to 4L between Camino Real and SE Mizner Blvd; associated multimodal facilities	4383865	\$9,105	\$944	CST \$8,161							
17-1d	WPB/ FDOT	US-1: 25th St to 45th St in West Palm Beach	Reconstruct roadway to include pedestrian and bicycle facilities and safety enhancements	4383866	\$14,479	\$823					CST \$13,657			
17-1f	FDOT/ N Palm Beach	US 1: Northlake Blvd to Parker Bridge in North Palm Beach	Lane Repurposing from 6L to 4L with shared-use paths, bicycle lanes, landscaping and furnishing zone	4383867	\$8,672					PE \$920		\$7,752	Lane repurposing application approved by FDOT.	
17-1g	Lake Worth Beach/ FDOT	US-1: Dixie/Federal Junction to Gregory Rd in Lake Worth Beach	Speed Mitigation; Safety Improvements; Pedestrian and Bicycle Improvements; Signalization	TBD	\$5,674							\$5,674		

Table 1: Major Projects

Shown in \$1,000s

Year - Rank	Applicant/Lead Agency	Location	Description	Proj. No.	Total Cost	TIP FY 2026-2030						Add'l Funds Needed	Notes
						< FY 26	FY 26	FY 27	FY 28	FY 29	FY 30		
18-1	TPA & Palm Tran /FDOT	Okeechobee Blvd from SR-7 to US-1; SR-7 from Forest Hill Blvd to Okeechobee Blvd	561 Plan Transit Corridor: New enhanced transit service with associated multimodal facilities										
18-1b	Palm Tran/ FDOT	Okeechobee Blvd from SR-7 to US-1; SR-7 from Forest Hill Blvd to Okeechobee Blvd	Construct enhanced transit shelters within existing ROW	4417584	\$5,805	\$805				CAP \$5,000			
18-1c	TPA/ FDOT	Okeechobee Blvd from SR-7 to US-1; SR-7 from Forest Hill Blvd to Okeechobee Blvd	FDOT feasibility study based on TPA planning study recommendations	4513801	\$2,000	\$550	PLN \$1,450						
18-2	TPA/ FDOT/FPL	SR-80 from SR-15 to CR-880	Add street lighting and guardrails	4417561	\$16,160	\$16,160						Under Construction. In phases.	
				4535581	\$4,181	\$621		RRU CST \$15 \$3,545					
18-3	TPA/ FDOT	US-27 Connector from US-27 to SR-715	Construct new 2-lane road	4417571	\$134,705	\$250					PDE \$1,500	\$68,455	Request of \$3.955M for PDE. Alternative Corridor Evaluation (ACE) underway. Estimated cost of PE, ROW, CST is \$64.5 M
19-1	TPA & Palm Tran /FDOT	Lake Worth Rd from SR-7 to US-1; SR-7 from Lake Worth Rd to Forest Hill Blvd	561 Plan Transit Corridor: New enhanced transit service with associated multimodal facilities										
20-1	Boca Raton/ FDOT	Federal Hwy at Spanish River Blvd	Convert EB to SB right turn only to right/through with bike lane and mast arm conversion	4482641	\$3,014		PE \$279	PE \$21			CST \$2,714		
20-2 & 20-4	Palm Beach County/ FDOT	Atlantic Ave at Military Trl; Belvedere at Military Trl; Forest Hill Blvd at I-95	Replace span wire traffic signals with mast arms and steel strain pole span wires and upgrade supporting infrastructure. Upgrade to mast arm signals; enhanced pedestrian signals and detection; upgrade ITS elements and roadway lighting; curb ramp and sidewalk upgrades to meet ADA.	4479441	\$40,202		PE \$566				CST \$3,856		
		US-1 at Silver Beach Rd, Military at Investment Ln, Okeechobee at Quadrille Blvd, Lakeview Ave at Quadrille Blvd		4480731			PE \$422	PE \$21				\$11,200	ROW and CST remain unfunded
		US-1 at SE 1st St, 7th Ave N, 10th Ave N, 13th Ave N; Boynton Beach Blvd at US-1, Congress Ave, Seacrest Blvd, Military Trl, Hagen Ranch Rd; Congress Ave at Dolan Rd; Atlantic Ave at Hamlet Dr; Lake Ave at SR-A1A (include w/ FM 4476631)		4481071			PE \$637					\$23,500	ROW and CST remain unfunded
20-3	Boca Raton/ FDOT	Glades Rd/SR-808 at Town Center Blvd; I-95 NB off ramp at W Palmetto Park Rd; I-95 SB off ramp at Palmetto Park Rd; US-1 at Royal Palm Way; US-1 at Hidden Valley Blvd	Replace span wire traffic signals with mast arms and upgrade supporting infrastructure	4480641	\$12,605		PE \$719				CST \$6,657		
		US-1 at Glades Rd, NE 15th Ter, and NE 24th Ter		4481351			PE \$550		ROW \$547	ROW \$259	ROW \$387 CST \$3,487		

Table 1: Major Projects

Shown in \$1,000s

Year - Rank	Applicant/Lead Agency	Location	Description	Proj. No.	Total Cost	TIP FY 2026-2030						Add'l Funds Needed	Notes
						< FY 26	FY 26	FY 27	FY 28	FY 29	FY 30		
20-5	Palm Beach County/FDOT	SR-715 from Hatcher Rd to Paul Rardin Park SR-715 from Airport Rd to SW 14th St	Construct 6' sidewalk on W side of roadway.	4479451	\$2,263		PE \$467			CST \$1,796			
21-1	TPA/FDOT	Forest Hill Blvd from W of Jog Rd to Military Trl	Add roadway lighting on N side and pedestrian lighting, bus bay layover facility, enhanced crosswalks at three signalized intersections, green markings in bicycle conflict zones	4498771	\$2,616		PE \$670	ENV \$30				\$1,916	
21-2	TPA/FDOT	Congress Ave from Lake Worth Rd to Forest Hill Blvd	Add pedestrian lighting, enhanced crosswalks at six signalized intersections, and bus stop amenities	4498791	\$2,966		PE \$434	ENV \$30				\$2,502	
21-3	Boca Raton/FDOT	SR-A1A at Spanish River Blvd and Camino Real (include w/ FM 4476611); US-1 at Jeffery St, NE 32nd St, NE 20th St, Fire Station #1, NE Mizner Blvd, SE Mizner Blvd, and Camino Real; Yamato Rd at NW 2nd Ave (include w/ FM 447657.1); Glades Rd at NW 2nd Ave and Pinehurst Ln; I-95 NB Ramp at Peninsula Corp Dr; I-95 SB Ramp at Peninsula Corp Dr	Replace span wire traffic signals with mast arms and steel strain pole span wires and upgrade supporting infrastructure	4495531	\$9,347			PE \$495 ENV \$30				\$5,090	
				4498751				PE \$325 ENV \$30			CST \$3,377		
21-4	TPA/FDOT	SR-7 from Glades Rd to Bridgebrook Dr	Modify resurfacing project to add sidewalk on E side and green markings in bicycle conflict zones	4476701	\$13,224	\$13,196	CST \$28						Under Construction
21-6	FDOT	Indiantown Rd at Central Blvd	Conduct PD&E to evaluate congestion mitigation alternatives with minimal adverse impacts to pedestrians, bicycles, and local businesses	4499351	\$3,810	\$500	PDE \$3,310						Accelerated from FY 28 to FY 26
23-1	TPA/FDOT	US-1 from Universe Blvd to Indiantown Road	Widen existing sidewalks to shared use paths	TBD	\$10,700							\$10,700	Potential SUN Trail eligibility requiring coordination from Ocean Dr to Ocean Way. Possible Resurfacing project alignment.
23-2	PBC/FDOT	Palm Beach County Traffic Signals at a various locations	Flashing Yellow Arrows	4535891	\$2,103							\$2,103	Program ready but additional coordination needed.
23-3	PBC/FDOT	Palm Beach County Traffic Signals at a various locations	Signal Upgrades	4535901	\$4,109							\$4,109	Program ready but additional coordination needed.
Cost Summary					\$1,167,111	\$88,403	\$40,587	\$11,407	\$62,213	\$161,772	\$54,479	\$683,750	

Table 2: Local Initiatives Program

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

Shown in \$1,000s

Year Rank	Applicant/Lead Agency	Location	Description	Proj. No.	Total Cost	<FY 26	TIP FY 2026-2030					Addtl Funds Needed	Notes
							FY 26	FY 27	FY 28	FY 29	FY 30		
17-1 & 17-5	West Palm Beach/ FDOT	36th St & bridge from Australian Ave to Poinsettia Ave in West Palm Beach	Construct buffered bike lanes, pedestrian enhancements and bridge	4415701	\$18,254	\$2,018	CST \$16,237						
19-2	Palm Beach County	Cresthaven Blvd from S Jog Rd to S Military Trl	Construct 7' buffered bike lanes and three intersection modifications	4460861	\$4,599	\$3,152	CST \$1,447						
19-4	West Palm Beach	25th St from Australian Ave to Broadway Ave	Lane Repurposing from 4 lanes to 3, construct R/R gate enhancements, ADA upgrades, buffered bike lane/ designated bike lane, lighting improvements, sidewalks	4460901	\$7,038	\$5	CST \$7,033						
20-2 21-1 22-2	SFRTA	SFRTA - Tri-Rail Service	Purchase passenger rail cars	4481031	\$17,500	\$6,813	CAP \$6,087	CAP \$4,600					
20-3	Lake Worth Beach	South East Coast Street and S. H Street	Reconstruct roadways to one-way pair with 4' designated bike lanes	4483541	\$7,889	\$5		CST \$7,884					
20-4	Wellington	Greenbriar Blvd from Aero Club Drive to Greenview Shored Blvd.	Construct 10' shared-use path on north side of roadway. Upgrade intersections and pedestrian crossings with enhanced visibility and signage.	4482991	\$4,223	\$3,674	CST \$549						
20-6	Royal Palm Beach	Various Locations - Residential Roads	Construct ADA Improvements - Sidewalks and Curb Ramps	4483051	\$671	\$5	CST \$666						
21-2	Palm Beach County	Prosperity Farms from 800' N of Northlake Blvd to Donald Ross Rd	Construct 4' designated bike lanes	4498471	\$5,980	\$5	CST \$2,447	CST \$3,528					
22-3	Palm Beach Gardens	Gardens Parkway from Alternate A1A to Prosperity Farms Road	5' designated bike lane and 8' sidewalk	4508001	\$4,625	\$5		CST \$4,620					
22-4	Palm Tran	Palm Tran electric buses and Palm Tran Maintenance Facility (Electronics Way) charging stations	Purchase 4 electric buses and install electric charging at maintenance facility	4507981	\$5,000					CAP \$5,000			
22-5	Delray Beach	Barwick Rd from Lake Ida Rd to Sabal Lakes Rd (N)	10' shared use path and new sidewalk	4507931	\$2,531	\$5		CST \$2,091					
22-6	Palm Tran	Countywide	Bus Stop Improvements	4507971	\$5,000					CAP \$5,000			
22-7	ITID	Temple Blvd, Hall Blvd, 140th Ave	Seminole Speed Tables	4507951	\$627	\$5		CST \$526					Federal eligibility on hold
23-1	ITID	140th Ave N, Temple Blvd, and Hall Blvd	Construct 10' shared use pathways and 8' pathways.	TBD	\$5,369							\$4,109	Federal eligibility on hold
23-3	Boca Raton	Boca Raton Traffic Signals	Traffic Signal Updates and ITS Improvements Phase 1	4535181	\$2,039					PE \$5	CST \$2,034		
23-4	West Palm Beach	7th Street from Australian Ave to Tamarind Blvd	Construct buffered bike lanes and widen sidewalks	4535201	\$1,851					PE \$5	CST \$1,846		
23-6	Palm Beach County	Palm Beach County Traffic Signals	Signal Upgrades	4535261	\$5,293					PE \$5	CST \$5,288		
23-7	Wellington	Wellington Trace from east of Draft Horse Ln to Greenview Shores Blvd	Widen sidewalks and construct roundabout at Primrose Lane	4535911	\$2,988					PE \$5	CST \$2,764		

Table 2: Local Initiatives Program

Shown in \$1,000s

Year Rank	Applicant/Lead Agency	Location	Description	Proj. No.	Total Cost	<FY 26	TIP FY 2026-2030					Addt'l Funds Needed	Notes
							FY 26	FY 27	FY 28	FY 29	FY 30		
23-8	Palm Beach County	Palm Beach County Traffic Signals	Flashing Yellow Left & Right Turn Arrow Upgrades	4535171	\$4,693							\$3,062	
Cost Summary					\$106,172	\$15,692	\$34,466	\$23,249	\$10,020		\$11,933	\$7,171	

Table 3: Transportation Alternatives Program

This program is for non-motorized projects on or off the federal-aid eligible network. Sources of funding are from the approximately \$5.1 Million/year of the federal STBG Transportation Alternatives (TA) set-aside program, known locally as TA, that is allocated to the TPA for prioritization.
Shown in \$1,000s

Year - Rank	Applicant/Lead Agency	Location	Description	Proj. No.	Total Cost	TIP FY 2026-2030						Addtl Funds Needed	Notes
						< FY 26	FY 26	FY 27	FY 28	FY 29	FY 30		
21-3	ITID	Grapeview Blvd from Key Lime Blvd to 60th St and Key Lime Blvd from Hall to M-1 Canal	Construct 10' shared use path and 8' pathway	4490021	\$1,663	\$5	CST \$1,658						Federal eligibility on hold
22-1	ITID	Hamlin Blvd from Hall Blvd to Grapeview Blvd; Grapeview Blvd from Hamlin Blvd to Citrus Grove Blvd; Citrus Grove Blvd from Hall Blvd to Avocado Blvd	Construct 10' shared use path and expand existing sidewalk to 8'	4507871	\$1,305	\$5	CST \$1,300						Federal eligibility on hold
22-2	Palm Beach Gardens	Fairchild Ave from Fairchild Gardens Ave to Campus Dr	Construct buffered bicycle lanes and 8' pathway on south side of roadway	4508291	\$1,413	\$5	CST \$1,408						
22-3	West Palm Beach	49th St from Greenwood Ave to North Flagler Drive	Construct ADA curb ramps and sidewalks, traffic calming speed humps and sharrow	4508621	\$570	\$5	CST \$565						
22-4	Royal Palm Beach	Various Locations - Local Roads	Install pedestrian and bicycle network wayfinding signage	4508241	\$879	\$5	CST \$874						
22-5	Boca Raton	SW 18th Street from Military Trl to Addison Ave	Construct 10' shared use paths and missing crosswalks and sidewalks	4507841	\$415	\$5	CST \$410						
	SFRTA	SW 18th Street from Military Trl to Addison Ave	Construct 10' shared use paths and missing crosswalks and sidewalks	4507842	\$1,155	\$	CAP \$1,155						
23-1	Boca Raton	NW 6th Way from South of NW 38th Drive/Circle to Spanish River Blvd	Construct 10' shared use path and include bicycle and pedestrian intersection upgrades.	4529981	\$1,401	\$5		CST \$1,396					
23-2	Palm Beach County	Camino Real from Spanish River Rd to South Ocean Blvd	Construct 7' buffered bike lanes on both sides of the road and 5 ft sidewalk on the south side	4530021	\$1,367	\$5		CST \$1,362					
23-3	West Palm Beach	Spruce Ave from 36th St to 40th St	Construct designated bike lanes, ADA curb ramps and sidewalks, new crosswalks, traffic calming, and pedestrian scale lighting.	4529991	\$1,583	\$5		CST \$1,578					
23-4	Palm Beach Gardens	Lilac St from North Military Trl to Plant Dr	Widen existing sidewalk to 10' shared use path and construct new 10' shared use path with a midblock crossing.	4530011	\$1,149	\$5		CST \$1,144					
23-5	ITID	140th Ave North from Orange St to 61st St North and 61st St North from 140th Ave North to the M-1 Canal	Construct 8' unpaved path	4530001	\$1,004	\$	PE \$5	CST \$999					Federal eligibility on hold
24-1	West Palm Beach	Palm St from Lake Ave to US-1/Dixie Hwy	Construct bike lanes and ADA improvements for pedestrian facilities	4548781	\$1,974	\$	PE \$5		CST \$1,969				
24-2	Boca Raton	NW 2nd Ave from Jeffrey St to Hidden Valley Blvd	Construct two-way bicycle path on east side of the road with bicycle intersection improvements	4548771	\$1,832	\$	PE \$5		CST \$1,827				
24-3	Palm Beach County/Boca Raton	Camino Real from Dixie Hwy to Federal Hwy	Construct a raised bicycle lane on both sides of the road	4549511	\$1,046	\$	PE \$5		CST \$1,041				
24-4	Palm Tran	Palm Beach Lakes Blvd from Executive Center Dr to Australian Ave	Transit Access Improvements	new	\$789	\$						\$789	Cancelled at the request of applicant.
Cost Summary					\$18,757	\$50	\$ \$7,391	\$ \$6,479	\$ \$4,837				

Table 4: SUN Trail Priorities

Projects must be located on the SUN Trail Network. SUN Trail projects are through a competitive state application process that must by FDOT in addition to inclusion on the TPA's List of Priority Projects (LOPP).

Shown in \$1,000s

Year	Applicant/ Lead Agency	Location	Description	Proj. No.	Total Cost	<FY 26	TIP FY 2026-2030					Addt'l Funds Needed	Notes
							FY 26	FY 27	FY 28	FY 29	FY 30		
2023	Jupiter	US 1 from Indiantown Rd to Loxahatchee River	All project phases to close gap in SUN Trail and East Coast Greenway Network	4545791	\$6,847	\$300						\$6,847	Planning Study in FY 25
2023	Boca Raton	A1A from Camino Real to Beach Club Way	Feasibility Study and Design for SUN Trail Connection across the Camino Real Inlet Bridge	TBD	\$3,000							\$3,000	
Cost Summary												\$16,994	

Table 5: Active and Under Construction TPA Priorities

The table below summarizes projects that are close to construction or are currently under construction. The list includes previously funded TPA Priorities that do not appear in the 5-Year TIP. However, the list may include some projects that still have funding in the TIP. Projects are noted until the project reaches completion.

Shown in \$1,000s

Year - Rank	Applicant/ Lead Agency	Location	Description	Proj. No.	Total Cost	Status
Major Projects						
14-3	FDOT	Atlantic Ave from SR-7 to E of Lyons Rd	Widen from 2L to 4L, including buffered 7' bike lanes and 6' sidewalks	2296584	\$41,204	Under Construction. Estimated Completion: Apr 2028.
16-1a	FDOT	Atlantic Ave from east of Lyons Rd to Florida's Turnpike	Widen from 4L to 6L, including 7' buffered bike lanes and 10' shared-use-paths where feasible	4405752	\$8,265	Under Construction. Estimated Completion: Apr 2028.
17-1a	Palm Tran	US-1: Palmetto Park Rd to Northlake Blvd	Implement Transit Signal Prioritization for entire corridor	4383863	\$2,000	Public meetings in 2025; implementation in 2026.
17-2	Boynton Beach/ FDOT	Boynton Beach Blvd from I-95 to US-1	Reconstruct to narrow vehicle lanes, construct 9' sidewalk on N, 15' shared use path on S, pedestrian lighting	4440791	\$10,177	Construction Completed Apr 2025.
18-1a	Palm Tran	Okeechobee Blvd from SR-7 to US-1; SR-7 from Forest Hill Blvd to Okeechobee Blvd	Implement Transit Signal Prioritization for entire corridor	4417582	\$1,000	Funding to be flexed in 2025.
18-2	TPA/ FDOT/FPL	SR-80 from SR-15 to CR-880	Add street lighting and guardrails	4417561 4535581	\$20,341	Under Construction. Project is in phases. Guardrail programmed in FY 27.
20-6	TPA/ FDOT	SR-715 from SR-80 to W of Canal St South	Modify resurfacing project to add buffered bicycle lanes, missing sidewalk connections to SR-80 and to PB State College entrance, and roadway lighting.	4398451	\$5,661	Under Construction. Estimated Completion Aug 2025.
20-8	Lake Worth Beach/ FDOT	Lake Ave/Lucerne Ave/SR-802 from E of A St to E of Golfview Rd	Modify resurfacing project to add stamped concrete crosswalks, replacement of sidewalk pavers, and improved stormwater drainage.	4461041	\$5,207	Construction Completed Apr 2025.
21-4	TPA/ FDOT	SR-7 from Glades Rd to Bridgebrook Dr	Modify resurfacing project to add sidewalk on E side and green markings in bicycle conflict zones	4476701	\$12,629	Under Construction.
17-1e	TPA/ FDOT	US-1: 59th St to Northlake Blvd in Riviera Beach and Lake Park	Reconstruct as 4L, add bike lanes and medians; move barrier wall on bridge to protect bike lanes;-add street lights/ped-scale lights where feasible	4383862	\$14,622	Under Construction May 2025.
19-1a	Palm Tran	Lake Worth Rd from SR-7 to US-1; SR-7 from Lake Worth Rd to Forest Hill Blvd	Implement Transit Signal Prioritization	4463361	\$1,000	In Procurement.
21-5	TPA/ FDOT	Boynton Beach Blvd from Congress Ave to E of I-95	Modify resurfacing project and interchange capacity project to provide wider sidewalks and buffered bike lanes on both sides of roadway	4358041 4476671	\$94,874	In Design. Notice to Proceed June 2025.
Local Initiatives						
14-5	Lake Park/ FDOT	FEC Railroad Crossings Countywide	Install Safety/Quiet Zone infrastructure on FEC corridor	4353432	\$3,506	Under Construction. Estimated Completion: Summer/Fall 2025.
14-6	SFRTA	Tri Rail Northern Layover Facility: CSX tracks E of I-95 in Mangonia Park/WPB	Construct new facility to enhance O&M for existing system and support Jupiter extension	4297671 4537741 2368542	\$46,045	100% design plans and cost estimates expected in Summer 2025. \$46 M in SU/GMR funding.
14-7	Delray Beach	Lowson Blvd/SW 10th St from Dover Rd to SE 5th Ave	Consruct designated bike lanes and sidewalks. Includes stand:	4368961	\$6,501	Under Construction. Anticipated Completion: Summer 2025

Table 5: Active and Under Construction TPA Priorities

Shown in \$1,000s

Year - Rank	Applicant/ Lead Agency	Location	Description	Proj. No.	Total Cost	Status
15-2	West Palm Beach	West Palm Beach: 25th St to Tri-Rail Station to SR 80	Purchase seven (7) vehicles to support new N/S trolley service	4383901	\$1,505	Project cancellation underway
15-3	Palm Tran	Various locations along existing Palm Tran bus routes	Construct 30 transit shelters	4383921	\$600	Design underway; improvements to start by end of 2025.
15-4	West Palm Beach	Various locations along existing WPB trolley lines	Construct seven (7) trolley shelters	4383961	\$571	Project cancellation underway
17-2	Delray Beach	Lindell Blvd from Linton Blvd to Federal Hwy/US 1	Construct sidewalks and separated bike lanes	4415331	\$12,143	Under Construction. Estimated Completion: June 2026
17-4	Palm Tran	Various Palm Tran bus stops	Replace 40 transit shelters	4415711	\$800	Design underway; improvements to start by end of 2025.
17-6	Delray Beach	Barwick Rd from Atlantic Ave to Lake Ida Rd	Construct sidewalks and separated bike lanes	4415321	\$10,446	Under Construction. Estimated Completion: June 2026
17-7	Delray Beach	Brant Bridge connector from Lindell Blvd to Brant Bridge	Construct sidewalks and separated bike lanes	4415861	\$2,540	Anticipated Construction Nov 2025.
18-2	West Palm Beach	Parker Ave from Forest Hill Blvd to Congress Ave	Install separated bike lanes, pedestrian lighting and street trees.	4443761	\$7,400	Anticipated Construction Mar 2026.
18-6	Delray Beach	Germantown Rd from Old Germantown Rd to Congress Ave	Construct sidewalks and separated bike lanes	4443771	\$6,385	Anticipated Construction May 2025.
19-1	Palm Tran	Palm Tran electric buses and Palm Tran Maintenance Facility (Electronics Way) charging stations	Purchase 3 electric buses and install electric charging at maintenance facility	4460981	\$4,336	Orders expected in 2025, anticipated delivery 1 year after.
20-1	Palm Tran	Palm Tran electric buses and Palm Tran Maintenance Facility (Electronics Way) charging stations	Purchase 4 electric buses and install electric charging at maintenance facility	4482951	\$5,000	Orders expected in 2025, anticipated delivery 1 year after.
23-5	SFRTA	SFRTA - Tri-Rail Service	Rolling Stock - New Train	4535271	\$5,000	In procurement.
Transportation Alternatives						
16-2	West Palm Beach/ FDOT	North Shore Bridge in West Palm Beach	Construct pedestrian bridge west of existing roadway bridge	4400151	\$1,812	Under Construction. Estimated Completion: May 2025
17-1	West Palm Beach	Northmore neighborhood	Construct sidewalks and shared use pathways	4415271	\$1,325	Anticipated Construction Jun 2025.
19-2	Boynton Beach	SE 1st St from Boynton Beach Blvd to Woolbright Rd	Construct 10' shared use path on western side of roadway	4460781	\$5,500	Anticipated Construction Nov 2025.
20-1	Lake Worth Beach	Various Locations - Local Roads	Construct ADA Curb Ramps and Sidewalk	4483011	\$1,309	Under Construction. Estimated Completion: Fall 2025
20-3	Westgate CRA/ Palm Beach County	Cherry Rd from Military Trl to Quail Dr	Construct 10-12' shared use path and pedestrian lighting on north side of roadway	4483031	\$1,209	Under Construction. Estimated Completion: Sep 2025.
20-4	Palm Tran	Countywide - 110 bus stops	Install 5' sidewalk connections and ADA bus stop enhancements	4483041	\$281	In procurement.
21-1	Palm Beach Gardens	Burns Rd from Military Trl to Alt A1A	Construct 9.5' separated two-way bicycle track	4490051	\$1,405	Anticipated Construction Nov 2025.

Table 5: Active and Under Construction TPA Priorities

Shown in \$1,000s

Year - Rank	Applicant/Lead Agency	Location	Description	Proj. No.	Total Cost	Status
21-2	Boca Raton	El Rio Trail from Glades Rd to Yamato Rd	Install lighting	4489991	\$1,274	Anticipated Construction Nov 2025.
21-4	Wellington	C-8 Canal from Forest Hill Blvd to Stribling Way	Construct 10' shared use path	4490061	\$739	Anticipated Construction Nov 2025.

List of Appendices

APPENDIX A - Glossary

Available in Full Document and at PalmBeachTPA.org/TIP

APPENDIX B - Public Participation and Comments

Available at PalmBeachTPA.org/TIP

APPENDIX C - Federal Performance Measures

Available at PalmBeachTPA.org/TIP

APPENDIX D - TPA Priority Projects for FY 25-29

Available at PalmBeachTPA.org/priorities

APPENDIX E - Draft Tentative Work Program for FY 26-30

Available at PalmBeachTPA.org/TIP

APPENDIX F - Eastern Federal Lands Highway Division FY 25-28 TIP

Available at PalmBeachTPA.org/TIP

APPENDIX G - Annual Listing of Obligated Projects

Made available for prior fiscal year each October.

Available at PalmBeachTPA.org/TIP

APPENDIX H

TIP Amendments and Modifications

Available at PalmBeachTPA.org/TIP



What is an MPO?

A Metropolitan Planning Organization (MPO) is a federally mandated and funded agency that consists of local government representatives. The MPO works collaboratively with FDOT and partner agencies to coordinate the planning and prioritization of federal and state funds for transportation projects in the urbanized area.

History of MPOs



MPOs were created to ensure regional cooperation in transportation planning. MPOs were introduced by the Federal-Aid Highway Act of 1962, which required the formation of an MPO for any urbanized area (UZA) with a population greater than 50,000.

Federal funding for transportation projects and programs are channeled through this planning process. Congress created MPOs to ensure existing and future expenditures of governmental funds for transportation projects and programs are based on a continuing, cooperative, and comprehensive (“Three Cs”) planning process. Statewide and metropolitan transportation planning processes are governed by federal law.

3 C’s Planning Process

Continuing

Planning is an ongoing process that addresses both short-term and long-term needs.

Cooperative

The process must involve a variety of interested parties through public participation.

Comprehensive

The process must cover all transportation modes and be consistent with regional and local land-use and economic development plans.

Planning Considerations



Population Growth



Federal & State Goals



Economic Development



Traffic Congestion



Land Use



Public Input



Safety

MISSION: Plan, prioritize and fund the transportation system.

VISION: A safe, efficient, and connected multimodal transportation system.



MPO Required Work Products

Long Range Transportation Plan (LRTP)



- 25-year transportation plan
- Updated every 5 years
- Prioritizes projects that advance State and Federal Performance Measures

Transportation Improvement Program (TIP)



- 5-year Work Program of Funded Projects
- Updated annually for new outer year
- Developed in coordination with the Florida Department of Transportation (FDOT)

Unified Planning Work Program (UPWP)



- 2-year agency business plan
- Updated every two years

Public Participation Plan (PPP)



- Outlines strategies for public involvement
- Updated as needed

MPOs identify transportation needs and prioritize funds to advance state and federal goals. Each of the required planning documents work to plan, prioritize and fund the transportation system. Through a continuing, cooperative and comprehensive process, MPOs ensure all systems work together cohesively through purposeful planning, communication, and coordination.

Project Scheduling Report – June 2025

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					
4475471	I-95 AT FOREST HILL BLVD/SR-882	Safety Project	FDOT	Public Information Workshop	7/25/2025
4378681	SOUTHERN BLVD/SR-80 RAMPS AND SR-7/US-441	Add Turn Lane(s)	FDOT	Letting	7/30/2025
4475471	I-95 AT FOREST HILL BLVD/SR-882	Safety Project	FDOT	PSE Meeting	8/1/2025
4512241	SR-80/SOUTHERN BLVD AT JOG RD INTERSECTION IMPROVEMENTS	Add Left Turn Lane(s)	FDOT	Constructability Plans	8/14/2025
Major Projects					
4535581	SR-80 FROM SR-15 TO CR-880	Guardrail	FDOT	Initial Field Review	6/5/2025
4383864	US-1/SR-5 FROM PALMETTO PARK RD TO NORTHLAKE BLVD/SR-850	Public Transportation Shelter	FDOT	Biddability	6/6/2025
4479441	SIGNAL UPGRADES AT VARIOUS LOCATIONS	Traffic Signals	FDOT	Agency Scope Review	6/12/2025
4480731	SIGNAL UPGRADES - VARIOUS LOCATIONS IN NORTHERN PALM BEACH	Traffic Signals	FDOT	Agency Scope Review	6/12/2025
4481071	SIGNAL IMPROVEMENTS - VARIOUS LOCATIONS	Traffic Signals	FDOT	Agency Scope Review	6/12/2025
4383865	US-1/SR-5 FROM CAMINO REAL TO NE 8TH ST/MIZNER BLVD	Bike Lane/Sidewalk	FDOT	Public Information Workshop	6/19/2025
4383865	US-1/SR-5 FROM CAMINO REAL TO NE 8TH ST/MIZNER BLVD	Bike Lane/Sidewalk	FDOT	PSE Meeting	6/26/2025
4383866	US-1/SR-5 FROM 25TH ST TO 45TH ST	Traffic Ops Improvement	FDOT	Initial Engineering	7/8/2025
4515792	SIGNAL UPGRADES AT VARIOUS LOCATIONS IN PALM BEACH COUNTY	Traffic Signals	FDOT	Biddability	7/10/2025
4479451	SR-715/HATCHER RD TO PAUL RADIN PARK & AIRPORT RD TO SW 14TH ST	Sidewalk	FDOT	Execution Date (Design)	7/11/2025
4479451	SR-715/HATCHER RD TO PAUL RADIN PARK & AIRPORT RD TO SW 14TH ST	Sidewalk	FDOT	Kickoff Meeting	7/24/2025
4383865	US-1/SR-5 FROM CAMINO REAL TO NE 8TH ST/MIZNER BLVD	Bike Lane/Sidewalk	FDOT	Biddability	8/20/2025
Local Initiatives Program					
4483051	VILLAGE OF ROYAL PALM BEACH VARIOUS LOCATIONS	Sidewalk	Royal Palm Beach	Production	7/7/2025
4460901	25TH ST FROM NORTH AUSTRALIAN AVE TO BROADWAY AVE	Bike Lane/Sidewalk	West Palm Beach	LAP Commitment	8/1/2025
Transportation Alternatives Program					
4508241	VILLAGE OF ROYAL PALM BEACH - VARIOUS LOCATIONS	Bike Path/Trail	Royal Palm Beach	Production	7/7/2025
4508291	FAIRCHILD AVE FROM FAIRCHILD GARDENS AVE TO CAMPUS DR	Bike Path/Trail	Palm Beach Gardens	Production	8/4/2025
O&M - Roadways					
4476641	SR-15/E MAIN ST FROM ANNONA ST TO SR-700/CONNERS HWY	Resurfacing	FDOT	Letting	5/28/2025
4438672	ALT A1A//SR-811 OVER LOXAHATCHEE RIVER BRIDGE 930339	Bridge-Repair/Rehabilitation	FDOT	PSE Meeting	6/5/2025
4476641	SR-15/E MAIN ST FROM ANNONA ST TO SR-700/CONNERS HWY	Resurfacing	FDOT	Construction Notice to Proceed (NTP)	6/12/2025
4259608	PALM BEACH COUNTY PUSH-BUTTON CONTRACT FOR SIGNALIZATION	Traffic Control Devices/System	FDOT	Letting	6/12/2025
4498341	SR-717/E CANAL ST FROM SR-80 TO SE AVE E	Resurfacing	FDOT	Constructability Plans	6/20/2025
4438672	ALT A1A//SR-811 OVER LOXAHATCHEE RIVER BRIDGE 930339	Bridge-Repair/Rehabilitation	FDOT	Biddability	7/7/2025
4292506	PALM BEACH COUNTY PAVEMENT MARKING AND SIGNING	Signing/Pavement Markings	FDOT	Production	7/7/2025

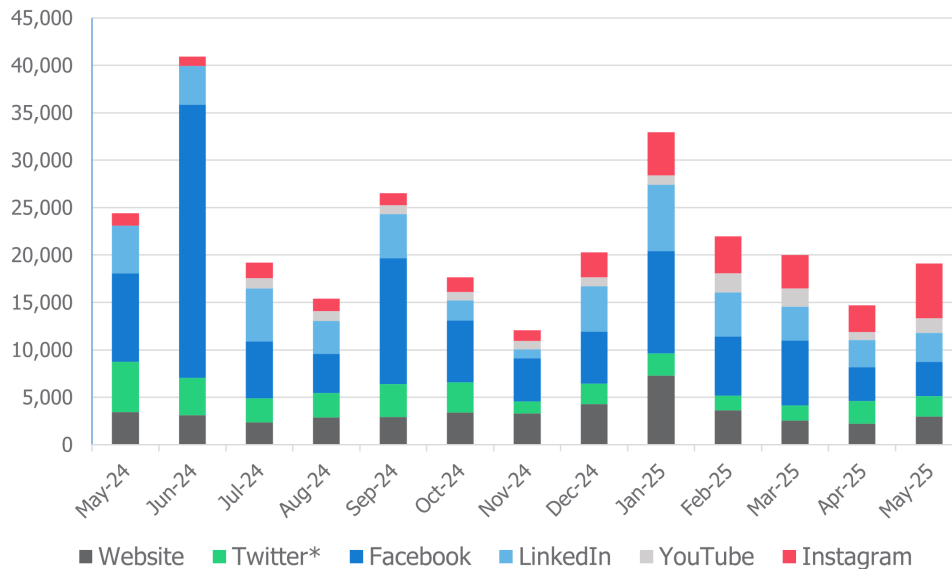
FM #	Location	Type of Work	Lead Agency	Phase Milestone	Date
4492561	SR A1A AT BOYNTON INLET BRIDGE 930061	Bridge - Painting	FDOT	Letting	7/11/2025
4498321	S FEDERAL HWY/SR-5 FROM SR-5/US-1/N DIXIE HWY TO 10TH AVE S	Resurfacing	FDOT	Public Information Workshop	7/21/2025
4498321	S FEDERAL HWY/SR-5 FROM SR-5/US-1/N DIXIE HWY TO 10TH AVE S	Resurfacing	FDOT	PSE Meeting	7/28/2025
4498101	SR-802/LAKE WORTH RD FR EVERETT COURT TO EAST OF ERIE ST	Resurfacing	FDOT	Constructability Plans	7/29/2025
4484351	SR-811 FROM SOUTH OF RCA BLVD TO NORTH OF DONALD ROSS RD	Resurfacing	FDOT	Letting	7/30/2025
4463731	FOREST HILL BLVD/SR-882 FR E OF LAKE CLARKE DR TO US-1/DIXIE HWY	Resurfacing	FDOT	Public Information Workshop	8/1/2025
4484171	SR-A1A/OCEAN BLVD FROM N OF IBIS WAY TO N OF EMERALD BEACH WAY	Resurfacing	FDOT	Production	8/4/2025
4259608	PALM BEACH COUNTY PUSH-BUTTON CONTRACT FOR SIGNALIZATION	Traffic Control Devices/System	FDOT	Construction Notice to Proceed (NTP)	8/5/2025
4463731	FOREST HILL BLVD/SR-882 FR E OF LAKE CLARKE DR TO US-1/DIXIE HWY	Resurfacing	FDOT	PSE Meeting	8/8/2025
4506841	SR-A1A/ OCEAN BLVD BRIDGE# 930060 OVER BOCA INLET	Bridge Rehabilitation	FDOT	Initial Engineering	8/15/2025
4498321	S FEDERAL HWY/SR-5 FROM SR-5/US-1/N DIXIE HWY TO 10TH AVE S	Resurfacing	FDOT	Biddability	8/20/2025
Railroads					
4537761	ALLENDAL ST, CAROLINE ST AND NW 22ND AVE	Rail Revenue/Operationa Impr	FDOT	Agency Scope Review	8/6/2025

Public Involvement Activity Report 4.B

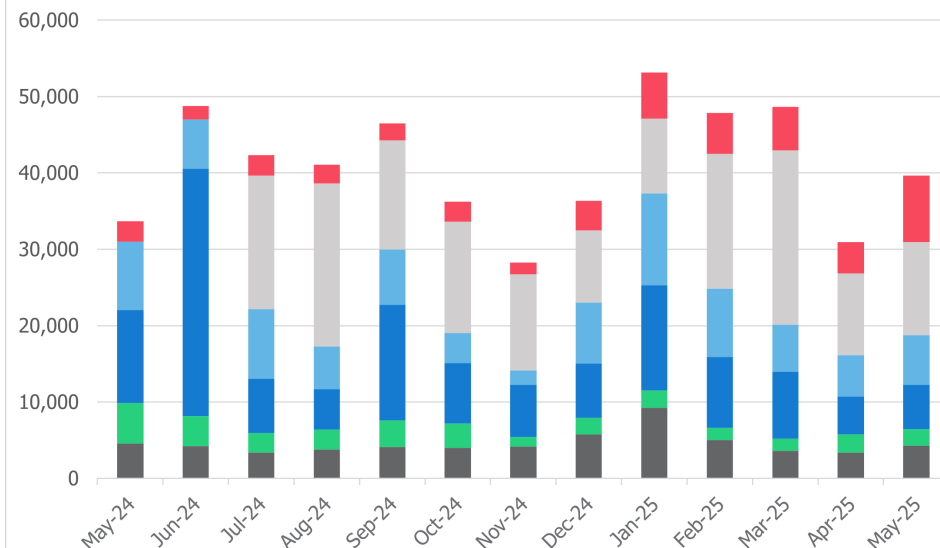
May 2025

FY 25-26 UPWP Task 1.B Solicit Public Input via Social Media

Social Media Reach



Social Media Impressions



FY 25 Strategic Plan Goal 1.B: Increase Social Media Engagement

Goal: 350,000 users reached

Achieved: 219,786 users reached

Total May 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.



23.5k

Total Online Audience

\$280

Total Online Publicity

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

Palm Beach Post: Micromobility Rail Access Survey

LOCAL

Take this survey: How can Tri-Rail improve safety and getting to stations?

Chris Persaud Palm Beach Post
Updated May 7, 2025, 3:52 p.m. ET



As part of FY 2025 Strategic Plan Goal 2.B, the TPA conducted a Micromobility Rail Access Study for Tri-Rail stations in Palm Beach County. This also included a survey that the Palm Beach Post shared, which resulted in nearly 700 total comments and survey responses.

FLORIDA DEPARTMENT OF TRANSPORTATION
MPO JOINT CERTIFICATION STATEMENT

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

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

Included in this certification package is a summary of noteworthy achievements by the MPO, attachments associated with these achievements, and (if applicable) a list of any recommendations and/or corrective actions. The contents of this Joint Certification Package have been reviewed by the MPO and accurately reflect the results of the joint certification review meeting held on January 29, 2025.

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

DocuSigned by:



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Name: Steven C. Braun, P.E.

Title: District Secretary

5/19/2025

Date



Name: Valerie Neilson

Title: Executive Director

5/8/2025

Date