



TPA GOVERNING BOARD MEETING AGENDA

DATE: **Thursday, February 17, 2022**
TIME: **9:00 a.m.**
PLACE: **301 Datura Street, West Palm Beach, FL 33401**

Attendees may not enter the TPA workplace if in the previous 5 days, they have tested positive for COVID-19, exhibited symptoms of COVID-19, or been in close contact with someone with COVID-19 and are unvaccinated.

To promote awareness of multimodal options for in-person attendance, a map of transportation facilities and services around the TPA Office is provided on page 4.

Members of the public can also join the meeting virtually in the following ways:

- Via Zoom app using Webinar ID: 824-2764-5601 and Password: 043361
- Via web browser at PalmBeachTPA.org/17FEB2022
- Via phone at 1-646-558-8656 using the above Webinar ID and Password
- View a live simulcast at PalmBeachTPA.org/LIVE

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

1. REGULAR ITEMS

- A. Call to Order, Invocation, and Pledge of Allegiance
- B. Roll Call
- 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 at any time prior to the commencement of the relevant agenda item.
- A verbal comment may be provided by a virtual attendee using the raise hand feature in the Zoom platform.
- A verbal and/or written comment may be provided by an in-person attendee submitting a comment card available at the welcome table.

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

- E. Comments from the Chair and Member Comments
- F. Interim Executive Director's Report

G. MOTION TO APPROVE Consent Agenda Items

1. Meeting Minutes for October 21, 2021
2. Meeting Minutes for November 18, 2021
3. Appointments to TPA Advisory Committees through February 2025
 - a. Elizabeth Clark as the Representative for Children at Risk on the Transportation Disadvantaged Local Coordinating Board (TD LCB). A summary of qualifications is attached.
 - b. Milory Senat as the Representative (currently serves as the Alternate) and Pauline Spence as the Alternate for the Agency for Persons with Disabilities on the TD LCB. A summary of qualifications is attached.
4. Appointment renewals to TPA Advisory Committees through February 2025
 - a. Anna Biewlawska as the Alternate for Palm Tran on the Technical Advisory Committee (TAC).
 - b. Tamashbeen Rahman as the Alternate for the City of Boca Raton on the TAC.
5. Approval of Palm Beach TPA Agreement No. 2021-16 with Daruma Tech for Website Redevelopment Services in an amount of \$52,982.00 with an option to extend the agreement up to two additional years. The draft agreement is attached.
6. Approval of an amendment to the TPA Operating Procedures, Section 2.3.E related to public requests for agenda items. The draft Procedures are attached with the changes shown in strikethrough and underline format.

2. ACTION ITEMS

A. MOTION TO ADOPT a Resolution approving Amendment #3 to the TPA's Fiscal Year (FY) 22-26 Transportation Improvement Program (TIP)

The TIP is the TPA's five-year funding program for transportation projects in Palm Beach County. The attached amendment request includes:

- Delete project - Indiantown Rd from US-1 to A1A (#4415721)
- Add new project - I-95 wrong way detection systems (#4495201)
- Add new projects with FTA 5310 Operating Assistance
 - Mae Volen Center – Operation funds for fixed route service (#4502781)
 - Mae Volen Center – Purchase vehicle (#4504521)
 - Mae Volen Center – Operating funds for fixed route service (#4504531)
 - Mae Volen Center – Operating funds for fixed route service (#4504751)
 - Mactown, Inc – Operating funds for fixed route service (#4504971)

TAC/BTPAC/CAC: Recommended adoption unanimously

A roll call vote is required.

B. MOTION TO ADOPT a Resolution Approving the 2022 Safety Targets

Pursuant to Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) performance measure implementation requirements, the TPA is required to establish roadway and transit Safety Targets annually. The TPA has the option to support the roadway safety targets adopted by the State or to establish its own targets.

Since 2018, the TPA Board has annually adopted the State's roadway safety targets of zero (0) traffic-related fatalities and serious injuries. TPA staff recommends adoption of the State's roadway safety targets of zero for 2022. TPA staff will review the attached presentation and draft TPA resolution establishing 2022 Safety Targets.

TAC: Recommended adoption 20-1 less the transit safety targets with dissention from the Town of Jupiter representative.

CAC/BTPAC: Recommended adoption unanimously

C. MOTION TO APPROVE of an Amendment to Section 5 of the TPA's Operating Procedures

TPA staff will review the attached draft amendments to Section 5 of the TPA's Operating Procedures relating to the composition and operations of the Bicycle Trailways Pedestrian Advisory Committee (BTPAC). The amendment also proposes changing the committee's name to the Vision Zero Advisory Committee (VZAC) to better align with the TPA's Vision Zero efforts, while still maintaining a focus on pedestrian and bicycle safety.

BTPAC: Recommended adoption 9-6 with an amendment to change the name to the Vision Zero Bicycle Pedestrian Advisory Committee (VZBPAC).

3. **INFORMATION ITEMS**

A. Performance Measures Dashboard

The TPA tracks all adopted performance measures and targets through an interactive dashboard at PalmBeachTPA.org/PM. TPA staff will provide a walkthrough of the dashboard and highlight major changes for calendar year 2021. The performance measures scorecard is attached.

B. Florida Bicycle Month

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

C. Partner Agency Updates

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

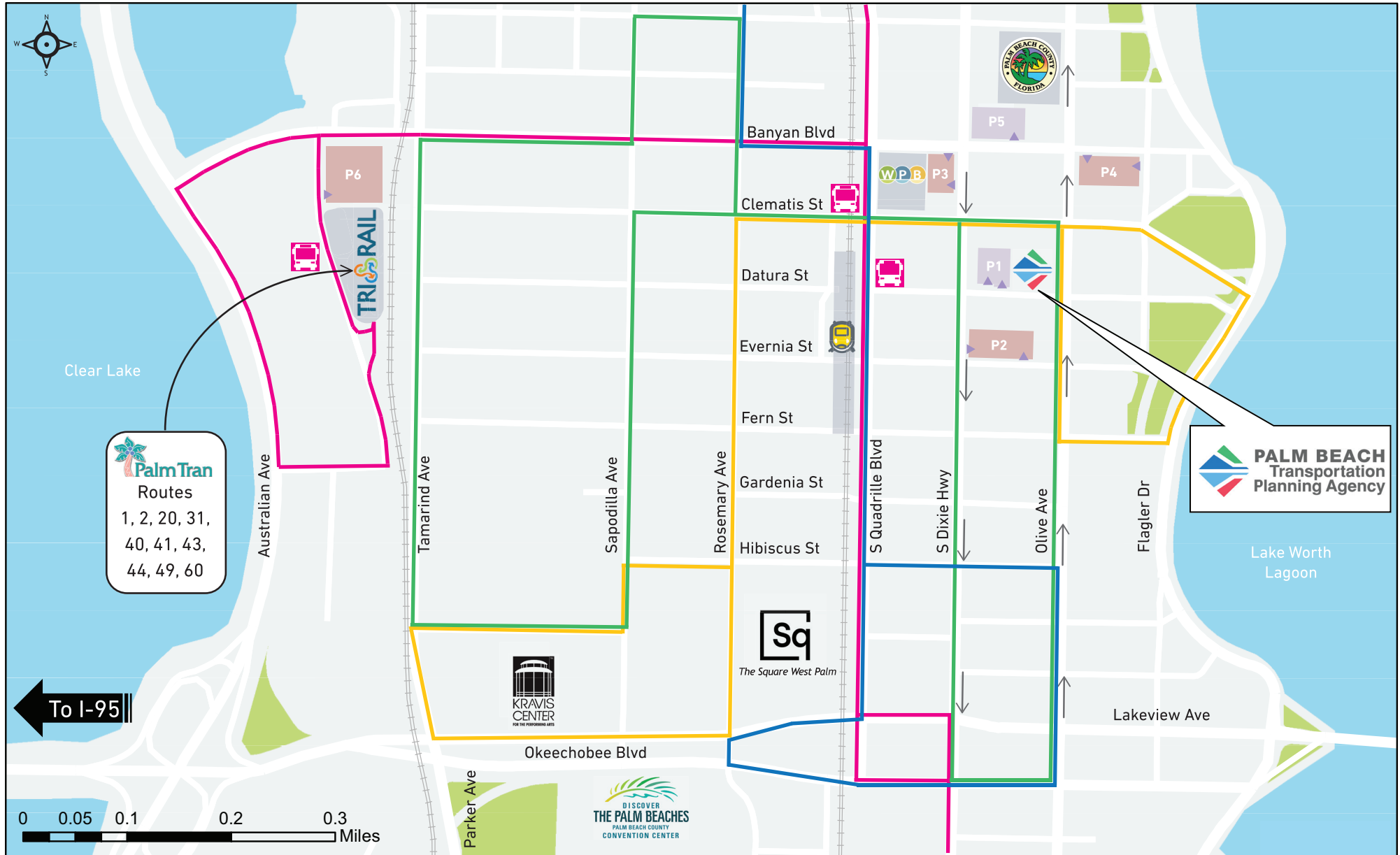
4. **ADMINISTRATIVE ITEMS**

A. Routine TPA Reports

1. Public Involvement Activity Reports – December 2021 & January 2022
2. FDOT Scheduling Report – February 2022
3. FY 2022 Q2 Fiscal and Travel Reports

B. Next Meeting – **March 17, 2022**

C. Adjournment



TPA Office Location



Public Parking



Private Parking

*Metered on-street parking available citywide
(free with Handicap placard up to 4 hours)



Palm Tran Bus Stop

Palm Tran Route 1



WEST PALM BEACH
DowntownWPB.com

Yellow Trolley

Green Trolley

Blue Trolley



brightline



GoBrightline.com
Brightline Station



Free on-demand rides around
West Palm Beach & Palm Beach
7 days a week. Download the
app to ride.



TPA GOVERNING BOARD MEMBERS

CHAIR

Robert S. Weinroth, Mayor
Palm Beach County – District 4

Steve B. Wilson, Mayor
City of Belle Glade
Alternate: Michael C. Martin, Commissioner

Yvette Drucker, Council Member
City of Boca Raton

Andy Thomson, Council Member
City of Boca Raton

Boca Raton Alternates:
Scott Singer, Mayor
Andrea Levine O'Rourke, Deputy Mayor
Monica Mayotte, Council Member

Steven B. Grant, Mayor
City of Boynton Beach
Alternate: Ty Penserga, Commissioner

Shelly Petrolia, Mayor
City of Delray Beach
Alternate: Juli Casale, Commissioner

Joel Flores, Mayor
City of Greenacres
Alternate: Jonathan Pearce, Councilmember

Jim Kuretski, Council Member
Town of Jupiter

Christopher McVoy, Commissioner
City of Lake Worth Beach
Alternate: Sarah Malega, Commissioner

Joni Brinkman, Council Member
Village of Palm Springs
Alternate: Doug Gunther, Mayor Pro Tem

Katherine Waldron, Commissioner
Port of Palm Beach

VICE CHAIR

Chelsea S. Reed, Vice Mayor
City of Palm Beach Gardens
Alternate: Marcie Tinsley, Councilmember

Melissa McKinlay, Commissioner
Palm Beach County – District 6

Maria Marino, Commissioner
Palm Beach County – District 1

Maria Sachs, Commissioner
Palm Beach County – District 5

Gregg K. Weiss, Vice Mayor
Palm Beach County – District 2

Palm Beach County Alternates:
Mack Bernard, Commissioner
Dave Kerner, Commissioner

Shirley Lanier, Councilwoman
City of Riviera Beach
Alternate: Tradrick McCoy, Councilman

Fred Pinto, Mayor
Village of Royal Palm Beach
Alternate: Jeff Hmara, Councilman

Michael J. Napoleone, Councilman
Village of Wellington
Alternate: John T. McGovern, Councilman

Christina Lambert, Commissioner
City of West Palm Beach

Joseph A. Peduzzi, Commissioner
City of West Palm Beach

West Palm Beach Alternates:
Christy Fox, Commissioner
Kelly Shoaf, Commissioner

Gerry O'Reilly, District 4 Secretary
Florida Department of Transportation
Non-Voting Advisory Member

NOTICE

This is a meeting of the Palm Beach MPO doing business as the Palm Beach Transportation Planning Agency.

In accordance with Section 286.0105, *Florida Statutes*, if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, 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 a printed copy of the agenda package, require special accommodations under the Americans with Disabilities Act or require translation services for a meeting (free of charge) must call 561-725-0800 or send email to Info@PalmBeachTPA.org at least five business days in advance. Hearing impaired individuals are requested to telephone the Florida Relay System at #711.



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

October 21, 2021

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

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

1. REGULAR ITEMS

1.A. Call to Order, Invocation, and Pledge of Allegiance

CHAIR PINTO called the meeting to order at 9:06 a.m. and Council Member Thomson gave the invocation.

1.B. Roll Call

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

Member	Attendance	Member	Attendance	Member	Attendance
Wilson	A	McVoy	P	Weiss	A
Drucker	P	Brinkman	P	Lawson	A
Thomson	P	Waldron	A	Napoleone	P
Grant	A	Reed	P	Lambert	P
Petrolia	A	McKinlay	P	Peduzzi	A
Flores	A	Marino	P	Weinroth	P
Kuretski	A	Bernard (Alt for Sachs)	P	Pinto	P

P = Present A = Absent

1.C. Modifications to the Agenda

The Recording Secretary stated that Mayor Flores requested permission to participate remotely as he was needed at home as a caretaker.

There were no objections to allowing Mayor Flores to participate virtually.

1.D. General Public Comments

There were no general public comments received.

Commissioner Gregg Weiss joined the meeting in-person.

1.E. Special Presentations – Brightline Update & Rail Safety Pledge

BEN PORRITT, Brightline representative, provided a PowerPoint presentation, which can be viewed at PalmBeachTPA.org/Board. Ben reviewed Brightline updates to the full system, November relaunch, Phase 2 construction, and future projects. Ben also highlighted Brightline's rail safety initiatives and the Board members signed the Rail Safety Pledge. Following the presentation, the Board members posed for a photo with their signed pledges.

A brief discussion ensued on the Boca Raton station status, door to door service details, and future stops north of Palm Beach County.

Mayor Steven Grant joined the meeting in-person.

1.F. Comments from the Chair and Member Comments

MAYOR PINTO welcomed members to the meeting and noted there was a lot to accomplish in the coming months.

COMMISSIONER WEISS inquired on the project manager for the Dixie Highway project between Claremore Drive and Belvedere Road. He also noted businesses have greater flexibility in start times to offset traffic volumes.

NICK UHREN noted the project is most likely a utility project and staff would look into it and would report back to the Board.

COMMISSIONER LAMBERT inquired on the same project as Commissioner Weiss and expressed support to adjusting the Board meeting start time. She noted the City of West Palm Beach is being innovative with new businesses that are adopting alternative start and end hours.

MAYOR GRANT noted a crash along Seacrest Boulevard and concerns with streetlighting and delays in having them replaced timely manner.

COMMISSIONER MCKINLAY thanked the partners at the Florida Department of Transportation (FDOT) for the workshops hosted in South Bay. She noted Mayor Wilson was out due to family deaths.

1.G. Executive Director's Report

NICK UHREN reviewed the Executive Director's Report that can be viewed at PalmBeachTPA.org/Board.

There were no public comments on this item.

COMMISSIONER WEISS noted there needs to be further discussion on utilizing technology to move people and vehicles.

1.H. APPROVED: Consent Agenda Items

1. Meeting Minutes for July 15, 2021
2. ~~Modification of Section 2.4.A, Holidays, of the TPA's Personnel Handbook to recognize Rosh Hashanah and Yom Kippur as paid holidays.~~
3. Approval of an agreement with Johnson Controls Security Solutions LLC (JCSS) for the installation of a building access security system in the amount of \$46,750.00 The purchase is included in the TPA's FY 22 budget, is pre-approved by the Federal Highway Administration (FHWA), and is procured from a General Services Administration (GSA) schedule.
4. Appointments to TPA Advisory Committees through October 2024
 - a. Jim Knight as a Citizen's Advisory Committee (CAC) Member as nominated by Commissioner Weinroth.
 - b. Jerome Hill as Representative and Marielisa Amador as Alternate for the Agency for Health Care Administration on the Transportation Disadvantaged Local Coordinating Board (TD LCB).
 - c. James Bonfiglio as Representative for the Elderly on the TD LCB.
 - d. Jodie Boisvert as Representative for Palm Beach County Community Action on the TD LCB.

- e. Jacey Biery as the Representative and Sally Channon as the Alternate for Palm Beach County Environmental Resources Management on the Bicycle-Trailways-Pedestrian Advisory Committee (BTPAC).
- 5. Appointment renewals to TPA Advisory Committees through October 2024
 - a. Chang-Jen Lan as Alternate for the Town of Jupiter on the Technical Advisory Committee (TAC).
 - b. Christopher Marsh as Representative and Bradford O'Brien as Alternate for the Village of Royal Palm Beach on the TAC.
 - c. Melissa Ackert as Alternate for Palm Beach County Engineering on the TAC.
 - d. Fadi Nassar as Representative for Palm Beach County Engineering on the BTPAC.

VICE MAYOR WEINROTH pulled Item 1.H.2 for further discussion.

There were no public comments or Board member comments received on this item.

MOTION to Approve the Consent Agenda Items less 1.H.2 made by Vice Mayor Weinroth, seconded by Commissioner Weiss, and carried unanimously 15-0 as depicted in the table below.

Member	Vote	Member	Vote	Member	Vote
Wilson	A	McVoy	Y	Weiss	Y
Drucker	Y	Brinkman	Y	Lawson	A
Thomson	Y	Waldron	A	Napoleone	Y
Grant	Y	Reed	Y	Lambert	Y
Petrolia	A	McKinlay	Y	Peduzzi	A
Flores	Y	Marino	Y	Weinroth	Y
Kuretski	A	Bernard (Alt for Sachs)	Y	Pinto	Y

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

1.H.2. TABLED: Modification of Section 2.4.A, Holidays, of the TPA's Personnel Handbook to recognize Rosh Hashanah and Yom Kippur as paid holidays

MAYOR WEINROTH thanked Nick for cancelling the September meeting to recognize the Jewish holiday. He emphasized the need to avoid meetings on religious holidays and there is need for discussion on which holidays the TPA should include in their compliment. He suggested for two floating holidays to be more inclusive of all staff's religious needs.

A member discussion ensued on meetings held on religious holidays that are not formally recognized, and potential for floating holidays and the policy for implementing.

The Board directed staff to review this item and bring it back to the Board for further discussion on whether to establish the requested holidays or two floating holidays, and the implications for both options.

MOTION to Table to a future meeting to allow staff to research the matter more made by Commissioner McKinlay, seconded by Vice Mayor Weinroth, and carried unanimously 15-0 as depicted in the table below.

Member	Vote	Member	Vote	Member	Vote
Wilson	A	McVoy	Y	Weiss	Y
Drucker	Y	Brinkman	Y	Lawson	A
Thomson	Y	Waldron	A	Napoleone	Y
Grant	Y	Reed	Y	Lambert	Y
Petrolia	A	McKinlay	Y	Peduzzi	A
Flores	Y	Marino	Y	Weinroth	Y
Kuretski	A	Bernard (Alt for Sachs)	Y	Pinto	Y

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

2. ACTION ITEMS

2.A. **ADOPTED:** a Resolution approving amendments to Section 2.2 of the TPA's Operating Procedures to establish an Executive Committee of the Governing Board

NICK UHREN stated this amendment of the TPA's Operating Procedures would establish an Executive Committee of the Governing Board comprised of the Chair, the Vice Chair, and three at-large representatives of the TPA Governing Board, with a constraint that no more than two of the Executive Committee members may be County Commissioners. These five officers collectively will meet annually to review and recommend updates to the TPA's Strategic Plan for consideration by the Governing Board, and meet as necessary to review and recommend content related to other TPA initiatives (e.g. the 561 Mobility Plan, the Vision Zero Action Plan, transportation surtax funding strategies, etc.) for consideration by the Governing Board.

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

MOTION to Adopt a Resolution approving amendments to Section 2.2 of the TPA's Operating Procedures to establish an Executive Committee of the Governing Board made by Vice Mayor Weinroth, seconded by Councilman Napoleone, and carried unanimously 15-0 as depicted in the table below.

Member	Vote	Member	Vote	Member	Vote
Wilson	A	McVoy	Y	Weiss	Y
Drucker	Y	Brinkman	Y	Lawson	A
Thomson	Y	Waldron	A	Napoleone	Y
Grant	Y	Reed	Y	Lambert	Y
Petrolia	A	McKinlay	Y	Peduzzi	A
Flores	Y	Marino	Y	Weinroth	Y
Kuretski	A	Bernard (Alt for Sachs)	Y	Pinto	Y

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

2.B. **ADOPTED:** a Resolution approving Amendment #1 to the TPA's Fiscal Year (FY) 22-26 Transportation Improvement Program (TIP)

JASON PRICE presented a PowerPoint presentation, which can be viewed at PalmBeachTPA.org/Board. He stated the TIP is the five-year funding program for transportation projects in Palm Beach County. The Florida Department of Transportation (FDOT) has requested approval of an amendment to the FY 22-26 TIP to include the FY 21 Roll Forward projects and a modification to an existing sidewalk project in the Northmore neighborhood of West Palm Beach. The roll forward projects were funded in FY 21 but not encumbered as programmed so the remaining funds are being rolled forward into FY 22. The sidewalk project is increasing length to include construction of small gaps and ADA crosswalks on two omitted roadways.

Mayor Shelly Petrolia joined the meeting in-person.

There were no public comments on this item.

A member discussion ensued on the sidewalks prioritization and resolution language related to the amendment not affecting or readopting any other provisions of the TIP.

COMMISSIONER LAMBERT noted that her vote was in support of the projects presented and not of the State Road (SR) 7 projects.

MOTION to Adopt a Resolution approving Amendment #1 to the TPA's FY 22-26 TIP made by Vice Mayor Weinroth and seconded by Vice Mayor Reed. A roll call vote was taken and carried unanimously 16-0 as depicted in the table below.

Member	Vote	Member	Vote	Member	Vote
Wilson	A	McVoy	Y	Weiss	Y
Drucker	Y	Brinkman	Y	Lawson	A
Thomson	Y	Waldron	A	Napoleone	Y
Grant	Y	Reed	Y	Lambert	Y
Petrolia	Y	McKinlay	Y	Peduzzi	A
Flores	Y	Marino	Y	Weinroth	Y
Kuretski	A	Bernard (Alt for Sachs)	Y	Pinto	Y

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

2.C. **APPROVED: the TPA's 2021 Vision Zero Action Plan**

JESSICA JOSSELYN, TPA Consultant from Kittelson and Associates, presented a PowerPoint presentation, which can be viewed at [PalmBeachTPA.org/Board](https://palmbeachtpa.org/Board). Jessica noted the TPA Board adopted a Vision Zero Action Plan in February 2019 to identify specific actions that would allow progress toward the aspirational target of zero traffic-related fatalities and serious injuries on our roadway system. Additionally, Action 2.A of the TPA's FY 22 Strategic Plan directs TPA staff to "implement and update the Vision Zero Action Plan." Jessica reviewed the draft 2021 Vision Zero Action Plan that refines and focuses actions based on updated data and analysis.

There were no public comments on this item.

A member discussion ensued on the aspirational goal of "vision zero" and the preference for "target zero", example of Timothy Baxter's night crossing along Seacrest Boulevard, Palm Beach County wanting to pilot new technology in Boynton Beach, concerns with cars becoming frustrated with the prioritization of pedestrians and cyclists, value of the quarterly crash reports, the need for change to happen even if it's slow, encouraging cities to adopt Vision Zero, and enforcement and higher penalties for distracted driving.

COMMISSIONER MCVOY requested staff to bring a resolution during the December meeting as a statement to support stronger enforcement.

MOTION to Approve the TPA's 2021 Vision Zero Action Plan made by Vice Mayor Weinroth, seconded by Mayor Grant, and carried unanimously 16-0 as depicted in the table below.

Member	Vote	Member	Vote	Member	Vote
Wilson	A	McVoy	Y	Weiss	Y
Drucker	Y	Brinkman	Y	Lawson	A
Thomson	Y	Waldron	A	Napoleone	Y
Grant	Y	Reed	Y	Lambert	Y
Petrolia	Y	McKinlay	Y	Peduzzi	A
Flores	Y	Marino	Y	Weinroth	Y
Kuretski	A	Bernard (Alt for Sachs)	Y	Pinto	Y

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

2.D. APPROVED: the 2022 Program Policies for Funding Applications to the TPA

CONOR CAMPOBASSO, TPA Long Range Transportation Plan (LRTP) Coordinator, presented a PowerPoint presentation, which can be viewed at PalmBeachTPA.org/Board. Conor reviewed the draft policies and scoring systems proposed to be used for each program in 2022. Conor noted the TPA administers the State Road Modifications (SRM) Program that was created in the 2045 LRTP to advance safety, complete streets, transit and other modifications to state roadways that advance the TPA's vision, goals and objectives. The TPA also administers the Local Initiatives (LI) Program, which is an annual, competitive program to advance safety, complete streets, and other local initiatives on county and city roadways that advance the TPA's vision. And lastly, the Transportation Alternatives (TA) Program, which is an annual, competitive program to fund safe and connected infrastructure for non-motorized users. Conor noted the application window would open following adoption by the Board.

Commissioner Mack Bernard left the meeting.

There were no public comments on this item.

A member discussion ensued on the traditionally underserved index and how the data was presented, and shared use path definition. Board members requested staff to provide a comparison of the changes for better understanding of the data, and if possible, have a map explaining the information.

MOTION to Approve the 2022 Program Policies for Funding Applications to the TPA made by Vice Mayor Weinroth, seconded by Mayor Grant, and carried unanimously 15-0 as depicted in the table below.

Member	Vote	Member	Vote	Member	Vote
Wilson	A	McVoy	Y	Weiss	Y
Drucker	Y	Brinkman	Y	Lawson	A
Thomson	Y	Waldron	A	Napoleone	Y
Grant	Y	Reed	Y	Lambert	Y
Petrolia	Y	McKinlay	Y	Peduzzi	A
Flores	Y	Marino	Y	Weinroth	Y
Kuretski	A	Bernard (Alt for Sachs)	A	Pinto	Y

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

2.D. DISCUSSED: a Resolution requesting timely submittal of FDOT's Draft Tentative Work Program to the TPA

ANDREW UHLIR, TPA Deputy Director of Program Development, presented a PowerPoint presentation, which can be viewed at PalmBeachTPA.org/Board. Andrew noted FDOT Turnpike staff provided their draft work program on September 29 and FDOT District 4 staff provided their draft work program on October 11. Because of this, the TPA committees were not given opportunity to review these documents and the time allotted for public review was significantly compressed. Andrew stated the resolution provided requests timely submittal of future draft work programs to the TPA to facilitate review.

GERRY O'REILLY, FDOT District 4 Secretary, presented a PowerPoint presentation, which can be viewed at PalmBeachTPA.org/Board. Gerry reviewed FDOT's emphasis on safety through their Strategic Highway Safety Plan, the accomplishments that occurred in District 4, and an overview of the draft tentative work program. He noted the delay in providing the work program is due to the January legislative session is on even years and state agencies must prepare the budgets with revenue agencies not moving their deadlines from September 1. He noted 26 other MPOs moved their committee and board meetings without issue.

Council Member Yvette Drucker, Commissioner Christina Lambert, Council Member Andy Thomson, and Councilman Michael Napoleone left the meeting. Due to these members leaving, there was a loss of in-person quorum and no action could be taken on this item. The rest of the meeting took place as

discussion only.

A member discussion ensued on landscaping funding, Lake Worth Beach projects, need for public education of speed limit changes on SR 7, an SR 7 extension project update, traffic along Northlake Boulevard and impacts with the Avenir buildout, and the concerns with the loss of quorum.

VICE MAYOR WEINROTH noted he was opposed to the resolution language as it is not helpful for collaboration and staff will need to work on improving the timeline instead.

Commissioner Gregg Weiss and Mayor Shelly Petrolia left the meeting.

3. INFORMATION ITEMS

3.A. DEFERRED: Update to Florida Design Manual (FDM) to implement Target Speeds

Due to time constraints this item was deferred to a future meeting.

3.B. DEFERRED: Strategic Intermodal System (SIS) Policy Plan Update

Due to time constraints this item was deferred to a future meeting.

3.C. DEFERRED: Pedestrian & Bicycle Quarterly Fatal Crash Analysis

Due to time constraints this item was deferred to a future meeting.

3.D. Partner Agency Updates

There were no partner agency updates received.

4. ADMINISTRATIVE ITEMS

4.A.1. Correspondence - Letter from the Town of Juno Beach thanking TPA staff for the Walk Bike Safety Audit completed

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

4.B.1. Routine TPA Reports – FY 21 Quarter 4 TPA Fiscal and Travel Report

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

4.B.2. Routine TPA Reports – Public Involvement Activity Reports – July to September 2021

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

4.B.3. Routine TPA Reports – FDOT Scheduling Report – July 2021

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

4.C. Next Meeting – December 16, 2021 (No November meeting)

4.D. Adjournment

There being no further business, the Chair declared the meeting adjourned at 11:46 a.m.

This signature is to attest that the undersigned is the Chair, or a designated nominee, of the TPA Governing Board and that the information provided herein is the true and correct Minutes for the October 21, 2021, meeting of the Board, dated this 17th day of February 2022.

Chair Robert S. Weinroth

EXHIBIT A
Transportation Planning Agency Governing Board
Attendance Record

Representative Alternate(s) Local Government	Nov '20	Dec '20	Jan '21	Feb '21	Mar '21	Apr '21	May '21	Jun '21	Jul '21	Aug '21	Sep '21	Oct '21
Fred Pinto, Mayor – CHAIR Jeff Hmara, Councilman Village of Royal Palm Beach	NO MEETING HELD – SCHEDULED BREAK	P	P	P	P	ALT	P	P	P	NO MEETING HELD – SCHEDULED BREAK	MEETING CANCELLED	P
Robert Weinroth, Vice Mayor – VICE CHAIR Palm Beach County		P	P	P	P	P	P	P	P			P
Steve B. Wilson, Mayor City of Belle Glade		E	P	E	P	E	P	P	P			E
Yvette Drucker, Councilmember Scott Singer, Mayor City of Boca Raton		P	P	P	ALT	***P	P	ALT	E			P
Andy Thomson, Council Member City of Boca Raton		P	P	P	P	P	P	P	P			P
Steven B. Grant, Mayor City of Boynton Beach		P	P	P	P	P	P	P	P			P
Shelly Petrolia, Mayor Juli Casale, Commissioner City of Delray Beach		P	P	P	P	P	P	ALT	P			P
Joel Flores, Mayor Jonathan Pearce, Councilmember City of Greenacres		P	P	P	ALT	P	P	P	A			P
Jim Kuretski, Council Member Town of Jupiter		P	P	P	P	P	P	P	P			E
Christopher McVoy City of Lake Worth Beach		E	P	P	E	***P	P	P	P			P
Joni Brinkman, Council Member Doug Gunther, Council Member Village of Palm Springs		P	ALT	P	E	P	P	P	P			P
Katherine Waldron, Commissioner Port of Palm Beach		A	***E	P	P	P	A	P	P			E
Chelsea Reed, Vice Mayor Marcie Tinsley, Councilmember City of Palm Beach Gardens		***P	P	P	P	P	P	ALT	P			P
Melissa McKinlay, Commissioner Mack Bernard, Commissioner Palm Beach County		ALT	P	P	E	ALT	P	P	E			P
Maria Marino, Commissioner Palm Beach County		***P	P	P	P	P	P	P	P			P
Maria Sachs, Commissioner Dave Kerner, Mayor & Mack Bernard, Commissioner Palm Beach County		***A	ALT	P	ALT	P	P	P	P			ALT
Gregg Weiss, Commissioner Mack Bernard, Commissioner Palm Beach County		P	P	P	P	P	P	P	ALT			P

*** New Appointment

P - Representative Present

ALT- Alternate Present

E - Excused

A - Absent

EXHIBIT A (cont'd)

Representative Alternate(s) Local Government	Nov '20	Dec '20	Jan '21	Feb '21	Mar '21	Apr '21	May '21	Jun '21	Jul '21	Aug '21	Sep '21	Oct '21
Douglas Lawson, Councilperson Tradrick McCoy, Councilperson City of Riviera Beach	NO MEETING HELD - SCHEDULED BREAK	ALT	A	P	A	A	A	E	P	NO MEETING HELD - SCHEDULED BREAK	MEETING CANCELLED	A
Michael Napoleone, Councilman Village of Wellington		P	P	P	P	P	P	P	P			P
Christina Lambert, Commissioner Kelly Shoaf, Commissioner City of West Palm Beach		ALT	E	A	ALT	ALT	***P	ALT	P			P
Joseph Peduzzi, Commissioner City of West Palm Beach		P	P	A	P	P	A	A	P			A

*** New Appointment

P - Representative Present

ALT- Alternate Present

E - Excused

A - Absent

OTHERS PRESENT

Kurt Lehmann
 Thuha Nguyen
 Xavier Falconi
 Sabrina Aubery
 Christine Fasiska
 Dewayne Carver
 Katie Kehres
 John Krane
 Mark J. Madgar
 Gerry O'Reilly
 Jessica Rubio
 Marsha Taylor
 John Scarlatos
 Victoria Williams
 Gionni Gallier
 Todd Bonlarron
 David Wiloch
 Conor Campobasso
 Alyssa Frank
 Grég Gabriel
 Melissa Murray
 Kelsey Peterson
 Margarita Pierce
 Cassidy Sparks
 Andrew Uhler
 Nick Uhren
 Stewart Robertson
 Jessica Josselyn
 Paul Gougelman
 Clinton Forbes
 Levi McCollum
 Jim Knight

REPRESENTING

Camsys
 City of Westlake
 City of West Palm Beach
 FDOT
 FDOT
 FDOT
 FDOT
 FDOT
 FDOT
 FDOT
 FDOT
 FDOT - SCALAR
 Florida's Turnpike Enterprise
 SBA Site
 Palm Beach County Administration
 Palm Beach County Planning
 Palm Beach TPA
 Palm Beach TPA
 Palm Beach TPA
 Palm Beach TPA
 Palm Beach TPA
 Palm Beach TPA
 Palm Beach TPA
 Palm Beach TPA
 Palm Beach TPA
 Palm Beach TPA – Kimley-Horn & Associates
 Palm Beach TPA – Kittelson and Associates
 Palm Beach TPA – Weiss Serota et al.
 Palm Tran
 Palm Tran
 Self

EXHIBIT A (cont'd)

OTHERS PRESENT

Juan Ortega
Vicki Gatanis
Nicole Dritz
Councilman Jeff Hmara
Caroline Coles

REPRESENTING

Self
SFRTA
Town of Lantana
Village of Royal Palm Beach
WPTV

DRAFT



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

November 18, 2021

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

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

1. REGULAR ITEMS

1.A. Call to Order, Invocation, and Pledge of Allegiance

CHAIR PINTO called the meeting to order at 9:33 a.m. and Mayor Steve Wilson led the invocation.

1.B. Roll Call

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

Member	Attendance	Member	Attendance	Member	Attendance
Wilson	P	McVoy	P	Weiss	A
Drucker	P	Brinkman	P	Lanier	P
Thomson	P	Waldron	P	Napoleone	A
Grant	A	Reed	P	Lambert	P
Petrolia	P	Kerner (Alt for McKinlay)	P	Peduzzi	P
Flores	P	Marino	A	Weinroth	P
Kuretski	P	Sachs	P	Pinto	P

P = Present A = Absent

1.C. Modifications to the Agenda

The Recording Secretary stated the following members requested permission to participate remotely: County Vice Mayor Weiss and County Commissioner Marino were attending the Florida Association of Counties conference in Tallahassee, and Councilman Michael Napoleone was feeling under the weather.

There were no objections to their virtual participation and the members were permitted to join the meeting.

The Recording Secretary also noted TPA and Florida Department of Transportation (FDOT) staff were requesting addition of a resolution acknowledging the cooperative process to develop the draft Fiscal Year (FY) 23-27 Work Program and endorsing the Draft Program.

MOTION to Modify the Agenda as requested made by Mayor Weinroth, seconded by Council Member Brinkman, and carried unanimously 20-0 as depicted in the table below.

Member	Vote	Member	Vote	Member	Vote
Wilson	Y	McVoy	Y	Weiss	Y
Drucker	Y	Brinkman	Y	Lanier	Y
Thomson	Y	Waldron	Y	Napoleone	Y
Grant	A	Reed	Y	Lambert	Y
Petrolia	Y	Kerner (Alt for McKinlay)	Y	Peduzzi	Y
Flores	Y	Marino	Y	Weinroth	Y
Kuretski	Y	Sachs	Y	Pinto	Y

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

1.D. General Public Comments

There were no general public comments received.

Mayor Steven Grant joined the meeting in-person.

2. ACTION ITEMS

2.A. **ADOPTED:** a Resolution approving amendments to Section 2 of the TPA Operating Procedures

NICK UHREN, TPA Executive Director, reviewed the following amendments to the TPA Operating Procedures, as shown in strikethrough and underline in the provided agenda.

1. Amends Section 2.2-B to allow officer elections to occur and terms to commence early if desired by the TPA Governing Board,
2. Amends Section 2.2-D to terminate existing officer terms upon their successors taking office, and
3. Amends Section 2.2-F to include facilitating the process of hiring a new Executive Director and other tasks assigned by the Governing Board as duties of the Executive Committee.

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

MOTION to Modify the Agenda made by Mayor Grant, seconded by Mayor Weinroth, and carried unanimously 21-0 as depicted in the table below.

Member	Vote	Member	Vote	Member	Vote
Wilson	Y	McVoy	Y	Weiss	Y
Drucker	Y	Brinkman	Y	Lanier	Y
Thomson	Y	Waldron	Y	Napoleone	Y
Grant	Y	Reed	Y	Lambert	Y
Petrolia	Y	Kerner (Alt for McKinlay)	Y	Peduzzi	Y
Flores	Y	Marino	Y	Weinroth	Y
Kuretski	Y	Sachs	Y	Pinto	Y

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

2.B. **ADOPTED:** a Resolution approving early elections for 2022 officers, establishing individuals who will serve as the 2022 officers, and commencing the terms of the 2022 officers on November 19, 2021

CHAIR PINTO noted this item would affirm the Board's desire to elect the 2022 officers during the meeting, it would specify the five (5) representatives to serve as officers, and it would confirm the terms would be effective on November 19, 2021.

There were no public comments on this item.

Nomination for Mayor Weinroth to serve as Chair made by Mayor Grant.

MOTION to ratify Mayor Weinroth as the Chair made by Commissioner Lambert, seconded by Councilman Napoleone, and carried unanimously 21-0 as depicted in the table below.

Member	Vote	Member	Vote	Member	Vote
Wilson	Y	McVoy	Y	Weiss	Y
Drucker	Y	Brinkman	Y	Lanier	Y
Thomson	Y	Waldron	Y	Napoleone	Y
Grant	Y	Reed	Y	Lambert	Y
Petrolia	Y	Kerner (Alt for McKinlay)	Y	Peduzzi	Y
Flores	Y	Marino	Y	Weinroth	Y
Kuretski	Y	Sachs	Y	Pinto	Y

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

Nomination for Vice Mayor Reed to serve as Vice Chair made by Mayor Grant.

Nomination for Commissioner Marino to serve as Vice Chair made by Mayor Weinroth.

A roll call vote was taken and carried 11-10 for Vice Mayor Reed to serve as Vice Chair as depicted in the table below.

Member	Vote	Member	Vote	Member	Vote
Wilson	Marino	McVoy	Reed	Weiss	Marino
Drucker	Reed	Brinkman	Reed	Lanier	Marino
Thomson	Reed	Waldron	Marino	Napoleone	Reed
Grant	Reed	Reed	Marino	Lambert	Reed
Petrolia	Reed	Kerner (Alt for McKinlay)	Marino	Peduzzi	Reed
Flores	Reed	Marino	Marino	Weinroth	Marino
Kuretski	Marino	Sachs	Marino	Pinto	Reed

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

Self-nominations for At-Large Representatives included Commissioner Marino, Mayor Flores, Mayor Pinto, and Councilman Napoleone.

A member discussion ensued on the nomination process and how to select members to serve.

Mayor Pinto withdrew his self-nomination to serve as an At-Large Representative.

MOTION to ratify Commissioner Marino, Mayor Flores, and Councilman Napoleone to serve as the At-Large Representatives made by Commissioner Kerner, seconded by Mayor Weinroth, and carried unanimously 21-0 as depicted in the table below.

Member	Vote	Member	Vote	Member	Vote
Wilson	Y	McVoy	Y	Weiss	Y
Drucker	Y	Brinkman	Y	Lanier	Y
Thomson	Y	Waldron	Y	Napoleone	Y
Grant	Y	Reed	Y	Lambert	Y
Petrolia	Y	Kerner (Alt for McKinlay)	Y	Peduzzi	Y
Flores	Y	Marino	Y	Weinroth	Y
Kuretski	Y	Sachs	Y	Pinto	Y

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

MOTION to adopt a Resolution approving early elections for 2022 officers, establishing individuals who will serve as the 2022 officers, and commencing the terms of the 2022 officers on November 19, 2021, made by Mayor Weinroth, seconded by Vice Mayor Weiss, and carried unanimously 21-0 as depicted in the table below.

Member	Vote	Member	Vote	Member	Vote
Wilson	Y	McVoy	Y	Weiss	Y
Drucker	Y	Brinkman	Y	Lanier	Y
Thomson	Y	Waldron	Y	Napoleone	Y
Grant	Y	Reed	Y	Lambert	Y
Petrolia	Y	Kerner (Alt for McKinlay)	Y	Peduzzi	Y
Flores	Y	Marino	Y	Weinroth	Y
Kuretski	Y	Sachs	Y	Pinto	Y

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

2.C. ADOPTED: a Resolution acknowledging the cooperative process to develop the draft FY 23-27 Work Program and Endorsing the Draft Program

There was no discussion or public comment on this item.

MOTION to Adopt a Resolution acknowledging the cooperative process to develop the draft FY 23-27 Work Program and Endorsing the Draft Program the Agenda made by Mayor Grant, seconded by Mayor Petrolia, and carried unanimously 21-0 as depicted in the table below.

Member	Vote	Member	Vote	Member	Vote
Wilson	Y	McVoy	Y	Weiss	Y
Drucker	Y	Brinkman	Y	Lanier	Y
Thomson	Y	Waldron	Y	Napoleone	Y
Grant	Y	Reed	Y	Lambert	Y
Petrolia	Y	Kerner (Alt for McKinlay)	Y	Peduzzi	Y
Flores	Y	Marino	Y	Weinroth	Y
Kuretski	Y	Sachs	Y	Pinto	Y

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

2.D. TABLED: Motion to Approve execution by the Chair on behalf of the TPA of a contract with a recruitment firm to administer the process to recommend a new Executive Director

NICK UHREN provided a PowerPoint presentation, which can be viewed at PalmBeachTPA.org/Board. He stated due to his resignation effective at close of business on January 28, 2022, staff requested that the Board approve chair execution of a contract with one of the recruitment firms listed in the agenda packet to administer the process to recommend a new Executive Director. Nick noted this purchase is not subject to the TPA's competitive purchasing process pursuant to Section 4.A of the TPA's Procurement Policy.

There were no public comments on this item.

VICE MAYOR WEISS expressed his support of selecting Slavin Management Consultants as they have the largest recruitments akin to Palm Beach County populated areas.

MOTION to Approve execution by the Chair on behalf of the TPA of a contract with Slavin Management Consultants to administer the process to recommend a new Executive Director made by Vice Mayor Weiss.

SUBSTITUTE MOTION to Postpone the hiring of a national search firm for 90 days and rehire Valerie Neilson as Deputy Director of Multimodal Development and act as Interim Executive Director made by Mayor Weinroth and seconded by Vice Mayor Reed.

MAYOR WEINROTH provided background of Valerie, who previously served as the TPA's Deputy Director of Multimodal Development. He noted she has since returned to Palm Beach County and works for the City of West Palm Beach. He noted in their discussions, Valerie has expressed a desire to return to the TPA and would be willing to serve as the Interim Executive Director.

A member discussion ensued on the recruitment firm process, clarification on the motion made by Mayor Weinroth, and an offer for Nick to take a 90-day leave of absence.

PAUL GOUGELMAN, TPA General Counsel, clarified that the Board can offer the position of Interim Executive Director but not reinstate an employee as that responsibility is delegated to the Executive Director per their employment contract.

AMENDED SUBSTITUTE MOTION to Postpone the hiring of a national search firm for 90 days and hire Valerie Neilson as Interim Executive Director made by Mayor Weinroth and seconded by Vice Mayor Reed.

VICE MAYOR WEISS withdrew his original motion.

Further member discussion ensued on the motion, the TPA's transition plan, Nick's contract language related to his resignation, the Deputy Director of Multimodal Development vacancy, reasoning for Valerie's non-rehire, potential recruitment firms, and TPA staff concerns.

MAYOR WEINROTH explained his position on why he wanted to terminate Nick's contract early and move forward with Valerie as the Interim Executive Director. He noted he would amend his motion to remove the 90-day restriction to allow for more time for the Executive Committee to evaluate the timeline.

MOTION to Postpone the hiring of a national search firm and hire Valerie Neilson as Interim Executive Director made by Mayor Weinroth and seconded by Vice Mayor Reed.

Further member discussion ensued on the motion made and Board member concerns.

SUBSTITUTE MOTION to Continue Discussion of the Interim Director to the December 16, 2021 meeting made by Council Member Thomson and seconded by Mayor Petrolia. A roll call vote was taken and carried 16-5 as depicted in the table below.

Member	Vote	Member	Vote	Member	Vote
Wilson	Y	McVoy	Y	Weiss	N
Drucker	Y	Brinkman	Y	Lanier	Y
Thomson	Y	Waldron	Y	Napoleone	Y
Grant	N	Reed	N	Lambert	Y
Petrolia	Y	Kerner (Alt for McKinlay)	N	Peduzzi	Y
Flores	Y	Marino	Y	Weinroth	N
Kuretski	Y	Sachs	Y	Pinto	Y

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

MOTION to Approve execution by the Chair on behalf of the TPA of a contract with Slavin Management Consultants to administer the process to recommend a new Executive Director made by Mayor Flores and seconded by Vice Mayor Weiss.

SUBSTITUTE MOTION to Direct the Executive Committee to evaluate the recruitment firms and potential interim directors made by Councilman Napoleone and seconded by Commissioner Waldron. A roll call vote was taken and carried unanimously 21-0 as depicted in the table below.

Member	Vote	Member	Vote	Member	Vote
Wilson	Y	McVoy	Y	Weiss	Y
Drucker	Y	Brinkman	Y	Lanier	Y
Thomson	Y	Waldron	Y	Napoleone	Y
Grant	Y	Reed	Y	Lambert	Y
Petrolia	Y	Kerner (Alt for McKinlay)	Y	Peduzzi	Y
Flores	Y	Marino	Y	Weinroth	Y
Kuretski	Y	Sachs	Y	Pinto	Y

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

Valerie Neilson provided a public comment on her interest in returning to the TPA and serving Palm Beach County.

MARGARITA PIERCE, TPA Executive Administrator, reassured the Board that the TPA had a capable and competent staff that would continue to move forward during this time.

3. INFORMATION ITEMS

There were no information items on this agenda.

4. ADMINISTRATIVE ITEMS

4.A. Next Meeting – December 16, 2021

4.B. Adjournment

There being no further business, the Chair declared the meeting adjourned at 11:31 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 November 18, 2021, meeting of the Board, dated this 17th day of February 2022.

Chair Robert S. Weinroth

EXHIBIT A
Transportation Planning Agency Governing Board
Attendance Record

Representative Alternate(s) Local Government	Dec '20	Jan '21	Feb '21	Mar '21	Apr '21	May '21	Jun '21	Jul '21	Aug '21	Sep '21	Oct '21	Nov '21
Fred Pinto, Mayor – CHAIR Jeff Hmara, Councilman Village of Royal Palm Beach	P	P	P	P	ALT	P	P	P	NO MEETING HELD – SCHEDULED BREAK	MEETING CANCELLED	P	P
Robert Weinroth, Mayor – VICE CHAIR Palm Beach County	P	P	P	P	P	P	P	P			P	P
Steve B. Wilson, Mayor City of Belle Glade	E	P	E	P	E	P	P	P			E	P
Yvette Drucker, Councilmember Scott Singer, Mayor City of Boca Raton	P	P	P	ALT	***P	P	ALT	E			P	P
Andy Thomson, Council Member City of Boca Raton	P	P	P	P	P	P	P	P			P	P
Steven B. Grant, Mayor City of Boynton Beach	P	P	P	P	P	P	P	P			P	P
Shelly Petrolia, Mayor Juli Casale, Commissioner City of Delray Beach	P	P	P	P	P	P	ALT	P			P	P
Joel Flores, Mayor Jonathan Pearce, Councilmember City of Greenacres	P	P	P	ALT	P	P	P	A			P	P
Jim Kuretski, Council Member Town of Jupiter	P	P	P	P	P	P	P	P			E	P
Christopher McVoy City of Lake Worth Beach	E	P	P	E	***P	P	P	P			P	P
Joni Brinkman, Council Member Doug Gunther, Council Member Village of Palm Springs	P	ALT	P	E	P	P	P	P			P	P
Katherine Waldron, Commissioner Port of Palm Beach	A	***E	P	P	P	A	P	P			E	P
Chelsea Reed, Vice Mayor Marcie Tinsley, Councilmember City of Palm Beach Gardens	***P	P	P	P	P	P	ALT	P			P	P
Melissa McKinlay, Commissioner Mack Bernard, Commissioner Dave Kerner, Commissioner Palm Beach County	ALT	P	P	E	ALT	P	P	E			P	ALT
Maria Marino, Commissioner Palm Beach County	***P	P	P	P	P	P	P	P			P	P
Maria Sachs, Commissioner Mack Bernard, Commissioner Dave Kerner, Commissioner Palm Beach County	***A	ALT	P	ALT	P	P	P	P			ALT	P
Gregg Weiss, Vice Mayor Mack Bernard, Commissioner Palm Beach County	P	P	P	P	P	P	P	ALT			P	P

*** New Appointment

P - Representative Present

ALT- Alternate Present

E - Excused

A - Absent

EXHIBIT A (cont'd)

Representative Alternate(s) Local Government	Dec '20	Jan '21	Feb '21	Mar '21	Apr '21	May '21	Jun '21	Jul '21	Aug '21	Sep '21	Oct '21	Nov '21
Shirley Lanier, Councilperson Tradrick McCoy, Councilperson City of Riviera Beach	A	A	P	A	A	A	E	P	NO MEETING HELD – SCHEDULED BREAK	MEETING CANCELLED	A	P
Michael Napoleone, Councilman Village of Wellington	P	P	P	P	P	P	P	P			P	P
Christina Lambert, Commissioner Kelly Shoaf, Commissioner City of West Palm Beach	ALT	E	A	ALT	ALT	***P	ALT	P			P	P
Joseph Peduzzi, Commissioner City of West Palm Beach	P	P	A	P	P	A	A	P			A	P

*** New Appointment

P - Representative Present

ALT- Alternate Present

E - Excused

A - Absent

OTHERS PRESENT

John Boehm
 Natalie Crowley
 Joel Engelhardt
 Michael Morrow
 Saurabh Basnet
 Xavier Falconi
 Juan Ortega
 Tammy Campbell
 John Krane
 Marsha Taylor
 Victoria Williams
 Fred Angelo
 Cindy Stanfield
 Patrick Rutter
 Danna Ackerman-White
 David Bernhardt
 Jeriise Hansen
 Richard Radcliffe
 Motasem Al-Turk
 Khurshid Mohyuddin
 David Wiloch
 Conor Campobasso
 Alyssa Frank
 Grég Gabriel
 Melissa Murray
 Margarita Pierce
 Kelsey Peterson
 Cassidy Sparks
 Nick Uhren
 Andrew Uhler
 Paul Gougelman
 Levi McCollum

REPRESENTING

City of Palm Beach Gardens
 City of Palm Beach Gardens
 City of Palm Beach Gardens
 City of Palm Beach Gardens
 City of Westlake
 City of West Palm Beach
 FAU
 FDOT
 FDOT
 FDOT
 FDOT – Florida's Turnpike
 FLN
 Government Resource
 Palm Beach County Administration
 Palm Beach County District 3
 Palm Beach County District 3
 Palm Beach County League of Cities
 Palm Beach County League of Cities
 Palm Beach County Engineering
 Palm Beach County Planning
 Palm Beach County Planning
 Palm Beach TPA
 Palm Beach TPA
 Palm Beach TPA
 Palm Beach TPA
 Palm Beach TPA
 Palm Beach TPA
 Palm Beach TPA
 Palm Beach TPA
 Palm Beach TPA
 Palm Beach TPA – Weiss Serota et al.
 Palm Tran

EXHIBIT A (cont'd)

OTHERS PRESENT

Greg
Mercer Group Florida
Jim Knight
Valerie Neilson
Vicki Gatanis
Peter Buchwald
Iramis Cabrera
Councilman Jeff Hmara
Ray Liggins

REPRESENTING

Self
Self
Self
Self
SFRTA
St. Lucie TPO
Village of Palm Springs
Village of Royal Palm Beach
Village of Royal Palm Beach

DRAFT



1.G.3a

2300 High Ridge Road
Boynton Beach, FL 33426
Tel: 561.740.7000
Fax: 561.835.1956

December 16, 2021

Kelsey Peterson
Multimodal Transportation Planner II
Palm Beach Transportation Planning Agency
301 Datura Street
West Palm Beach, FL 33401

Re: Palm Beach Transportation Disadvantaged Local Coordinating Board

Dear Ms. Peterson,

It is with great enthusiasm that I submit this letter of interest to serve on the Palm Beach Transportation Disadvantaged (TD) Local Coordinating Board (LCB). I am specifically interested in serving as the Representative for Children at Risk.

I have vast experience as a child advocate in my professional experience and beyond. Upon review of my attached resume, you will notice that I have been employed with the Children's Services Council of Palm Beach County since 2016. I am a Program Performance Officer responsible for overseeing compliance with the contracts we hold with our community organizations. I currently work with organizations such as Healthy Mothers, Healthy Babies of PBC and HomeSafe. I also have specific experience with transportation as I have worked directly with many different transportation entities including SE Florida Transportation LLC, WHC WPB, LLC (dba zTrip), and 4R Services LLC (dba Yellow Cab and Metro Taxi). We fund the latter to implement our Transportation Services program that offers taxi rides, bus passes through Palm Tran and limited Uber Health rides for expectant families and those with young children seeking medical care. Additionally, I have participated in Florida Department of Transportation's Human Services Transportation Summit for District 4 and completed Palm Tran's training for the TD data system.

I am resident and native to Palm Beach County with an extensive understanding of the county. I believe access to reliable and quality transportation is strongly connected with seeing our families thrive in this county. I believe I have the passion, ability, and relevant skillset for this board. I look forward to the opportunity of discussing next steps and would be glad to provide any additional information you might need in making this decision. Thank you for your time and consideration.

Sincerely,

Elizabeth Clark

cc: Mirva Cadet

ELIZABETH A. CLARK, M.S., LMFT

EDUCATION

Ph.D. in Family Therapy

Nova Southeastern University (NSU)

Pending dissertation

Ft. Lauderdale, FL

M.S. in Family Therapy

Nova Southeastern University (NSU)

July 2011

Ft. Lauderdale, FL

B.S. in Biology

The University of Tampa (UT)

May 2006

Tampa, FL

RELEVANT EXPERIENCE

CSC Program Performance Officer

Children's Services Council of Palm Beach County (CSC)

March 2016 - present

Boynton Beach, FL

- Responsible for assessing the potential of 6 designated programs, analyzing organizational performance capacity – including strengths and gaps, determining effective allocation of CSC's funding investments of over 10 million dollars.
- Engages with providers strategically, rather than tactically, by setting clear performance expectations with a collaborative and strengths-based approach.
- Serves as a CSC ambassador, building a wide network of positive relationships and contributing to CSC's planning efforts by offering reliable information, bringing situational insight, and serving as a strategic thinker.
- Contracts include Heathy Beginnings Entry Agencies, CenteringPregnancy, Growing Smart, and Transportation Services.

NSU Program Manager II

Mailman Segal Center for Human Development (NSU)

July 2015 - March 2016

Ft. Lauderdale, FL

Grant: Road to Child Outcomes Study

- Responsible for program compliance in The Road to Positive Child Outcomes grant, funded by the Early Learning Coalition of Broward County, FL, which targets enhancing early childhood education and quality in low resourced communities
- Consistently provided timely and accurate reports, along with continuous communication, with grant funder and grant partners: School Board of Broward County, FL and Family Central, Inc.
- Directly supervised a team of 11 employees including 10 Master Teacher Specialists and 1 Administrative Assistant
- Coordinated Provider recruitment and program maintenance of over 40 early child care centers and family child care homes.
- Provided oversight to sub-contract partner Devereux Florida in conducting Environmental Rating Scales (ERS) assessments twice each program year
- Provided oversight to all Teaching Strategies GOLD implementation for providers and team members including training and certifications
- Managed and conduct Classroom Assessment Scoring System (CLASS) observations with data management in Web-based Early Learning System (WELS) along with related training such as Making the Most of Classroom Interactions (MMCI)

NSU Research Coordinator and Assessor

Sept 2011 – July 2015

Mailman Segal Center for Human Development (NSU)

Ft. Lauderdale, FL

Grant: Palm Beach County Child Outcomes Study

- Organized the Palm Beach County, FL Child Outcomes Study grant to assess Voluntary Prekindergarten (VPK) education programs for Kindergarten readiness
- Consistently collaborated with grant partners: National Institute for Early Educational Research (NIEER) at Rutgers University, Early Learning Coalition of Palm Beach County, and Children's Services Council of Palm Beach County
- Organized, trained, and directed assessment team and data collection at 250 early child care centers
- Completed field work assessments and data collection with preschool age children
- Scheduled and facilitated meetings with multiple centers and administrative personnel for on-site observational visits

CONFERENCE PRESENTATIONS

- Goodman, J. & **Clark, E. A.** (Dec. 2021) Birth Outcome Achievement for CenteringPregnancy Program Pre and Post COVID. 2021 CityMatCH Leadership and MCH Epidemiology Conference. Virtual.
- Nicholas, C. A., **Clark, E. A.** & Pujol-Nassif, M. (Oct. 2015) Road to Positive Child Outcomes for Minority Children in Early Learning Programs. National Black Child Development Institute 45th Annual Conference. Arlington, VA
- **Clark, E. A.**, & Jones, J. (Feb. 2014). Solution Focused Brief Therapy: Gone Right. Solution Focused Brief Therapy Expo. Workshop Presentation. Orlando, FL
- Jones, J., & **Clark, E. A.** (Feb. 2013). Solution Focused Brief Therapy Gone Right. International Family Therapy Association World Family Therapy Congress. Lecture Presentation. Orlando, FL
- **Clark, E. A.**, & Jones, J. (Nov. 2012). Solution Focused Brief Therapy Gone Right. Solution Focused Brief Therapy Association Annual Conference. Workshop Presentation. Minneapolis, MN

PROFESSIONAL ORGANZATIONS, CERTIFICATIONS & LICENSES

- CenteringPregnancy Basic Facilitator Workshop (Feb. 2019). *Centering Healthcare Institute*
- Racial Equity Institute Phase I Workshop (June 2018). *Racial Equity Institute, LL (REI)*
- Spirit of Service Award (2018). *Breastfeeding Coalition of Palm Beach County*
- Lean Six Sigma Green Belt Certification (May 2017). *Electronic Training Solutions*
- Certified Heartsaver® CPR AED (Jan. 2016 – present). *American Heart Association*
- Licensed Marriage and Family Therapist under the Florida Department of Health (Sept. 2015 – present). License Number MT3078
- American Association for Marriage and Family Therapy. Clinical Fellow Member ID 131290
- International Family Therapy Association Member

References furnished upon request

Ron DeSantis
Governor

■ ■

Barbara Palmer
Director

■ ■

Southeast Region

■ ■

111 South Sapodilla
Avenue
Suite 204

West Palm Beach,
Florida
33401

■ ■

(561) 837-5564

Fax:

(561) 837-5598

■ ■

Toll Free:

(866) APD-CARES
(866-273-2273)

2/8/2022

Alyssa Frank
LEAD PLANNER | PED-BIKE COORDINATOR
301 Datura Street | West Palm Beach, FL 33401
Direct 561.725.0806 | Main 561.725.0800

Subject: Agency for Persons with Disabilities, Alternate Representative to the Palm Beach County Local Coordinating Board (LCB)

Dear Ms. Frank:

I am formally requesting for Pauline Spence, Agency for Persons with Disabilities, Southeast Regional Program Supervisor to replace Mary Edwards as of January 1, 2022, to be the alternate representative for the LCB, with Ms. Milory Senat, Operations Analyst /Community Affairs as the primary representative. We are pleased to represent Agency for Persons with Disabilities on the TDLCB.

If you should need any further information, please feel free to contact me.

Thank you,

Milory Senat, MPA
Operations Analyst /Community Affairs
Phone: (561)398-2240
Fax: (561)837-5569
Email: milory.senat@apdcares.org
111 South Sapodilla Avenue, Suite 207
West Palm Beach, FL 33401
[Apdcares.org](http://apdcares.org)

Pauline Spence is the regional supervisor for the Waitlist & Community Affairs Unit for the Agency for Persons with Disabilities. Pauline stated working for the State of Florida in 1990. She worked for the Aging Adult Services and the Florida Department of Children and Families in the Adult Protective Unit from 1990 to 2003. In 2003, she transferred to the Agency for Persons with Disabilities (APD). She started as a Human Services Program Specialist. Now she is the Southeast Regional Program Supervisor for APD.

PALM BEACH TPA AGREEMENT NO. 2021-16

BETWEEN PALM BEACH MPO dba THE PALM BEACH TRANSPORTATION PLANNING AGENCY AND DARUMA TECH (CONTRACTOR) FOR PRODUCTS

This Agreement is made as of this ____ day of _____, 2022, 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") located at 301 Datura Street, West Palm Beach, FL 33401 and Daruma Tech, LLC, a Florida Limited Liability Company authorized to do business in the State of Florida and whose principal place of business is located at 3651 FAU Boulevard, Suite 400, Boca Raton, FL 33431 (hereinafter referred to as the "CONTRACTOR" or "CONSULTANT").

WITNESSETH

WHEREAS, the TPA defined the Scope of Services as set forth in Exhibit A attached hereto and incorporated herein ("Services" or "Work"), and in accordance with the TPA Procurement Policy, the TPA issued RFP 2021-16 for Website Redevelopment Services issued October 10, 2021; and

WHEREAS, the TPA selected CONTRACTOR from the respondents to RFP 2021-16 to provide the Website Redevelopment Services; and

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

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

Section 1. Incorporation of Facts; Definitions

- A. The facts of statements set forth above, in the preamble and recitals ("WHEREAS" clause) to this Agreement, are true and correct and incorporated into and made part of the Agreement by reference.
- B. The following terms as used in this Agreement as defined as follows, unless the context affirmative indicates to the contrary:
 1. "Agreement" means this instrument, as amended from time to time, and all Exhibits.
 2. "Deliverable" means a product or a completed task of the Services to be provided pursuant to this Agreement.
 3. "FDOT" means the Florida Department of Transportation.
 4. "FHWA" means the U.S. Federal Highway Administration.
 5. "FTA" means the U.S. Federal Transit Administration.
 6. "U.S. DOT" means the U.S. Department of Transportation, or any of its agencies such as FHWA or FTA, among others.
 7. "PTG Agreement" means Public Transportation Grant Agreement.
 8. "MPO Agreement" means Metropolitan Planning Organization Agreement.
 9. TPA Fiscal year is July 1 through June 30.

Section 2. **Representatives.** TPA's representative during the performance of this Agreement is the Executive Director of the TPA, and CONTRACTORS's representative during the performance of this Agreement is Robert Kennedy, who shall serve as the primary contact. Either party to this Agreement may unilaterally change its representative during the term of this Agreement by giving notice to the other party. A change in the designation of CONTRACTOR's representative shall not affect CONTRACTOR's responsibility for the provision of the Services under this Agreement.

Section 3. **Term.** This Agreement shall take effect on February 17, 2022 and shall remain in full force and effect for a period of twenty-nine (29) months, expiring June 30, 2024. Two (2) additional twelve (12) month renewal option(s) may be exercised at the TPA's sole discretion. If the TPA elects to exercise the option(s), the TPA will notify the Contractor in writing of its election at least fifteen (15) days prior to the expiration of the then current term of the Agreement at the address set forth in Section 36 of this Agreement.

Section 4. **Services.**

- A. The TPA hereby engages the CONTRACTOR to render the Services set forth in Exhibit "A", attached hereto and incorporated herein. The Services are governed by this Agreement and may only be changed by written instrument signed by both parties.
- B. The CONTRACTOR shall comply with all applicable Federal, State, and local laws, Executive Orders, ordinances, and regulations relevant to the Services identified under this Agreement. If any provision of this Agreement requires the CONTRACTOR to violate any Federal, State, or local law, Executive Order, ordinance, or regulation, CONTRACTOR will immediately notify the TPA in writing of the appropriate changes and modifications that are necessary to proceed with the Services in compliance with the law.
- C. This Section 4. shall survive the termination of this Agreement.

Section 5. **Payments.**

- A. The TPA agrees to pay CONTRACTOR a maximum amount under this agreement of \$52,982.00 dollars in United States currency for the Services, including all out-of-pocket or reimbursable expenses and in accordance with the Price Proposal and Hourly Rates Schedule in Exhibit "B". If the TPA exercises the option(s) to extend the agreement, the maximum amount increases by \$11,802.00 dollars in year 1 and an additional \$12,156.00 in year 2. The TPA anticipates that funds will be allocated and distributed for each year of the Agreement as follows:

TPA FY 2022	\$30,400.00
TPA FY 2023	\$11,124.00
TPA FY 2024	\$11,458.00
TPA FY 2025*	\$11,802.00
TPA FY 2026*	\$12,156.00

** If TPA elects 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 costs and rates set forth in the Price Proposal and Hourly Rates 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" of this Agreement 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 Chief Financial Officer ("CFO") 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. 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 sixty (60) calendar days of the expiration date of this Agreement. Invoices submitted thereafter will not be eligible for payment, unless this requirement is waived, in writing, by the TPA's Executive Director and the TPA can receive payment under its JPA with the FDOT.

Section 6. Availability of Funds. The TPA's performance and obligation to pay under this Agreement is contingent upon its receipt of funds, as a grantee or funding recipient of FDOT or the U.S. Department of Transportation ("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 7. Reports and Ownership of Documents. All written information associated with this Agreement shall be considered a Public Record open to public inspection subject to the provisions of Chapter 119, F.S., unless otherwise made confidential or exempt under Florida law. All documents, papers, letters, drawings, maps, books, tapes, photographs, films, characteristics, sketches, programs, data-base reports, data processing software, material, websites/web pages, and other data developed under or arising from this Agreement, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency, whether public or private but acting on behalf of the 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.

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

**Valerie Nielson, Interim Executive Director
561.725.0800
VNielson@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.

I. The TPA and the CONSULTANT agree that upon payment of compensation due to the CONSULTANT under this Agreement and all approved work orders by the TPA for a particular plan, design, report, schedule, adding machine tape, computer record, word processing image, drawing, technical data, recommendation, draft report, draft audit, draft recommendation, specification, specification, document, model, recommendation, photograph, video or audio recording, other instrument, or otherwise, said plan, design, report, schedule, adding machine tape, computer record, word processing image, drawing, technical data, recommendation, draft report, draft audit, draft recommendation, specification, specification, document, model, recommendation, photograph, video or audio recording, other instrument, or otherwise, produced by, as result of, or pursuant to this Agreement with or by the CONSULTANT or subconsultant in

the performance of the Agreement or Work Order, shall be the sole property of the TPA, and the TPA is vested with all rights of ownership therein. The CONSULTANT waives all rights of copyright, or patent, in said plan, design, report, schedule, adding machine tape, computer record, word processing image, drawing, technical data, recommendation, draft report, draft audit, draft recommendation, specification, specification, document, model, recommendation, photograph, video or audio recording, other instrument, or otherwise, produced by the CONSULTANT in the performance of this Agreement or Work Order, and hereby assigns and conveys the same to the TPA whether in the possession or control of the CONSULTANT or not.

Upon request of the TPA, any copyright rights, patent rights, or visual artists rights pursuant to 17 U.S.C. §106A, shall be assigned to the TPA for minimal compensation of \$10.00. This provision shall survive the termination 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.

Section 9. Preparation of Documents, Certifications and Reports. Should the TPA be required by FDOT or an agency of the Federal or State government, including but not limited to the USDOT, or any agency thereof, to provide any certifications, documents or reports related to or produce as a result of this Agreement, the 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 Joint Planning Agreement or Interlocal Agreement 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 7. 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, protect, reimburse, indemnify and hold the TPA, and their respective agents, employees, volunteers and elected officers harmless from and against claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of or related in any manner to the extent of the CONSULTANT's negligent performance of the terms of this Agreement or due to the negligent acts, errors or omissions, of any kind or character, of the CONSULTANT or any of its officers, agents, employees or volunteers. The indemnification provided herein shall not exceed \$3,000,000. This Agreement does not require any design professional to personally defend, indemnify, or hold harmless the TPA or agents, employees, volunteers and elected officers from any liability, damage, loss, claim, action, or proceeding, and any such contract provision shall be void as against the public policy of this state. A "design professional" is an individual or entity licensed by the state who holds a current certificate of registration or is qualified under chapter 481 to practice architecture or landscape architecture, under chapter 472 to practice land surveying and mapping, or under chapter 471 to practice engineering, and who enters into a professional services contract.

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 and the CONSULTANT agree to be responsible for all such claims, and damages, in tort, to the extent and limits provided in but not exceeding said extent and limits 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 contractor, subcontractor or any other entity pertaining to any matter resulting from this Agreement. Notwithstanding the foregoing and to the extent permitted by law, CONSULTANT 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 CONSULTANT, its officers, employees, and agents, in the performance of this Agreement, except that the CONSULTANT 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 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-contractor) 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.

4. The CONSULTANT reserves the right to self-insure for the coverage limits set forth above.

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 15. The declaration page or policy shall list the "Palm Beach Metropolitan Planning Organization, d/b/a the Palm Beach TPA", as the named "additional insured." The 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. If the CONSULTANT 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 CONSULTANT's insurance coverage.

- 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 this Section 15. 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 subcontractors, and any other contractors 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 contractor, any other contractors 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-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 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 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 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 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 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. **Criminal History Records Check.** The CONSULTANT shall comply with the provisions of Palm Beach County Ordinance No. 2003-030, the Criminal History Records Check Ordinance (Ordinance), if the CONSULTANT's employees or subcontractors are required under this Agreement to enter a critical facility as identified in Palm Beach County Resolution No. R-2003-1274. CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a critical facility will be subject to a fingerprint based criminal history records check. Although the TPA agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with the Ordinance.

Section 20. **E-Verify.**

A. The TPA has agreements with FDOT which require the TPA to agree and assure the FDOT that the U.S. Department of Homeland Security's E-Verify System (System) will be used to verify the employment eligibility of CONSULTANT's employees and the employees of the CONSULTANT's subcontractors, performing Work pursuant to this Agreement. In addition, Florida law requires that the e-verify system be used by the CONSULTANT. See Section 448.095, Florida Statutes. 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 subcontractor used in the performance of the Work to verify the employment eligibility of its employees. The CONSULTANT 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 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 contractor'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.** 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 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 CONSULTANT, 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 CONSULTANT 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 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 subcontractor 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 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 CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT 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 CONSULTANT's noncompliance with the nondiscrimination provisions of this Agreement, the Florida Department of Transportation shall impose such 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 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 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 CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT 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

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. 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.

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 contractors to insert in each of their subcontracts, the following provision:

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

Section 23. Independent Contractor Relationship. The CONSULTANT 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 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'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 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: Executive Director
Palm Beach Transportation Planning Agency
301 Datura Street
West Palm Beach, FL 33401

If to the CONSULTANT: Rick Griswold
404 NW 7th Court
Boynton Beach, FL 33426

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.

B. Neither the CONSULTANT 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 CONSULTANT 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 U.S. Department of Transportation (U.S. DOT) assisted contract. 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 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 CONSULTANT from future contracts as non-responsible.

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

D. The CONSULTANT is encouraged to seek disadvantaged business enterprises (DBEs) for participation in subcontracting opportunities. A contract goal of 10.65% has been established for this Agreement. The CONSULTANT will comply with the tasks and proportionate dollar amounts throughout the term of this Agreement as it relates to the use of DBEs so that it maintains and meets this goal throughout the term of the Agreement. The provisions of this section apply to the CONSULTANT's selection and use of subcontractors, including DBE subcontractors, to perform any part of this Agreement.

E. The TPA has adopted the Florida Department of Transportation's (FDOT) DBE Program, including but not limited to FDOT's Methodology for Determining DBE Goals and FDOT's Annual Goal of 10.65% for DBE participation in solicitations and award of contracts. This DBE Program, as adopted by TPA, is incorporated into and made a part of this Agreement. The CONSULTANT acknowledges that it has reviewed and is familiar with the terms of the DBE Program. DBE participation towards overall and contract specific goals will be counted as provided in 49 CFR 26.55 and TPA's adopted DBE Program.

F. The CONSULTANT shall abide by the provisions of the TPA's adopted DBE Program, as it may be amended from time to time, and acknowledges that its failure to comply with said Program is a material breach which may result in the termination of this Agreement or such other sanctions or action deemed appropriate by the TPA under the circumstances, including but not limited to the sanctions identified in paragraph B. above.

G. The CONSULTANT understands that each DBE firm utilized in the performance of this Agreement must be certified by FDOT or other participant(s) in Florida's United Certification Program in order to be counted toward the DBE participation goal.

H. The TPA reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement.

I. The CONSULTANT will only be permitted to replace a certified DBE subcontractor who is unwilling or unable to perform. If a subcontractor fails to perform or make progress as required by this Agreement and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by TPA. If a goal or preference points has been assigned to this Agreement, the CONSULTANT shall make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on this Agreement with another certified DBE, to the extent needed to meet the contract goal. The 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.

J. The CONSULTANT shall provide the TPA with a copy of the CONSULTANT's contract with any subcontractor and any other related documentation requested by TPA's representative. A copy of the Sub-Consultant Qualification Questionnaire Form and Prime Consultant Qualification Questionnaire Form submitted by the CONSULTANT with its proposal, and documentation evidencing the certification of DBEs to be used in the performance of this Agreement, are attached to this Agreement as Exhibit "D" and incorporated into and made a part hereof.

K. 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 subcontractors to comply with the same records and information maintenance and availability requirements that it is subject to in this Agreement.

L. The CONSULTANT shall, on a monthly basis or such other period required by the TPA's representative, submit payment certification(s) for all payments it is seeking and certifications from all subcontractors indicating who has been paid and how much. Such certifications shall be made in the manner required and/or on a form(s) furnished by the TPA's representative. Said form(s) shall be signed by the CONSULTANT, affirmed as true and accurate, and shall be subject to all statutory and legal requirements applicable to the submission of false statements. The CONSULTANT will fully participate and cooperate with TPA, FDOT, U.S. DOT or its agencies, and their authorized representatives, regarding any monitoring process it establishes pertaining to the use and review of all subcontractors, including all interim and final audits of payments to subcontractors. Audits may be conducted to review payments to DBE subcontractors to ensure that the actual amount paid to DBEs equals or exceeds the dollar amounts of the Work the CONSULTANT represented would be subcontracted to or performed by DBEs, or for which DBEs would be utilized.

M. Prior to receiving any progress payment due under this Agreement, the CONSULTANT shall certify that it has disbursed to all subcontractors and suppliers, having an interest in the Agreement or performing work or providing materials or supplies used by the 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 subcontractor 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 subcontractor'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 subcontractors and suppliers.

N. 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 subcontractors 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 subcontractors and suppliers within said thirty (30) day period.

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

Section 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, overhead charges, and other costs used to determine the compensation provided for in this Agreement

are accurate, complete and current as of the date of the Agreement and no high 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.

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 t 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.

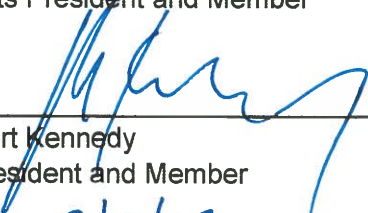
Section 43. Arrears The CONSULTANT shall not pledge the TPA's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

IN WITNESS WHEREOF, the Palm Beach Transportation Planning Agency and the CONSULTANT have hereunto set their hands to this Agreement on this ____ day of _____, 2022.


CONSULTANT:

Daruma Tech, LLC, a Florida Limited Liability Company

By: its President and Member

By: 
Robert Kennedy
Title: President and Member
Date: 2/3/22

ATTEST FOR DARUMA TECH, LLC


Print Name: Bruno Guimaraes

TPA:

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

By: _____
Mayor Robert S. Weinroth, Chair

Date: _____

ATTEST FOR TPA:

Margarita Pierce, TPA Executive Administrator

APPROVED AS TO TERMS AND
CONDITIONS

Valerie Nielson, AICP
TPA Interim Executive Director

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Paul R. Gougelman, Esq.
TPA General Counsel

Exhibit A

SCOPE OF SERVICES

The web developer shall design, deploy, and maintain a new, modern website layout using a non-proprietary content management system.

DESIGN

The web developer shall create a new website that:

- Prioritizes the user experience and gives special consideration to mobile compatibility, language translation, and Americans with Disabilities Act (ADA) accessibility with WCAG Level AA compliance.
- Easily integrates multiple external modules (via iframe or similar) into a page, including the ability to integrate ArcGIS mapping content from an external ESRI webservice.
- Provides non-proprietary content management system for an estimate of 70 pages that are transferred from the existing PalmBeachTPA.org site and designed into a new site with the assistance of TPA staff including, but not limited to, pages, documents, videos, etc. as well as any new materials shared with the developer by TPA staff.
- Creates a Pressroom page.
- Provides a custom form builder with large file upload functionality for a universal and seamless platform to submit public comments, bid proposals, and applications for employment and for project funding through TPA funding programs.
- Provides a solution for organization of upcoming and previous one year of Governing Board and Committee meetings with access to ADA compliant meeting materials (e.g. agendas, agenda packets, presentations, minutes and video).
- Provides easy, clear customization from the front and back-end to edit current pages and build out new pages
- Integrates current “micro-sites” into main site (ex. PalmBeachTPA.org/Okee) without compromising their functionality to avoid driving traffic away from TPA website.
- Uses TPA colors shown below, Tahoma font, and brand standards.

RED	GREEN	DARK BLUE	LIGHT BLUE	GREY
Pantone 1785 C HEX: F84B5E R:248 G:72 B:94	Pantone 7479 C HEX: 26D07C R:38 G:208 B:124	Pantone 2172 C HEX: 147BD1 R:20 G:123 B:209	Pantone 2915 C HEX: 62B5E5 R:98 G:181 B:229	Pantone 4195 C HEX: 646566 R:100 G:101 B:102

DEPLOYMENT

The web developer shall recommend a website host for PalmBeachTPA.org and archive website. The TPA shall establish hosting services with the website host under separate agreement.

The web developer shall deploy the website based on the design and layout approved by TPA staff.

The web developer shall populate the pages of the new website with the assistance of TPA staff. The development shall utilize content provided by and/or approved by TPA staff. The developer shall focus on excellent technical performance through creation of optimized initial content to minimize load times and configuration of back-end content to support Google Analytics.

The web developer shall provide capability for the TPA to perform Search Engine Optimization (SEO).

MAINTENANCE

The web developer shall provide monthly maintenance services, including but not limited to:

- Maintenance of existing web content to ensure optimal website performance
- Review and correction of website performance issues
- Creation of new web features as requested by the TPA

The web developer shall be paid a base monthly amount for a presumed number of hours for this service, with the expectation that the web developer will be paid hourly for any hours above the presumed monthly total.

Exhibit B
Price and Hourly Rates Schedule

Website Design & Architecture	One-Time	Recurring
UX Design, Website Development	\$25,000	
Content Blueprint & Sitemap	Included	
Discovery meetings	Included	
Research	Included	
Wireframes	Included	
Style Guide	Included	
Non-functional prototypes	Included	
Content migration	Included	
Custom CMS Template	Included	
Home page development	Included	
Sitemap & navigation	Included	
Meta tags	Included	
Redirect module	Included	
RSS Feeds	Included	
Site Search	Included	
WYSIWYG Code Editor	Included	
Social Sharing	Included	
Banners	Included	
Forms	Included	
Calendar of events	Included	
Google Translate Integration	Included	
SSL installation	Included	
QA & Usability Testing	Included	
Hosting advisory & setup services	Included	
Analytics configuration	Included	
Basic SEO Services	Included	
Total Proposed Cost	\$25,000	

Exhibit B
Price and Hourly Rates Schedule

Maintenance & Support	One-Time	Monthly
Monthly Maintenance & Support Services (10 hours included)	-	\$850
CMS Maintenance	-	
Staff training	-	
Staff support	-	
Accessible, Userway or equivalent	-	\$50
Total	-	\$900

Optional Items for Consideration
Enterprise level CMS (Joomla, Drupal, Orchard Core)
Advanced SEO Optimization
CRM Integration
Digital Asset Management "DAM" Integration
User Generated Content
Thematic Maps
Review Integration
SMS
Email marketing integration
Automatic newsletter creation based on new content
End user notification on changes
SEO Analytics Dashboard and Reporting
Single Sign-on & Active Directory authentication, MFA
Social logins
Ecommerce integration
Multi-role content
Paid/subscription only content
Workflow and Automations

Exhibit B
Price and Hourly Rates Schedule

Hourly Rates for Additional Services

Personnel Classification	Task	Unit Cost	Unit Type
Principal	Project management, solution architecture and creative management	\$140	Hour
Web Developer	Website development, website support (Business Hours*)	\$85	Hour
Graphic designer	Creation of graphic elements for the website	\$65	Hour
Photo Editor	Photo editing	\$65	Hour
Video Editor	Video editing	\$85	Hour
3-D & Animation	Create 3-d and animated elements for the website.	\$85	Hour
Drone Photography	FAA Licensed drone pilot services for video, 3d imaging and mapping	\$100	Hour
Copy writing	Website copywriting. A flat rate code can be provided for a defined scope.	\$.85	Word
Trainer	End user training	\$85	Hour
System Engineer	Hosting setup, deployment, and optimization.	\$125	Hour

*Business Hours: Monday through Friday 8am – 6pm, excluding holidays

*Emergency & after-hours support will incur a 50% additional charge above published rates.

Exhibit C

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 contractor, or any subrecipient, 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 subcontractor 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.

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 39 of the Agreement.
- G. Government-wide Debarment and Suspension. If this Agreement has a value of \$25,000 or more, this procurement is a covered transaction for purposes of 49 CFR Part 29. As such, 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 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. CONSULTANT 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. 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 \$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, 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 \$100,000 financed in whole or in part with federal assistance provided by FTA.
- J. 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.
- K. 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.

Section 2. TPA Governing Board

2.1 Membership

- A. Number of Governing Board Members - The number of Governing Board Members for the TPA shall be as determined by the Interlocal Agreement, as amended.
- B. Representatives - Each Governing Board Member shall designate a Representative and notify the TPA in writing of this designation. The qualifications of Representatives shall be as specified in the Interlocal Agreement.
- C. Alternates - Each Governing Board Member shall designate an Alternate(s) and notify the TPA in writing of this designation. The Alternate must meet the same qualifications as a Representative. An Alternate may serve as a Representative for the Governing Board Member during any meeting or portion of a meeting where that Governing Board Member's Representative is not in attendance.
- D. Term of Office - Representatives and Alternates shall serve until the TPA has been notified in writing of a new designation by the Governing Board Member or until their earlier death, resignation, disqualification, incapacity to serve, or removal in accordance with the law.

2.2 Officers

- A. Officers - The officers of the TPA shall consist of a Chair, a Vice Chair, and three at-large Representatives of the Governing Board. Together, the officers shall be referred to as the Executive Committee. Not more than two of the officers may be County Commissioners.
- B. Elections - The officers shall be elected annually at the last regularly scheduled meeting of the calendar year or earlier if desired by the TPA Governing Board. The newly elected officers shall take office on the first day of the following calendar year or earlier if desired by the TPA Governing Board. Additional elections may be held as necessary if an officer cannot carry out said officer's duties and complete the remainder of the appointed term.
- C. Officer Criteria - The Chair must have served on the TPA Governing Board as a Representative for a minimum of one year prior to taking office. All officers must have completed the MPOAC Institute training program for elected officials, attended a national Association of MPOs (AMPO) Conference, or received similar training. The training criteria can be waived by majority vote of the TPA Governing Board.
- D. Terms of Office - The term of office for officers shall be until their successors take office as provided in Section 2.2.B.
- E. Duties of the Chair - The Chair shall call and preside at TPA Governing Board meetings, set the order of business for each meeting and sign official documents for the TPA. In the Chair's absence, the Vice Chair shall preside and complete all other duties of the Chair. In the absence of both the Chair and the Vice Chair, the Representatives present shall elect a Chair Pro-Tem to preside and complete all other duties of the Chair.

In the event that the Chair is unable to carry out their duties for the remainder of the term, the Vice Chair shall automatically become Chair and a new Vice Chair shall be elected from the

remaining Representatives, including the at-large members of the Executive Committee, for the remainder of the term.

F. Duties of the Executive Committee – The Executive Committee shall:

1. Meet annually to review and recommend updates to the TPA's Strategic Plan for consideration by the Governing Board;
2. Meet as necessary to review and recommend content related to other TPA initiatives (e.g. the 561 Mobility Plan, the Vision Zero Action Plan, transportation surtax funding strategies, and other plans and strategies) for consideration by the Governing Board;
3. Meet as necessary to facilitate the process of hiring a new Executive Director, including but not limited to refining the job profile, evaluating candidates, recommending a candidate, negotiating an employment agreement for Board consideration, and recommending an interim director for Board consideration; and
4. Undertake other tasks as may be assigned by the Governing Board.

G. Agency clerk - The TPA Executive Director shall act as the Agency Clerk pursuant to Section 339.175(2)(e), F.S.

2.3 Meetings

- A. Regular Meetings - Meetings will be held on the third Thursday of each month, except as noted on the meeting calendar published to the public on the TPA website. The Chair may cancel regular meetings should there be insufficient business on the TPA's tentative agenda or a lack of anticipated quorum.
- B. Special Meetings - Special meetings may be called by the Chair with three (3) day notice. Whenever possible, at least seven (7) day notice shall be given.
- C. Workshops - Workshops may be called from time to time and shall not require a quorum; however, all workshops shall be noticed in the same manner as regular meetings of the TPA Governing Board. No official actions may be taken at a workshop.
- D. Attendance - Each Representative shall be expected to attend each regular meeting. It shall be the obligation of the Representative to provide at least 24-hours advance notice to the TPA when the Representative will not be attending a meeting. It shall be the obligation of a Representative to provide reasonable notice to the Alternate when the Representative will not be attending a meeting. An absence without advance notice or without having an Alternate in attendance will be considered unexcused.

When a Representative or Alternate for a Governing Board Member does not attend three (3) consecutive regular meetings, the TPA Executive Director will send a letter to the chief elected officer of the Governing Board Member indicating the number of absences and requesting reaffirmation or reappointment of the Governing Board Member's Representative.

- E. Agenda - The Executive Director, in consultation with the Chair, shall create a published list of items for decision (consent and action items), discussion (special presentations, reports, and information items), and receipt without discussion (administrative items) at a meeting. The agenda and any backup material for a TPA Governing Board meeting shall be published on the

TPA website seven (7) days prior to the meeting or as early as practicable. Only when extenuating circumstances warrant, a Representative, Alternate, or the TPA Executive Director may propose an additional item or a modification to the agenda at the commencement of a given meeting, subject to approval by a majority of the Representatives/Alternates at the meeting; provided that consideration of such item(s) is consistent with the TPA's PPP noticing requirements.

Organizations wishing to make a presentation to the TPA Governing Board must contact the Executive Director at least ten (10) days prior to the meeting. The Executive Director shall consult with the Chair to determine if the presentation should take place during the public comment period or be added as a regular agenda item. Presentations added to the regular agenda shall be limited to ten (10) minutes or as allowed by the Chair.

Members of the public wishing to add an item to a future agenda must first request the item during a Board meeting by submitting a public comment. The Board will determine whether to add the item to a future meeting.

Voting Procedures - The Chair and any Representative may call for a vote on any issue, provided that it is seconded and within the purposes set forth on the agenda. Representatives must be physically present to vote unless a Representative is approved to participate remotely by the physically present Representatives. At any given meeting, if a Representative(s) is absent, the Alternate(s), may vote in place of the absent Representative(s).

Voting shall be by voice, but the minutes shall contain sufficient detail to record the vote of each Representative/Alternate. A Roll Call vote shall be held upon the request of the Chair, a Representative, or the TPA Executive Director. Pursuant to Section 339.175(13) F.S. a recorded roll call vote shall be taken for the Long Range Transportation Plan (LRTP), the Transportation Improvement Program (TIP), and any corresponding amendments. A tie vote shall be interpreted as a failure to pass.

Any Representative who voted on the prevailing side may make a motion for reconsideration at the meeting during which the vote was taken or at the next regularly scheduled meeting unless the action for which the vote was taken has been completed by the next regularly scheduled meeting and cannot be undone. A Representative desiring to request reconsideration of a matter shall advise the Executive Director no less than ten (10) days prior to the meeting. The Executive Director shall endeavor to provide notice of the request to the TPA Governing Board Members prior to the meeting. Any Representative who was not present at the meeting at which the vote was taken shall be deemed to be on the prevailing side unless the absence was unexcused. A motion to reconsider cannot be renewed if it has been voted on and defeated except by unanimous consent of those present at the meeting.

Board Representatives/Alternates may not abstain from voting, unless the Representative/Alternate has a voting conflict of interest as defined by Section 112.3143, F.S., or unless the matter is quasi-judicial in nature and the abstention is to avoid prejudice or bias as provided in Section 286.012, F.S. If a Representative/Alternate abstains from voting, the Representative/Alternate must declare the conflict at the introduction of the item and not participate in the discussion of the item. The Representative/Alternate must then submit a completed Florida Commission on Ethics - Form 8B to the TPA Agency Clerk within 15 days after the abstention occurs.

In the absence of any direction from these Operating Procedures or other duly adopted voting procedures pursuant to certain approval actions, Robert's Rules of Order will designate procedures governing voting over any TPA Governing Board, advisory committee, subcommittee or ad hoc committee meeting. In the interest of efficiency or flexibility, a majority consensus of the TPA Governing Board may approve departures from Robert's Rules of Order.

Proxy and absentee voting are not permitted.

- F. Public Comment Procedures - All TPA Governing Board meetings shall be open to the public. Members of the public are permitted to speak on any topics not on the Agenda during the General Public Comment period by providing a Speaker Card to the Executive Director or designee prior to the commencement of the meeting. Members of the public are allowed to speak on agenda items following presentation of the item to the TPA Governing Board but prior to Representative discussion, by providing a Speaker Card to the Executive Director or designee prior to the presentation of the item. Public comment shall be limited to three (3) minutes. The deadlines for submitting a Speaker Card and time limits for public comment may be waived by the Chair.
- G. Florida's Open Meetings Law - Every Representative/Alternate shall comply with the State's Open Meetings Law. This includes not discussing current board items or other matters that may foreseeably come before the TPA Governing Board for action with other members outside of a noticed meeting.

2.4 TPA Board Committees

As necessary, the TPA Governing Board may establish a committee of Representatives and/or Alternates to investigate and report on specific subject areas of interest to the TPA Governing Board.

A TPA Board Committee shall consist of at least three (3) Representatives and/or Alternates. A majority of the committee members must be physically present for the committee to take formal action. The committee shall meet and establish a chair and vice chair. The chair or vice chair shall report to the TPA Governing Board at its next regular meeting on the committee's activities.

A TPA Board Committee's authority shall be limited to making recommendations regarding items to be considered by the TPA Governing Board.

2.5 TPA Advisory Committees and Ad Hoc Committees

The TPA Governing Board relies on the standing advisory committees as outlined below to review and make recommendations regarding items to be considered by the TPA Governing Board. No advisory committee member may serve on more than one advisory committee to the TPA Governing Board at any time; however, advisory committee members may serve on more than one ad hoc committee in addition to serving on an advisory committee.

- A. Technical Advisory Committee (TAC) - The TAC is comprised of representatives of local governments, airports, seaports, public transit agencies, the school superintendent or designee, and other entities as deemed appropriate by the TPA Board pursuant to Section 339.175(6)(d), F.S.

- B. Citizen's Advisory Committee (CAC) - The CAC is responsible for providing the TPA Governing Board with a "citizen's eye" view of ongoing transportation issues in Palm Beach County. Members are appointed by the TPA Governing Board according to required special designations in accordance with Section 339.175(e.)1., F.S. and other categories as identified by the TPA Governing Board.
- C. Bicycle, Trailways, Pedestrian Advisory Committee (BTPAC) - The BTPAC is comprised of county and municipal planners; school district; health department; law enforcement; and bicycle advocacy groups selected from a variety of disciplines in order to address the comprehensive effort in implementing bicycle, trailway and pedestrian programs and initiatives.

From time to time, an advisory committee or the Executive Director may form an ad hoc committee for the purpose of investigating specific subject areas of interest. Ad hoc committees shall report to the advisory committee(s) on their activities at the next available meeting.

2.6 Transportation Disadvantaged Local Coordinating Board (LCB)

The TPA Governing Board is the Designated Official Planning Agency (DOPA) for the Palm Beach County Transportation Disadvantaged (CTD) program, as designated by the Florida Commission for the Transportation Disadvantaged. In accordance with Section 427.0157, F.S., all members of the LCB shall be appointed by the DOPA. Membership and conduct are established by separate by-laws adopted by the LCB.

The LCB is an advisory body to the CTD and identifies local service needs and provides information, advice and direction to the Palm Beach County Community Transportation Coordinator (CTC) on the coordination of services to be provided to the transportation disadvantaged through the Florida Coordinated Transportation System.

TPA RESOLUTION 2022-xx

A RESOLUTION APPROVING AMENDMENT 3 TO THE FISCAL YEAR (FY) 2022-2026 TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

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

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

WHEREAS, the TPA's FY 22-26 TIP is a staged program encompassing a five-year period and including all regionally significant transportation improvements to all modes of travel in Palm Beach County as well as locally funded transportation improvement projects; and

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

WHEREAS, the Florida Department of Transportation (FDOT) has requested approval of six (6) project additions and the Town of Jupiter has request one (1) project deletion to the FY 22-26 TIP as shown in Exhibit A attached.

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

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

SECTION 2. The TPA Governing Board hereby approves Amendment 3 to the FY 22-26 Transportation Improvement Program, attached hereto as "Exhibit A" and by this reference incorporated herein, and authorizes its Interim Executive Director to execute any and all corresponding documents to memorialize this approval. This amendment does not affect or re-adopt any other provision of the TIP.

SECTION 3. This Resolution shall take effect upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____, and upon being put to a vote, the motion passed. The Chair thereupon declared the Resolution duly adopted this 17th day of February 2022.

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

By: _____
Mayor Robert S. Weinroth, as its Chair

ATTEST:

Margarita Pierce, TPA Executive Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Paul R. Gougelman, TPA General Counsel



TRANSPORTATION IMPROVEMENT PROGRAM

FY 2022-2026

Proposed for Adoption
February 17, 2022

Amendment #3

Requested amendment to
delete 1 project and add
6 new projects

EXISTING TIP

Phase	Fund Source	2022	2023	2024	2025	2026	Total
INDIANTOWN RD FROM US-1 TO A1A - Proj# 4415721					Length: 0.513 MI	*Non-SIS*	
Type of Work: BIKE LANE/SIDEWALK					Lead Agency: JUPITER		
Description: Install designated bike lanes and multi-use paths.					L RTP#: TPA-LI		
Notes: LI Priority #17-3							
CST	LF	2,675,591	0	0	0	0	2,675,591
CST	SU	1,308,698	430,698	0	0	0	1,739,396
Total		3,984,289	430,698	0	0	0	4,414,987
Prior Years Cost		5,000	Future Years Cost		Total Project Cost		4,419,987

PROPOSED TIP

Phase	Fund Source	2022	2023	2024	2025	2026	Total
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PROJECT DELETED - INDIANTOWN RD FROM US-1 TO A1A - Proj# 4415721

PROPOSED TIP - NEW PROJECT

Phase	Fund Source	2022	2023	2024	2025	2026	Total
VARIOUS LOCATIONS AT I-95 INTERSECTIONS - Proj# 4495201					Length: 26.278 MI	*Non-SIS*	
Type of Work: SAFETY					Lead Agency: FDOT		
Description: Advanced Wrong Way Detection System at high priority locations along I-95 at (SB/NB) Hypoluxo Rd, (SB) Linton Rd, (SB) 45th St, (SB) Northlake Blvd, (SB/NB) PB Int'l Airport, (NB) Atlantic Ave, (NB) Belvedere Rd, (SB) 10th Ave N							
PE	ACSS	500,000	0	0	0	0	500,000
Total		500,000	0	0	0	0	500,000
Prior Years Cost			Future Years Cost			Total Project Cost	500,000

PROPOSED TIP - NEW PROJECTS

Phase	Fund Source	2022	2023	2024	2025	2026	Total
5310 ARPA - THE MAE VOLEN CENTER - CAPITAL ASSISTANCE - Proj# 4504531						*Non-SIS*	
Type of Work: OPERATING FOR FIXED ROUTE					Lead Agency: FDOT		
OPS	DUCA	79,426	0	0	0	0	79,426
	Total	79,426	0	0	0	0	79,426
Prior Years Cost		Future Years Cost		Total Project Cost		79,426	
5310 ARPA - THE MAE VOLEN CENTER - CAPITAL ASSISTANCE - Proj# 4504521						*Non-SIS*	
Type of Work: PURCHASE EQUIPMENT					Lead Agency: FDOT		
Description: Purchase Vehicle/Equipment							
CAP	DUCA	100,000	0	0	0	0	100,000
	Total	100,000	0	0	0	0	100,000
Prior Years Cost		Future Years Cost		Total Project Cost		100,000	
5310 CRRSAA - MACTOWN - Proj# 4504971						*Non-SIS*	
Type of Work: OPERATING FOR FIXED ROUTE					Lead Agency: FDOT		
OPS	DUCA	236,846	0	0	0	0	236,846
	Total	236,846	0	0	0	0	236,846
Prior Years Cost		Future Years Cost		Total Project Cost		236,846	
5310 CRRSAA - THE MAE VOLEN CENTER - Proj# 4504751						*Non-SIS*	
Type of Work: OPERATING FOR FIXED ROUTE					Lead Agency: FDOT		
OPS	DUCA	196,264	0	0	0	0	196,264
	Total	196,264	0	0	0	0	196,264
Prior Years Cost		Future Years Cost		Total Project Cost		196,264	
5310 OPERATING ASSISTANCE - THE MAE VOLEN CENTER - Proj# 4502781						*Non-SIS*	
Type of Work: OPERATING FOR FIXED ROUTE					Lead Agency: FDOT		
OPS	DU	50,000	0	0	0	0	50,000
OPS	LF	50,000	0	0	0	0	50,000
	Total	100,000	0	0	0	0	100,000
Prior Years Cost		Future Years Cost		Total Project Cost		100,000	



ENGINEERING DEPARTMENT

January 13, 2022

Jason Price, ACIP, PTP
Palm Beach Transportation Planning Agency
310 Datura Street
West Palm Beach, FL 33401

Re: Letter Terminating LI Project - 17-3 Indiantown Rd from US1 to A1A (FM# 4415721)

Dear Mr. Price:

As was advised on January 04, 2022, the Town Council rejected the staff recommendation to award the subject project to FG Construction, LLC; I have attached the meeting synopsis provided by the Town Clerk. Due to the timing of the project, the majority of the Town Council voiced concerns that the project would overlap the US 1 Bridge Reconstruction detour, having a negative impact on traffic.

The Town's estimate of construction time and preliminary schedule indicated an overlap of approximately 3 months without any utility relocation delays. Due to the extent and scope of the storm drainage system, we had anticipated a number of utility adjustments during construction by AT&T. With the timing of the knowns adjustments and any unknown conflicts that may be encountered, it was conceivable that our schedule could slip, and extend the overlap with the detour upwards of six months. Any delay in our project would likely cause the overlap to negatively impact the US 1 bridge detour, due to having only two of four lanes available for vehicular traffic on Indiantown Road from US 1 to A1A.

Based on the Type I Categorical Exclusion, the project is in an area designated as attainment for all the National Ambient Air Quality Standards under the criteria provided in the Clean Air Act. Therefore, the Clean Air Act conformity requirements do not apply to the project. Implementation or non-implementation of this project will not impact air quality.

The Town understands the importance and magnitude of the US 1 Bridge project. Accordingly and as noted, the Town Council did not award the contract. The Town is requesting termination of the LAP Agreement.

Please advise if you have any questions or need any additional information from the Town.

Sincerely,

Thomas V. Driscoll, P.E.
Director of Engineering, Parks & Public Works
Tel: 561-741-2215
thomasd@jupiter.fl.us

**SYNOPSIS
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, JANUARY 4, 2022**

Vice-Mayor May called the meeting to order at 7:00 P.M.

Roll Call: Vice-Mayor Cameron May; Councilor Ron Delaney; Councilor Ilan G. Kaufer; Councilor Jim Kuretski; Interim Town Manager Frank Kitzerow; Town Attorney Thomas J. Baird and Town Clerk Laura E. Cahill. Mayor Todd R. Wodraska was absent.

CITIZEN COMMENTS – Yes (2)

All Non-agenda items are limited to three (3) minutes. Anyone wishing to speak is asked to state his/her name and address for the record prior to addressing the Town Council. **Council will not discuss these items this evening. Any issues will be referred to Staff for investigation; a report will be forwarded to Council; and citizens will be contacted.**

MINUTES

1. December 21, 2021 Town Council Meeting Minutes.

Councilor Kaufer moved to approve the December 21, 2021 Town Council Meeting Minutes; seconded by Councilor Delaney; motion passed.

May
Yes

Delaney
Yes

Kaufer
Yes

Kuretski
Yes

REGULAR AGENDA

PUBLIC BUSINESS

2. Resolution 125-21, Approving award EPW 2022-01 Indiantown Road from U.S. Highway One to A1A to FG Construction, LLC in an amount not to exceed \$4,185,083.86.

Councilor Kaufer moved to deny Resolution 125-21; seconded by Councilor Delaney; motion passed.

May
Yes

Delaney
Yes

Kaufer
Yes

Kuretski
Yes

2.1. Approving a contract with Mercer Group executive search firm to complete the search for the Town Manager position.

Councilor Delaney moved to approve a contract with Mercer Group executive search firm to complete the search for the Town Manager position and for the Town to construct a Committee of employees to give feedback and input; seconded by Councilor Kuretski; motion passed.

May
Yes

Delaney
Yes

Kaufer
Yes

Kuretski
Yes

PRESENTATION

3. Waste Management Franchise agreement update.

REPORTS

TOWN ATTORNEY - NONE

TOWN MANAGER - YES

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS - YES

ADJOURNMENT - 8:34 P.M.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

KEVIN J. THIBAUT, P.E.
SECRETARY

January 19, 2022

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

**SUBJECT: Palm Beach Transportation Planning Agency
TIP Amendment Request FY 2021/22 – 2025/26
FM # 449520-1 ADVANCED WWD DETECTION SYSTEM PALM BEACH
COUNTY**

Dear Ms. Neilson:

Pursuant to *Part IV – Chapter 5: Statewide and Local Transportation Improvement Programs (STIP and TIP) of the Work Program Instructions*, the Florida Department of Transportation (FDOT) requests your processing and approval of the attached amendment to the FY 2021/22 – 2025/26 Transportation Improvement Program. This amendment is required because new projects have been added to the work program and needs to be reflected in the TIP. This is a new project solicitation for advance wrong way detection system at the following locations throughout Palm Beach County:

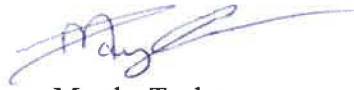
- SR-9/I-95 SB @ Hypoluxo Rd.
- SR-9/I-95 SB @ Linton Blvd.
- SR-9/I-95 NB @ Hypoluxo Rd.
- SR-9/I-95 SB @ 45th St.
- SR-9/I-95 SB @ Northlake Blvd.
- SR-9/I-95 SB & NB @ PB Int'l Airport
- SR-9/I-95 NB @ Atlantic Ave.
- SR-9/I-95 NB @ Belvedere Rd. Signal
- SR-9/I-95 SB @ 10th Ave. N

This Transportation Improvement Program Amendment should be consistent with the Adopted Long-Range Transportation Plan. The adopted TIP remains financially constrained. The TIP amendment is as follows:

PROPOSED	FM#	Project Title	Limits	Description	Project Length
	449520-1	ADVANCED WWD DETECTION SYSTEM PALM BEACH COUNTY	ADVANCED WWD DETECTION SYSTEM PALM BEACH COUNTY	NEW PROJECT SOLICITATION FOR ADVANCED WRONG WAY DETECTION SYSTEM AT HIGH PRIORITY LOCATIONS THROUGHOUT PALM BEACH COUNTY	26.278 MI
	Phase	Fund	FY 2022		
	PE	ACSS	500,000		
	TOTAL		500,000		

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

Sincerely,



Marsha Taylor
Planning Specialist
District Four

The above TIP amendment was authorized to be included in the FY 2021/22-2025/26 Transportation Improvement Program.

MPO Chairman or Designee

Date

Signature



Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

KEVIN J. THIBAUT, P.E.
SECRETARY

January 19, 2022

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

**SUBJECT: Palm Beach Transportation Planning Agency
TIP Amendment Request FY 2021/22 – 2025/26**

Dear Ms. Neilson:

Pursuant to *Part IV – Chapter 5: Statewide and Local Transportation Improvement Programs (STIP and TIP) of the Work Program Instructions*, the Florida Department of Transportation (FDOT) requests your processing and approval of the attached amendment to the FY 2021/22 – 2025/26 Transportation Improvement Program. This amendment is required because new projects have been added to the work program and needs to be reflected in the TIP. The projects provide Federal Transit Administration (FTA) Section 531 Operating Assistance to private non-profit organizations providing transportation services to seniors and/or people with disabilities. This is part of the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) and American Rescue Plan Act (ARPA) of 2021.

This Transportation Improvement Program Amendment should be consistent with the Adopted Long-Range Transportation Plan. The adopted TIP remains financially constrained. The TIP amendment is as follows:

PROPOSED	FM#	Project Title	Type of Work	Project Length
	450278-1	5310 OPERATING ASSISTANCE – THE MAE VOLEN CENTER	OPERATING FOR FIXED ROUTE	0.000 MI
	Phase	Fund	FY 2022	
	OPS	DU		50,000
	OPS	LF		50,000
	TOTAL			100,000

PROPOSED	FM#	Project Title	Type of Work	Project Length
	450452-1	5310 ARPA – THE MAE VOLEN SENIOR CENTER, INC – CAPITAL ASSISTANCE	PURCHASE VEHICLES/EQUIPMENT	0.000 MI
	Phase	Fund	FY 2022	
	CAP	DUCA		100,000
	TOTAL			100,000

PROPOSED	FM#	Project Title	Type of Work	Project Length
	450453-1	5310 ARPA - MAE VOLEN SENIOR CENTER, INC – CAPITAL ASSISTANCE	OPERATING FOR FIXED ROUTE	0.000 MI
	Phase	Fund	FY 2022	
	OPS	DUCA		79,426
	TOTAL			79,426

PROPOSED	FM#	Project Title	Type of Work	Project Length
	450475-1	5310 CRRSAA - THE MAE VOLEN SENIOR CENTER, INC.	OPERATING FOR FIXED ROUTE	0.000 MI
	Phase	Fund	FY 2022	
	OPS	DUCA		196,264
	TOTAL			196,264

PROPOSED	FM#	Project Title	Type of Work	Project Length
	450497-1	5310 CRRSAA – MACTOWN, INC OPERATING ASSISTANCE	OPERATING FOR FIXED ROUTE	0.000 MI
	Phase	Fund	FY 2022	
	OPS	DUCA		236,846
	TOTAL			236,846

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

Sincerely,



Marsha Taylor
Planning Specialist
District Four

The above TIP amendment was authorized to be included in the FY 2021/22-2025/26 Transportation Improvement Program.

MPO Chairman or Designee

Date

Signature

TPA RESOLUTION 2022-XX

A RESOLUTION ESTABLISHING 2022 SAFETY TARGETS

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

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

WHEREAS, the Metropolitan Planning Organization Advisory Council (MPOAC), FHWA, the Florida Department of Transportation (FDOT), and numerous other federal and state agencies support “Vision Zero,” a multi-national strategy to eliminate all traffic-related fatalities and serious injuries; and

WHEREAS, since 2018 the TPA has annually chosen to support the FDOT-established safety targets of zero fatalities and serious injuries; and

WHEREAS, FDOT has established the following targets for 2022:

Performance Measure	2022 Target
Fatalities	0
Fatalities per 100 million vehicle miles traveled (VMT)	0
Serious Injuries	0
Serious Injuries per 100 million vehicle miles traveled (VMT)	0
Pedestrian and Bicyclist Fatalities and Serious Injuries	0

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:

- Adopts the FDOT safety targets for 2022;
- Directs TPA staff to integrate these targets into the Long Range Transportation Plan (LRTP) and Transportation Improvement Program (TIP) as administrative modifications;
- Reaffirms direction to TPA staff to continue implementing and evaluating the Vision Zero Action Plan; and
- Directs TPA staff to monitor the safety performance measures, report on progress, and recommend modifications to safety targets annually.

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 17th day of February 2022.

PALM BEACH MPO, d/b/a PALM BEACH TRANSPORTATION
PLANNING AGENCY

By: _____
Mayor Robert S. Weinroth, as its Chair


ATTEST:

Margarita Pierce, TPA Executive Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Paul R. Gougelman, TPA General Counsel





Required Safety Measures

Federal regulations require the TPA to annually adopt safety targets by February

Number of Fatalities	Rate of Fatalities per 100 million vehicle miles traveled (VMT)
Number of Serious Injuries	Rate of Serious Injuries per 100 million vehicle miles traveled (VMT)
Number of Non-Motorized Fatalities and Serious Injuries	

2

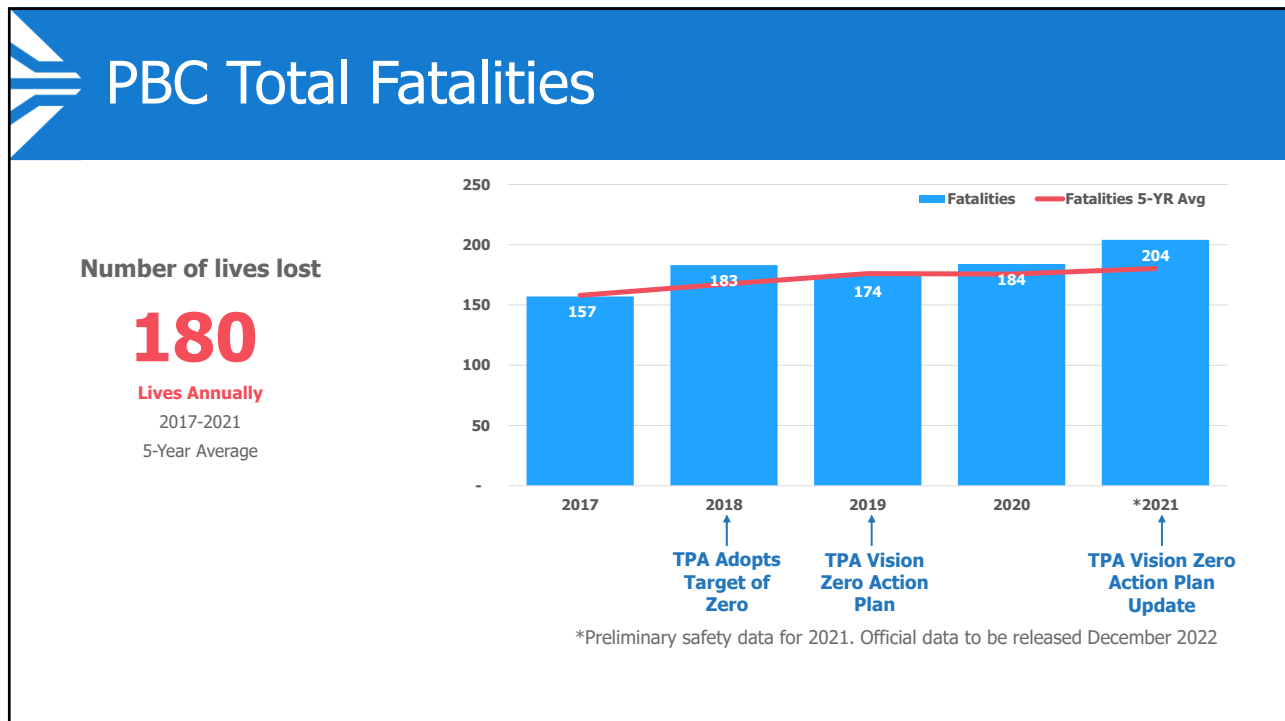
Previous Targets

FDOT Statewide Target is ZERO

TPA has adopted target of ZERO in 2018, 2019, 2020, and 2021

TPA adopted a Vision Zero Action Plan in 2019 and updated in 2021

PalmBeachTPA.org/Safety



Safety Performance							
Performance Measures	2017	2018	2019	2020	2021	Annual Trend	2021 Target
Fatalities	157	183	174	184	204	↑	0
Fatality rate per 100 million VMT	1.12	1.29	1.11	1.39	<i>*Not available</i>	↑	0
Serious injuries	1,123	1,194	1,020	916	890	↓	0
Serious injury rate per 100 million VMT	8.00	8.42	6.50	6.91	<i>*Not available</i>	↑	0
Non-motorized fatalities and serious injuries	209	214	217	198	189	↑	0
<i>*Crash rates not available until release of vehicle miles traveled data</i>			Official FDOT data		Preliminary Signal4 data		

Recommended 2022 Safety Targets

- Re-adopt TPA Target of Zero set in 2018-2021
- Align with State Target of Zero for 2022

TRADITIONAL APPROACH	VS	VISION ZERO
Traffic deaths are INEVITABLE		Traffic deaths are PREVENTABLE
PERFECT human behavior		Integrate HUMAN FAILING in approach
Prevent COLLISIONS		Prevent FATAL AND SEVERE CRASHES
INDIVIDUAL responsibility		SYSTEMS approach
Saving lives is EXPENSIVE		Saving lives is NOT EXPENSIVE





What are we doing about it?

- Vision Zero Action Plan implementation, including:

- ❑ Establishing Vision Zero Communities

- ✓ West Palm Beach, Boynton Beach, Palm Beach Gardens, & Delray Beach

- ❑ TPA Vision Zero Workshop Spring 2022

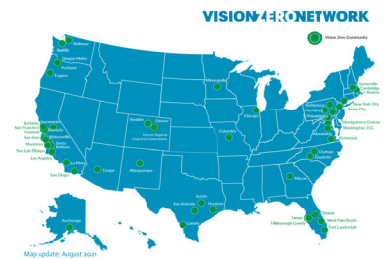
- ❑ Revising TPA committees to add safety partners

- Prioritizing safety in TPA funded projects

- Infrastructure Law Safety & Vision Zero Funding

- ❑ TPA Webinar March 1, 2022 : www.PalmBeachTPA.org/InfrastructureLaw

VISION ZERO COMMUNITIES



MOTION TO ADOPT:
A Resolution Approving 2022 Safety Targets

Section 5. ~~Bicycle Trailways Pedestrian~~ ~~Advisory Committee (BTPAC)~~ Vision Zero Advisory Committee (VZAC)

5.1 Role and Function

The ~~PBSC~~VZAC serves in an advisory capacity to the TPA Governing Board to advance those elements of the TPA's Vision Zero Action Plan oriented around pedestrian and bicycle safety, and to provide technical review, comments and recommendations on non-motorized means of travel such as walking and bicycling, as well as greenways and blueways travel facilities, and their interface with other modes of transportation. ~~The BTPAC shall~~ address other matters and concerns when directed by the TPA. It shall be the function of the ~~BTPAC~~VZAC to review and make recommendations to the TPA Governing Board regarding ~~the non-motorized elements of:~~

- Applications submitted for funding through the annual Transportation Alternatives Program (including review, evaluation, and ranking) ~~and any other competitive funding programs aimed at non-motorized transportation projects that may arise for BTPAC evaluation;~~
- The TPA's Long Range Transportation Plan (LRTP), Priority Project Lists, Transportation Improvement Programs (TIP), and Unified Planning Work Programs (UPWP);
- Other TPA-led transportation plans, studies and reports;
- Transportation plans, studies, reports, and project designs presented to the TPA by partner agencies (FDOT, PBC Engineering, Municipalities, SFRTA, Palm Tran, Seaport, Airport, etc.);
- Regional transportation plans, studies, reports, and projects; and
- Other items of interest as determined by the TPA or the VZAC.

5.2 Membership

- A. Number of VZAC Members - The number of VZAC Members for the TPA shall be as determined by the TPA Governing Board. An agency seeking membership on the VZAC shall submit a written request to the TPA for consideration and approval by the TPA Governing Board. The TPA Governing Board has final approval of membership. If FDOT seeks membership on the VZAC their Representative and Alternate would serve as a non-voting advisor.
- B. VZAC Representatives - Each VZAC Member shall nominate a VZAC Representative by submitting a written nomination and a description of the individual's credentials to the TPA for consideration and approval by the TPA Governing Board. No advisory committee Representative may serve on more than one advisory committee to the TPA Governing Board at any time. The membership of the VZAC shall include representatives of local governments, law enforcement and fire rescues services, school district, health department, active transportation advocacy groups, and other entities as deemed appropriate by the TPA Board to advance those elements of the TPA's Vision Zero Action Plan oriented around pedestrian and bicycle safety.

- C. VZAC Alternates - Each VZAC Member may nominate a VZAC Alternate(s) with a description of the individual's credentials and submit the nomination in writing to the TPA for consideration and approval by the TPA Governing Board. The VZAC Alternate must meet the same qualifications as a VZAC Representative. A VZAC Alternate may serve as a VZAC Representative for the VZAC Member during any meeting, or portion of a meeting, where that VZAC Member's Representative is not in attendance. No advisory committee Alternate may serve on more than one advisory committee to the TPA Governing Board at any time.
- D. Term Limits for VZAC Representatives and Alternates - VZAC Representatives and VZAC Alternates shall serve at the pleasure of the TPA Governing Board for a three (3) year term. VZAC Representatives and Alternates may be reappointed by the TPA Governing Board and are not required to submit an updated letter of request or credentials.

5.3 Officers

- A. Officers - The officers of the VZAC shall consist of a Chair and a Vice Chair.
- B. Elections - The officers shall be elected annually at the last regularly scheduled meeting of the calendar year. The newly elected officers shall take office at the first regularly scheduled meeting of the following calendar year. Additional elections may be held as necessary if an officer cannot carry out their duties and complete the remainder of the appointed term.
- C. Term of Office - The term of office for officers shall be one (1) calendar year.
- D. Duties of Officers - The Chair shall call and preside at VZAC meetings and sign official documents for the VZAC. In the Chair's absence, the Vice Chair shall preside and complete all other duties of the Chair. In the absence of both the Chair and the Vice Chair, the Members present shall elect a Chair Pro-Tem to preside and complete all other duties of the Chair.

In the event that the Chair is unable to carry out their duties for the remainder of the term, the Vice Chair shall automatically become Chair and a new Vice Chair shall be elected for the remainder of the term.

5.4 Meetings

- A. Regular Meetings - Meetings will be held on the first Thursday of each month, except as noted on the meeting calendar published to the public on the TPA website. A quorum is required to vote on issues for recommendation to the TPA Board. If a quorum cannot be established, action items on the agenda will receive a consensus, which will be forwarded to the TPA Board. The TPA Executive Director may cancel regular meetings should there be insufficient business on the VZAC agenda or a lack of anticipated quorum.
- B. Special Meetings - Special meetings may be called by the Chair with three (3) day notice. Whenever possible, at least seven (7) day notice shall be given.
- C. Attendance - Each VZAC Representative shall be expected to attend each regular meeting. It shall be the obligation of a VZAC Representative to provide reasonable notice to the VZAC Alternate when the VZAC Representative will not be attending a meeting, and to provide at least 24-hours advance notice to the TPA when neither a Representative nor Alternate will be attending a

meeting. An absence without advance notice and without having an Alternate in attendance will be considered unexcused.

VZAC Representatives shall be automatically removed for lack of attendance. Lack of attendance is defined as unexcused absence at three (3) consecutive meetings. Further, VZAC Members that do not have a VZAC Representative or VZAC Alternate for three (3) consecutive meetings will be presented to the TPA Board for consideration and removal from the committee.

- D. Agenda - The TPA staff, in consultation with the Chair, shall create a published list of items for decision (consent and action items), discussion (special presentations, reports, and information items), and receipt without discussion (administrative items) at a meeting. The agenda and any backup material for a VZAC meeting shall be published for the public on the TPA website at least seven (7) days prior to the meeting or as early as practicable. When good cause is shown in the judgment of the VZAC, at the request of a VZAC Representative, Alternate, or the TPA Executive Director, an additional item(s) may be added to the agenda prior to adoption of the agenda for a given meeting. Addition of an item to the agenda is subject to approval by a majority of the VZAC Representatives/Alternates voting at the meeting; provided, that consideration of such item(s) is consistent with the TPA's Public Participation Plan noticing requirements.

VZAC Representatives wishing to add an agenda item, or organizations wishing to make a presentation to the VZAC must contact the TPA Executive Director at least ten (10) days prior to the meeting.

- E. Voting Procedures - The Chair and any VZAC Representative may call for a vote on any issue, provided that it is seconded and within the purposes set forth on the agenda. At any given meeting, if a VZAC Representative(s) is absent, the VZAC Alternate(s), may vote in place of the absent Representative(s).

Voting shall be by voice but the minutes shall contain sufficient detail to record the vote of each VZAC Representative/Alternate. A Roll Call vote shall be held upon the request of the Chair, a VZAC Representative, or the TPA Executive Director. A tie vote shall be interpreted as a failure to approve the motion made.

Any VZAC Representative who voted on the prevailing side may make a motion for reconsideration at the meeting during which the vote was taken or at the next regularly scheduled meeting unless the action for which the vote was taken has been executed by the next regularly scheduled meeting and cannot be undone. A VZAC Representative desiring to request reconsideration of a matter shall advise the Executive Director no less than ten (10) days prior to the meeting. The TPA Executive Director shall endeavor to provide notice of the request to the VZAC Members prior to the meeting. Any VZAC Representative who was not in attendance at the meeting at which the vote was taken shall be deemed to be on the prevailing side, unless the absence was unexcused. A motion to reconsider cannot be renewed if it has been voted on and defeated, except by unanimous consent of those voting VZAC Representatives present at the meeting. Proxy and absentee voting are not permitted.

VZAC Representatives/Alternates may not abstain from voting, unless the Representative/Alternate has a voting conflict of interest as defined by Section 112.3143, F.S., or

unless the matter is quasi-judicial in nature and the abstention is to avoid prejudice or bias as provided in Section 286.012, F.S.

If a VZAC Representative/Alternate is going to abstain from voting, the member must declare the conflict at the beginning of the public meeting and not participate in the discussion of the item. The Representative/Alternate must then submit a completed Florida Commission on Ethics - Form 8B to the TPA secretary within 15 days after the abstention occurs.

- F. Public Comment Procedures - All VZAC meetings shall be open to the public. Members of the public are permitted to speak on any topics not on the agenda during the General Public Comment period by providing a Speaker Card to the TPA Executive Director, or the Director's designee, prior to the commencement of, or during the meeting. Members of the public may speak on agenda items following presentation of the item to the VZAC by providing a Speaker Card to the TPA Executive Director, or the Director's designee. Public comment shall be limited to three (3) minutes, unless the Chair authorizes an extension of time.
- G. Florida's Open Meetings Law - Every VZAC Representative/Alternate shall comply with the State's Open Meetings Law. This includes not discussing current agenda items or other matters that may foreseeably come before the VZAC for action with other VZAC Representatives outside of a noticed meeting.



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

Goal 1: Preserve

Maintenance

Pavement

	2016	2017	2018	2019	2020	2021	Value	Time Frame
Interstate in Good Condition	62.4%	55.2%	23.2%	61.2%	53.2%	N/A	≥ 60.0%	< 5 yrs
Interstate in Poor Condition	0.0%	0.0%	0.0%	0.0%	0.2%	N/A	≤ 5.0%	< 5 yrs
Non-Interstate NHS in Good Condition	41.7%	40.3%	39.9%	44.0%	N/A	N/A	≥ 40.0%	< 5 yrs
Non-Interstate NHS in Poor Condition	0.4%	0.5%	0.1%	0.1%	N/A	N/A	≤ 5.0%	< 5 yrs

Bridges

NHS bridges in Good Condition		87.7%	88.1%	87.4%	85.2%	82.2%	≥ 50.0%	< 5 yrs
NHS bridges in Poor Condition		1.2%	1.1%	1.0%	1.0%	1.0%	≤ 5.0%	< 5 yrs

Transit

Percentage of Palm Tran infrastructure exceeding useful life for:

Vehicles - Articulated Bus (> 14 yrs old)	-	-	0%	0%	0%	0%	≤ 10%	< 5 yrs
Vehicles - Fixed Route Bus (> 14 yrs old)			0%	0%	15.8%	17.6%	≤ 10%	< 5 yrs
Vehicles - Cutaway Bus (> 10 yrs old)			0%	1.7%	46.5%	9.2%	≤ 10%	< 5 yrs
Equipment - Automobiles (> 4 yrs old or 100,000 miles)	-	-	26%	31.1%	15.3%	34.6%	≤ 20%	< 5 yrs
Equipment - Trucks (> 4 yrs old or 100,000 miles)			26%	29%	33.3%	27.9%	≤ 20%	< 5 yrs
Facilities (<2.5 on 1-5 scale)	-	-	0%	0%	0%	0%	0%	< 5 yrs

Percentage of Tri-Rail infrastructure exceeding useful life for:

Equipment - Support & Maintenance Vehicles (>8 yrs old)	-	-	0%	22%	22.2%	N/A	0%	< 5 yrs
Equipment - Other vehicles (<2.5 on 1-5 scale)	-	-	0%	0%	0%	N/A	0%	< 5 yrs
Rolling stock - locomotives, coach cars, self-propelled cars (>39 yrs old)	-	-	0%	25%	25%	N/A	0%	< 5 yrs
Rolling Stock - cutaway buses (>10 yrs old)	-	-	0%	0%	0%	N/A	0%	< 5 yrs

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

Passenger Terminals	-	-	30%	30%	5%	N/A	≤ 30%	< 5 yrs
Maintenance Facilities	-	-	30%	30%	5%	N/A	≤ 30%	< 5 yrs
Administrative Offices	-	-	0%	0%	0%	N/A	0%	< 5 yrs
Rail fixed-guideway track with performance restrictions	-	-	8%	8%	3.5%	N/A	≤ 8%	< 5 yrs

Environment

Daily fuel use (gal) per person	1.27	1.29	1.29	1.28	1.14	N/A	≤ 1.25	10 yrs
Daily Vehicle Miles Traveled per person	27.2	26.8	27.2	27.3	24.2	N/A	≤ 21	10 yrs
% electric vehicles in rubber-tire transit fleet	0%	0%	0%	0%	0%	N/A	75%	10 yrs

Resiliency

Percentage of federal aid eligible mileage susceptible to inundation by:

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

X.XX% Target met or improving

X.XX% Target not met or declining



2021 PERFORMANCE MEASURES REPORT CARD

Updated as of 1/26/2022. Full details available at PalmBeachTPA.org/PM

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

	Actual Values						Targets	
	2016	2017	2018	2019	2020	2021	Value	Time Frame
Goal 2: Safe								
Vision Zero								
Number of fatalities	180	157	183	174	184	204*	0	< 5 yrs
Rate of fatalities per 100 million vehicle miles traveled (VMT)	1.30	1.12	1.29	1.11	1.38	N/A	0	< 5 yrs
Number of serious Injuries	1,128	1,123	1,193	1,021	916	886*	0	< 5 yrs
Rate of serious injuries per 100 million vehicle miles traveled (VMT)	8.13	8.00	8.42	6.50	6.91	N/A	0	< 5 yrs
Number of non-motorized fatalities and serious injuries combined	196	209	214	217	198	189*	0	< 5 yrs
Number of rail fatalities	8	12	12	14	10	7*	0	< 5 yrs
Goal 3: Efficient								
Reliability								
Percent of reliable person-miles traveled on the Interstate	86%	84%	85%	78%	94%	N/A	≥ 85%	< 5 yrs
Percent of reliable person-miles traveled on the non-Interstate NHS	48%	89%	93%	94%	98%	N/A	≥ 93%	< 5 yrs
Truck travel time reliability ratio (TTTR) on the Interstate	1.84	1.72	1.77	1.86	1.66	N/A	≤ 1.75	< 5 yrs
Ratio of transit v. car average commute time	1.97	1.97	1.98	2.11	N/A	N/A	≤ 1.75	10 yrs
Productivity								
Passenger trips per revenue hour								
for Tri-Rail service	36.41	34.96	34.76	35.1	31.2	N/A	40	10 yrs
for Palm Tran fixed route service	22.39	18.40	20.07	17.80	15.5	N/A	30	10 yrs

X.XX% Target met or improving

X.XX% Target not met or declining

*Preliminary safety data for 2021. Official data to be released December 2022



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

	Actual Values						Targets	
	2016	2017	2018	2019	2020	2021	Value	Time Frame
Goal 4: Connected								
Complete Streets								
Centerline mileage of federal aid eligible roadways that include:								
Separated bike lanes	0	0	0	0	0.2	0.2	20	10 yrs
10-ft or wider shared use pathways	50	50	72	83	89	87	100	10 yrs
8 to 9-ft paved pathways	-	-	294	296	296	293	305	10 yrs
Buffered bike lanes	8	8	12	12	12	12	20	10 yrs
Designated bike lanes	180	180	200	202	225	246	300	10 yrs
Sidewalks	-	-	1,165	1,173	1,178	1,183	1,300	10 yrs
Health & Equity								
Percentage of federal aid eligible mileage with:								
Bicycle facilities within 3 miles of a transit hub	17.3%	17.3%	20.1%	20.1%	20.6%	N/A	100%	10 yrs
Pedestrian facilities within 1 mile of a transit hub	85.0%	85.0%	85.0%	85.0%	85.0%	N/A	100%	10 yrs
Pedestrian facilities within 2 miles of elementary schools	-	-	79.0%	79.4%	79.6%	N/A	≥90%	10 yrs
Pedestrian facilities within 1/4 mile of a traditionally underserved community	-	-	67.7%	70.9%	N/A	N/A	≥70%	10 yrs
Goal 5: Multimodal								
Commuter Mode Split								
Walking	1.49%	1.50%	1.48%	1.35%	N/A	N/A	≥ 5%	10 yrs
Biking	0.67%	0.62%	0.71%	0.61%	N/A	N/A	≥ 3%	10 yrs
Transit	1.97%	1.88%	1.81%	1.63%	N/A	N/A	≥ 7%	10 yrs
Freight								
Annual tonnage of freight for								
Port of Palm Beach	2.52M	2.48M	2.57M	2.31M	2.50M	N/A	3.0M	10 yrs
Palm Beach International Airport	23.6k	25.8k	26.8k	29.0k	29.5k	31.2	30.0k	10 yrs
<div> X.XX% Target met or improving X.XX% Target not met or declining </div>								

DECLARING MARCH 2022 AS FLORIDA BICYCLE MONTH

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

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

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

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

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

WHEREAS, through these efforts, Palm Beach County now has over 255 miles of designated bicycle facilities, with more than 600 miles of additional bicycle facilities planned and will continue to promote a connected network of improved bicycle level of service.

NOW, THEREFORE, BE IT PROCLAIMED BY THE [INSERT MUNICIPALITY], assembled in regular session this [INSERT DATE] day of March 2022, that the month of March 2022, in [INSERT MUNICIPALITY], is hereby proclaimed

Florida Bicycle Month

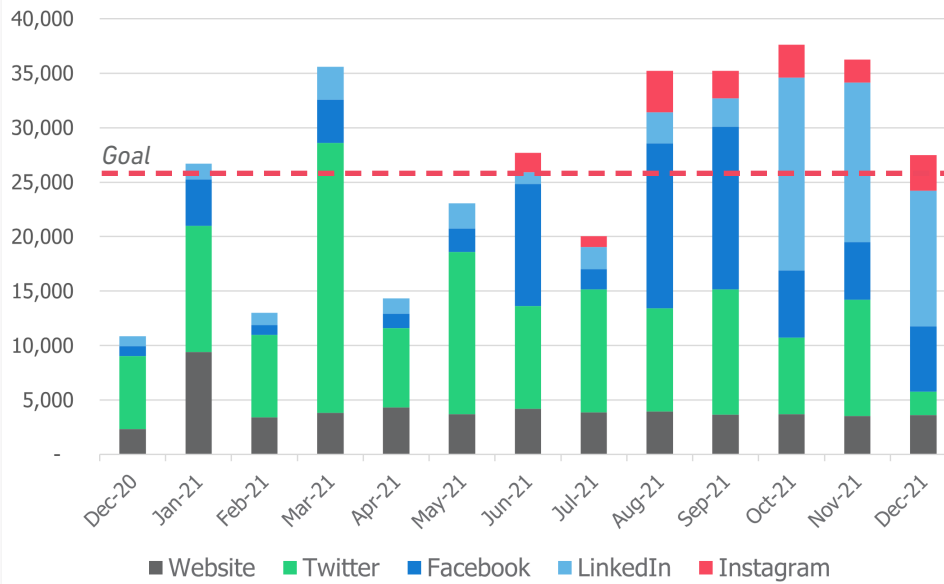
BE IT FURTHER PROCLAIMED BY THE [INSERT MUNICIPALITY], that this proclamation is duly sealed, ribboned and executed by the members of this [INSERT COMMISSION/COUNCIL]. The foregoing proclamation was sponsored by Honorable Mayor [INSERT NAME], and upon unanimous consent of the [INSERT COMMISSION/COUNCIL],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

Public Involvement Activity Report 4.A.1

December 2021

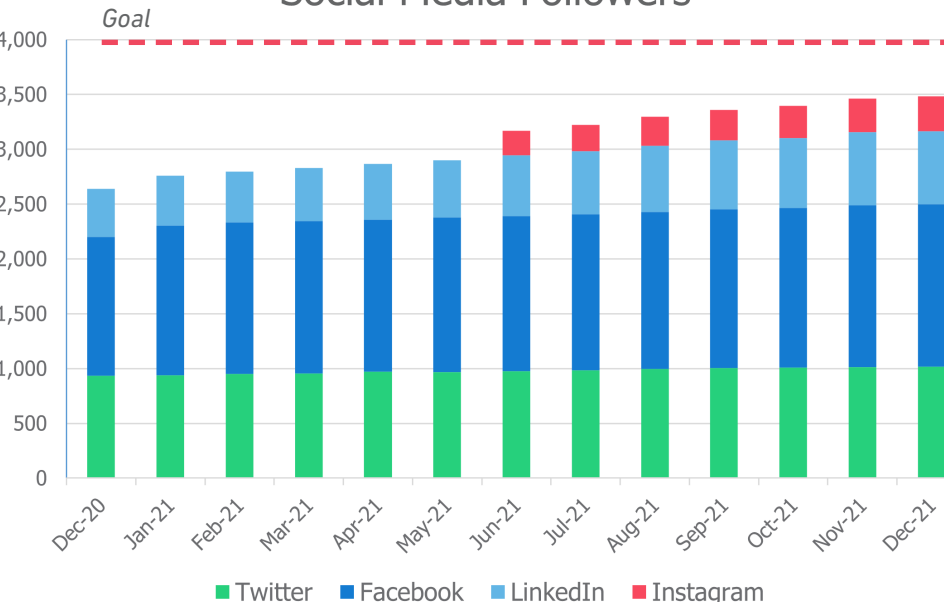
FY 22 Strategic Plan Goal 1.B Expand Social Media Following

Social Media Impressions



FY 22 Strategic Plan Goal 1.B Expand Social Media Following

Social Media Followers



FY 22 Strategic Plan Goal 1.D: Increase public awareness of the TPA Goal: 40 TPA-related media stories Current: 21 TPA-related media stories

CBS 12: Transportation Surtax Roundtable



WLRN: Local Infrastructure Deal Impacts



Total December Media Coverage

	Total National TV Audience 2,901,815
	Total Radio Audience 529,490
	Total Online + Print Audience 421,910
	Total Local TV Audience 220,790
	Total Local TV Publicity USD \$96,246
	Total National TV Publicity USD \$1,155,129

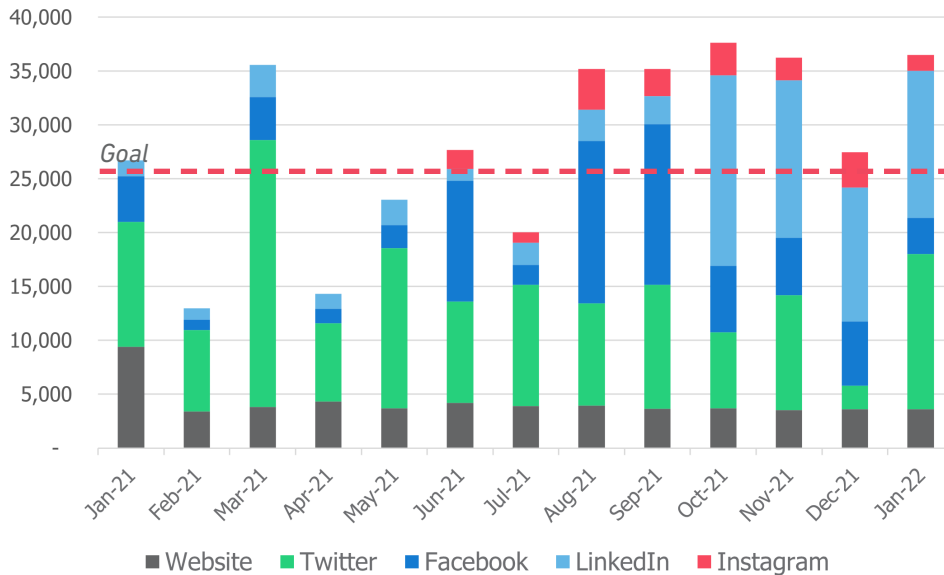
[View this month's media report](#)

Public Involvement Activity Report

January 2022

FY 22 Strategic Plan Goal 1.B Expand Social Media Following

Social Media Impressions



FY 22 Strategic Plan Goal 1.D: Increase public awareness of the TPA Goal: 40 TPA-related media stories Current: 23 TPA-related media stories

Total January Media Coverage



Total Online + Print Audience

14,484,167

Total Online + Print Publicity

USD \$227,590

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

Social Media Spotlight



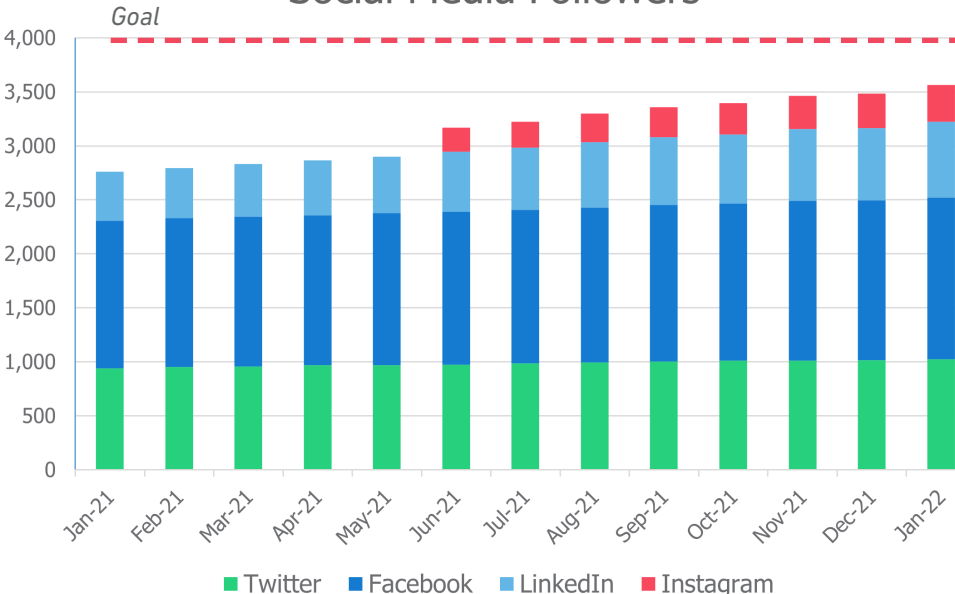
Palm Beach Transportation Planning Agency (TPA)

706 followers
3w • 5

Welcome to our new Interim Executive Director, Valerie Neilson! Valerie previously served at the TPA as the Deputy Director of Multimodal Development and we are excited to have her lead us into 2022. Join us in congratulating Valerie!

FY 22 Strategic Plan Goal 1.B Expand Social Media Following

Social Media Followers



Welcome Interim Executive Director

Valerie Neilson, AICP



PALM BEACH
Transportation
Planning Agency

Conor Campobasso and 262 others

35 comments

10,341
Impressions

263
Reactions

3.37%
Click-through
rate

35
Comments

4
Shares

348
Clicks

6.29%
Engagement rate

Project Scheduling Report – February 2022

4.A.2

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 (MMS)	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	FDOT conducts public information workshop.
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 Larry Wallace at larry.wallace@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					
4369631	I-95 AT 6TH AVE S	INTERCHANGE - ADD LANES	FDOT	Biddability	2/2/2022
4397581	I-95 AT INDIANTOWN RD	INTERCHANGE - ADD LANES	FDOT	Constructability Plans	2/4/2022
4417221	SOUTHERN BLVD/SR-80 AT AUSTRALIAN AVE	INTERSECTION IMPROVEMENT	FDOT	Letting	2/4/2022
4465511	BEELINE HWY/SR-710 FROM MARTIN COUNTY LINE TO OLD DIXIE HIGHWAY	ARTERIAL TRAFFIC MGMT SYSTEMS	FDOT	Kickoff Meeting	2/22/2022
4378681	SOUTHERN BLVD/SR-80 AT SR-7/US-441	ADD TURN LANE(S)	FDOT	Initial Engineering	2/24/2022
4132601	I-95 AT PALM BEACH LAKES BLVD	INTERCHANGE - ADD LANES	FDOT	Agency Scope Review	2/24/2022
4435901	I-95 AT PGA BLVD	ADD SPECIAL USE LANE	FDOT	Letting	3/4/2022
4417221	SOUTHERN BLVD/SR-80 AT AUSTRALIAN AVE	INTERSECTION IMPROVEMENT	FDOT	Construction Notice to Proceed (NTP)	3/7/2022
4465511	BEELINE HWY/SR-710 FROM MARTIN COUNTY LINE TO OLD DIXIE HIGHWAY	ARTERIAL TRAFFIC MGMT SYSTEMS	FDOT	Initial Field Review	3/22/2022
4465511	BEELINE HWY/SR-710 FROM MARTIN COUNTY LINE TO OLD DIXIE HIGHWAY	ARTERIAL TRAFFIC MGMT SYSTEMS	FDOT	Execution Date (Design)	3/25/2022
State Road Modifications					
4400461	LAKE WORTH RD/SR-802 ROUNDABOUT PEDESTRIAN IMPROVEMENTS	PEDESTRIAN SAFETY IMPROVEMENT	FDOT	Production	3/7/2022
2296584	ATLANTIC AVE/SR-806 FROM SR-7/US-441 TO WEST OF LYONS RD	ADD LANES & RECONSTRUCT	FDOT	Public Information Workshop	3/28/2022
2296646	SR-7 FROM 60TH ST TO NORTHLAKE BLVD	NEW ROAD CONSTRUCTION	FDOT	Letting	3/30/2022
2296647	SR-7 FROM OKEECHOBEE BLVD TO 60TH ST	ADD LANES & RECONSTRUCT	FDOT	Letting	3/30/2022
4417561	SR-80 FROM SR 15 TO CR 880	LIGHTING	FDOT	Initial Field Review	3/30/2022
4383862	US-1 FROM 59TH ST TO NORTHLAKE BLVD	BIKE LANE/SIDEWALK	FDOT	Initial Engineering	4/6/2022
Local Initiatives Program					
4415701	36TH ST FROM AUSTRALIAN AVE TO POINSETTA AVE	BIKE LANE/SIDEWALK	WEST PALM BEACH	Initial Engineering	2/1/2022
4400451	CITYWIDE PEDESTRIAN FACILITIES FOR INDIAN TRAIL IMPROVEMENT DISTRICT	PED FACILITIES	FDOT	Production	2/7/2022
Transportation Alternatives Program					
4443661	A1A/OCEAN DR FROM N OF DONALD ROSS RD TO S OF INDIANTOWN RD	SIGNING/PAVEMENT MARKINGS	PALM BEACH COUNTY	LAP Commitment	2/4/2022
4483031	CHERRY RD FROM MILITARY TRL TO QUAIL DR	BIKE LANE/SIDEWALK	PALM BEACH COUNTY	Kickoff Meeting	2/8/2022
4415271	NORTHMORE NEIGHBORHOOD VARIOUS LOCATIONS	SIDEWALK	WEST PALM BEACH	LAP Commitment	3/4/2022
4443501	CLEAR LAKE TRAIL FROM OKEECHOBEE BLVD/SR-704 TO PALM BEACH LAKES BLVD	BIKE PATH/TRAIL	WEST PALM BEACH	LAP Commitment	3/4/2022
Other FDOT & Local Projects					
4331097	I-95 AT PALMETTO PARK RD	LANDSCAPING	FDOT	Letting	1/28/2022
4417551	US-1/SR-5 FROM BROWARD COUNTY LINE TO SPANISH RIVER BLVD	ARTERIAL TRAFFIC MGMT SYSTEMS	FDOT	Biddability	2/7/2022
4190132	SOUTHERN BLVD/SR-80 FROM WASHINGTON AVE TO A1A	LANDSCAPING	FDOT	Construction Notice to Proceed (NTP)	2/9/2022

FM #	Location	Type of Work	Lead Agency	Phase Milestone	Date
4456281	INTERSECTION LIGHTING IMPROVEMENTS- PALM BEACH COUNTY	LIGHTING	FDOT	Initial Field Review	2/11/2022
4458821	SR-7/US-441 AT LAKE WORTH RD	INTERSECTION IMPROVEMENT	FDOT	Initial Field Review	2/16/2022
4417761	I-95 FROM S OF 10TH AVE N TO SR-882/FOREST HILL BLVD	ADV TRAVELER INFORMATION SYSTM	FDOT	Construction Notice to Proceed (NTP)	2/18/2022
4481361	SR-25/US-27 AT 27 MILES NORTH OF THE I-75/US-27 INTERCHANGE	NEW BRIDGE - NO ADDED CAPACITY	FDOT	Initial Field Review	3/1/2022
4417521	A1A ADJACENT TO JOHN D MACARTHUR BEACH STATE PARK	MISCELLANEOUS CONSTRUCTION	FDOT	Construction Notice to Proceed (NTP)	3/9/2022
4443401	I-95 AT 6TH AVE S	LANDSCAPING	FDOT	Agency Scope Review	3/9/2022
4456231	I-95 FROM SOUTH OF PALM BEACH LAKES BLVD TO NORTH OF 45TH ST	LIGHTING	FDOT	PSE Meeting	3/29/2022
4475491	FOREST HILL BLVD/SR-882 FROM OLIVE TREE BLVD TO JOG RD	LIGHTING	FDOT	Kickoff Meeting	4/6/2022
4456231	I-95 FROM SOUTH OF PALM BEACH LAKES BLVD TO NORTH OF 45TH ST	LIGHTING	FDOT	Biddability	4/7/2022
4475511	I-95 FROM 12TH AVE S TO 10TH AVE N	LIGHTING	FDOT	Kickoff Meeting	4/11/2022
4417751	LAKE WORTH RD/SR-802 FROM EB SR-802/LAKE AVE TO WB SR-802/LUCERNE AVE	TRAFFIC SIGNAL UPDATE	FDOT	Construction Notice to Proceed (NTP)	4/11/2022
4331093	I-95 FROM BROWARD COUNTY LINE TO LINTON BLVD - EXPRESS LANES	LANDSCAPING	FDOT	Constructability Plans	4/25/2022
Major Maintenance					
4476621	A1A FROM LINTON BLVD TO E ATLANTIC AVE	RESURFACING	FDOT	Execution Date (Design)	1/28/2022
4476571	YAMATO RD/SR-794 FROM WEST OF I-95 TO US-1/FEDERAL HWY	RESURFACING	FDOT	Kickoff Meeting	1/31/2022
4461011	SR-80/US-98 FROM EAST OF PARKER AVE TO WEST OF WASHINGTON RD	RESURFACING	FDOT	Biddability	2/7/2022
4461012	SR-80/US-98 FROM EAST OF PARKER AVE TO WEST OF WASHINGTON RD	BRIDGE REHABILITATION	FDOT	Biddability	2/7/2022
4461051	STATE MARKET RD FROM SR-15 TO US-441/E MAIN ST	RESURFACING	FDOT	Agency Scope Review	2/7/2022
4457691	A1A / BLUE HERON BLVD OVER INTRACOASTAL WATERWAY	BRIDGE-REPAIR/REHABILITATION	FDOT	Constructability Plans	2/8/2022
4463741	SR-700/CONNERS HWY FROM NORTH OF 1ST ST TO WEST OF SR-80	RESURFACING	FDOT	Constructability Plans	2/25/2022
4476711	OKEECHOBEE BLVD/SR-704 FROM W OF I-95 TO AUSTRALIAN AVE	RESURFACING	FDOT	Execution Date (Design)	3/4/2022
4428911	US-1 OVER EARMAN RIVER BRIDGE	BRIDGE REPLACEMENT	FDOT	Biddability	3/9/2022
4461761	A1A FROM S OF JOHN D MACARTHUR ENTRANCE TO PORTAGE LANDING NORTH	RESURFACING	FDOT	Initial Engineering	3/9/2022
4476621	A1A FROM LINTON BLVD TO E ATLANTIC AVE	RESURFACING	FDOT	Kickoff Meeting	3/11/2022
4461001	SR-80 FROM SR-25/US-27 TO EAST OF GLADES GLEN DR	RESURFACING	FDOT	Constructability Plans	3/15/2022
4476571	YAMATO RD/SR-794 FROM WEST OF I-95 TO US-1/FEDERAL HWY	RESURFACING	FDOT	Initial Field Review	3/15/2022
4398451	SR-715 FROM SR-80 TO W OF CANAL ST SOUTH	RESURFACING	FDOT	Constructability Plans	3/15/2022
4476711	OKEECHOBEE BLVD/SR-704 FROM W OF I-95 TO AUSTRALIAN AVE	RESURFACING	FDOT	Kickoff Meeting	3/16/2022
4476631	A1A FROM SOUTH OF LAKE AVE TO N OF IBIS WAY	RESURFACING	FDOT	Initial Field Review	3/17/2022
4461791	OKEECHOBEE BLVD FROM TAMARIND AVE TO WEST OF LAKEVIEW AVE	RESURFACING	FDOT	Initial Engineering	3/18/2022

FM #	Location	Type of Work	Lead Agency	Phase Milestone	Date
4476691	E OCEAN AVE/SR-804 FROM SR-5/US-1 TO A1A	RESURFACING	FDOT	Kickoff Meeting	3/18/2022
4476651	BOYNTON BEACH BLVD/SR-804 FROM SR-7/US-441 TO LYONS RD	RESURFACING	FDOT	Kickoff Meeting	3/30/2022
4461051	STATE MARKET RD FROM SR-15 TO US-441/E MAIN ST	RESURFACING	FDOT	Initial Engineering	4/6/2022
4476581	US-1 FROM BAILEY ST TO HARBOURSIDE DR	RESURFACING	FDOT	Execution Date (Design)	4/8/2022
4461751	A1A FROM N OF EMERALDA BCH WAY TO SOUTH OF SR-704/ROYAL PALM WAY	RESURFACING	FDOT	Initial Engineering	4/12/2022
4476671	BOYNTON BEACH BLVD/SR-804 FROM N CONGRESS AVE TO NW 8TH ST	RESURFACING	FDOT	Execution Date (Design)	4/15/2022
4476601	SR-5/FEDERAL HWY FROM 6TH AVE N TO ARLINGTON RD	RESURFACING	FDOT	Execution Date (Design)	4/15/2022
4461021	SR-15 FROM N OF 1ST ST TO PALM BEACH/MARTIN COUNTY LINE	RESURFACING	FDOT	Public Information Workshop	4/18/2022
4457691	A1A / BLUE HERON BLVD OVER INTRACOASTAL WATERWAY	BRIDGE-REPAIR/REHABILITATION	FDOT	Public Information Workshop	4/19/2022
4476621	A1A FROM LINTON BLVD TO E ATLANTIC AVE	RESURFACING	FDOT	Initial Field Review	4/25/2022
4461021	SR-15 FROM N OF 1ST ST TO PALM BEACH/MARTIN COUNTY LINE	RESURFACING	FDOT	PSE Meeting	4/25/2022
4461041	LAKE AVE/LUCERNE AVE FROM EAST OF A ST TO EAST OF GOLFVIEW RD	RESURFACING	FDOT	Constructability Plans	4/26/2022



PALM BEACH 4.A.3 Transportation Planning Agency

Fiscal Report

FY 2022 2nd Quarter
Period 10/01/2021-12/31/2021

Grant Funded Activities	Annual Budget	Budget YTD	Actual YTD	Variance ¹
Revenue Source				
Federal Highway Administration (FHWA)	\$ 2,918,452	\$ 1,504,976	\$ 1,583,660	5%
Federal Transit Administration (FTA)	\$ 590,245	\$ 295,123	\$ 318,283	8%
Commission for Transportation Disadvantaged	\$ 49,871	\$ 24,936	\$ 28,186	13%
Total Revenue	\$ 3,558,568	\$ 1,825,034	\$ 1,930,130	6%
Expenditures				
Personnel & Benefits	\$ 1,967,989	\$ 983,995	\$ 897,570	-9%
Travel & Training	\$ 78,000	\$ 39,000	\$ 20,709	-47%
Consultant Services	\$ 862,572	\$ 431,286	\$ 579,820	34%
Direct Expenses				
Facilities	\$ 320,000	\$ 160,000	\$ 194,530	22%
Professional Services	\$ 79,000	\$ 39,500	\$ 9,820	-75%
Administrative Services & Fees	\$ 36,000	\$ 18,000	\$ 10,572	-41%
Graphics & Legal Advertising	\$ 20,800	\$ 10,400	\$ 4,518	-57%
Operational Supplies & Equipment ²	\$ 92,707	\$ 46,354	\$ 99,628	115%
Capital Equipment & Improvements	\$ 10,000	\$ 5,000	\$ -	-100%
Total Expenditures	\$ 3,467,068	\$ 1,733,534	\$ 1,817,168	5%
Transfers to Other Agencies³				
Transfer to FDOT D4	\$ 6,500	\$ 6,500	\$ 6,500	
Transfer to BROWARD MPO	\$ 20,000	\$ 20,000	\$ 20,000	0%
Transfer to MIAMI DADE TPO	\$ 65,000	\$ 65,000	\$ 65,000	0%
Total Transfers	\$ 91,500	\$ 91,500	\$ 91,500	0%
Total Expenditures & Transfers	\$ 3,558,568	\$ 1,825,034	\$ 1,908,668	5%
Net Revenue Less Expenditures & Transfers	\$ -	\$ -	\$ 21,462	

Locally Funded Activities	Annual Budget	Budget YTD	Actual YTD	Variance ¹
Revenue Source				
TPA Member Dues ⁴	\$ 141,121	\$ 141,121	\$ 137,236	-3%
Expenditures				
Maximize Agency Effectiveness	\$ 45,000	\$ 22,500	\$ 28,500	27%
Improve Public Engagement	\$ 40,000	\$ 20,000	\$ 8,585	-57%
Enhance Staff Performance	\$ 15,000	\$ 7,500	\$ 5,817	-22%
Total Expenditures	\$ 100,000	\$ 50,000	\$ 42,902	-14%
Net Revenue Less Expenditures⁵	\$ 41,121	\$ 91,121	\$ 94,334	

Notes

1. Variance is calculated as (Actual YTD - Budget YTD) / Budget YTD.
2. TPA utilizing carryover balance from FY21 in 2nd year of the UPWP.
3. Transfers to other Agencies occur in Q1.
4. 13/14 Member Dues received in Q2. Remaining Member Dues received in Q3.
5. Net revenue less expenditures for Locally Funded Activities will be applied to the TPA reserve fund at end of the fiscal year

Travel & Mileage Detail

FY 2022 2nd Quarter
Period 10/01/2021-12/31/2021

50401 Travel

Traveler	Date	Location	State	Reason/Purpose	Amount
Price	07/20-29/2021	Virtual	FL	ITE Annual Conference - Virtual	\$299.00
Pierce	9/21/2021	West Palm Beach	FL	PBC Member SHRM Meeting	43.00
Murray	9/30/2021	West Palm Beach	FL	BDB End of Year Luncheon	\$60.00
Uhren	9/30/2021	West Palm Beach	FL	BDB End of Year Luncheon	\$60.00
Gabriel	10/04-10/08/2021	Scottsdale	Arizona	2021 AMPO Annual Conference	\$1,925.38
Uhlir	10/04-10/09/2021	Scottsdale	Arizona	2021 AMPO Annual Conference	\$1,981.13
Murray	10/17-10/19/2021	Online	Virtual	PRSA 2021	\$495.00
Sparks	10/17-10/19/2021	ONline	Virtual	PRSA 2021	\$495.00
Rinehart	10/20/2021	Online	Virtual	Rail-Volution	\$300.00
Rinehart	10/25-10/26/2021	Daytona beach	FL	FPTA-CTD Conference	\$1,318.12
Grant	10/25-10/26/2021	Daytona beach	FL	FPTA-CTD Conference	\$879.82
Pierce	10/27-12/31/2021	Webinar	FL	Inclusive and Ethical Leadership	\$99.00
Uhlir	10/27-10/28/2021	Orlando	FL	MPOAC	\$384.40
Murray	10/28/2021	West Palm Beach	FL	BDB Q1 Luncheon	\$60.00
Uhren	10/28/2021	West Palm Beach	FL	BDB Q1 Luncheon	\$60.00
Pierce	11/9/2021	West Palm Beach	FL	PBC Member SHRM Meeting	43.00
Pierce	11/12/2021	West Palm Beach	FL	PB SHRM	\$59.62
Uhlir	12/7/2021	West Palm Beach	FL	Leadership Palm Beach Transpo Issues	\$30.00

Total Business Travel

\$8,130.47

50156 Tuition Reimbursement and Training

Staff Member	Description	Amount:
Hart	Contract Law Training	\$550.00
Frank	Tuition Reimbursement	\$2,500.00

Total Tuition and Training Reimbursements

\$3,050.00

50402 Mileage

Traveler	Period	Amount:
Murray	Oct-22	\$73.92
Campobasso	Aug-21	\$10.70
Murray	Nov-21	\$27.66
Frank	Nov-21	\$22.29
Sparks	Nov-21	\$27.66
Gabriel	Nov-21	\$44.63
Frank	Dec-21	\$17.02
Sparks	Dec-21	\$65.30

Total Vicinity Mileage

\$289.18

Total Period Travel

\$11,469.65