



## PALM BEACH MPO GOVERNING BOARD MEETING AGENDA

DATE: **Thursday, May 21, 2026**  
TIME: **9:30 a.m.**  
PLACE: **301 Datura Street, West Palm Beach, FL 33401**

Members of the public may [join the meeting](#) in person or virtually. For information on how to attend, visit [PalmBeachMPO.org/Meeting](http://PalmBeachMPO.org/Meeting). For assistance, please call 561-725-0800 or email [info@PalmBeachMPO.org](mailto:info@PalmBeachMPO.org).

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### 1. **REGULAR ITEMS**

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

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

- Written comments may be submitted at [PalmBeachMPO.org/Comment-Form](http://PalmBeachMPO.org/Comment-Form) at any time prior to the start of the relevant item.
- Virtual attendees may provide verbal comments using the “raise hand” feature in Zoom.
- In-person attendees may submit written or verbal comments using the comment card provided at the welcome table.

Public comments are limited to three minutes or less.

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

1. Governing Board Meeting Minutes for March 19, 2026
2. Appointment to the Vision Zero Advisory Committee (VZAC)
  - a. Tyler Tornese, City of Boynton Beach Representative
  - b. Keith Seago, Boca Raton Bicycle Club Alternate
  - c. Joyell Shaw, School District of Palm Beach County Alternate
3. Appointment to the Transportation Disadvantaged Local Coordinating Board
  - a. Judy Shanley, Children at Risk Representative
4. Certified Public Accountant (CPA) Services Agreement

Resolution approving an agreement with Palm Beach Accounting and Financial Services, LLC for CPA services through June 30, 2029, with two one-year extension options.

5. Legal Services Contract

Resolution approving an agreement with Weiss Serota Helfman Cole & Bierman, P.L., for legal services through June 30, 2029, with two one-year extension options.

6. Janitorial Services and Supply Contract

Resolution approving an agreement with Clean Space, LLC for janitorial services and supplies through June 30, 2029, with two one-year extension options.

2. **ACTION ITEMS**

A. MOTION TO APPOINT Transportation Disadvantaged Local Coordinating Board (LCB) Chair

Pursuant to Rule 41-2.012, Florida Administrative Code, the Palm Beach MPO Governing Board shall appoint an elected official to serve as Chair of the LCB, which advises Palm Tran Connection on transportation disadvantaged services. The Chair serves until the expiration of their elected term or until replaced by the MPO. The LCB meets quarterly at the MPO Office. For more information, visit [PalmBeachMPO.org/LCB](http://PalmBeachMPO.org/LCB).

B. MOTION TO ADOPT Amendment #1 to the Vision 2050 Long Range Transportation Plan (LRTP)

The LRTP is the MPO's 25-year vision for transportation in Palm Beach County and guides federal and state investment and decision-making towards the MPO's vision. This amendment moves CR-880 roadway reconstruction (LRTP# PAL0052) from the Illustrative List into the Cost Feasible Plan with design and construction funding. The LRTP Amendment summary is attached and can also be viewed at [PalmBeachMPO.org/LRTP](http://PalmBeachMPO.org/LRTP).

C. MOTION TO ADOPT Amendment #3 to the Fiscal Year (FY) 2026-2030 Transportation Improvement Program (TIP)

The TIP is the five-year federal and state funding program for transportation projects in Palm Beach County. This amendment adds design and construction funding to a new project, #4580941 CR-880 roadway construction. The TIP Amendment summary is attached and can also be viewed in the interactive TIP tool at [PalmBeachMPO.org/TIP](http://PalmBeachMPO.org/TIP).

3. **INFORMATION ITEMS**

A. Draft FY 2027 – 2031 TIP

The Draft FY 2027–2031 TIP was developed in collaboration with the Florida Department of Transportation (FDOT) and local agencies and includes federally and state-funded transportation projects across all modes. The TIP reflects revenue expectations for the next five fiscal years and programs projects by phase, year, and funding source. The TIP Executive Summary is attached; the full document is available at [PalmBeachMPO.org/TIP](http://PalmBeachMPO.org/TIP).

B. Partner Agency Updates

Representatives from FDOT, Palm Beach County, Palm Tran, SFRTA, and other transportation partner agencies may provide brief updates relevant to the MPO.

4. **ADMINISTRATIVE ITEMS**

A. FDOT Scheduling Report – May 2026

B. Public Involvement Activity Report – March and April 2026

C. Next Meeting – **June 18, 2026**

D. Adjournment

**NOTICE**

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

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

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

## MPO GOVERNING BOARD MEMBERS

### CHAIR

**Yvette Drucker, Council Member**  
City of Boca Raton

**Steve Wilson, Mayor**  
City of Belle Glade  
*Alternate:* Joaquin Almazan, Vice Mayor

**Michelle Grau, Deputy Mayor**  
City of Boca Raton

*Boca Raton Alternates:*  
Stacy Sipple, Council Member  
Jon Pearlman, Council Member

**Aimee Kelley, Commissioner**  
City of Boynton Beach  
*Alternate:* Thomas Turkin, Vice Mayor

**Tom Markert, Deputy Vice Mayor**  
City of Delray Beach  
*Alternate:* Judy Mollica, Commissioner

**Susy Diaz, Deputy Mayor**  
City of Greenacres  
*Alternate:* Judith Dugo, Councilmember

**Jim Kuretski, Mayor**  
Town of Jupiter  
*Alternate:* Ron Delaney, Councilor

**Christopher McVoy, Commissioner**  
City of Lake Worth Beach  
*Alternate:* Mimi May, Commissioner

**Dana Middleton, Mayor**  
City of Palm Beach Gardens  
*Alternate:* Marcie Tinsley, Councilmember

**Bev Smith, Mayor**  
Village of Palm Springs  
*Alternate:* Johnnie Tieche, Council Member

**Deandre Poole, Commissioner**  
Port of Palm Beach  
*Alternate:* Varisa Lall Dass, Commissioner

### VICE CHAIR

**Michael Napoleone, Mayor**  
Village of Wellington  
*Alternate:* Amanda Silvestri

**Gregg Weiss, Commissioner**  
Palm Beach County – District 2

**Joel Flores, Commissioner**  
Palm Beach County – District 3

**Marci Woodward, Vice Mayor**  
Palm Beach County – District 4

**Sara Baxter, Mayor**  
Palm Beach County – District 6

**Bobby Powell, Commissioner**  
Palm Beach County – District 7

*Palm Beach County Alternates:*  
*Maria Marino, Commissioner – District 1*  
*Maria Sachs, Commissioner – District 5*

**Bruce Guyton, Council Member**  
City of Riviera Beach  
*Alternate:* Glen Spiritis, Council Member

**Jeff Hmara, Mayor**  
Village of Royal Palm Beach  
*Alternate:* Richard Valuntas, Councilman

**Christy Fox, Commissioner**  
City of West Palm Beach

**Joseph Peduzzi, Commissioner**  
City of West Palm Beach  
*West Palm Beach Alternates:*  
Cathleen Ward, Commissioner  
Shalonda Warren, Commissioner

**Steven Braun, District 4 Secretary**  
Florida Department of Transportation  
Non-Voting Advisor



**OFFICIAL MEETING MINUTES OF THE  
PALM BEACH METROPOLITAN PLANNING ORGANIZATION (MPO)  
GOVERNING BOARD**

**March 19, 2026**

301 Datura Street, West Palm Beach, FL 33401

*These minutes are a summary of the meeting events and may not reflect all the discussion that occurred. PDF versions of the agenda, backup materials, presentations, and audio recordings are available for review at [PalmBeachMPO.org/Board](http://PalmBeachMPO.org/Board).*

**1. REGULAR ITEMS**

**1.A. Call to Order and Roll Call**

CHAIR DRUCKER called the meeting to order at 9:32 a.m.

The Recording Secretary called the roll.

Member	Attendance	Member	Attendance	Member	Attendance
Joaquin Almazan (Alt)	P	Christopher McVoy	A	Bruce Guyton	A
Yvette Drucker	P	Bev Smith	P	Jeff Hmara	P
Fran Nachlas	P	Deandre Poole	P	John McGovern (Alt)	P
Aimee Kelley	P	Gregg Weiss	P	Christy Fox	P
Tom Markert (Alt)	P	Marci Woodward	P	Joseph Peduzzi	A
Susy Diaz	P	Sara Baxter	A	Bobby Powell	A
Jim Kuretski	P	Joel Flores	P	Dana Middleton (Alt)	P

P = Present A = Absent

A quorum was present in person.

**1.B. Pledge of Allegiance**

CHAIR DRUCKER led the Pledge of Allegiance.

**1.C. Modifications to the Agenda**

There were no modifications to the agenda.

**1.D. General Public Comments**

There were no public comments received.

**1.E. Florida Bicycle Month Proclamation**

CHAIR DRUCKER read the Florida Bicycle Month Proclamation.

Christopher McVoy joined the meeting at 9:37 a.m.

**1.F. Board Photo**

The MPO Governing Board participated in a group photograph.

**1.G. Comments from the Chair and Member Comments**

JEFF HMARA participated in the most recent Countywide Transportation Master Plan (CTMP) workshop. He stressed the importance of all municipalities submitting their relevant land use and transportation plans. He also noted the SR-7 community meeting hosted at the Village of Royal Palm Beach and suggested people watch the informative SR-7 video.

JIM KURETSKI discussed uncertainty related to revenues with Tri-Rail funding as an example as well as

considerations related to declining gas tax revenues, and the potential shift to other revenues for electric vehicles, such as franchise fee and utility taxes.

FRAN NACHLAS thanked the Board and staff, noted that this was her final meeting, and expressed that it had been a pleasure to serve on the MPO Governing Board.

CHRISTOPHER MCVOY expressed his support for the continued adoption of electric vehicles and diversifying energy sources, especially renewables, and encouraged the Board to keep focus on alternate modes of transportation and their safety impacts.

MARCI WOODWARD stated that SFRTA has assigned Diane Hernandez Del Calvo as the Interim Director and the SFRTA Board is moving forward with a director search.

JOEL FLORES raised the issue of e-bike safety and inquired whether any municipalities are pursuing adoption of their own language or new ordinances. He shared Palm Beach County staff are currently drafting such language.

CHAIR DRUCKER stated that the City of Boca Raton has had robust discussions and will be creating a task force focused on e-bicycle safety.

CHAIR DRUCKER congratulated all newly elected members and expressed appreciation for the service of Fran Nachlas, Deputy Mayor of Boca Raton, who will no longer serve on the Governing Board. She also summarized the National League of Cities meetings in Washington, DC and the focus on housing, BASICS Act, streamlining federal grant applications, and FEMA disaster relief, among others.

### **1.H. Executive Director's Report**

VALERIE NEILSON, MPO Executive Director, provided updates, which are available at [PalmBeachMPO.org/Board](http://PalmBeachMPO.org/Board).

JOEL FLORES stated that timeline for the Countywide Transportation Master Plan has been extended to incorporate an additional consultant and ensure the plan is completed thoroughly and accurately.

CHAIR DRUCKER noted she will be attending the MPOAC Institute and NACTO Conference and encouraged others to attend as well.

### **1.G. APPROVED Consent Agenda Items**

1. Governing Board Meeting Minutes for February 19, 2026
2. Reappointment to the Technical Advisory Committee (TAC)
  - a. Alex Hansen, City of West Palm Beach Representative
  - b. Giles Rhoads, City of Palm Beach Gardens Alternate
  - c. Latoya Bunche, School District of Palm Beach County Alternate
3. Appointment to the Citizens Advisory Committee (CAC)
  - a. Phil Lewin, City of Lake Worth Beach Representative
4. Reappointment to the Vision Zero Advisory Committee (VZAC)
  - a. Lee Lietzke, Palm Beach County Department of Environmental Resources Management Alternate
  - b. Yajaira Moleriro, City of Boca Raton Alternate
5. Reappointment to the Transportation Disadvantaged Local Coordinating Board (TD LCB)
  - a. Milory Senat, Agency for Persons with Disabilities Representative
  - b. Uyen Dang, Citizen Advocate Representative

**MOTION to approve the Consent Agenda made by Marci Woodward, seconded Gregg Weiss and carried unanimously 17-0 as depicted in the table below.**

Member	Vote	Member	Vote	Member	Vote
Joaquin Almazan (Alt)	Y	Christopher McVoy	Y	Bruce Guyton	A
Yvette Drucker	Y	Bev Smith	Y	Jeff Hmara	Y
Fran Nachlas	Y	Deandre Poole	Y	John McGovern (Alt)	Y
Aimee Kelley	Y	Gregg Weiss	Y	Christy Fox	Y
Tom Markert (Alt)	Y	Marci Woodward	Y	Joseph Peduzzi	A
Susy Diaz	Y	Sara Baxter	A	Bobby Powell	A
Jim Kuretski	Y	Joel Flores	Y	Dana Middleton (Alt)	Y

Y = Yes N = No A = Absent

**2. ACTION ITEMS**

**2.A. MOTION TO ADOPT Fiscal Year (FY) 2027-2028 Unified Planning Work Program (UPWP)**

ANDREW UHLIR, Deputy Director of Multimodal, presented this item.

CHRISTOPHER MCVOY asked if the SR-7 project is part of this item.

**MOTION to adopt Fiscal Year (FY) 2027-2028 Unified Planning Work Program (UPWP) made by Gregg Weiss seconded by Joel Flores, and passed 17-0 as depicted in the table below.**

Member	Vote	Member	Vote	Member	Vote
Joaquin Almazan (Alt)	Y	Christopher McVoy	Y	Bruce Guyton	A
Yvette Drucker	Y	Bev Smith	Y	Jeff Hmara	Y
Fran Nachlas	Y	Deandre Poole	Y	John McGovern (Alt)	Y
Aimee Kelley	Y	Gregg Weiss	Y	Christy Fox	Y
Tom Markert (Alt)	Y	Marci Woodward	Y	Joseph Peduzzi	A
Susy Diaz	Y	Sara Baxter	A	Bobby Powell	A
Jim Kuretski	Y	Joel Flores	Y	Dana Middleton (Alt)	Y

Y = Yes N = No A = Absent

**3. INFORMATION ITEMS**

**3.A Partner Agency Updates**

There were no partner agency updates.

**4. ADMINISTRATIVE ITEMS**

**4.A. Routine MPO Reports**

- A. FDOT Scheduling Report – March 2026
- B. Public Involvement Activity Report – February 2026
- D. Next Meeting – **May 21, 2026**
- E. Adjournment

There being no further business, the Chair declared the meeting adjourned at 10:11 a.m.

This signature attests that the undersigned is the Chair, or a designated nominee, of the MPO Governing Board and that the information provided herein constitutes the true and correct minutes of the Board meeting held on March 19, 2026, and approved on May 21, 2026.

\_\_\_\_\_  
Chair Yvette Drucker, Boca Raton Council Member

**EXHIBIT A**

Metropolitan Planning Organization Governing Board

<b>Representative Alternate(s) Local Government</b>	<b>Mar '25</b>	<b>Apr '25</b>	<b>May '25</b>	<b>Jun '25</b>	<b>Jul '25</b>	<b>Aug '25</b>	<b>Sep '25</b>	<b>Oct '25</b>	<b>Nov '25</b>	<b>Dec '25</b>	<b>Jan '26</b>	<b>Feb '26</b>	<b>Mar '26</b>
Chelsea Reed, Councilmember Dana Middleton, Vice Mayor City of Palm Beach Gardens	NO MEETING HELD – SCHEDULED BREAK	NO MEETING HELD – SCHEDULED BREAK	P	P	P	NO MEETING HELD – SCHEDULED BREAK	P	P	NO MEETING HELD – SCHEDULED BREAK	P	NO MEETING HELD – SCHEDULED BREAK	ALT	ALT
Bobby Powell, Commissioner – District 7 Palm Beach County			P	E	P		E	P		P		A	
Steve Wilson, Mayor Joaquin Almazan, Vice Mayor City of Belle Glade			A	P	A		ALT	A		P		ALT	
Yvette Drucker, Council Member CHAIR City of Boca Raton			P	ALT	ALT		P	P		P		P	
Fran Nachlas, Deputy Mayor Andy Thomson, Council Member Marc Wigder, Council Member City of Boca Raton			P	ALT	P		P	P		P		P	
Aimee Kelly, Commissioner Angela Cruz, Commissioner City of Boynton Beach			P	P	P		P	P		P		P	
Thomas Markert, Commissioner City of Delray Beach			P	E	P		P	P		P		P	
Susy Diaz, Deputy Mayor Judith Dugo, Councilmember City of Greenacres			P	P	E		P	E		P		E	
Jim Kuretski, Mayor Ron Delaney, Councilor Town of Jupiter			P	P	P		P	P		P		P	
Christopher McVoy, Commissioner Mimi May, Commissioner City of Lake Worth Beach			P	P	P		P	P		P		P	
Bev Smith, Mayor Johnnie Tieche, Council Member Village of Palm Springs			P	P	ALT		ALT	P		P		p	
Joel Flores, Commissioner – District 3 Palm Beach County			P	E	ALT		P	P		P		E	
Sara Baxter, Mayor – District 6 Palm Beach County			P	E	P		P	E		ALT		E	

Palm Beach MPO Governing Board Meeting Minutes

Representative Alternate(s) Local Government	Mar '25	Apr '25	May '25	Jun '25	Jul '25	Aug '25	Sep '25	Oct '25	Nov '25	Dec '25	Jan '26	Feb '26	Mar '26
Gregg Weiss, Commissioner – District 2 Palm Beach County			P	E	P		P	P		P		P	P
Marci Woodward, Commissioner – District 4 Maria Sachs, Mayor – District 5 Maria Marino, Commissioner – District 1 Palm Beach County			P	P	P		P	ALT		P		P	P
Deandre Poole, Commissioner Varisa Lall Dass, Commissioner Port of Palm Beach			P	P	P		P	P		P		P	P
Bruce Guyton, Council Member Glen Spiritis, Council Member City of Riviera Beach			P	P	P		P	P		A		P	A
Jeff Hmara, Mayor Richard Valuntas, Vice Mayor Village of Royal Palm Beach			P	P	ALT		ALT	P		P		P	P
Michael Napoleone, Mayor VICE CHAIR John McGovern, Vice Mayor Village of Wellington			P	ALT	P		P	P		P		ALT	P
Christy Fox, Commissioner City of West Palm Beach			E	E	P		P	P		P		P	P
Joseph Peduzzi, Commissioner Shalonda Warren, Commissioner Christina Lambert, Commissioner City of West Palm Beach			P	E	P		P	E		P		p	A

Attendance Record

\*\* New Appointment      P - Representative Present      ALT- Alternate Present      E - Excused      A - Absent

OTHERS PRESENT

Valerie Neilson  
Andrew Uhlir  
Carly Diglio  
Ruth Del Pino  
Lisa Nisenson  
Khurshid Mohyuddin  
Tony Norat  
Robert Vater  
James Brown

REPRESENTING

Palm Beach MPO  
Palm Beach MPO  
Palm Beach MPO  
Palm Beach MPO  
WGI  
Palm Beach County  
FDOT  
FDOT  
FDOT

## The City of Boynton Beach



**Planning & Zoning Division**  
100 E Ocean Ave  
Boynton Beach, Florida 33425  
(P): 561-742-6260  
[www.boynton-beach.org](http://www.boynton-beach.org)

April 6, 2026

Valerie Neilson  
Executive Director  
Palm Beach TPA  
301 Datura Street  
West Palm Beach, FL 33401

Dear Ms. Neilson,

The City of Boynton Beach recommends the appointment of Tyler Tornese, AICP as the City's representative on the Vision Zero Advisory Committee (VZAC). I have attached Mr. Tornese's resume for your review. Tyler currently serves as a Planner III within the Planning and Zoning Division. He has transportation and mobility work experience from his time at both Kimley-Horn and Associates and WGI. His work experience makes him an excellent choice for this role.

His contact information is [torneset@bbfl.us](mailto:torneset@bbfl.us) and 561-742-6042.

Sincerely,

A handwritten signature in black ink, appearing to read "Amanda Radigan".

Amanda Radigan, AICP, LEED AP  
Development Director

*Attachment: Resume*

# Tyler Cosmo Tornese, AICP

561-635-4240 | Tylercosmo.tt@gmail.com | www.linkedin.com/in/tyler-tornese-aicp-094200197

## Planning Education

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University of Florida, Gainesville, Florida.

**Bachelor of Science, Sustainability and the Built Environment with a focus on GeoDesign (GIS)**

**Capstone Final Project:** Solar Energy Production within Highway Right of Ways: Why not Florida?

June 2016 – May 2020

GPA: 3.8/4.0

Honors: *summa cum laude*

University of Florida, Gainesville, Florida.

**Master of Urban and Regional Planning**

**Master Thesis:** Evaluation of Pedestrian Perception: How can we better understand pedestrian behavior as it relates to safety?

May 2020 – May 2022

GPA: 3.8/4.0

## Planning Experience

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City of Boynton Beach – City Planner (III), City of Boynton Beach, Florida

March 2026 – Present

- **Development Services**

- Reviews, analyzes, and processes complex development applications, rezoning requests, site plans, variances, annexations, and comprehensive plan amendments for compliance with City codes, policies, and State statutes.
- Provides professional planning expertise to citizens, developers, consultants, and City staff on zoning, land use, and urban design issues.

- **Long Range Planning**

- Serves as project manager for medium to large-scale planning projects, coordinating across City divisions and outside agencies.
- Drafts code amendments and assists in updates to the City's Comprehensive Plan, Land Development Regulations, and design guidelines.

Kimley-Horn and Associates – Planner (Transportation), West Palm Beach, Florida

August 2025 – February 2026

- **Public Transportation (Municipal and County Government)**

- Lead Project Planner for various public transportation projects, including Vision Zero Safety Action Plans, Mobility Plans, and Master Transportation Plans.

Wantman Group Inc. (WGI) – Senior Planner, West Palm Beach, Florida

June 2022 – August 2025

- **Land Development (Private Clients)**

- Responsible for the preparation of various applications, including but not limited to: Rezoning, Variances, Future Land Use Amendments, Master Plans, Site Plans, Site Due Diligence.

- **Urban and Community Planning (Public Clients)**

- Projects include: Comprehensive Plans, Vulnerability Assessments, Community Visioning and Engagement.
- Lead GIS Planner, responsible for forming plans regarding data collection, data resources, and data analysis for successful project outcomes.

- **Mobility Planning (Public and Private Clients)**

- Projects include: Vision Zero Safety Action Plans, Master Mobility Plans, Roadway Plans, General Mobility Analysis.
- Work with Traffic Engineers, Planners, and Public Staff to create successful plans for various communities.

## Planning Skillset

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- **AICP Certification (#36193, earned June 2024)**

- **Geospatial Analysis and Map making, High proficiency in Esri ArcGIS Pro**

- **Technical Report Writing**

- **Public speaking and Presenting**

- **Community Engagement**

- **Sustainability Principles (Resiliency Planning, Green Design)**

- **Task Management (Oversight of project financials and weekly budgets)**

## Planning Background and Path

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I am a proud and passionate graduate of the University of Florida, where I earned both my bachelor's and master's degrees. My academic journey was enriched by my role as a graduate assistant at the University of Florida GeoPlan Center, where I contributed to a variety of research projects. These included work on Sea Level Rise and long-range transportation planning for Metropolitan and Transportation Planning Organizations, allowing me to apply geospatial analysis and planning methodologies to real-world challenges. During my master's program, I completed a three-month internship with the South Dakota Department of Transportation. There, I developed a comprehensive Master Transportation Plan to support the future infrastructure and mobility planning of a small municipality. This experience deepened my understanding of transportation systems and strengthened my ability to translate data-driven insights into actionable planning strategies. After this internship, I accepted a position with WGI as a Planner, starting my planning journey as a professional.

**As a Planner, I endeavor to improve society's ability to make informed and critical decisions that will change the future in a positive way.**




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**Fw: VZAC alternate**

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**From** Valerie Neilson <VNeilson@palmbeachmpo.org>  
**Date** Wed 4/29/2026 12:50 PM  
**To** Ruth Del Pino <RDelpino@palmbeachmpo.org>  
**Cc** Brian Ruscher <bruscher@palmbeachmpo.org>

 1 attachment (16 KB)  
Seago - CV.docx;

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**From:** Bruce Rosenzweig <mitrecon@gmail.com>  
**Sent:** Wednesday, April 29, 2026 12:39 PM  
**To:** Valerie Neilson <VNeilson@palmbeachmpo.org>  
**Subject:** VZAC alternate

To: Valerie Neilson, PBMPO

Please allow this letter to serve as our formal request to have W. Keith Seago act as the alternate representative on the VZAC for the Boca Raton Bicycle Club. Keith has been a club member for some time, is interested primarily in cycling and roadway safety. As a deacon to his church and organizer of the Ride For Orphans he is committed to serve the community as a whole. He has been a long time resident of Palm Beach County. As a personal friend I can say he would be an asset to the committee.

Thank you for following through with his nomination.  
Bruce Rosenzweig, secretary Boca Raton Bicycle Club

Keith's email is Wseago@hotmail.com, phone # 561-212-7711.

W. Keith Seago, Jr.

1438 NW 49 Lane

Boca Raton, FL 33431

[Wseago@hotmail.com](mailto:Wseago@hotmail.com)

561.212.7711

**Residence/Personal** – Currently reside in Boca Raton and surrounding communities in Palm Beach County since 1992.

- Married to Jana Seago, 25 years, 5 grown children, 7 grandchildren

**Education** – Bachelor of Science. Graduated from Florida State University.

**Military service** – US Army, Captain, 4 years active duty, 3 years Reserves.

**Employment** – Financial Advisor and other related roles in the Financial Services since 1985. Currently work as a Financial Advisor at Comerica Bank/Ameriprise Financial since 2014. Securities and Insurance licensed. Certified Financial Planner

**Memberships** – Boca Raton Bicycle Club.

**Activities and interests** – avid cyclist, runner, triathlete, mountain climbing and sport climbing.

- Cycling related –
  - Assistant ride director/organizer for Ride for Orphans – 14 years.
  - Certified Ride Leader/Marshal – 2024
  - Helmet fitter
  - Bicycle skills clinic instructor - 2025

**Religious affiliations** – member Spanish River Church and Deacon.

**From:** Joyell Shaw <[joyell.shaw@palmbeachschools.org](mailto:joyell.shaw@palmbeachschools.org)>  
**Sent:** Thursday, March 19, 2026 11:12 AM  
**To:** Ruth Del Pino <[RDelpino@palmbeachmpo.org](mailto:RDelpino@palmbeachmpo.org)>  
**Subject:** Re: Palm Beach MPO Vision Zero Advisory Committee

Ruth,  
For now, I will continue as the alternate. Do you need me to resend my resume?

## Joyell Shaw

**Manager, Intergovernmental Coordination, Real Estate and Leasing  
Planning & Intergovernmental Relations**

School District Palm Beach County  
3661 Interstate Park Road N, Bldg. 200  
Riviera Beach, FL 33404  
Phone 561.882-1936  
[palmbeachschools.org/planning](http://palmbeachschools.org/planning)



# Joyell L. Shaw, MPA

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## PROFESSIONAL PROFILE

Public Administration leader with over 20 years of experience navigating the intersection of government policy, land use, and community development. Proficient in cultivating intergovernmental partnerships and managing complex facilities planning within large-scale public sectors. Proven track record in orchestrating high-value real estate negotiations and driving institutional growth through strategic capital planning and regulatory compliance. Dedicated to modeling collaborative planning and shared decision-making to achieve District goals.

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## PROFESSIONAL EXPERIENCE

### THE SCHOOL DISTRICT OF PALM BEACH COUNTY | April 2006 – Present

#### Manager – Planning and Intergovernmental Relations

Supervises the intergovernmental coordination, real estate, and school leasing functions of the department, including budgeting and expenditure requirements to ensure fiscal responsibility and adherence to School Board priorities. Assists with the coordination and preparation of the District's Five-Year Capital Plan and time requirements for new facilities. Oversees coordination of school capacity availability relating to demographics, changing trends in population, housing patterns, and public school concurrency to effectively assist with the management of student assignments. Presents strategic information to appropriate internal and external parties, including the Chief Operating Officer, School Board, Budget/Finance, and other governmental agencies. Works with developers and local governmental agencies to identify land parcels meeting state and local criteria as potential school sites. Supervises intergovernmental planning functions related to the development of new schools and the modernization of existing facilities. Acts as the primary liaison between the District and involved stakeholders on contractual matters relating to planning and intergovernmental coordination. Coordinates the hiring and placement of department personnel and evaluates staff in accordance with standards of acceptable performance. Develops shared relationships within the department and works collaboratively with other department and area offices to ensure policy compliance. Implement and maintain Board policies and procedures applicable to departmental operation and establish suitable goals and objectives to ensure total policy compliance. Represents the District's mission through actions taken in the best interest of students and the highest traditions of public education.

## **Senior Real Estate Specialist**

Strategic evaluation and coordination of high-value property actions, including acquisitions, dispositions, and complex land exchanges. Served in a supervisory capacity, overseeing and training staff on core duties within Real Estate, Leasing, and Intergovernmental functions to ensure departmental continuity and professional development. Lead negotiation of Cell Tower Lease Agreements and management of intricate contract terms, ensuring rigorous due diligence and legal compliance. Collaboration with the Legal Department to resolve complex contractual disputes and presentation of critical real estate data to the School Board and Budget/Finance Committees to recommend District facilities decisions.

## **Real Estate Specialist**

Foundational management of real estate assets, including the review and organization of lease and right-of-way files to identify and correct document deficiencies. Security of property and ownership records from the Clerk of the Court and Property Appraiser, and drafting of initial contracts for acquisition and leasing in conjunction with Legal Services. Partnership with local businesses and community entities to facilitate housing solutions for owners and tenants displaced by school modernization and development projects.

## **PALM BEACH COUNTY PROPERTY APPRAISER | August 2003 – April 2006**

### **Appraiser**

Completion of real property appraisals for tax purposes and execution of thorough site inspections for the assessment process. Preparation and presentation of appraisals for public hearings before the Palm Beach County Value Adjustment Board. Review of appraisals submitted by taxpayers and provision of technical assistance to the general public regarding ad valorem inquiries.

## **PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS | December 2001 – August 2003**

### **Site Planner**

Reviewed zoning applications for compliance with the Unified Land Development Code and preparation of detailed staff reports for public hearings before the Board of County Commissioners. Execution of site inspections for zoning compliance and representation of the department at community meetings regarding property development and redevelopment projects. Acted as a primary liaison with the public regarding diverse property development inquiries.

**FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT 4 | August 2000 – December 2001**

### **Real Estate Specialist (Right of Way)**

Conducted complex negotiations with residential and commercial owners of rural and urban properties required for roadways and public interest needs. Review of right-of-way maps, construction plans, and appraisal reports to ensure accuracy for transportation purposes. Prepared purchase agreements, security of deed executions, and development of relocation plans. Interviewed displaced owners and tenants to explain the Relocation Assistance Program and the determination of eligibility for move costs and replacement housing benefits.

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## **EDUCATION**

- **Master of Public Administration** | Nova Southeastern University
- **Bachelor of Science, Business Administration** | Florida Agricultural and Mechanical University

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## **AFFILIATIONS & LICENSURE**

- **Licensure:** Florida Real Estate Salesperson; Certified Florida Evaluator.
- **Affiliations:** Member, Commercial Real Estate Women (CREW) Palm Beach; Member, Realtor Association of the Palm Beaches; Member and Alumni, Leadership Palm Beach County
- **Committees:** Alternate Member, Bicycle, Trailways and Pedestrian Advisory Committee; Member, Safe Routes to Schools; Member, Intergovernmental Plan Amendment Review Committee (IPARC); Member, MIFEC County Transportation Committee; 2020 School District Complete Count Census Committee

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**References available upon request.**



**May 6, 2026**

Palm Beach MPO Governing Board  
301 Datura Street  
West Palm Beach, FL 33401

Cc: Margie Tamlyn, Brian Ruscher and Ruth Del Pino, Palm Beach MPO

Re; Shanley appointment to the Transportation Disadvantaged Local Coordinating Board (LCB), Children at Risk Seat.

Dear MPO Board:

Please accept this letter and the accompanying resume, in support of my appointment to the *Children at Risk Seat* of the Transportation Disadvantaged Local Coordinating Board (LCB). I am the AVP for Education and Youth Transition, and the National Director, Transportation & Mobility for the national non-profit, Easterseals. I am proud to be a Boca Raton resident and work remotely out of my home. I have worked nationally at Easterseals for 16 years and have had occasion to work with the Florida Department of Transportation, and the Transportation Transportation Disadvantaged Program to support coordination across human services and transportation sectors. With a Ph.D. in special education and leadership, I have been a champion of children and youth at risk to ensure that they and their caregivers can access the community services they need. I can use my national experience and lessons learned to further the work of the local coordination effort. Additionally, I believe that the following activities provide a strong foundation to contribute to the LCB:

- Serve on current national board or advisory positions with WAYMO, May Mobility, Consortium of Constituents with Disabilities (CCD), Amtrak, Uber, the Transportation Research Board (TRB), The Transit Cooperative Research Program (TCRP) Oversight and Project Selection (TOPS) Commission and the Chicago RTA's Human Services Coordinated Transportation Plan and Section 5310 Advisory board. Locally, I was appointed to the Lighthouse for the Blind of the Palm Beaches Board in October 2025.
- Held national board or advisory positions with the APTA Access Committee and the Division on Career Development and Transition (DCDT).
- Direct multi-year, multi-million-dollar portfolio of Federal and private projects funded by the FTA, NSF, FHWA, and TRB including the FTA's National Center for Mobility Management (NCMM), NSF's Project Sidewalk, the FHWA's national ADA Transition Plan Study, the TRB – National Highway Cooperative Research Program's (NCHRP) national volunteer driver program study, General Motors Foundation, and Comcast.

- Provide technical assistance and training related to coordination across Federal, State, and regional agencies to create integrated continuums of accessible, safe, and reliable transportation for children, youth, and their families. Coordinated, integrated, and innovative transportation networks to facilitate the ability of individuals to access health care, housing, food, school, work, and community.
- Worked at the US Department of Education, Office of Special Education Programs to support national educational programs, research, and accountability for children and youth with disabilities.

I am excited to begin my journey in local service in Palm Beach County. I have supported multi-level coordination and human service planning efforts for years and look forward to contributing to the continued growth and success of the LCB. Please let me know if I can provide additional information. I appreciate your review.

Thank you for your consideration.

Sincerely,

*Judy L. Shanley, Ph.D.*

Judy L. Shanley, Ph.D.  
National Director, Transportation & Mobility  
Asst. VP, Education and Youth Transition  
Easterseals Inc.

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## JUDY L. SHANLEY, PH.D., M.B.A., M.S.

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101 Plaza Real S, Apt 816 Boca Raton, FL 33432 □ [judyshanley@gmail.com](mailto:judyshanley@gmail.com) □ 703.407.8878 (c)

### Education

Ph.D.	University of Florida, Special Education, Educational Leadership.
M.B.A.	Syracuse University, Human Resource Management
M.S.	Syracuse University, Vocational Rehabilitation Counseling
B.A.	Syracuse University, Psychology

### Employment

#### Easterseals Inc., Chicago, IL (October 2011-present)

- **Assistant Vice President, Education & Youth Transition & National Director, Transportation & Mobility (October 2011 - present).** Manage budget and staff of complex Federal projects funded by the US Department of Transportation, the National Science Foundation, and the Transportation Research Board. Provide technical assistance and training to support human services coordination and mobility management and conduct research to identify strategies to support ADA data collection to promote accessibility of sidewalks. Develop informational tools to facilitate individual, and systems change to create multi-modal accessible and inclusive transportation options to support social determinants of health (SDOH), including access to education, work, health, and community. Work with states, regions, and local communities to examine and implement innovative paratransit delivery services including a focus on microtransit, on-demand services, and autonomous vehicles.

Managed the budget, staff, evaluation, and operations of a multi-million-dollar national technical assistance center funded by the US Department of Transportation, Federal Transit Administration, the National Center for Mobility Management. Focused on providing technical assistance and supporting the evaluation of programs and strategies related to mobility and transportation. Developed transportation services for individuals with disabilities, including children, youth, caregivers, and older adults and facilitate partnerships across human services, education, health, workforce, and transit organizations. This position entailed assisting communities regarding innovative mobility options. and working with educational and transportation organizations to implement performance metrics and evaluation plans to assess coordination outcomes. Develop scopes of work across projects that include performance measures and data collection processes, recruit and supervise staff, provide oversight to multiple subcontractors, analyze performance trends, and prepare quarterly reports aligned with project requirements.

Create transition and youth development programs for the national network of Easterseals affiliates that includes a focus on services and program performance. Conceptualize and implement a national affinity group as a support to affiliates. Support affiliate network and national audiences on topics related to self-advocacy, educational outcomes, students with ID/DD, postsecondary transition programs, and connections across pupil transportation and public transportation. Provide technical assistance to Easterseals network on the postsecondary participation of students with intellectual and developmental disabilities. Develop curriculum, conduct workshops, and develop training materials and Webinars for state educational agencies, local school district professionals, vocational rehabilitation agencies, and human service organizations to support youth transition with an emphasis on empowering youth and enhancing knowledge and skills regarding mobility and transportation programs.

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- **Director, Student Engagement & Mobility Management Projects, Easter Seals Transportation Group, Washington, DC. (October 2011-December 2013).** Develop an innovative range of strategies to facilitate connections across human services and transportation sectors focused on individuals with disabilities, including people with intellectual and developmental disabilities. Serve as the project director of *Administration for Community Living Strengthening Partnerships* projects to conduct research to identify strategies that improve the engagement of people with disabilities and older adults in coordinated transportation systems. Projects supported by the Federal Transit Administration include: direct work, manage subcontracts, and conceptualize and write products related to transportation education and building the skills of students and educators around accessing and using public transportation; Conduct workshops with the National Association for Pupil Transportation and the American Public Transportation Association; Collect data regarding project outcomes; Direct the ESPA Mobility Management Independent Living Coaches Program (MMILC); Participate in Partnership for Mobility Management activities including planning and carrying out mobility management events such as Webinars related to performance measurement and the 2012 Mobility Management conference; Conduct presentations and develop products, based on needs assessments, targeted to disability, education, and transit audiences on identifying coordinated planning strategies for individuals with disabilities, creating linkages across human services and transportation organizations, and evaluating performance.
- **Adjunct Faculty, University of Florida, College of Education.** (August 2018 – August 2023). Served as an instructor for online undergraduate level courses, *Disability in Community & Work & Disability Policy & Legislation*.
- **Visiting Faculty, UMass Boston., ICI.** (Summer 2013 & 2015). Conceptualized, developed, and instructed a graduate-level, online course related to transition leadership to students enrolled in the UMass OSEP-funded Transition Leaders program.

### National Leadership

- Appointed Member, Transportation Research Board, Technical Oversight Project Selection Commission (TOPS).
  - Transportation Task Force Member, Consortium of Constituents with Disabilities.
  - Advisory Committee, May Mobility.
  - Advisory Council, Waymo.
  - Advisory Committee, Amtrak Accessibility Committee.
  - Board Member, Florida Lighthouse for the Blind and the Palm Beaches.
  - Air Accessibility Advisory Committee, Paralyzed Veterans of America.
  - Accessible Air Travel Advisory Board, All Wheels Up.
  - Panelist, Transit Cooperative Research Program (TCRP) and Airport Cooperative Research Program (ACRP), Transportation Research Board projects.
    - TCRP J-11/Task 56, Student Fare Programs to Increase Ridership.
    - B-33, Recruitment and Retention of People with Disabilities in Transportation Careers, 2024.
    - ACRP Synthesis S01-30 Beyond ADA: Airport Initiatives to Improve Accessibility through Programs, Facility Enhancements, and Amenities, 2024.
    - Panelist, Transportation Cooperative Research Program, Transportation Research Board, H-56, Reinventing Transit Networks for a New Mobility Future.
    - Co-chair, Transportation Research Board (TRB) Committee on Access and Mobility (former).
  - Grant Reviewer, OSEP, NIDILRR, RSA, and AmeriCorps programs.
  - Moderator, APTA Forum on Integrated Mobility. Invited Speaker, APTA Annual Conference, Innovations in Shared Mobility.
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- Strategic Advisor. American Public Health Association, 2017 Strategic Planning Committee.
- Panelist, GAO report, Transportation Contributions to Transition Outcomes.
- Strategic Advisor, National Disability Mentoring Coalition, Leadership Committee.
- Advisor. VisionServe Alliance Transportation Group.

## Previous Employment

**Education Program Specialist, GS14, U.S. Department of Education, Office of Postsecondary Education (OPE), Washington, DC. (January 2010 – Dec 2010).** Invited to a detailed position and then transferred to OPE. Facilitated the launch of programs related to improving transition programs and access to higher education for students with intellectual disabilities and significant autism including: using research to conceptualize and write national priorities, reviewing data around college access for students with ID, providing technical assistance to potential grantees, developing informational and policy materials for OPE, GAO, and OMB, conducting national presentations, Served on the NIDRR Interagency Committee on Disability Research (ICDR); and invited to review NIDRR applications under select research competitions.

**Education Program Specialist, GS14, U.S. Department of Education, Office of Special Education & Rehabilitative Services, Office of Special Education Programs (OSEP), Washington, DC. (October 2006 - December 2009).**

Implemented Federal disability and education policy targeted at improving outcomes for students with disabilities with particular emphasis on linkages across education, community agencies, post-secondary education, and employment sectors and establishing partnerships with Federal and non-Federal child and adult service agencies.

- Led OSEP's technical assistance & dissemination GPRA program performance measurement work, identified training and informational needs of division staff, and developed support materials such as an orientation program for staff and a customized grant monitoring workshop.
- Co-chaired the training and technical Assistance workgroup affiliated with the Department of Transportation's United We Ride Executive Order to address accessible transportation for students with disabilities and focused on mobility management supports for students in K12 systems.

## **American Institutes for Research (AIR), Washington, DC**

(November 1998- October 2006). Career at AIR included a range of increasingly responsible positions in terms of scope of work, supervisory responsibilities, and fiscal management. Work focused on a broad range of educational topics such as special education, technical assistance and dissemination, school reform and improvement, assessment, postsecondary outcomes, organizational management, and policy analyses and implementation.

- **Co-Director and Principal Research Analyst, the Access Center: Improving Outcomes for All Students K-8, funded by the U.S. Department of Education, Office of Special Education Programs (OSEP). (2002-2006).** Managed over twenty-five staff on a five-year, 10.8-million-dollar project related to conducting research, providing technical assistance and professional development to State and local educational agencies and parent networks across special and general education. Developed a strategic plan and continuously assessed work to ensure the plan was aligned with short- and long-term outcomes. Worked with health and service organizations to develop comprehensive service plans. Implemented evaluation studies covering a wide range of education policy issues. Work included conducting needs assessments; conceptualizing and writing components of complex national and State grant and contract proposals; building the capacity of learning networks with national, State, and local educators and families; and researching, synthesizing, and compiling reports, products, and communication documents. Topical focus on national technical assistance
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included systems change, access to the general education curriculum, response to intervention, least restrictive environment (LRE), and instructional strategies such as differentiated instruction and universal design for learning (UDL). Additional content and theory knowledge included: legislation and policy supporting efforts to enhance student learning in general education curriculum, pedagogical practices, State improvement systems, and distance learning using diverse strategies to engage adult learners such as Webinars and teleconferences.

### **Select Presentations**

- Upcoming. Innovative Paratransit Services (Easterseals Project Action), National Day Services Assn, Puerto Rico Employment Outcomes and Transportation, Women in Transit, TTA.
  - Offering Alternatives: Creating Partnerships to Manage Paratransit Ridership. Texas Transit Association, (June 2025).
  - *Connections across Youth Transition and Transportation Professionals to Facilitate Postschool Success for Youth with Disabilities.*
  - Ohio Mobility Management Forum (November 2024., *Evaluating Service Outcomes.*
  - Division on Career Development and Transition (DCDT). (October 2024). *Evaluating Sidewalk Accessibility.*
  - Indiana Employment First. (October 2023). *Developing Transportation Options and Measuring Outcomes for Youth with Disabilities.*
  - VisionServe Alliance national Webinar (July 2022). *Putting Mobility in Motion: The Potential, Promise, and the Pain of Public Transportation.*
  - Indiana Vocational Rehabilitation Supervisors Circle. (June 2022). *Transportation Education to Support Employment Outcomes for Individuals with Disabilities.*
  - Division on Career Development and Transition (May 2022). *School-Transit Partnerships: Leveraging Transportation Resources to Support Student Independent Travel.*
  - Council for Exceptional Children (February 2022). *Creating Transportation Equity in Low Income Communities.*
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## MPO RESOLUTION 2026-04

### **A RESOLUTION APPROVING THE PALM BEACH ACCOUNTING AND FINANCIAL SERVICES, LLC. CONTRACT FOR CERTIFIED PUBLIC ACCOUNTING SERVICES**

**WHEREAS**, the Palm Beach Metropolitan Planning Organization (MPO) is the designated and duly constituted body responsible for the urban transportation planning process for Palm Beach County; and

**WHEREAS**, the MPO has determined that it is necessary and appropriate to enter into a contract for Certified Public Accounting Services; and

**WHEREAS**, the MPO defined the Scope of Services as set forth in Exhibit A of the Contract attached hereto and incorporated herein (“Services” or “Work”), and in accordance with the MPO Procurement Policy, Certified Public Accounting Services are an exempt purchase; and

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

**WHEREAS**, Palm Beach Accounting and Financial Services, LLC. (hereinafter referred to as the “CONSULTANT”) has been selected in accordance with applicable procurement procedures and has demonstrated the qualifications and experience necessary to perform the required services; and

**WHEREAS**, the MPO desires to enter into Contract Agreement No. 2026-06 (hereinafter referred to as the “Agreement”) for Certified Public Accounting Services; and

**WHEREAS**, the Agreement covers the term of July 1, 2026 to June 30, 2029; and

**WHEREAS**, the Agreement includes the option to extend the services for two (2) additional one (1) year periods as deemed appropriate by the MPO with a maximum amount of funding of \$20,000 per year; and

**NOW THEREFORE, BE IT RESOLVED BY THE PALM BEACH MPO, THAT:**

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

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

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

**SECTION 4.** This Resolution shall take effect upon adoption.

The foregoing Resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_, and upon being put to a vote, the motion passed. The Chair thereupon declared the Resolution duly adopted this 21<sup>st</sup> day of May 2026.

PALM BEACH METROPOLITAN  
PLANNING ORGANIZATION,

By: \_\_\_\_\_  
Yvette Drucker, MPO Chair

ATTEST:  
SUFFICIENCY

APPROVED AS TO FORM AND LEGAL

\_\_\_\_\_  
Ruth Del Pino, MPO Agency Clerk

\_\_\_\_\_  
Milton Collins, MPO General Counsel

**PALM BEACH MPO AGREEMENT NO. 2026-06**

**BETWEEN  
PALM BEACH METROPOLITAN PLANNING ORGANIZATION  
AND PALM BEACH ACCOUNTING AND FINANCIAL SERVICES, LLC FOR  
CERTIFIED PUBLIC ACCOUNTING SERVICES**

This Agreement is made as of this 21<sup>st</sup> day of May, 2026 by and between the Palm Beach MPO an entity created pursuant to the provisions of Chapters 163 and 339, Florida Statutes, (hereinafter referred to as the “MPO” or “MPO”) located at 301 Datura Street, West Palm Beach, FL 33401 and **Palm Beach Accounting and Financial Services, LLC** a Limited Liability Company authorized to do business in the State of Florida and whose principal place of business is located at **235 South County Road Suite 201, Palm Beach, FL 33401** (hereinafter referred to as the “CONTRACTOR”).

**WITNESSETH**

**WHEREAS**, the MPO defined the Scope of Services as set forth in Exhibit A attached hereto and incorporated herein (“Services” or “Work”), and in accordance with the MPO Procurement Policy, Certified Public Accounting Services is classified as an exempt purchase; and

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

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

**Section 1. Incorporation of Facts; Definitions**

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

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

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

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

Section 3. **Term.** This Agreement shall take effect on July 1, 2026, and shall remain in full force and effect for a period of 36 months, expiring June 30, 2029. Two (2) additional twelve (12) month renewal options(s) may be exercised at the MPO's sole discretion. If the MPO elects to exercise the option(s), the MPO will notify the Contractor in writing of its election at least fifteen (15) days prior to the expiration of the current term of the Agreement at the address set forth in Section 36 of this Agreement.

Section 4. **Services.**

A. The MPO 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 MPO 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 MPO agrees to pay CONTRACTOR a maximum amount per year under this agreement of \$20,000.00 (dollars in United States currency) for the Services, including all out-of-pocket or reimbursable expenses. The MPO anticipates that funds will be allocated and distributed for each year of the Agreement as follows:

*MPO FY 2027 (7/1/26 – 6/30/27) - \$20,000*

*MPO FY 2028 (7/1/27 – 6/30/28) - \$20,000*

*MPO FY 2029 (7/1/28 – 6/30/29) - \$20,000*

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

a. Invoices received from the CONTRACTOR will be reviewed and approved by the MPO's representative, indicating that services have been rendered in conformity with this Agreement and then will be sent to the MPO Finance Department for payment. Each invoice shall be accompanied by the corresponding services previously approved by the MPO's representative so that the MPO and any other governmental agency with oversight over expenditures made pursuant to this Agreement may perform proper pre and post-audits of the bills and determine that services have been rendered towards the completion of the Work in conformity with the requirements of this Agreement, the UPWP, 23 CFR 450.314 and Section 339.175, Florida Statutes ("F.S.") Invoices shall cite the contract number and shall contain an original signature of an authorized CONTRACTOR official. Invoices will normally be paid within thirty (30) days following the MPO's representative approval. Payments will be remitted to the CONTRACTOR at the address set forth in Section 36 of this Agreement or such other address as is designated in writing by the CONTRACTOR to the MPO.

b. Prompt Payment of Sub-Contractors; Retainage. This Agreement is subject to the Florida Prompt Payment Act, s. 218.70, Florida Statutes, as amended by this Agreement. In compliance with 49 CFR Section 26.29, the CONTRACTOR as a prime contractor agrees to pay its sub-contractors, if any, no later than 30 days from receipt of each payment made by the MPO pursuant to this Agreement to the CONTRACTOR. Within not more than thirty (30) days after the subcontractor's work is satisfactorily completed, the CONTRACTOR shall make full and prompt payment to its sub-contractors of any retainage held by the CONTRACTOR for proper completion of the subcontractor's work. A subcontractor's work is "satisfactorily completed" when all the tasks called for in the subcontract have been accomplished according to the standards of the MPO and documented as required by the MPO. When the MPO has made an incremental acceptance of a portion of this Agreement involving the full and complete work of the subcontractor, the work of the subcontractor covered by that acceptance is deemed to be satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause, with the MPO's prior written approval.

c. In order for each party to close its books and records, the CONTRACTOR will clearly state "final invoice" on its last and final billing. This certifies that all deliverables have been properly completed, provided to, and approved by the MPO and all charges and costs have been invoiced to the MPO. Since this account will thereupon be closed, any and all other future charges, if not properly included on this final invoice, are waived by the CONTRACTOR. All invoices must be submitted within sixty (60) calendar days of the expiration date of this Agreement. Invoices submitted thereafter will not be eligible for payment, unless this requirement is waived, in writing, by the MPO's Executive Director and the MPO can receive payment under its JPA with the FDOT.

**Section 6. Availability of Funds.** The MPO's performance and obligation to pay under this Agreement is contingent upon its receipt of funds, as a grantee or funding recipient of FDOT or the U.S. DOT or an agency thereof, which funds are to be used for the purposes of this Agreement. In addition, the MPO 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 MPO may be reimbursed;

C. FDOT shall not approve any requisition or invoice submitted by the MPO to FDOT for reimbursement; or

D. FDOT shall terminate or cancel its JPA with the MPO or fail to fully fund its obligations thereunder. The MPO's failure to receive funds or the revocation of funding shall constitute a basis for the MPO's termination of this Agreement for convenience.

**Section 7. Reports and Ownership of Documents.** All written information associated with this Agreement shall be considered a Public Record open to public inspection subject to the provisions of Chapter 119, F.S., unless otherwise made confidential or exempt under Florida law. All documents, papers, letters, drawings, maps, books, tapes, photographs, films, characteristics, sketches, programs, data-base reports, data processing software, material, websites/web pages, and other data developed under or arising from this Agreement, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency, whether public or private but acting on behalf of the CONTRACTOR or the MPO ("Public Record" or "Public Records"), shall be the shared property of the MPO, CONTRACTOR, and any agencies that have provided funding but may be reused by the MPO and the CONTRACTOR.

A. The CONTRACTOR shall deliver to the MPO'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 MPO 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 MPO or at its expense will be kept confidential by CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the MPO's prior written consent unless required by a lawful court order.

C. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

D. The CONTRACTOR acknowledges that it is subject to Florida's Public Records Law and agrees that it shall comply with the requirements of said law. The CONTRACTOR further agrees that the MPO may unilaterally terminate this Agreement (and such termination will be for cause) if the CONTRACTOR refuses to produce or to allow public access to any Public Records or does not produce or allow access within a reasonable period of time after a request for Public Records has been received. The CONTRACTOR agrees that it shall not initiate or take any action against the MPO, if the MPO terminates this Agreement because of the CONTRACTOR's failure to comply with Florida's Public Records Law. Notwithstanding the foregoing, refusal of the CONTRACTOR to allow public access to such Public Records shall not constitute ground(s) for unilateral cancellation of this Agreement by the MPO, if pursuant to direction of the MPO, the CONTRACTOR withholds access to said Public Record, because it is confidential or exempt from disclosure status pursuant to federal or Florida law. Further, if a request for a Public Record is made to the CONTRACTOR, upon the furnishing of that Public Record to the requestor, the MPO shall be promptly notified and furnished, at no cost, with a similar copy of the Public Record.

E. To the extent required by law, documents prepared pursuant to this Agreement are subject to Florida's Public Record Law. The CONTRACTOR agrees to keep and maintain Public Records in the CONTRACTOR's possession or control in connection with their performance under this

Agreement. The CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, F.S. The CONTRACTOR shall ensure that Public Records that are confidential or exempt, as provided by Florida or federal law, from Public Records disclosure requirements are not disclosed, except as authorized by law and as approved by the MPO, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the MPO.

F. Upon request from the MPO's custodian of Public Records, the CONTRACTOR shall provide the MPO with a copy at no cost to the MPO of the requested records. Unless otherwise provided by law, copies of any and all Public Records are and shall remain the property of the MPO.

G. All Public Records held by the CONTRACTOR must be retained for a period of five (5) years or such later date as may be provided by Florida's governmental Public Records retention schedules, whichever date shall be later in time.

H. Upon completion of this Agreement or in the event of termination by either party, at the request of the MPO copies of any and all Public Records relating to the Agreement in the possession of the CONTRACTOR related to this Agreement shall be delivered by the CONTRACTOR to the MPO, at no cost to the MPO, within forty-five (45) days (unless the MPO advises the CONTRACTOR that it already has copies of those Public Records). Unless the MPO advises the CONTRACTOR that it already has copies of those Public Records, copies of all such records stored electronically by the CONTRACTOR shall be delivered to the MPO in a format that is compatible with the MPO's information technology systems. Once the Public Records have been delivered upon completion or termination of this Agreement, the CONTRACTOR may destroy any and all duplicate Public Records that are exempt or confidential and exempt, as defined by Florida or Federal law, from Public Records disclosure requirements, pursuant to law.

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

**MPO Records Custodian  
561.725.0800  
info@PalmBeachMPO.org  
Palm Beach MPO, 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 MPO by affording to the CONTRACTOR notice as provided in Section 36. of this Agreement.

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

#### **Section 8. Access and Audits.**

A. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) years after completion or termination of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, the CONTRACTOR shall maintain such records until notified by the MPO that the litigation or claims have been concluded and resolved. The CONTRACTOR shall maintain all records in Palm Beach County or such other location in the State of Florida approved by the MPO's Contract Representative.

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

**Section 9. Preparation of Documents, Certifications and Reports.** Should the MPO be required by FDOT or an agency of the Federal or State government, including but not limited to the USDOT, or any agency thereof, to provide any certifications, documents or reports related to or produce as a result of this Agreement, the CONTRACTOR will cooperate and assist the MPO with the preparation of such at no cost to the MPO or any agency of the Federal or State government.

**Section 10. No Agency Relationship.** Nothing contained in this Agreement or in any contract of the CONTRACTOR’s shall create an agency relationship between the MPO and the CONTRACTOR. Neither party shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other party, or of its officers, employees, servants, or agents. In addition, nothing contained herein shall be construed as a waiver of sovereign immunity by either party or a waiver of the liability limits set forth in Section 768.28, F.S.

**Section 11. FDOT Funded Project.**

A. This Agreement is funded in whole or in part with funds received from FDOT by the MPO. The expenditure of such funds is subject to the terms and conditions of any agreement between the MPO and the FDOT providing funding for this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act or refuse to comply with MPO requests which would cause the MPO to be in violation of any term or condition of its JPA with FDOT or cause FDOT to refuse to approve a requisition or invoice for payment or reimbursement submitted by the MPO. The CONTRACTOR will immediately remedy any deficiency or violation found by the MPO upon notice of such from the MPO, or alternatively, and in addition to any other right to terminate this Agreement, the CONTRACTOR may terminate this Agreement by providing written notice to the MPO. In the event of termination, the CONTRACTOR will be paid by the MPO for services satisfactorily rendered through the effective date of termination; provided, that, no circumstance(s) exists which would limit or restrict the MPO’s obligation to pay, as set forth in this Agreement, including but not limited to those described in Section 7. The MPO’s obligation to pay the CONTRACTOR is contingent upon the MPO’s receipt of funds from the FDOT for the purposes of this Agreement.

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

**Section 12. Termination.** This Agreement may be terminated by the CONTRACTOR for cause upon thirty (30) days written notice to the MPO’s representative. It may also be terminated by the MPO, in whole or in part, for cause, immediately upon written notice to the CONTRACTOR, and without cause and for the convenience of the MPO upon five (5) days written notice to the CONTRACTOR. Notwithstanding the forgoing or anything in this Agreement to the contrary, termination by the MPO shall not become effective until written notice of termination has actually been received by the CONTRACTOR at its address set forth in this Agreement or other address designated in writing by the CONTRACTOR in a notice to the MPO. The CONTRACTOR shall not be entitled to any

anticipated lost profits on uncompleted Work or other damages because of the MPO's termination of this Agreement for convenience. The CONTRACTOR shall be paid for services rendered to the MPO's satisfaction through the date of termination except, if the CONTRACTOR is in default, the MPO shall have a right of set off against the amount that would otherwise be payable to the CONTRACTOR to compensate the MPO for any actual damages suffered because of the CONTRACTOR default(s). After receipt of a Termination Notice from the MPO, except as otherwise directed by the MPO, the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Incur no further costs or place orders for materials, services, or facilities, except as may be necessary to complete that portion of the Work not terminated; provided, that the CONTRACTOR has obtained the MPO'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 MPO.
- 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 MPO's Contract Representative.

**Section 13. Indemnification.** The CONTRACTOR shall save, protect, reimburse, indemnify and hold the MPO, and their respective agents, employees, volunteers and elected officers harmless from and against claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of or related in any manner to the extent of the CONTRACTOR's negligent performance of the terms of this Agreement or due to the negligent acts, errors or omissions, of any kind or character, of the CONTRACTOR or any of its officers, agents, employees or volunteers.

**Section 14. Claims/Damages.** The MPO and the CONTRACTOR each acknowledge the waiver of sovereign immunity for liability in tort contained in Section 768.28, F.S., the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or property damage caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The MPO and the CONTRACTOR agree to be responsible for all such claims, and damages, in tort, to the extent and limits provided in Section 768.28, F.S., arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense that the parties may have under such statute, nor as consent to be sued by third parties. The CONTRACTOR agrees that neither the MPO nor FDOT shall be subject to any obligations or liabilities to any third-party contractor, subcontractor or any other entity pertaining to any matter resulting from this Agreement. Notwithstanding the foregoing and to the extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold the MPO harmless from any claim, damage, loss, cost, charge or expense arising out of any act, error, omission or negligent act of the CONTRACTOR, its officers, employees, and agents, in the performance of this Agreement, except that the CONTRACTOR shall not be responsible to the extent of any act, error, omission or negligent act of the MPO or its officers or employees during the performance of this Agreement.

Section 15. **Insurance.** It shall be the responsibility of the CONTRACTOR to provide evidence of the following minimum amounts of insurance coverage or legal liability protection:

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

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

2. Workers' Compensation and Employers Liability. The CONTRACTOR shall maintain Workers' Compensation Insurance, employer's liability insurance and any other insurance as required by Florida Statutes. In addition, the CONTRACTOR must obtain Employers' Liability Insurance with limits of not less than: (i) \$500,000 Bodily Injury by Accident, and (ii) \$500,000 Bodily Injury by Disease, each employee adjusted periodically as may be required by law from time to time. The Workers' Compensation insurance shall extend to all employees of the CONTRACTOR and, if required by law, shall also extend to volunteers of the CONTRACTOR.

3. Business Automobile Liability. During the term of this Agreement, the CONTRACTOR shall maintain Business Automobile Liability Insurance with coverage extending to all Owned, Non-Owned and Hired autos used by the CONTRACTOR in connection with its operations under this Agreement. The minimum limits acceptable shall be \$1,000,000 Combined Single Limit ("CSL"). The use of an excess/umbrella liability policy to achieve the limits required by this paragraph will be acceptable as long as the terms and conditions of the excess/umbrella policy are no less restrictive than the underlying Business Automobile Liability policy.

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

B. Evidence of Insurance. Prior to the CONTRACTOR receiving its Notice to Proceed from the MPO, satisfactory evidence of the required insurance shall be provided to the MPO. Satisfactory evidence shall be either: (i) a copy of the declaration page certified by the insurer to the MPO designating the MPO as an "additional insured" as appropriate; or (ii) an insurance company certified copy of the actual insurance policy. The MPO, at its sole option, may from time to time request a certified (by the insurer) copy of any or all insurance policies required by this Agreement. The CONTRACTOR, in the manner provided in this Agreement for giving notice, shall forward to the MPO any of the instruments required hereunder within thirty (30) days of request by the MPO or, on not less than a yearly basis, not later than the effective date of any

policy or policy renewal. If the CONTRACTOR does not furnish proof of insurance as set forth in this section within thirty (30) days of the receipt of a request therefore from the MPO or on not less than a yearly basis, or if the CONTRACTOR fails to at all or any times to maintain adequate insurance as required herein, the MPO may, but shall not be obligated to obtain insurance to satisfy this Section 16. The declaration page or policy shall list the "Palm Beach Metropolitan Planning Organization, d/b/a the Palm Beach MPO", as the named "additional insured." The CONTRACTOR's failure to provide evidence of coverage prior to the time the CONTRACTOR is to commence performance shall be grounds for the MPO's cancellation or termination of this Agreement. If the CONTRACTOR elects to self-insure during the term of this Agreement, it shall provide evidence thereof in a form deemed satisfactory to MPO and have received MPO's approval in writing thereof prior to terminating the CONTRACTOR's insurance coverage.

C. When obtaining new insurance, the CONTRACTOR shall obtain evidence of insurance as set forth in Section 15.B. containing a statement that unequivocally provides that not less than thirty (30) days written notice to MPO will be given prior to cancellation or non-renewal of coverage thereunder. In the event the CONTRACTOR is unable to provide the proper evidence of insurance as provided in Section 16.B. above that satisfy the notice requirements of this paragraph, the MPO's Executive Director may, on a case by case basis and for good cause shown (*e.g.*, the CONTRACTOR is unable to furnish proper evidence of insurance that complies in all respects with the notice requirements after diligently attempting to obtain such evidence), waive or vary these notice requirements, but the MPO Executive Director shall not be obligated to waive or vary these requirements.

D. All insurance must be acceptable to and approved by MPO 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 MPO and prior to any construction or other Work as part of this Agreement, and at all times during the term of this Agreement, the CONTRACTOR at its sole cost and expense, shall procure and at all times maintain the insurance specified in this Section 15. In addition, the CONTRACTOR shall ensure that their subcontractors, and any other contractors in privity with the CONTRACTOR shall maintain the insurance coverages set forth below. Any attorneys' or paralegals' fees shall be in addition to the coverage or limits set forth herein.

2. All insurance to be obtained will name the MPO, as its respective interests may appear, and will require the insurer to give written notice of any cancellation or change to be sent to the CONTRACTOR and the MPO at least forty-five (45) days prior to cancellation, termination, or material change.

3. Unless otherwise approved by the MPO, 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 MPO 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 MPO and the CONTRACTOR shall amend this Agreement to provide a successor rating service and ratings, which in the MPO's reasonable judgment are similar to what is required by this Agreement. "Claims made" insurance shall not be acceptable insurance under this Agreement.

4. The CONTRACTOR, and its general contractor, any other contractors in privity with either the CONTRACTOR shall be solely responsible for all deductibles and retentions contained in their respective policies.

5. The MPO will be included as an "Additional Insured" on the Commercial General Liability, any Umbrella Liability, and Builders' Risk policies. The CONTRACTOR's insurance policies will be primary over any and all insurance available to the MPO, whether purchased or not, and must be non-contributory.

6. The terms and conditions of all policies may not be less restrictive than those contained in the most recent edition of the policy forms, as revised from time to time, issued by the Insurance Services Office ("ISO") or the National Council on Compensation Insurance ("NCCI"). If ISO or NCCI issues new policy forms during the policy term of the required insurance, the CONTRACTOR will not be required to comply with the new policy forms until the expiration date of the insurance policy affected by the change.

7. The CONTRACTOR will ensure that each insurance policy obtained by it or by any sub-contractor on the Work provides that the insurance company waives all right of recovery by way of subrogation against the MPO in connection with any damage covered by any policy.

F. Premiums and renewals. The CONTRACTOR shall pay as the same become due all premiums for the insurance required by this section 15., shall renew or replace each such policy and deliver to the MPO 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 MPO in its reasonable discretion. The MPO may request a change in the insurance coverage, if it is commercially reasonable; provided, that such coverage is available at commercially reasonable rates.

2. The CONTRACTOR has the right to contest the request for a change in insurance but must be commercially reasonable.

H. MPO right to procure insurance. If the CONTRACTOR or its sub-contractor refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required pursuant to this Agreement, the MPO, at its option, may but shall not be obligated to, procure or renew such insurance. Regardless of whether the MPO decides to obtain insurance, that shall not excuse the CONTRACTOR's responsibility for any loss, damages, or injury. In that event, all commercially reasonable amounts of money paid therefor by the MPO shall be treated as a right to suspend any payments under this Agreement to the CONTRACTOR, until the CONTRACTOR pays any insurance premiums due or paid for by the MPO. Such amounts shall be paid by the CONTRACTOR to the MPO within twenty (20) calendar days of written notice thereof.

I. Waiver of Subrogation. A full waiver of subrogation shall be obtained from all insurance carriers. The CONTRACTOR shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against the MPO in connection with any damage covered by any policy.

Section 16. **Personnel.** The CONTRACTOR warrants that all professional services shall be performed by skilled and competent personnel to the highest professional standards in the field.

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

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

Section 17. **Public Entity Crimes.** In accordance with Sections 287.132 and 287.133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, CONTRACTOR certifies that it, its affiliates, suppliers, and subcontractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date of this Agreement.

Section 18. **Discriminatory Vendor List.** The CONTRACTOR hereby certifies that it has not been placed on Florida's Department of Management Services' Discriminatory Vendor List as provided under Section 287.134, F.S.

Section 19. **Reserved.**

Section 20. **E-Verify.**

A. The MPO has agreements with FDOT which require the MPO to agree and assure the FDOT that the U.S. Department of Homeland Security's E-Verify System (System) will be used to verify the employment eligibility of CONTRACTOR's employees and the employees of the CONTRACTOR's subcontractors, performing Work pursuant to this Agreement. In addition, Florida law will effective January 1, 2021, require that the E-verify system be used by the CONTRACTOR. See s. 448.095, F.S. Accordingly, the CONTRACTOR agrees that it will utilize the System, in accordance with the law and the regulations applicable to the System, to verify the employment eligibility of its employees and that it will require any subcontractor used in the performance of the Work to verify the employment eligibility of its employees. The CONTRACTOR shall provide evidence that it and its subcontractors have so verified the employment eligibility of all employees to the MPO and FDOT on forms and in the manner required by the MPO.

B. The CONTRACTOR acknowledges that the MPO has received and will seek funds from the FDOT, and that such funds may be used to pay CONTRACTOR for the services it provides under this Agreement. The CONTRACTOR further acknowledges that FDOT has advised recipients of FDOT funds that it will consider a contractor's employment of unauthorized aliens to be a material violation of the Immigration and Nationality Act and this Agreement. The CONTRACTOR affirms to the MPO that it will not employ unauthorized aliens or take any other act which may cause the MPO to be in violation of any term or condition of any agreement between the MPO and the FDOT.

Section 21. **Title VI – Nondiscrimination Policy Statement.**

The Palm Beach Metropolitan Planning Organization (MPO) values diversity and both welcomes and actively seeks input from all interested parties, regardless of cultural identity, background, or income level. Moreover, the MPO does not tolerate discrimination in any of its programs, services, or activities.

The MPO will not exclude participation in, deny the benefits of, or discriminate against anyone on the grounds of race, color, national origin, sex, age, disability, religion, income, or family status. Additionally, the MPO extends these same assurances to any protected class as recognized by any of the local governments within its service area. The MPO will actively work to ensure inclusion of everyone in our community so that our programs, services and activities represent the diversity we enjoy.

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

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

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

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

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

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

E. Sanctions for Noncompliance: In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this Agreement, the FDOT shall impose such contract sanctions as it or the FHWA, FTA, the FAA, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

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

F. Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraphs (A) through (E) of this section in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the FDOT, FHWA, FTA, the FAA, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the FDOT to enter into such litigation to protect the interests of the FDOT, and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

G. The CONTRACTOR does hereby represent and certify that it will comply with all the requirements imposed by Title VI of the Civil Rights Acts of 1964 and Title VII of the Civil Rights Act of 1968, as they have been and may be modified from time to time (42 U.S.C. 2000d, *et. seq.* and 3601 *et. seq.*), and all applicable implementing regulations of the U.S.DOT and its agencies.

H. Accessibility: The CONTRACTOR will abide by Title II and Title III of the Americans with Disabilities Act of 1990. Where CONTRACTOR work items include assessing or planning pedestrian rights of way, it will follow the FDOT Design Manual or Florida GreenBook, as applicable. The CONTRACTOR does hereby represent and certify that it will comply with all the requirements of the Americans with Disabilities Act (42. U.S.C. 12102, *et. seq.*) and all applicable implementing regulations of the U.S.DOT and its agencies.

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

J. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*, 78 Stat. 252), (prohibits discrimination on the basis of race, color, national origin), and 49 CFR Part 21. The Uniform Relocation Assistance and Real Estate Acquisition Policies Act of 1970 (42 U.S.C. §4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal Aid highway Act of 1973 (23 U.S.C. §324 *et seq.*) (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 *et seq.*), as amended; (prohibit discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. §6101 *et seq.*), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 U.S.C. §471, Section 47123), as amended, (prohibits discrimination based on age, creed, color, national origin, or sex); The Civil rights Restoration Act of 1987 (P.L. 100-209) (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, be expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R., parts 37 and 38; The

Federal Aviation Administration's Non-discrimination status (49 U.S.C. §47123)(prohibits discrimination of the basis race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority and low-income populations by discouraging programs, policies, and effects on minority and low-income populations); Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. §1681 *et seq.*).

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

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

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

## Section 22. **Conflict of Interest.**

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

B. The CONTRACTOR shall promptly notify the MPO's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the CONTRACTOR's judgment or the quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that the CONTRACTOR may undertake and advise the MPO as to whether the association, interest, or circumstance would constitute a conflict of interest if entered into by the CONTRACTOR. The MPO may notify the CONTRACTOR of its opinion as to whether a conflict exists under the circumstances identified by the CONTRACTOR. If, in the opinion of the MPO, the prospective business association, interest or circumstance would constitute a conflict of interest by the CONTRACTOR, then the CONTRACTOR shall immediately act to resolve or remedy the conflict. If the CONTRACTOR shall fail to do so, the MPO may terminate this Agreement for cause.

C. The CONTRACTOR shall not enter into any contract, subcontract, or arrangement in connection with the Work (also referred to as "Project," "Scope," or "Scope of Services") or any property included or planned to be included in the Work, with any officer, director or employee of the MPO or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's director's or employee's spouse or child, or any combination of them, has a material interest.

D. "Material Interest" means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of any business entity.

E. The CONTRACTOR shall not enter into any contract or arrangement in connection with the Work or Project, with any person or entity that was represented before the MPO by any person, who at any time during the immediately preceding two (2) years, was an officer, director or employee of the MPO.

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

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

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

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

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

**Section 26. Members of Congress.** No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

A. The CONTRACTOR agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the MPO, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. If any funds other than federal appropriated funds have been paid to the CONTRACTOR for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Work, the CONTRACTOR shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions or provide notification to the MPO in any other manner the MPO may allow.

C. The CONTRACTOR shall include the two (2) above-stated clauses modified to show the contractual relationship, in all subcontracts it enters into related to the Work.

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

**Section 27. Application of Federal Requirements.** This Agreement is funded, in part, by funds made available by the FTA. Additional terms and conditions are set forth in Exhibit "C" attached hereto and made applicable to the CONTRACTOR and a part of this Agreement by this reference. The CONTRACTOR shall perform the duties and obligations described in Exhibit "C" and shall complete the representations and provide any information required therein.

**Section 28. Remedies.** This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. No person or entity other than the CONTRACTOR or the MPO shall have any rights in this Agreement or any remedy against either the CONTRACTOR or the MPO for a violation of any of the terms and conditions set forth herein or pertaining in any way to the services to be rendered by the CONTRACTOR to the MPO 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 MPO and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

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

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

A. By certified U.S. Mail, return receipt requested, postage prepaid, and addressed to the party to receive such notice, invoice, or communication, as set forth below; or

B. By nationally recognized overnight courier service (e.g., FedEx, UPS, etc.) prepaid and addressed to the party to receive such notice, invoice, or communication, as set forth below; or

C. By hand delivery to the office of the party to whom such notice, invoice, or communication is being given. All notices, invoices, or communications shall be addressed to a party at the address given below or such other address as may hereafter be designated by notice in writing.

If to the MPO:

Palm Beach Metropolitan Planning Organization  
c/o Executive Director  
301 Datura Street  
West Palm Beach, FL 33401

If to the CONTRACTOR:

Palm Beach Accounting and Financial Services, LLC  
235 South County Road Suite 201  
Palm Beach, FL 33401

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

D. A notice or communication, under this Agreement, from one party to another party shall be sufficiently given or delivered if dispatched to the party's individual listed in Section 36.C. by hand delivery, or by nationally recognized overnight courier (*i.e.* – Federal Express, United Parcel Services, *etc.*) providing receipts, or by U.S. certified mail, postage prepaid, return receipt requested.

E. Notices; Addresses; Time. Either party may unilaterally change its addressee or address, by giving written notice thereof to the other party pursuant to this Section 36, but the change is not effective until the change notice is actually received by the other party.

F. Notice given by certified mail, return receipt requested, properly addressed and with postage fully prepaid, is deemed given when deposited in the United States mails within the continental United States, if the notice is thereafter delivered in due course at the address to which properly sent. Notice given by overnight courier, service prepaid, properly addressed is deemed given when deposited with the courier within the continental United States, if the notice is thereafter delivered in due course at the address to which properly sent. Notice given by manual delivery is deemed given only when actually received by the recipient.

G. Relay of Official Notices and Communications. If the CONTRACTOR or the MPO 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 MPO and the CONTRACTOR.

**Section 38. Truth in Negotiations Certificate.** Signature of this Agreement by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the CONTRACTOR's most favored customer for the same or substantially similar service.

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

**Section 39. Federal and State Taxes.** The MPO is exempt from payment of the Florida State Sales and Use Taxes. The MPO may sign or have cause to have signed an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the MPO, nor is the CONTRACTOR authorized to use the MPO's Tax Exemption Number in securing such materials.

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

Section 40. **Successor and Assigns.** The CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. The CONTRACTOR shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

Section 41. **Excusable Delays.** The CONTRACTOR shall not be considered in default by reason of any failure in performance if its failure arises out of causes reasonably beyond the control of the CONTRACTOR and without its fault or negligence. Such causes are limited to, acts of God, force majeure, natural or public health emergencies, freight embargoes, and abnormally severe and unusual weather conditions.

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

Section 42. **Pledge of Credit.** The CONTRACTOR shall not pledge the MPO's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

Section 43. **Florida Law prevails; Venue of Enforcement.**

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

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

Section 44. **Miscellaneous provisions.**

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

investigation, audit, inspection, review, or hearing pursuant to this section. The CONSULTANT understands and will comply with this subsection.

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

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

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

#### Section 45. Foreign Market Restrictions.

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

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

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

(1) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

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

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

**Section 46. Recycled Products/Recovered Materials**

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

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

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IN WITNESS WHEREOF, the Palm Beach Metropolitan Planning Organization and the CONTRACTOR have hereunto set their hands to this Agreement on this 21<sup>st</sup> day of May, 2026.

**Palm Beach Accounting and Financial Services, LLC**

**Palm Beach Metropolitan Planning Organization**

By: AK Chestnut Evans

By: \_\_\_\_\_

Title: PRESIDENT

Valerie Neilson, Executive Director

Date: 4/29/2026

Date: \_\_\_\_\_

**ATTEST FOR Palm Beach Accounting and Financial Services, LLC**

**ATTEST FOR MPO:**



\_\_\_\_\_

Print Name: JOSHUA NELSON

Ruth Del Pino, MPO Agency Clerk

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

\_\_\_\_\_

Milton Collins, Esq.  
MPO General Counsel

## **Exhibit A**

### **Scope of Services**

#### Certified Public Accountant Services

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

CONSULTANT shall support the MPO in the use of Aclarian and Isolved Dominion Software

The services shall include but not be limited to:

- I. Consulting
  - a. Periodic review of MPO financial policies and operating efficiencies
  - b. Bi-Weekly status meetings
  
- II. Audit Support
  - a. Account reconciliations
  - b. Provide needed documentation and reports
  - c. Provide audit process support
  - d. Grant reimbursement reconciliation with MPO GL
  - e. Draft accrual, prepaid expense, and other journal entries
  - f. SEFA generation
  - g. Preparation of notes and required supplementary information
  - h. Internal controls over compliance testing
  - i. Collaboration with MPO auditors
  
- III. Period Closing Process
  - a. Periodic efficiency evaluation and improvement recommendations
  - b. Review journal entries
  - c. Review draft financial reports
  - d. Meet with MPO Finance team to review/analyze preliminary financial reports
  - e. Verify compliance with all relevant reporting requirements
  
- IV. Budgeting
  - a. Assist in preparation of budgets with various grant funding sources
  - b. Assist in long-term financial projections as needed

**Exhibit B**

**Fee Schedule**

**Palm Beach Accounting and Financial Services, LLC**

<b>Classification</b>	<b>Hourly Rate</b>
Certified Public Accountant - Partner	\$ 275
Certified Public Accountant - Senior	\$ 250
Certified Public Accountant	\$ 225
Accountant - Senior	\$ 195
Bookkeeper	\$ 175
Admin/Secretarial	\$ 95

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

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

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

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

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

stated provision in each subcontract financed in whole or in part with FTA assisted funding.

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

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

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

2. Equal Employment Opportunity:

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

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

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

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

(c) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as

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

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

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

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

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

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

L. Seat Belts. CONTRACTOR is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate CONTRACTOR-owned, rented or personally operated vehicles, to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging, and to address each in every sub-agreement it enters into related to this Agreement. Specifically, CONTRACTOR is encouraged to comply with: (a) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging

While Driving,” October 1, 2009, 23 U.S.C. § 402 note; (b) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009; and (c) U.S. DOT provisions pertaining to Distracted Driving as set forth in said orders.

## MPO RESOLUTION 2026-05

### **A RESOLUTION APPROVING THE WEISS SEROTA HELFMAN COLE & BIERMAN, P.L. CONTRACT FOR LEGAL CONSULTING SERVICES**

**WHEREAS**, the Palm Beach Metropolitan Planning Organization (MPO) is the designated and duly constituted body responsible for the urban transportation planning process for Palm Beach County; and

**WHEREAS**, the MPO has determined that it is necessary and appropriate to enter into a contract for Legal Services; and

**WHEREAS**, the MPO defined the Scope of Services as set forth in Exhibit A of the Contract attached hereto and incorporated herein (“Services” or “Work”), and in accordance with the MPO Procurement Policy, Legal Consulting Services are an exempt purchase; and

**WHEREAS**, Weiss Serota Helfman Cole & Bierman, P.L. (hereinafter referred to as the “CONSULTANT”) has been selected in accordance with applicable procurement procedures and has demonstrated the qualifications and experience necessary to perform the required services; and

**WHEREAS**, the MPO elected to continue receiving Services from CONSULTANT by means of a contractual agreement; and

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

**WHEREAS**, the MPO desires to enter into Contract Agreement No. 2026-04 (hereinafter referred to as the “Agreement”) for Legal Consulting Services; and

**WHEREAS**, the Agreement covers the term of July 1, 2026 to June 30, 2029 with a maximum amount of funding of \$245,000; and

**WHEREAS**, the Agreement includes the option to extend the services for two (2) additional one (1) year periods as deemed appropriate by the MPO by \$100,000 per year; and

**NOW THEREFORE, BE IT RESOLVED BY THE PALM BEACH MPO, THAT:**

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

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

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

**SECTION 4.** This Resolution shall take effect upon adoption.

The foregoing Resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_, and upon being put to a vote, the motion passed. The Chair thereupon declared the Resolution duly adopted this 21<sup>st</sup> day of May 2026.

PALM BEACH METROPOLITAN  
PLANNING ORGANIZATION,

By: \_\_\_\_\_  
Yvette Drucker, MPO Chair

ATTEST:  
SUFFICIENCY

APPROVED AS TO FORM AND LEGAL

\_\_\_\_\_  
Ruth Del Pino, MPO Agency Clerk

\_\_\_\_\_  
Milton Collins, MPO General Counsel

# **PALM BEACH MPO AGREEMENT NO. 2026-04**

## **BETWEEN THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION AND WEISS SEROTA HELFMAN COLE & BIERMAN, P.L. (CONSULTANT) FOR LEGAL CONSULTING SERVICES**

This Agreement is made as of this 21st day of May, 2026, by and between the Palm Beach MPO, an entity created pursuant to the provisions of Chapters 163 and 339, Florida Statutes, (hereinafter referred to as the "MPO"), located at 301 Datura Street, West Palm Beach, FL 33401 and Weiss Serota Helfman Cole & Bierman, P.L., a Florida Limited Liability Company authorized to do business in the State of Florida and whose principal place of business is located at 2255 Glades Road, Suite 200E, Boca Raton, FL 33431 (hereinafter referred to as the "CONSULTANT").

### **WITNESSETH**

**WHEREAS** the MPO defined the Scope of Services as set forth in Exhibit "A" attached hereto and incorporated herein ("Services" or "Work"); and

**WHEREAS** the MPO elected to continue receiving Services from CONSULTANT by means of contractual agreement; and

**WHEREAS** the CONSULTANT agrees to provide the Services and the MPO agrees to pay the CONSULTANT 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. MPO Fiscal year is July 1 through June 30.
  10. JPA is Joint Participation Agreement

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

Section 3. **Term.** This Agreement shall take effect on July 1, 2026, and shall remain in full force and effect for a period of three years (36 months), expiring June 30, 2029. *Two (2) additional twelve (12) month renewal options(s) may be exercised at the MPO's sole discretion. If the MPO elects to exercise the option(s), the MPO will notify the CONSULTANT in writing of its election at least fifteen (15) days prior to the expiration of the then current term of the Agreement at the address set forth in Section 36 of this Agreement.*

**Section 4. Services.**

- A. The MPO hereby engages the CONSULTANT 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 CONSULTANT shall comply with all applicable Federal, State, and local laws, Executive Orders, ordinances, and regulations relevant to the Services identified under this Agreement. If any provision of this Agreement requires the CONSULTANT to violate any Federal, State, or local law, Executive Order, ordinance, or regulation, CONSULTANT will immediately notify the MPO in writing of the appropriate changes and modifications that are necessary to proceed with the Services in compliance with the law.
- C. Legal services may include advice, meetings, attendance at proceedings, communications, and other professional services that do not result in a tangible deliverable.
- D. This Section 4. shall survive the termination of this Agreement.

**Section 5. Payments.**

- A. The MPO agrees to pay CONSULTANT a maximum amount under this agreement of \$245,000.00 dollars in United States currency for the Services, including all out-of-pocket or reimbursable expenses. *If the MPO exercises the option(s) to extend the agreement, the maximum amount increases by \$100,000.00 dollars for each year extended. The MPO anticipates that funds will be allocated and distributed for each year of the Agreement as follows:*

<i>FY 2027</i>	<i>\$75,000.00</i>
<i>FY 2028</i>	<i>\$80,000.00</i>
<i>FY 2029</i>	<i>\$90,000.00</i>
<i>FY 2030*</i>	<i>\$100,000.00</i>
<i>FY 2031*</i>	<i>\$100,000.00</i>

*\* If MPO elects to extend the agreement.*

*Based upon work requested by the MPO to be performed and the billing rate provided by this Agreement, the foregoing amounts may be increased if necessary.*

- B. The CONSULTANT will bill the MPO on a monthly basis for deliverables that have been completed and approved of by the MPO. The CONSULTANT'S charges for all work provided under any Work Order issued by the MPO shall not exceed the hourly rates set forth in the Hourly Rate Schedule attached as Exhibit "B" (containing the final loaded rate for billing purposes for the CONSULTANT staff classifications that will perform services under this Agreement), which Exhibit "B" of hereby incorporated into this Agreement and made a part hereof. The parties agree that annual increases to said hourly unloaded rates shall not exceed 5% (five percent), unless increased for good cause established by the CONSULTANT and accepted by the MPO's Executive Director. Increases in the contract rate shall generally occur on the first day of each calendar year. 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 MPO'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 MPO's representative, indicating that services have been rendered in conformity with this Agreement and then will be sent to the MPO Finance Department for payment. Each invoice shall be accompanied by the corresponding deliverables previously approved by the MPO's representative so that the MPO 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 MPO'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 MPO.
- 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 MPO and all charges and costs have been invoiced to the MPO. 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 MPO Executive Director and the MPO can receive payment under its Joint Participation Agreement (JPA) with the FDOT.

Section 6. **Availability of Funds.** The MPO's performance and obligation to pay under this Agreement is contingent upon its receipt of funds, as a grantee or funding recipient of FDOT or the U.S. DOT or an agency thereof, which funds are to be used for the purposes of this Agreement. In addition, the MPO 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 MPO may be reimbursed.
- C. FDOT shall not approve any requisition or invoice submitted by the MPO to FDOT for reimbursement; or
- D. FDOT shall terminate or cancel its JPA ("Joint Planning Agreement") with the MPO or fail to fully fund its obligations thereunder. The MPO's failure to receive funds or the revocation of funding shall constitute a basis for the MPO'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 MPO ("Public Record" or "Public Records"), shall be the shared property of the MPO, CONSULTANT, and any agencies that have provided funding but may be reused by the MPO and the CONSULTANT.

- A. The CONSULTANT shall deliver to the MPO'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 MPO 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 MPO or all its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly. Without the MPO's prior written consent unless required by lawful willful 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 MPO 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 MPO, if the MPO 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 MPO, if pursuant to direction of the MPO, 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 MPO 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 MPO, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the MPO.
- F. Upon request from the MPO's custodian of Public Records, the CONSULTANT shall provide the MPO with a copy at no cost to the MPO of the requested records. Unless otherwise provided by law, copies of any and all Public Records are and shall remain the property of the MPO.
- 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 MPO, 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 MPO, at no cost to the MPO, within forty-five (45) days (unless the MPO advises the CONSULTANT that it already has copies of those Public Records). Unless the MPO 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 MPO in a format that is compatible with the MPO's information technology systems. Once the Public Records have been delivered upon completion or termination of this Agreement, the CONSULTANT may destroy any and all duplicate Public Records that are exempt or confidential and exempt, as defined by Florida or Federal law, from Public Records disclosure requirements, pursuant to law.
- I. Notwithstanding anything contained herein, the CONSULTANT further agrees to:
  - 1. Keep and maintain public records that ordinarily and necessarily would be required by the MPO in order to perform the Services;
  - 2. Provide the public with access to public records on the same terms and conditions that the MPO would provide the records and at a cost that does not exceed the cost provided in Chapter 119 F.S, or as otherwise provided by the law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost to the MPO, all public records in possession of the CONSULTANT upon termination of the Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the MPO in a format that is compatible with the information technology system of the MPO, as determined by the MPO.

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

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

**MPO Records Custodian  
561.725.0800; Info@PalmBeachMPO.org  
Palm Beach MPO, 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 MPO by affording to the CONSULTANT notice as provided in Section 36 of this Agreement.

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

#### **Section 8. Access and Audits.**

- A. The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) years after completion or termination of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, the CONSULTANT shall maintain such records until notified by the MPO that the litigation or claims have been concluded and resolved. The CONSULTANT shall maintain all records in Palm Beach County or such other locations in the State of Florida approved by the MPO's Contract Representative.
- B. The CONSULTANT shall comply and cooperate with any audit, monitoring procedures, accounting process, or other processes deemed appropriate by the MPO 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 MPO's or the CONSULTANT's place of business.

**Section 9. Preparation of Documents, Certifications and Reports.** Should the MPO 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 MPO with the preparation of such at no cost to the MPO 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 MPO 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 MPO. The expenditure of such funds is subject to the terms and conditions of any agreement between the MPO 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 MPO requests which would cause the MPO to be in violation of any term or condition of its JPA with FDOT or cause FDOT to refuse to approve a requisition or invoice for payment or reimbursement submitted by the MPO. The CONSULTANT will immediately remedy any deficiency or violation found by the MPO upon notice of such from the MPO, 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 MPO. In the event of termination, the CONSULTANT will be paid by the MPO for services satisfactorily rendered through the effective date of termination; provided, that, no circumstance(s) exists which would limit or restrict the MPO's obligation to pay, as set forth in this Agreement, including but not limited to those described in Section 7. The MPO's obligation to pay the CONSULTANT is contingent upon the MPO'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 MPO 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 MPO's representative. It may also be terminated by the MPO, in whole or in part, for cause, immediately upon written notice to the CONSULTANT, and without cause and for the convenience of the MPO upon five (5) days written notice to the CONSULTANT. Notwithstanding the forgoing or anything in this Agreement to the contrary, termination by the MPO shall not become effective until written notice of termination has 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 MPO. The CONSULTANT shall not be entitled to any anticipated lost profits on uncompleted Work or other damages because of the MPO's termination of this Agreement for convenience. The CONSULTANT shall be paid for services rendered to the MPO's satisfaction through the date of termination except, if the CONSULTANT is in default, the MPO shall have a right of set off against the amount that would otherwise be payable to the CONSULTANT to compensate the MPO for any actual damages suffered because of the CONSULTANT default(s). After receiving a Termination Notice from the MPO, except as otherwise directed by the MPO, the CONSULTANT shall:

- A. Stop working 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 MPO'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 MPO.
- 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 MPO's Contract Representative.

Section 13. **Indemnification.** The CONSULTANT shall save, protect, reimburse, indemnify and hold the MPO, 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.

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

Section 14. **Claims/Damages.** The MPO 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 MPO and the CONSULTANT agree to be responsible for all such claims, and damages, in tort, to the extent and limits provided in Section 768.28, F.S., arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense that the parties may have under such statute, nor as consent to be sued by third parties. The CONSULTANT agrees that neither the MPO nor FDOT shall be subject to any obligations or liabilities to any third-party CONSULTANT, subconsultant or any other entity pertaining to any matter resulting from this Agreement. Notwithstanding the foregoing and to the extent permitted by law, CONSULTANT agrees to indemnify, defend and hold the MPO 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 MPO 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 MPO agree that the limits of insurance coverage which the CONSULTANT is to procure and maintain through the term of this Agreement, on behalf of itself, will procure and maintain (or cause to be procured and maintained by any CONSULTANT sub-CONSULTANT) the following coverages:
1. **Commercial General Liability.** During the term of this Agreement, the CONSULTANT, on its behalf, shall maintain Commercial General Liability Insurance. Coverage shall include, as a minimum: (i) Premises Operations, (ii) Personal Injury Liability, (iii) Property Damage, (iv) Expanded Definition of Property Damage, (v) Products and Completed Operations, (vi) Legal malpractice and (vii) 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 MPO as an "additional insured". The use of an excess/umbrella liability policy to achieve the limits required by this paragraph will be acceptable if 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 MPO, 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 if the terms and conditions of the excess/umbrella policy are no less restrictive than the underlying Business Automobile Liability policy.
- B. **Evidence of Insurance.** Prior to the CONSULTANT receiving its Notice to Proceed from the MPO, satisfactory evidence of the required insurance shall be provided to the MPO. Satisfactory evidence shall be either: (i) a copy of the declaration page certified by the insurer to the MPO designating the MPO as an "additional insured" as appropriate; or (ii) an insurance company certified copy of the actual insurance policy. The MPO, 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 MPO any of the instruments required hereunder within thirty (30) days of request by the MPO 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 MPO 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 MPO may, but shall not be obligated to obtain insurance to satisfy this Section 16. The declaration page or policy shall list the "Palm Beach Metropolitan Planning Organization, d/b/a the Palm Beach MPO," 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 MPO'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 MPO and have received MPO'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 MPO will be given prior to cancellation or non-renewal of coverage thereunder. In the event the CONSULTANT is unable to provide the proper evidence of insurance as provided in Section 16.B. above that satisfy the notice requirements of this paragraph, the MPO 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 MPO Executive Director shall not be obligated to waive or vary these requirements.
- D. All insurance must be acceptable to and approved by MPO 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 MPO and prior to any construction or other Work as part of this Agreement, and at all times during the term of this Agreement, the CONSULTANT at its sole cost and expense, shall procure and at all times maintain the insurance specified in this Section 15. In addition, the CONSULTANT shall ensure that their subconsultants, and any other CONSULTANTs in privity with the CONSULTANT shall maintain the insurance coverages set forth below. Any attorneys' or paralegals' fees shall be in addition to the coverage or limits set forth herein.
  - 2. All insurance to be obtained will name the MPO, 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 MPO at least forty-five (45) days prior to cancellation, termination, or material change.
  - 3. Unless otherwise approved by the MPO, 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 MPO 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 MPO and the CONSULTANT shall amend this Agreement to provide a successor rating service and ratings, which in the MPO's reasonable judgment are similar to what is required by this Agreement. "Claims made" insurance shall not be acceptable insurance under this Agreement.

4. The CONSULTANT, and its general CONSULTANT, any other CONSULTANTS in privity with either the CONSULTANT shall be solely responsible for all deductibles and retentions contained in their respective policies.
  5. The MPO 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 MPO, whether purchased or not, and must be non-contributory.
  6. The terms and conditions of all policies may not be less restrictive than those contained in the most recent edition of the policy forms, as revised from time to time, issued by the Insurance Services Office ("ISO") or the National Council on Compensation Insurance ("NCCI"). If ISO or NCCI issues new policy forms during the policy term of the required insurance, the CONSULTANT will not be required to comply with the new policy forms until the expiration date of the insurance policy affected by the change.
  7. The CONSULTANT will ensure that each insurance policy obtained by it or by any sub-CONSULTANT on the Work provides that the insurance company waives all rights of recovery by way of subrogation against the MPO in connection with any damage covered by any policy.
- F. Premiums and renewals. The CONSULTANT shall pay the same due to all premiums for the insurance required by this section 15., shall renew or replace each such policy and deliver to the MPO 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 insurance coverage required by section 15. may be reviewed periodically by the MPO in its reasonable discretion. The MPO 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. The MPO right to procure insurance. If the CONSULTANT or its sub-CONSULTANT 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 MPO, at its option, may but shall not be obligated to, procure, or renew such insurance. Regardless of whether the MPO decides to obtain insurance, which shall not excuse the CONSULTANT's responsibility for any loss, damage, or injury. In that event, all commercially reasonable amounts of money paid therefor by the MPO 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 MPO. Such amounts shall be paid by the CONSULTANT to the MPO 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 MPO 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 MPO, nor shall they be considered as joint employees or volunteers of the MPO.
- B. All the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, licensed, authorized or permitted under state and local law to perform such services.

Section 17. **Public Entity Crimes.** In accordance with Sections 287.132 and 287.133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, CONSULTANT certifies that it, its affiliates, suppliers, and subconsultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date of this Agreement.

Section 18. **Discriminatory Vendor List.** The CONSULTANT hereby certifies that it has not been placed on Florida's Department of Management Services' Discriminatory Vendor List as provided under Section 287.134, F.S.

Section 19. **E-Verify.**

- A. The MPO has agreements with FDOT which require the MPO to agree and assure the FDOT that the U.S. Department of Homeland Security's E-Verify System (System) will be used to verify the employment eligibility of CONSULTANT's employees and the employees of the CONSULTANT's subconsultants, performing Work pursuant to this Agreement. In addition, Florida law will effective January 1, 2021, require that the E-Verify system be used by the CONSULTANT. See Cs/CS/CS/SB 664 (2020 Florida Legislature). Accordingly, the CONSULTANT agrees that it will utilize the System, in accordance with the law and the regulations applicable to the System, to verify the employment eligibility of its employees and that it will require any subconsultant used in the performance of the Work to verify the employment eligibility of its employees. The CONSULTANT shall provide evidence that it and its subconsultants have verified the employment eligibility of all employees to the MPO and FDOT on forms and in the manner required by the MPO.
- B. The CONSULTANT acknowledges that the MPO 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 CONSULTANT's employment of unauthorized aliens to be a material violation of the Immigration and Nationality Act and this Agreement. The CONSULTANT affirms to the MPO that it will not employ unauthorized aliens or take any other act which may cause the MPO to be in violation of any term or condition of any agreement between the MPO and the FDOT.

Section 20. **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. DOT 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 subconsultants, 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 Subconsultants, including Procurements of Materials and Equipment:** In all solicitations made by the CONSULTANT, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion, or family status.
- D. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the 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 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 subconsultant 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 MPO.
- J. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 Stat. 252), (prohibits discrimination on the basis of race, color, national origin), and 49 CFR Part 21. The Uniform Relocation Assistance and Real Estate Acquisition Policies Act of 1970 (42 U.S.C. §4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal Aid highway Act of 1973 (23 U.S.C. §324 et seq.) (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 et seq.), as amended; (prohibit discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. §6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 U.S.C. §471, Section 47123), as amended, (prohibits discrimination based on age, creed, color, national origin, or sex); The Civil rights Restoration Act of 1987 (P.L. 100-209) (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, be expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and CONSULTANTS, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R., parts 37 and 38; The Federal Aviation Administration's Non-discrimination status (49 U.S.C. §47123)(prohibits discrimination of the basis race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority and low-income populations by discouraging programs, policies, and effects on minority and low-income populations); Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable

steps to ensure LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. §1681 et seq.).

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

#### Section 21. **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 MPO's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstances 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 MPO as to whether the association, interest, or circumstance would constitute a conflict of interest if entered by the CONSULTANT. The MPO 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 MPO, 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 MPO 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 MPO 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 MPO by any person, who at any time during the immediately preceding two (2) years, was an officer, director or employee of the MPO.
- F. The CONSULTANT agrees for itself and shall insert in all contracts entered in connection with the Work or Project or any property included or planned to be included in the Work or Project,

and shall require its CONSULTANTS to insert in each of their subcontracts the following provision:

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

Section 22. **Independent CONSULTANT Relationship.** The CONSULTANT is and shall be, in the performance of the Work, services and activities under this Agreement, an Independent CONSULTANT and not an employee, agent, or servant of the MPO. 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 MPO shall be that of an Independent CONSULTANT and not as employees or agents of the MPO. The CONSULTANT does not have the power or authority to bind the MPO in any promise, agreement, or representation.

Section 23. **Assignment.** Neither this Agreement nor any interest herein shall be assigned, subcontracted, conveyed, transferred, or otherwise encumbered, in whole or in part, by the CONSULTANT without the prior written consent of the MPO, which consent may be withheld or refused for any reason or no reason. The parties agree that additional consideration incorporated into the payment schedule of this Agreement has been made for this provision.

Section 24. **Contingent Fees.** The 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 25. **Members of Congress.** No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

- A. The CONSULTANT agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the MPO, 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 MPO in any other manner the MPO 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 26. **Application of Federal Requirements.** This Agreement is funded, in part, by funds made available by the FTA. Additional terms and conditions are set forth in Exhibit "C" attached hereto and made applicable to the 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 27. **Remedies.** This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder, 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 MPO shall have any rights in this Agreement or any remedy against either the CONSULTANT or the MPO 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 MPO hereunder.

Section 28. **Enforcement Costs.** Any costs or expenses, including reasonable attorney fees, associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties.

Section 29. **No Waiver.** No waiver of any provisions of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.

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

Section 31. **Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

Section 32. **Severability.** Should any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement.

Section 33. **Entirety of Agreement and Modifications.** The MPO 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 34. **Survivability.** Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

Section 35. **Notice.** Notices, invoices, communications, and payments hereunder shall be deemed made if given in any of the following forms:

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

If to the MPO: Valerie Neilson, Executive Director  
Palm Beach Metropolitan Planning Organization  
301 Datura Street  
West Palm Beach, FL 33401

If to the CONSULTANT: Milton Collins, Esq.  
Weiss Serota Helfman Cole and Bierman, P.L.  
2255 Glades Road Suite 200E  
Boca Raton, FL 33431

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 Section 36., but the change is not effective until the change notice is 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 received by the recipient.

- G. **Relay of Official Notices and Communications.** If the CONSULTANT or the MPO receives any notice from a governmental body or governmental officer that pertains to this Agreement or performance pursuant hereto, or receives any notice of litigation or threatened litigation affecting any of the aforementioned subjects, then the receiving party shall promptly send it (or a copy of it) to the other party to this Agreement.

**Section 36. No Intended Third-Party Beneficiaries.** The parties acknowledge that this Agreement is not intended to be a third-party beneficiary contract, either express or implied, and confers no rights on anyone other than the MPO and the CONSULTANT.

**Section 37. 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 higher than those charged the CONSULTANT's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the MPO 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. MPO shall exercise its rights under this section within three (3) years following final payment.

**Section 38. Federal and State Taxes.** The MPO is exempt from payment of the Florida State Sales and Use Taxes. The MPO 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 MPO, nor is the CONSULTANT authorized to use the MPO's Tax Exemption Number in securing such materials.

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

**Section 39. 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 40. Excusable Delays.** The CONSULTANT shall not be considered in default by reason of any failure in performance if its failure arises out of cause 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 MPO 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 MPO's rights to change, terminate, or stop any or all of the Work at any time.

**Section 41. Pledge of Credit.** The CONSULTANT shall not pledge the MPO's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**Section 42. Florida Law Prevails; Venue of Enforcement.**

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

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

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

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

**Section 44. Miscellaneous provisions.**

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

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

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

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

**Section 45. Foreign Market Restrictions.**

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

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

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

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

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

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

**Section 46. Recycled Products/Recovered Materials**

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

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

**Section 47. Buy America**

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

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

The Remainder of this Page is Intentionally Left Blank

**IN WITNESS WHEREOF**, the Palm Beach Metropolitan Planning Organization and the CONSULTANT have hereunto set their hands to this Agreement on this 21st day of May, 2026.

CONSULTANT:

MPO:

WEISS, SEROTA HELFMAN COLE &  
BIERMAN, P.L., a Florida Limited  
Liability Company

PALM BEACH METROPOLITAN  
PLANNING ORGANIZATION,



By: \_\_\_\_\_  
Title: Joseph Serota, Member

By: \_\_\_\_\_  
Valerie Neilson, Executive Director

Date: May 8, 2026

Date: \_\_\_\_\_

ATTEST FOR: Weiss Serota Helfman Cole  
and Bierman, P.L.



Print Name: Sonja Chaves

ATTEST FOR MPO:

\_\_\_\_\_

Ruth DelPino, Agency Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

\_\_\_\_\_  
Milton Collins, Esq.  
MPO General Counsel

**Exhibit A**  
SCOPE OF SERVICES

The CONSULTANT shall:

1. Review agenda materials, attend MPO board meetings, participate in meetings, conference calls, field trips or the like and report on the status of legal matters.
2. Draft and/or review proposed policies, resolutions, contracts, amendments, and correspondence.
3. Review and analyze MPO legal files, data, documents, and other materials and provide appropriate legal counsel.
4. Act as an intermediary between the MPO and counsel for other agencies or legal entities.
5. Initiate and conduct discoveries including depositions on behalf of the MPO and represent the MPO in discovery initiated by opposing parties.
6. Represent the MPO at arbitration, trial, or on appeal; and
7. Perform other legal services as directed by the MPO.

## Exhibit B

The following rates are inclusive of all consulting services that are to be provided:

Name	Classification	Hourly Rate
Milton Collins	Lead Counsel	\$325.00
Alan Gabriel	Alternate	\$325.00
Matthew Ramenda	Litigation Atty	\$325.00
Brett J. Schneider	Labor Counsel	\$325.00
Robert Meyers	Ethics and Procurement Counsel	\$325.00
Mitch Bierman	Procurement Counsel	\$325.00

## 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 CONSULTANT, or any sub-recipient, or any other party pertaining to any matter resulting from this contract or purchase order. CONSULTANT agrees to include a similar provision in each subcontract financed as a 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-mentioned provisions in each subcontract financed as a whole or in part with federal assistance provided by the FTA. CONSULTANT shall not modify the above stated provisions except to identify the subconsultant who will be subject to the provision.
- C. Federal Changes. CONSULTANT shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, as they may be promulgated or amended from time to time during the term of this contract. CONSULTANT's failure to so comply shall constitute a material breach of this Agreement. CONSULTANT agrees to include the above-mentioned 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 MPO to be in violation of its JPA or any FTA terms and conditions applicable to this Project. CONSULTANT agrees to include the above-mentioned provision in each subcontract financed as a 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.
  - (b) Such actions 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.
  - (c) In addition, CONSULTANT agrees to comply with any implementation requirements FTA may issue.
  - (d) 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 implementation requirements FTA may issue.
  - (e) 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 implementation requirements FTA may issue.

3. CONSULTANT also agrees to include these requirements in each subcontract financed as a whole or in part with Federal assistance provided by FTA, modified only to identify the affected parties.
- F. Government-wide Debarment and Suspension. If this Agreement has a value of \$25,000 or more, this procurement is a covered transaction for purposes of 49 CFR Part 29. As such, CONSULTANT is required to verify that neither it nor its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945 and does so hereby certify. CONSULTANT agrees to comply with and does hereby assure and certify the compliance of each third-party CONSULTANT and sub-recipient at any tier, with 49 CFR 29, Subpart C, while its proposal, offer or bid is pending and throughout the period that any agreement arising out of such offer, proposal or bid is in effect. CONSULTANT further agrees to include a provision requiring such compliance in its subcontracts or any lower tier covered transaction it enters into.
  - G. 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. the MPO and agrees that the MPO 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.
  - H. 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 amend. 33 USC 1251 et seq. CONSULTANT agrees to report each violation to the MPO and agrees that the MPO 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.
  - I. 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.
  - J. 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.

## MPO RESOLUTION 2026-06

### A RESOLUTION APPROVING THE CLEAN SPACE, LLC. CONTRACT FOR JANITORIAL SERVICES AND SUPPLY

**WHEREAS**, the Palm Beach Metropolitan Planning Organization (MPO) is the designated and duly constituted body responsible for the urban transportation planning process for Palm Beach County; and

**WHEREAS**, the MPO has determined that it is necessary and appropriate to enter into a contract for Janitorial Services and Supply; and

**WHEREAS**, on March 27, 2026, the MPO publicly advertised a Request for Proposals (RFP) 2026-02 for Janitorial Services and Supply for at least 15 business days until April 20, 2026, in accordance with the Palm Beach MPO Procurement Policy; and

**WHEREAS**, the selection committee evaluated and ranked the responsive proposals based on the evaluation criteria on April 29, 2026, as specified in Section 2.17 of the RFP; and

**WHEREAS**, the final results and rankings of RFP 2026-02 were published on May 6, 2026, via Notice of Intent to Award; and

**WHEREAS**, Clean Space, LLC (hereinafter referred to as the “CONSULTANT”) has been selected in accordance with applicable procurement procedures and has demonstrated the qualifications and experience necessary to perform the required services; and

**WHEREAS**, the MPO desires to enter into Contract Agreement No. 2026-02 (hereinafter referred to as the “Agreement”) for Janitorial Services and Supply; and

**WHEREAS**, the Agreement covers the term of July 1, 2026 to June 30, 2029; and

**WHEREAS**, the Agreement includes the option to extend the services for two (2) additional one (1) year periods as deemed appropriate by the MPO with a maximum amount of funding of \$21,208.40 per year; and

**NOW THEREFORE, BE IT RESOLVED BY THE PALM BEACH MPO THAT:**

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

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

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

**SECTION 4.** This Resolution shall take effect upon adoption.

The foregoing Resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_, and upon being put to a vote, the motion passed. The Chair thereupon declared the Resolution duly adopted this 21<sup>st</sup> day of May 2026.

PALM BEACH METROPOLITAN  
PLANNING ORGANIZATION

By: \_\_\_\_\_  
Yvette Drucker, MPO Chair

ATTEST:  
SUFFICIENCY

APPROVED AS TO FORM AND LEGAL

\_\_\_\_\_  
Ruth Del Pino, MPO Agency Clerk

\_\_\_\_\_  
Milton Collins, MPO General Counsel

**PALM BEACH MPO AGREEMENT NO. 2026-02**

**BETWEEN  
PALM BEACH METROPOLITAN PLANNING ORGANIZATION  
AND CLEAN SPACE LLC FOR  
JANITORIAL SERVICES AND SUPPLY**

This Agreement is made as of this 21<sup>st</sup> day of May, 2026 by and between the Palm Beach MPO an entity created pursuant to the provisions of Chapters 163 and 339, Florida Statutes, (hereinafter referred to as the “MPO” or “MPO”) located at 301 Datura Street, West Palm Beach, FL 33401 and **Clean Space LLC**, a Limited Liability Company authorized to do business in the State of Florida and whose principal place of business is located at **3764 NW 124th Avenue, Coral Springs, FL 33065** (hereinafter referred to as the “CONTRACTOR”).

**WITNESSETH**

**WHEREAS**, the Palm Beach Metropolitan Planning Organization (“MPO”) conducted a competitive procurement in accordance with its Procurement Policy and issued Request for Proposals No. 2026-02, pursuant to which the Contractor was selected to provide the services described herein;

**WHEREAS**, the MPO convened a publicly noticed selection committee meeting and, following evaluation of the proposals received, ranked the Contractor as the highest-rated respondent;

**WHEREAS**, the MPO has defined the Scope of Services as set forth in Exhibit A, attached hereto and incorporated herein by reference (“Services” or “Work”);

**WHEREAS**, the Contractor agrees to provide the Services and the MPO 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 are defined as follows, unless the context affirmatively indicates to the contrary:

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

9. "CFR" means Code of Federal Regulations

10. MPO Fiscal year is July 1 through June 30.

Section 2. **Representatives.** MPO's representative during the performance of this Agreement is the Executive Director of the MPO, and CONTRACTOR's representative during the performance of this Agreement is **Matt Giunco** 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 July 1, 2026, and shall remain in full force and effect for a period of 36 months, expiring June 30, 2029. Two (2) additional twelve (12) month renewal options(s) may be exercised at the MPO's sole discretion. If the MPO elects to exercise the option(s), the MPO will notify the Contractor in writing of its election at least fifteen (15) days prior to the expiration of the current term of the Agreement at the address set forth in Section 36 of this Agreement.

Section 4. **Services.**

- A. The MPO 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 MPO 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 MPO agrees to pay CONTRACTOR a maximum amount per year under this agreement of \$21,208.40 (dollars in United States currency) for the Services, including all out-of-pocket or reimbursable expenses. The MPO anticipates that funds will be allocated and distributed for each year of the Agreement as follows:

*MPO FY 2027 (7/1/26 – 6/30/27) - \$21,208.40*  
*MPO FY 2028 (7/1/27 – 6/30/28) - \$21,208.40*  
*MPO FY 2029 (7/1/28 – 6/30/29) - \$21,208.40*

- B. The CONTRACTOR will bill the MPO on a monthly basis for services that have been completed and approved by the MPO. The CONTRACTOR's charges for all work provided to the MPO shall not exceed the rates set forth in the Fee Schedule attached as Exhibit "B" which is hereby incorporated into this Agreement and made a part hereof. The parties agree that annual increases to said final price not exceed 3% (three percent), unless increased for good cause established by the CONTRACTOR and accepted by the MPO's Executive Director. Each invoice shall reflect charges for current period services. All invoices submitted by CONTRACTOR shall be itemized in sufficient detail so that the MPO and any other governmental entity with oversight over expenditures made pursuant to this Agreement may perform proper pre and post U.S. DOT or FDOT required audits of the invoices and determine that the Services have been properly performed.

a. Invoices received from the CONTRACTOR will be reviewed and approved by the MPO's representative, indicating that services have been rendered in conformity with this Agreement and then will be sent to the MPO Finance Department for payment. Each invoice shall be accompanied by the corresponding services previously approved by the MPO's representative so that the MPO and any other governmental agency with oversight over expenditures made pursuant to this Agreement may perform proper pre and post-audits of the bills and determine that services have been rendered towards the completion of the Work in conformity with the requirements of this Agreement, the UPWP, 23 CFR 450.314 and Section 339.175, Florida Statutes ("F.S.") Invoices shall cite the contract number and shall contain an original signature of an authorized CONTRACTOR official. Invoices will normally be paid within thirty (30) days following the MPO's representative approval. Payments will be remitted to the CONTRACTOR at the address set forth in Section 36 of this Agreement or such other address as is designated in writing by the CONTRACTOR to the MPO.

b. Prompt Payment of Sub-Contractors; Retainage. This Agreement is subject to the Florida Prompt Payment Act, s. 218.70, Florida Statutes, as amended by this Agreement. In compliance with 49 CFR Section 26.29, the CONTRACTOR as a prime contractor agrees to pay its sub-contractors, if any, no later than 30 days from receipt of each payment made by the MPO pursuant to this Agreement to the CONTRACTOR. Within not more than thirty (30) days after the subcontractor's work is satisfactorily completed, the CONTRACTOR shall make full and prompt payment to its sub-contractors of any retainage held by the CONTRACTOR for proper completion of the subcontractor's work. A subcontractor's work is "satisfactorily completed" when all the tasks called for in the subcontract have been accomplished according to the standards of the MPO and documented as required by the MPO. When the MPO has made an incremental acceptance of a portion of this Agreement involving the full and complete work of the subcontractor, the work of the subcontractor covered by that acceptance is deemed to be satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause, with the MPO's prior written approval.

c. In order for each party to close its books and records, the CONTRACTOR will clearly state "final invoice" on its last and final billing. This certifies that all deliverables have been properly completed, provided to, and approved by the MPO and all charges and costs have been invoiced to the MPO. Since this account will thereupon be closed, any and all other future charges, if not properly included on this final invoice, are waived by the CONTRACTOR. All invoices must be submitted within sixty (60) calendar days of the expiration date of this Agreement. Invoices submitted thereafter will not be eligible for payment, unless this requirement is waived, in writing, by the MPO's Executive Director and the MPO can receive payment under its JPA with the FDOT.

**Section 6. Availability of Funds.** The MPO's performance and obligation to pay under this Agreement is contingent upon its receipt of funds, as a grantee or funding recipient of FDOT or the U.S. DOT or an agency thereof, which funds are to be used for the purposes of this Agreement. In addition, the MPO 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 MPO may be reimbursed;

C. FDOT shall not approve any requisition or invoice submitted by the MPO to FDOT for reimbursement; or

D. FDOT shall terminate or cancel its JPA with the MPO or fail to fully fund its obligations thereunder. The MPO's failure to receive funds or the revocation of funding shall constitute a basis for the MPO's termination of this Agreement for convenience.

**Section 7. Reports and Ownership of Documents.** All written information associated with this Agreement shall be considered a Public Record open to public inspection subject to the provisions of Chapter 119, F.S., unless otherwise made confidential or exempt under Florida law. All documents, papers, letters, drawings, maps, books, tapes, photographs, films, characteristics, sketches, programs, data-base reports, data processing software, material, websites/web pages, and other data developed under or arising from this Agreement, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency, whether public or private but acting on behalf of the CONTRACTOR or the MPO ("Public Record" or "Public Records"), shall be the shared property of the MPO, CONTRACTOR, and any agencies that have provided funding but may be reused by the MPO and the CONTRACTOR.

A. The CONTRACTOR shall deliver to the MPO'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 MPO 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 MPO or at its expense will be kept confidential by CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the MPO's prior written consent unless required by a lawful court order.

C. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

D. The CONTRACTOR acknowledges that it is subject to Florida's Public Records Law and agrees that it shall comply with the requirements of said law. The CONTRACTOR further agrees that the MPO may unilaterally terminate this Agreement (and such termination will be for cause) if the CONTRACTOR refuses to produce or to allow public access to any Public Records or does not produce or allow access within a reasonable period of time after a request for Public Records has been received. The CONTRACTOR agrees that it shall not initiate or take any action against the MPO, if the MPO terminates this Agreement because of the CONTRACTOR's failure to comply with Florida's Public Records Law. Notwithstanding the foregoing, refusal of the CONTRACTOR to allow public access to such Public Records shall not constitute ground(s) for unilateral cancellation of this Agreement by the MPO, if pursuant to direction of the MPO, the CONTRACTOR withholds access to said Public Record, because it is confidential or exempt from disclosure status pursuant to federal or Florida law. Further, if a request for a Public Record is made to the CONTRACTOR, upon the furnishing of that Public Record to the requestor, the MPO shall be promptly notified and furnished, at no cost, with a similar copy of the Public Record.

E. To the extent required by law, documents prepared pursuant to this Agreement are subject to Florida's Public Record Law. The CONTRACTOR agrees to keep and maintain Public Records in the CONTRACTOR's possession or control in connection with their performance under this

Agreement. The CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, F.S. The CONTRACTOR shall ensure that Public Records that are confidential or exempt, as provided by Florida or federal law, from Public Records disclosure requirements are not disclosed, except as authorized by law and as approved by the MPO, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the MPO.

F. Upon request from the MPO's custodian of Public Records, the CONTRACTOR shall provide the MPO with a copy at no cost to the MPO of the requested records. Unless otherwise provided by law, copies of any and all Public Records are and shall remain the property of the MPO.

G. All Public Records held by the CONTRACTOR must be retained for a period of five (5) years or such later date as may be provided by Florida's governmental Public Records retention schedules, whichever date shall be later in time.

H. Upon completion of this Agreement or in the event of termination by either party, at the request of the MPO copies of any and all Public Records relating to the Agreement in the possession of the CONTRACTOR related to this Agreement shall be delivered by the CONTRACTOR to the MPO, at no cost to the MPO, within forty-five (45) days (unless the MPO advises the CONTRACTOR that it already has copies of those Public Records). Unless the MPO advises the CONTRACTOR that it already has copies of those Public Records, copies of all such records stored electronically by the CONTRACTOR shall be delivered to the MPO in a format that is compatible with the MPO's information technology systems. Once the Public Records have been delivered upon completion or termination of this Agreement, the CONTRACTOR may destroy any and all duplicate Public Records that are exempt or confidential and exempt, as defined by Florida or Federal law, from Public Records disclosure requirements, pursuant to law.

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

**MPO Records Custodian  
561.725.0800  
info@PalmBeachMPO.org  
Palm Beach MPO, 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 MPO by affording to the CONTRACTOR notice as provided in Section 36. of this Agreement.

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

#### **Section 8. Access and Audits.**

A. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) years after completion or termination of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, the CONTRACTOR shall maintain such records until notified by the MPO that the litigation or claims have been concluded and resolved. The CONTRACTOR shall maintain all records in Palm Beach County or such other location in the State of Florida approved by the MPO's Contract Representative.

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

**Section 9. Preparation of Documents, Certifications and Reports.** Should the MPO be required by FDOT or an agency of the Federal or State government, including but not limited to the USDOT, or any agency thereof, to provide any certifications, documents or reports related to or produce as a result of this Agreement, the CONTRACTOR will cooperate and assist the MPO with the preparation of such at no cost to the MPO or any agency of the Federal or State government.

**Section 10. No Agency Relationship.** Nothing contained in this Agreement or in any contract of the CONTRACTOR’s shall create an agency relationship between the MPO and the CONTRACTOR. Neither party shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other party, or of its officers, employees, servants, or agents. In addition, nothing contained herein shall be construed as a waiver of sovereign immunity by either party or a waiver of the liability limits set forth in Section 768.28, F.S.

**Section 11. FDOT Funded Project.**

A. This Agreement is funded in whole or in part with funds received from FDOT by the MPO. The expenditure of such funds is subject to the terms and conditions of any agreement between the MPO and the FDOT providing funding for this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act or refuse to comply with MPO requests which would cause the MPO to be in violation of any term or condition of its JPA with FDOT or cause FDOT to refuse to approve a requisition or invoice for payment or reimbursement submitted by the MPO. The CONTRACTOR will immediately remedy any deficiency or violation found by the MPO upon notice of such from the MPO, or alternatively, and in addition to any other right to terminate this Agreement, the CONTRACTOR may terminate this Agreement by providing written notice to the MPO. In the event of termination, the CONTRACTOR will be paid by the MPO for services satisfactorily rendered through the effective date of termination; provided, that, no circumstance(s) exists which would limit or restrict the MPO’s obligation to pay, as set forth in this Agreement, including but not limited to those described in Section 7. The MPO’s obligation to pay the CONTRACTOR is contingent upon the MPO’s receipt of funds from the FDOT for the purposes of this Agreement.

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

**Section 12. Termination.** This Agreement may be terminated by the CONTRACTOR for cause upon thirty (30) days written notice to the MPO’s representative. It may also be terminated by the MPO, in whole or in part, for cause, immediately upon written notice to the CONTRACTOR, and without cause and for the convenience of the MPO upon five (5) days written notice to the CONTRACTOR. Notwithstanding the foregoing or anything in this Agreement to the contrary, termination by the MPO shall not become effective until written notice of termination has actually been received by the CONTRACTOR at its address set forth in this Agreement or other address designated in writing by the CONTRACTOR in a notice to the MPO. The CONTRACTOR shall not be entitled to any

anticipated lost profits on uncompleted Work or other damages because of the MPO's termination of this Agreement for convenience. The CONTRACTOR shall be paid for services rendered to the MPO's satisfaction through the date of termination except, if the CONTRACTOR is in default, the MPO shall have a right of set off against the amount that would otherwise be payable to the CONTRACTOR to compensate the MPO for any actual damages suffered because of the CONTRACTOR default(s). After receipt of a Termination Notice from the MPO, except as otherwise directed by the MPO, the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Incur no further costs or place orders for materials, services, or facilities, except as may be necessary to complete that portion of the Work not terminated; provided, that the CONTRACTOR has obtained the MPO'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 MPO.
- 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 MPO's Contract Representative.

**Section 13. Indemnification.** The CONTRACTOR shall save, protect, reimburse, indemnify and hold the MPO, and their respective agents, employees, volunteers and elected officers harmless from and against claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of or related in any manner to the extent of the CONTRACTOR's negligent performance of the terms of this Agreement or due to the negligent acts, errors or omissions, of any kind or character, of the CONTRACTOR or any of its officers, agents, employees or volunteers.

**Section 14. Claims/Damages.** The MPO and the CONTRACTOR each acknowledge the waiver of sovereign immunity for liability in tort contained in Section 768.28, F.S., the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or property damage caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The MPO and the CONTRACTOR agree to be responsible for all such claims, and damages, in tort, to the extent and limits provided in Section 768.28, F.S., arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense that the parties may have under such statute, nor as consent to be sued by third parties. The CONTRACTOR agrees that neither the MPO nor FDOT shall be subject to any obligations or liabilities to any third-party contractor, subcontractor or any other entity pertaining to any matter resulting from this Agreement. Notwithstanding the foregoing and to the extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold the MPO harmless from any claim, damage, loss, cost, charge or expense arising out of any act, error, omission or negligent act of the CONTRACTOR, its officers, employees, and agents, in the performance of this Agreement, except that the CONTRACTOR shall not be responsible to the extent of any act, error, omission or negligent act of the MPO or its officers or employees during the performance of this Agreement.

**Section 15. Insurance.** It shall be the responsibility of the CONTRACTOR to provide evidence of the following minimum amounts of insurance coverage or legal liability protection:

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

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

2. **Workers' Compensation and Employers Liability.** The CONTRACTOR shall maintain Workers' Compensation Insurance, employer's liability insurance and any other insurance as required by Florida Statutes. In addition, the CONTRACTOR must obtain Employers' Liability Insurance with limits of not less than: (i) \$500,000 Bodily Injury by Accident, and (ii) \$500,000 Bodily Injury by Disease, each employee adjusted periodically as may be required by law from time to time. The Workers' Compensation insurance shall extend to all employees of the CONTRACTOR and, if required by law, shall also extend to volunteers of the CONTRACTOR.

3. **Business Automobile Liability.** During the term of this Agreement, the CONTRACTOR shall maintain Business Automobile Liability Insurance with coverage extending to all Owned, Non-Owned and Hired autos used by the CONTRACTOR in connection with its operations under this Agreement. The minimum limits acceptable shall be \$1,000,000 Combined Single Limit ("CSL"). The use of an excess/umbrella liability policy to achieve the limits required by this paragraph will be acceptable as long as the terms and conditions of the excess/umbrella policy are no less restrictive than the underlying Business Automobile Liability policy.

B. **Evidence of Insurance.** Prior to the CONTRACTOR starting work, satisfactory evidence of the required insurance shall be provided to the MPO. Satisfactory evidence shall be either: (i) a copy of the declaration page certified by the insurer to the MPO designating the MPO as an "additional insured" as appropriate; or (ii) an insurance company certified copy of the actual insurance policy. The MPO, at its sole option, may from time to time request a certified (by the insurer) copy of any or all insurance policies required by this Agreement. The CONTRACTOR, in the manner provided in this Agreement for giving notice, shall forward to the MPO any of the instruments required hereunder within thirty (30) days of request by the MPO or, on not less than a yearly basis, not later than the effective date of any policy or policy renewal. If the CONTRACTOR does not furnish proof of insurance as set forth in this section within thirty (30) days of the receipt of a request therefore from the MPO or on not less than a yearly basis, or if the CONTRACTOR fails to at all or any times to maintain adequate insurance as required herein, the MPO may, but shall not be

obligated to obtain insurance to satisfy this Section 16. The declaration page or policy shall list the "Palm Beach Metropolitan Planning Organization, d/b/a the Palm Beach MPO", as the named "additional insured." The CONTRACTOR's failure to provide evidence of coverage prior to the time the CONTRACTOR is to commence performance shall be grounds for the MPO's cancellation or termination of this Agreement.

C. When obtaining new insurance, the CONTRACTOR shall obtain evidence of insurance as set forth in Section 15.B. containing a statement that unequivocally provides that not less than thirty (30) days written notice to MPO will be given prior to cancellation or non-renewal of coverage thereunder. In the event the CONTRACTOR is unable to provide the proper evidence of insurance as provided in Section 16.B. above that satisfy the notice requirements of this paragraph, the MPO's Executive Director may, on a case by case basis and for good cause shown (e.g., the CONTRACTOR is unable to furnish proper evidence of insurance that complies in all respects with the notice requirements after diligently attempting to obtain such evidence), waive or vary these notice requirements, but the MPO Executive Director shall not be obligated to waive or vary these requirements.

D. All insurance must be acceptable to and approved by MPO 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 MPO and prior to any construction or other Work as part of this Agreement, and at all times during the term of this Agreement, the CONTRACTOR at its sole cost and expense, shall procure and at all times maintain the insurance specified in this Section 15. In addition, the CONTRACTOR shall ensure that their subcontractors, and any other contractors in privity with the CONTRACTOR shall maintain the insurance coverages set forth below. Any attorneys' or paralegals' fees shall be in addition to the coverage or limits set forth herein.
2. All insurance to be obtained will name the MPO, as its respective interests may appear, and will require the insurer to give written notice of any cancellation or change to be sent to the CONTRACTOR and the MPO at least forty-five (45) days prior to cancellation, termination, or material change.
3. Unless otherwise approved by the MPO, 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 MPO 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 MPO and the CONTRACTOR shall amend this Agreement to provide a successor rating service and ratings, which in the MPO's reasonable judgment are similar to what is required by this Agreement. "Claims made" insurance shall not be acceptable insurance under this Agreement.
4. The CONTRACTOR, and its general contractor, any other contractors in privity with either the CONTRACTOR shall be solely responsible for all deductibles and retentions contained in their respective policies.
5. The MPO will be included as an "Additional Insured" on the Commercial General Liability, any Umbrella Liability, and Builders' Risk policies. The CONTRACTOR's insurance policies will be primary over any and all insurance available to the MPO, whether purchased or not,

and must be non-contributory.

6. The terms and conditions of all policies may not be less restrictive than those contained in the most recent edition of the policy forms, as revised from time to time, issued by the Insurance Services Office ("ISO") or the National Council on Compensation Insurance ("NCCI"). If ISO or NCCI issues new policy forms during the policy term of the required insurance, the CONTRACTOR will not be required to comply with the new policy forms until the expiration date of the insurance policy affected by the change.

7. The CONTRACTOR will ensure that each insurance policy obtained by it or by any sub-contractor on the Work provides that the insurance company waives all right of recovery by way of subrogation against the MPO in connection with any damage covered by any policy.

F. Premiums and renewals. The CONTRACTOR shall pay as the same become due all premiums for the insurance required by this section 15., shall renew or replace each such policy and deliver to the MPO 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 MPO in its reasonable discretion. The MPO may request a change in the insurance coverage, if it is commercially reasonable; provided, that such coverage is available at commercially reasonable rates.

2. The CONTRACTOR has the right to contest the request for a change in insurance but must be commercially reasonable.

H. MPO right to procure insurance. If the CONTRACTOR or its sub-contractor refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required pursuant to this Agreement, the MPO, at its option, may but shall not be obligated to, procure or renew such insurance. Regardless of whether the MPO decides to obtain insurance, that shall not excuse the CONTRACTOR's responsibility for any loss, damages, or injury. In that event, all commercially reasonable amounts of money paid therefor by the MPO shall be treated as a right to suspend any payments under this Agreement to the CONTRACTOR, until the CONTRACTOR pays any insurance premiums due or paid for by the MPO. Such amounts shall be paid by the CONTRACTOR to the MPO within twenty (20) calendar days of written notice thereof.

I. Waiver of Subrogation. A full waiver of subrogation shall be obtained from all insurance carriers. The CONTRACTOR shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against the MPO in connection with any damage covered by any policy.

Section 16. **Personnel.** The CONTRACTOR warrants that all professional services shall be performed by skilled and competent personnel to the highest professional standards in the field.

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

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

Section 17. **Public Entity Crimes.** In accordance with Sections 287.132 and 287.133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, CONTRACTOR certifies that it, its affiliates, suppliers, and subcontractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date of this Agreement.

Section 18. **Discriminatory Vendor List.** The CONTRACTOR hereby certifies that it has not been placed on Florida's Department of Management Services' Discriminatory Vendor List as provided under Section 287.134, F.S.

Section 19. **Reserved.**

Section 20. **E-Verify.**

A. The MPO has agreements with FDOT which require the MPO to agree and assure the FDOT that the U.S. Department of Homeland Security's E-Verify System (System) will be used to verify the employment eligibility of CONTRACTOR's employees and the employees of the CONTRACTOR's subcontractors, performing Work pursuant to this Agreement. In addition, Florida law will effective January 1, 2021, require that the E-verify system be used by the CONTRACTOR. See s. 448.095, F.S. Accordingly, the CONTRACTOR agrees that it will utilize the System, in accordance with the law and the regulations applicable to the System, to verify the employment eligibility of its employees and that it will require any subcontractor used in the performance of the Work to verify the employment eligibility of its employees. The CONTRACTOR shall provide evidence that it and its subcontractors have so verified the employment eligibility of all employees to the MPO and FDOT on forms and in the manner required by the MPO.

B. The CONTRACTOR acknowledges that the MPO has received and will seek funds from the FDOT, and that such funds may be used to pay CONTRACTOR for the services it provides under this Agreement. The CONTRACTOR further acknowledges that FDOT has advised recipients of FDOT funds that it will consider a contractor's employment of unauthorized aliens to be a material violation of the Immigration and Nationality Act and this Agreement. The CONTRACTOR affirms to the MPO that it will not employ unauthorized aliens or take any other act which may cause the MPO to be in violation of any term or condition of any agreement between the MPO and the FDOT.

Section 21. **Title VI – Nondiscrimination Policy Statement.**

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

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

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

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

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

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

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

E. Sanctions for Noncompliance: In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this Agreement, the FDOT shall impose such contract sanctions as it or the FHWA, FTA, the FAA, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

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

F. Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraphs (A) through (E) of this section in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the FDOT, FHWA, FTA, the FAA, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the

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

G. The CONTRACTOR does hereby represent and certify that it will comply with all the requirements imposed by Title VI of the Civil Rights Acts of 1964 and Title VII of the Civil Rights Act of 1968, as they have been and may be modified from time to time (42 U.S.C. 2000d, *et. seq.* and 3601 *et. seq.*), and all applicable implementing regulations of the U.S.DOT and its agencies.

H. Accessibility: The CONTRACTOR will abide by Title II and Title III of the Americans with Disabilities Act of 1990. Where CONTRACTOR work items include assessing or planning pedestrian rights of way, it will follow the FDOT Design Manual or Florida GreenBook, as applicable. The CONTRACTOR does hereby represent and certify that it will comply with all the requirements of the Americans with Disabilities Act (42. U.S.C. 12102, *et. seq.*) and all applicable implementing regulations of the U.S.DOT and its agencies.

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

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

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

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

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

## Section 22. **Conflict of Interest.**

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

B. The CONTRACTOR shall promptly notify the MPO's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the CONTRACTOR's judgment or the quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that the CONTRACTOR may undertake and advise the MPO as to whether the association, interest, or circumstance would constitute a conflict of interest if entered into by the CONTRACTOR. The MPO may notify the CONTRACTOR of its opinion as to whether a conflict exists under the circumstances identified by the CONTRACTOR. If, in the opinion of the MPO, the prospective business association, interest or circumstance would constitute a conflict of interest by the CONTRACTOR, then the CONTRACTOR shall immediately act to resolve or

remedy the conflict. If the CONTRACTOR shall fail to do so, the MPO may terminate this Agreement for cause.

C. The CONTRACTOR shall not enter into any contract, subcontract, or arrangement in connection with the Work (also referred to as "Project," "Scope," or "Scope of Services") or any property included or planned to be included in the Work, with any officer, director or employee of the MPO or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's director's or employee's spouse or child, or any combination of them, has a material interest.

D. "Material Interest" means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of any business entity.

E. The CONTRACTOR shall not enter into any contract or arrangement in connection with the Work or Project, with any person or entity that was represented before the MPO by any person, who at any time during the immediately preceding two (2) years, was an officer, director or employee of the MPO.

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

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

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

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

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

**Section 26. Members of Congress.** No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

A. The CONTRACTOR agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the MPO, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. If any funds other than federal appropriated funds have been paid to the CONTRACTOR for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Work, the CONTRACTOR shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions or provide notification to the MPO in any other manner the MPO may allow.

C. The CONTRACTOR shall include the two (2) above-stated clauses modified to show the contractual relationship, in all subcontracts it enters into related to the Work.

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

**Section 27. Application of Federal Requirements.** This Agreement is funded, in part, by funds made available by the FTA. Additional terms and conditions are set forth in Exhibit "C" attached hereto and made applicable to the CONTRACTOR and a part of this Agreement by this reference. The CONTRACTOR shall perform the duties and obligations described in Exhibit "C" and shall complete the representations and provide any information required therein.

**Section 28. Remedies.** This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. No person or entity other than the CONTRACTOR or the MPO shall have any rights in this Agreement or any remedy against either the CONTRACTOR or the MPO for a violation of any of the terms and conditions set forth herein or pertaining in any way to the services to be rendered by the CONTRACTOR to the MPO 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 MPO and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

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

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

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

If to the MPO:

Palm Beach Metropolitan Planning Organization  
 c/o Executive Director  
 301 Datura Street  
 West Palm Beach, FL 33401

If to the CONTRACTOR:

Clean Space, LLC  
 3764 NW 124<sup>th</sup> Ave,  
 Coral Springs FL 33065

The foregoing individuals shall also be known in this Agreement as the agency’s “Contract Representative.”

D. A notice or communication, under this Agreement, from one party to another party shall be sufficiently given or delivered if dispatched to the party’s individual listed in Section 36.C. by hand delivery, or by nationally recognized overnight courier (i.e. – Federal Express, United Parcel

Services, etc.) providing receipts, or by U.S. certified mail, postage prepaid, return receipt requested.

E. Notices; Addresses; Time. Either party may unilaterally change its addressee or address, by giving written notice thereof to the other party pursuant to this Section 36, but the change is not effective until the change notice is actually received by the other party.

F. Notice given by certified mail, return receipt requested, properly addressed and with postage fully prepaid, is deemed given when deposited in the United States mails within the continental United States, if the notice is thereafter delivered in due course at the address to which properly sent. Notice given by overnight courier, service prepaid, properly addressed is deemed given when deposited with the courier within the continental United States, if the notice is thereafter delivered in due course at the address to which properly sent. Notice given by manual delivery is deemed given only when actually received by the recipient.

G. Relay of Official Notices and Communications. If the CONTRACTOR or the MPO 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 MPO and the CONTRACTOR.

**Section 38. Truth in Negotiations Certificate.** Signature of this Agreement by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the CONTRACTOR's most favored customer for the same or substantially similar service.

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

**Section 39. Federal and State Taxes.** The MPO is exempt from payment of the Florida State Sales and Use Taxes. The MPO may sign or have cause to have signed an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the MPO, nor is the CONTRACTOR authorized to use the MPO's Tax Exemption Number in securing such materials.

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

**Section 40. Successor and Assigns.** The CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. The CONTRACTOR shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

**Section 41. Excusable Delays.** The CONTRACTOR shall not be considered in default by reason of any failure in performance if its failure arises out of causes reasonably beyond the control of the

CONTRACTOR and without its fault or negligence. Such causes are limited to, acts of God, force majeure, natural or public health emergencies, freight embargoes, and abnormally severe and unusual weather conditions.

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

**Section 42. Pledge of Credit.** The CONTRACTOR shall not pledge the MPO's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**Section 43. Florida Law prevails; Venue of Enforcement.**

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

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

**Section 44. Miscellaneous provisions.**

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

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

C. The MPO, in accordance with Title VI of the Civil Rights Act of 1964, 42 USC 2000d *et seq.*, and 49 CFR Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notices all bidders that it will affirmatively

ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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

#### Section 45. **Foreign Market Restrictions.**

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

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

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

(1) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

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

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

#### Section 46. **Recycled Products/Recovered Materials**

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

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

**Section 47. Buy America**  
(49 U.S.C. 5323(j) & 49 C.F.R. part 661)


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

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the Palm Beach Metropolitan Planning Organization and the CONTRACTOR have hereunto set their hands to this Agreement on this 21<sup>st</sup> day of May, 2026.

**Clean Space LLC**


**Palm Beach Metropolitan Planning Organization**

By:   
Title: CEO  
Date: 05/11/2026

By: \_\_\_\_\_  
Valerie Neilson, Executive Director  
Date: \_\_\_\_\_

**ATTEST FOR Clean Space LLC**

**ATTEST FOR MPO:**

  
Print Name: Diane Gambino

\_\_\_\_\_  
Ruth Del Pino, MPO Agency Clerk

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

\_\_\_\_\_  
Milton Collins, Esq.  
MPO General Counsel

## Exhibit A

### Scope of Services

CONTRACTOR shall perform cleaning and sanitization services at 301 Datura Street, West Palm Beach, FL 33401, twice weekly between the hours of 5:30 p.m. to 9:30 p.m. The service area totals 9,300 square feet and includes:

- Main Lobby/Reception
- Bathrooms
- Offices (private downstairs & common workstations upstairs)
- Employee Breakroom/Kitchen
- Conference/Meeting Rooms
- Hallways and Corridors

Services shall include, but are not limited to, the following:

- Clean and disinfect office surfaces (desks, conference tables, chairs, and other office furniture).
- Clean and disinfect all light switches and door handles.
- Clean face plates, picture frames, and office décor (as needed).
- Clean all glass on doors, cubicles, windows, and entranceways (as needed).
- Dust high areas, windowsills, shelves, and reachable HVAC vents and grilles (monthly).
- Vacuum/Sweep/Mop hard floors.
- Vacuum all carpeted areas.
- Empty trash receptacles and replace liners (including feminine waste receptacles).
- Remove trash from the office areas and deposit in the waste dumpsters located in the adjacent parking lot.
- Remove recycling from all office areas and deposit in the appropriate receptacles located in the back corridor.
- Clean, deodorize, and disinfect sinks, showers, and other restroom areas.
- Clean, deodorize, and disinfect toilets & urinals (interior & exterior).
- Refresh paper towel dispensers, toilet tissue dispensers, and hand soap dispensers.
- Clean and disinfect drinking fountains.
- Clean and disinfect employee breakroom/kitchen sink, countertops, and chairs.
- Clean and disinfect exterior of dishwasher and countertop appliances.
- Clean and disinfect interior and exterior of microwave and refrigerator (once weekly).
- Sweep/Pick-up trash from exterior office entrances.
- Proper labeling and handling of hazardous materials with Safety Data Sheets (SDS) accessible on site
- Required use of PPE's (Personal Protective Equipment) to be provided by the contractor while servicing the site

- Proper use of cleaning equipment and supplies according to manufacturer guidelines

### **Scope of Services Continued**

Additionally, the vendor shall perform monthly interior and exterior storefront window cleaning and quarterly pressure washing of the office building and adjacent sidewalk. The CONTRACTOR is responsible for providing water as no exterior building spigot is available. The CONTRACTOR will provide all cleaning equipment and cleaning supplies, which meet the industry standard quality for medical grade disinfectants.

**The CONTRACTOR is responsible for parking arrangements. The MPO will furnish a set of office keys and alarm codes as required. CONTRACTOR is responsible for following safety protocols to ensure personnel safety and building security.**

Exhibit B**Fee Schedule**

<b><u>Services to be Performed</u></b>	<b><u>Frequency</u></b>	<b><u>Price</u></b>
Janitorial Services	2 times per week	\$1,481.95/month
Quarterly Power Washing of Exterior of Building	1 time per quarter	\$250.00/quarter
Trash/Recycling Bin Sanitation	1 time per quarter	\$50.00/quarter
Carpet Shampooing and Deep Clean	1 time per year	9,300 sq. ft. x \$0.25 = \$2,325.00/year

## Exhibit C

### FEDERAL TRANSIT ADMINISTRATION REQUIRED CONTRACT CLAUSES

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

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

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

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

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

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

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

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

2. Equal Employment Opportunity:

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

Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(b) Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §623 and federal transit law at 49 USC §5332, CONTRACTOR agrees to refrain from discrimination against present and prospective

employees for reason of age. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

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

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

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

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

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

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

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

## MPO RESOLUTION 2026-07

### A RESOLUTION ADOPTING AMENDMENT #1 TO THE 2050 LONG RANGE TRANSPORTATION PLAN (LRTP)

**WHEREAS**, the Palm Beach Metropolitan Planning Organization (MPO) is the designated and duly constituted body responsible for the urban transportation planning process for Palm Beach County; and

**WHEREAS**, 23 CFR 450.324 requires the MPO to develop a Long Range Transportation Plan (LRTP), to update the LRTP at least every five years, and make amendments as needed;

**WHEREAS**, the LRTP is the MPO's 25-year vision for transportation in Palm Beach County, guiding federal and state investments and decision-making towards the MPO's vision;

**WHEREAS**, the MPO adopted its 2050 LRTP on December 12, 2024; and

**WHEREAS**, 23 CFR §450.104 states that major changes to a project, including the addition or deletion of a project or a major change in project cost, project/project phase initiation dates, or a major change in design concept or design scope requires public review and comment; and

**WHEREAS**, the Florida Department of Transportation (FDOT) has requested a new project, CR-880 reconstruction, for inclusion into the Transportation Improvement Program (TIP) band of the LRTP, requiring an amendment attached hereto as "Exhibit A".

#### **NOW THEREFORE, BE IT RESOLVED BY THE PALM BEACH MPO THAT:**

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

**SECTION 2.** The MPO Governing Board hereby:

- a. Approves Amendment #1 to the 2050 Long Range Transportation Plan (LRTP), attached hereto as Exhibit A.

**SECTION 4.** This Resolution shall take effect upon adoption.

The foregoing Resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_, and upon being put to a vote, the motion passed. The Chair thereupon declared the Resolution duly adopted this 21<sup>st</sup> day of May 2026.

PALM BEACH METROPOLITAN  
PLANNING ORGANIZATION

By: \_\_\_\_\_  
Yvette Drucker, MPO Chair

ATTEST:  
SUFFICIENCY

APPROVED AS TO FORM AND LEGAL

\_\_\_\_\_  
Ruth Del Pino, MPO Agency Clerk

\_\_\_\_\_  
Milton Collins, MPO General Counsel

# VISION 2050

## LONG RANGE TRANSPORTATION PLAN



Draft Amendment #1 for Adoption May 21, 2026  
Add new project to Cost Feasible Plan: CR-880

# COST FEASIBLE PLAN & MPO PRIORITIES

Vision 2050 is required to include a financial plan that establishes “Cost Feasible” transportation priorities, or those projects that can reasonably be expected to be completed based on available revenues through the horizon year of 2050. This Cost Feasible Plan reflects the MPO’s priorities for expenditures of Federal and State funds in Palm Beach County.

Additional transportation priorities that are supported by the MPO but cannot be completed based on available financial resources may be included for “Illustrative” purposes. These projects may require additional planning by local partners or the MPO to become eligible for funding. Those that are fully planned and supported may require discretionary funding to advance to implementation.

Although the LRTP is primarily focused on the planning and prioritization of federal and state dollars, the financial section also documents local government investments, to the degree that information is made available to the MPO. These are reported to provide the full cost of transportation within Palm Beach County, including local government investments.

## Programming Time Bands

The Cost Feasible Plan programs available funding over the following programming time bands:

- ▶ FY 25-29 (the MPO’s currently adopted Transportation Improvement Program (TIP))
- ▶ FY 30-35
- ▶ FY 36-40
- ▶ FY 41-50

The first five years of the LRTP are consistent with the MPO’s TIP. Projects in the TIP are moving through implementation and may experience more refined project cost estimates. Changes to phases and costs are periodically updated in the LRTP.

Projects are sorted into time bands based on MPO priority, funding availability, and feasibility. However, priorities and production schedules are continuously shifting, and it is not uncommon for project phases to shift year to year. These changes will be captured in amendments or modifications to the tables.

## Programming Phases

Project Development & Environmental <sup>1</sup> (PDE)	Preliminary Engineering (PE)	Right-of-Way (ROW)	Construction (CST)	Operations (OPS) <sup>2</sup>
Environmental and engineering review process to determine a preferred design	Detailed design of a project	The acquisition of property, if required	Full construction of a project, or for the purchase of capital (i.e. transit vehicles)	The required annual commitment to operations

<sup>1</sup>For the purposes of the Cost Feasible Plan, funding may show under the PDE phase although it may just be a high-level planning study.

<sup>2</sup>This is for informational purposes to provide an understanding of ongoing operations costs.

## Fiscally Constrained Plan

The Fiscally Constrained Plan is categorized into the following sections:

**MPO Supported Projects** – supported by the MPO for federal and state funding

**MPO Priorities** – projects directly prioritized using MPO attributable federal and state funding.

**Strategic Intermodal System (SIS)** – MPO support projects prioritized by FDOT and Florida Turnpike using federal, state, and Turnpike funding. These projects originate out of and are consistent with the SIS Plan.

**Illustrative Projects** – MPO supported projects that are not “Cost Feasible.” These are projects that align with MPO Goals and Objectives but may not have cost estimates, may not have available funding for implementation, and may not have funding for ongoing operations and maintenance. These projects have the support of the MPO to pursue federal and state discretionary grants.

**Seaport and Airport Projects** – specific projects carried out by Seaport and Airport partner agencies. Projects may or may not have a full cost estimate. These projects have the support of the MPO to pursue federal and state discretionary grants.

**Maintenance Projects** – this list includes a generalized total cost for ongoing operations and maintenance of the transportation system with federal and state funds, but also includes specific line items for larger-scale maintenance projects. These projects have the support of the MPO to pursue federal and state discretionary grants.

**Other Local Projects Submitted during the Call for Projects (Appendix K)** – projects submitted through partner agencies or identified in other plans that are provided for reference but are not formally supported by the MPO for federal and state funding. However, these projects may be administered and funded with local funding.

If a local project seeks federal or state funding, the project will need to be amended into one of the MPO Support Projects lists.

### COST FEASIBLE MPO TABLE SUMMARY (IN THOUSANDS)

	FY 25-29	FY 30-35	FY 36-40	FY 41-50	Total	Unfunded (includes illustrative)
MPO Revenues	\$434,499	\$244,230	\$208,080	\$418,770	\$1,305,579	
MPO Prioritized Expenditures	\$410,062	\$162,333	\$148,734	\$298,030	\$1,019,158	\$5,178,304
TA Set- Aside	\$24,437	\$33,674	\$28,080	\$5,616	\$91,807	
Balance		\$48,223	\$31,266	\$115,124	\$194,614	

### COST FEASIBLE SIS TABLE SUMMARY (IN THOUSANDS)

	FY 25-29	FY 30-35	FY 36-40	FY 41-50	Total	Unfunded (includes illustrative)
FDOT Expenditures	\$433,384	\$282,509	\$286,143	\$2,847,432	\$3,849,468	\$10,055,690
Turnpike Expenditures	\$470,241	\$745,041	\$-	\$-	\$3,886,305	\$4,007

STATE PRIORITIES/STRATEGIC INTERMODAL SYSTEM - COST FEASIBLE

Project Name	L RTP#	FM#	Description	Present Day Costs (FY24) [in thousands]						FY 25-29				FY 30-35				FY 36-40				FY 41-50				CF Total	Unfunded	
				PDE	PE	ROW	CST	Total	O&M	Previous	PDE	PE	ROW	CST	PDE	PE	ROW	CST	PDE	PE	ROW	CST	PDE	PE	ROW			CST
Beeline Hwy (SR 710) Lane Addition from Blue Heron Blvd to Northlake Blvd	2045-SIS002	4192511	Road Capacity - Lane Addition: 4L to 6L		\$2,022	\$1,445	\$119,775	\$123,242		\$178,346		\$1	\$4	\$2,710													\$2,715	
CR 880 from MLK Jr Blvd to SR 80	PAL0052	4580941	Road reconstruction, including stabilization of the road base and resurfacing		\$2,628		\$34,228					\$2,628		\$34,228													\$36,857	
I 95 Interchange Modification @ 10th Ave North	2045-SIS003	4127331	Road Capacity - Interchange Reconstruction: Diverging Diamond		\$2,650	\$6,246	\$23,142	\$32,038		\$2,474		\$539	\$1,000					\$11,514									\$13,053	
I 95 Interchange Modification @ 45th St	2045-SIS004	4365191	Road Capacity - Interchange Reconstruction: Tight Diamond		\$44	\$2,488		\$2,532		\$4,584		\$44	\$1,837	\$21,779													\$23,660	
I 95 Interchange Modification @ 6th Ave South	2045-SIS005	4369631	Road Capacity - Interchange Reconstruction: Lane Addition			\$5,761	\$11,251	\$17,012		\$29,424			\$71	\$360													\$431	
I 95 Interchange Modification @ Belvedere Rd	FDOT0099	4427841	Road Capacity - Interchange Modification		\$3,630	\$6,348	\$40,726	\$50,704								\$4,828	\$8,443					\$65,569					\$78,840	
I 95 Interchange Modification @ Boynton Beach Blvd	FDOT0133	4358041	Road Capacity - Interchange Modification																									
I 95 Interchange Modification @ Central Blvd	2045-SIS008	4132651	Road Capacity - Interchange Reconstruction: Tight Diamond		\$4,475	\$9,081	\$63,038	\$76,594		\$10,821		\$6	\$5,049					\$116,403									\$121,458	
I 95 Interchange Modification @ Gateway Blvd	2045-SIS009	2319321	Road Capacity - Interchange Reconstruction: Single Point		\$6,946	\$4,000	\$112,143	\$19,132		\$15,550		\$194	\$13,786	\$126,860													\$140,840	
I 95 Interchange Modification @ Hypoluxo Rd	2045-SIS010	4132571	Road Capacity - Interchange Reconstruction: Diverging Diamond							\$8,448		\$66	\$3,863				\$102,997										\$106,926	
I 95 Interchange Modification @ Lantana Rd	2045-SIS012	4132581	Road Capacity - Interchange Reconstruction: Diverging Diamond		\$51	\$14,134	\$61,279	\$75,464				\$51	\$14,134	\$61,279													\$75,464	
I 95 Interchange Modification @ Linton Blvd	2045-SIS013	4353841	Road Capacity - Interchange Modification: Auxiliary Lanes							\$3,410			\$1,248	\$65													\$1,313	
I 95 Interchange Modification @ Linton Blvd	2045-SIS014	4353842	Road Capacity - Interchange Reconstruction: Diverging Diamond		\$618		\$17,669	\$18,287				\$618						\$26,103									\$26,721	
I 95 Interchange Modification @ Northlake Blvd	2045-SIS015	4358031	Road Capacity - Interchange Modification: Turn Lane Additions							\$6,731		\$39	\$3,966	\$63,470													\$67,475	
I 95 Interchange Modification @ Palm Beach Lakes Blvd	2045-SIS017	4132601	Road Capacity - Interchange Modification: Turn Lane Additions							\$2,068		\$153		\$91													\$244	
I 95 Interchange Modification @ Southern Blvd (SR 80)	2045-SIS019	4355161	Road Capacity - Interchange Resonstruction									\$8,993				\$8,403											\$17,396	
I 95 Interchange Modification @ Woolbright Rd	2045-SIS020	4372791	Road Capacity - Interchange Modification: Turn Lane Additions							\$3,909		\$109	\$241	\$26,815													\$27,165	
I 95 Managed Lanes from 6th Ave S to North of Okeechobee Blvd	FDOT0100	4442022	Road Capacity - Lane Addition: 4L Managed	\$253	\$83,956	\$2,484	\$941,988	\$1,028,681		\$3,519	\$253							\$135,169					\$4,968	\$1,883,976	\$2,024,367			
I 95 Managed Lanes from Indiantown Rd to Martin County Line	FDOT0101	4132522	Road Capacity - Lane Addition: 6L to 8L with Managed Lanes	\$749	\$4,412		\$49,501	\$54,663		\$550	\$749												\$4,412			\$5,161	\$49,501	
I 95 Managed Lanes from Okeechobee Blvd to South of Indiantown Rd	FDOT0102	4442023	Road Capacity - Lane Addition: 4L Managed	\$3,000	\$36,225		\$406,449	\$445,674									\$3,000						\$36,225			\$39,225	\$406,449	
I 95 Managed Lanes from South of Linton Blvd to 6th Ave S	FDOT0103	4442021	Road Capacity - Lane Addition: 4 Managed	\$1,047	\$33,646		\$377,508	\$412,201		\$1,047								\$54,170							\$755,016	\$810,233		
Indiantown Rd (SR 706) WB Auxiliary Lane at Central Blvd	FDOT0134	454564	Add WB auxiliary lane		\$600		\$4,105	\$4,705				\$600		\$4,105													\$4,705	
Southern Blvd (SR 80) Highway Capacity from West of Royal Palm Beach Blvd to I 95	FDOT0106	4451991	Highway Capacity - Multimodal	\$3,000	\$162,000	\$98,677	\$1,817,642	\$2,081,319														\$6,000				\$6,000	\$2,078,319	



**MPO RESOLUTION 2026-08****A RESOLUTION ADOPTING AMENDMENT #3 TO THE FISCAL YEAR 2026-2030 TRANSPORTATION IMPROVEMENT PROGRAM (TIP)**

**WHEREAS**, the Palm Beach Metropolitan Planning Organization (MPO) is the designated and duly constituted body responsible for the urban transportation planning process for Palm Beach County; and

**WHEREAS**, the MPO's Fiscal Year (FY) 2026 – 2030 Transportation Improvement Program (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 for informational purposes; and

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

**WHEREAS**, 23 CFR §450.104 states that major changes to a project, including the addition or deletion of a project or a major change in project cost, project/project phase initiation dates, or a major change in design concept or design scope requires public review and comment; and

**WHEREAS**, the Florida Department of Transportation (FDOT) has requested a new project, CR-880 reconstruction, for inclusion into the Transportation Improvement Program (TIP), requiring an amendment attached hereto as "Exhibit A",

**NOW THEREFORE, BE IT RESOLVED BY THE PALM BEACH MPO THAT:**

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

**SECTION 2.** The MPO Governing Board hereby approves Amendment #3 to the FY 26-30 Transportation Improvement Program, attached hereto as "Exhibit A" and by this reference incorporated herein, and authorizes its Executive Director to execute any and all corresponding documents to memorialize this approval. This amendment does not affect or re-adopt any other provision of the TIP.

**SECTION 4.** This Resolution shall take effect upon adoption.

The foregoing Resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_, and upon being put to a vote, the motion passed. The Chair thereupon declared the Resolution duly adopted this 21<sup>st</sup> day of May 2026.

PALM BEACH METROPOLITAN  
PLANNING ORGANIZATION

By: \_\_\_\_\_  
Yvette Drucker, MPO Chair

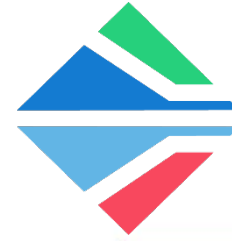
ATTEST:  
SUFFICIENCY

APPROVED AS TO FORM AND LEGAL

\_\_\_\_\_  
Ruth Del Pino, MPO Agency Clerk

\_\_\_\_\_  
Milton Collins, MPO General Counsel

# Exhibit A



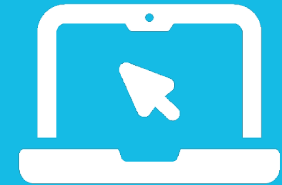
**PALM BEACH**  
Metropolitan Planning  
Organization

## TRANSPORTATION IMPROVEMENT PROGRAM

### FY 2026-2030

Amendment #3

Scheduled for Adoption on  
May 21, 2026



*[Click Here to view projects on  
the MPO's TIP Review Tool](#)*

**[PalmBeachMPO.org/TIP](https://PalmBeachMPO.org/TIP)**  
301 Datura Street  
West Palm Beach, FL 33401

**FY 2026 – 2030  
TRANSPORTATION IMPROVEMENT PROGRAM  
PALM BEACH MPO**

Summary Table .....3  
FM# 458094-1 (NEW)  
    FDOT TIP Amendment Letter .....4  
    Project Details .....6  
FY 26-30 Full Document (for reference) ..... [Available in Separate Document](#)

**Table 1: FY 2026-2030 TIP Amendment #3 Projects**

*Shown in \$1,000s*

Applicant/ Lead Agency	Location	Description	Proj. No.	Total Cost	TIP FY 2026-2030						Add'l Funds Needed	Notes
					< FY 26	FY 26	FY 27	FY 28	FY 29	FY 30		
FDOT	CR-880/E CANAL ST FROM DR MARTIN LUTHER KING JR BLVD E TO SOUTHERN BLVD/US-98/SR-80	Roadway reconstruction, including stabilization of the road base and resurfacing.	4580941	\$36,856	-	-	PE \$2,628	CST \$34,228	-	-	-	New Project

Change: ■ New/Advance ■ Cost change \$2M & 20% ■ Delay



**Florida Department of Transportation**

**RON DESANTIS**  
GOVERNOR

3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309

**JARED W. PERDUE, P.E.**  
SECRETARY

April 24, 2026

Valerie Neilson  
Executive Director  
Palm Beach Metropolitan Planning Organization  
301 Datura Street  
West Palm Beach, FL 33401

**SUBJECT: Palm Beach Metropolitan Planning Organization  
TIP Amendment Request FY 2025/26 – 2029/30  
458094-1 CR-880/EAST CANAL ST FR MLK JR BLVD E TO US-  
98/SOUTHERN BLVD**

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 2025/26 – 2029/30 Transportation Improvement Program. This amendment is required because a new project has been added to the work program and needs to be reflected in the TIP.

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

PROPOSED	FM#	Project Title		Type of Work		Project Length	
	458094-1	CR-880/EAST CANAL ST FR MLK JR BLVD E TO US-98/SOUTHERN BLVD		PRELIMINARY ENGINEERING		18.673 MI	
	Phase	Fund	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
	PE	ACNP	0	2,628,400	0	0	0
	CST	ACNP	0	0	7,128,400	0	0
	CST	LF	0	0	27,100,000	0	0
	TOTAL		0	2,628,400	34,228,400	0	0

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

Sincerely,

DocuSigned by:  
*Marsha Taylor-Long*  
C4960F17BB38437...  
Marsha Taylor-Long  
Planning Specialist  
District Four

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The above TIP amendment was authorized to be included in the FY 2025/26-2029/30 Transportation Improvement Program.

\_\_\_\_\_  
MPO Chairman or Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**4580941 - CR-880/E CANAL ST FROM DR MARTIN LUTHER KING JR BLVD E TO SOUTHERN BLVD/US-98/SR-80**

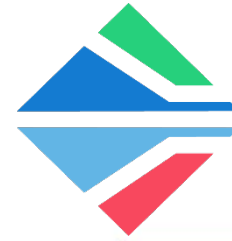
Type of Work Description Preliminary Engineering	Managed by FDOT	Length 18.673	SIS No	LRTP # PAL0052
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Project Description  
Roadway reconstruction, including stabilization of the road base and resurfacing.

Notes  
-

PHASE	FUND SOURCE	PRIOR	FY2026	FY2027	FY2028	FY2029	FY2030	FUTURE	TOTAL
PE	ACNP	\$0	\$0	\$2,628,400	\$0	\$0	\$0	\$0	\$2,628,400
<b>Total PE</b>		<b>\$0</b>	<b>\$0</b>	<b>\$2,628,400</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,628,400</b>
CST	ACNP	\$0	\$0	\$0	\$7,128,400	\$0	\$0	\$0	\$7,128,400
CST	LF	\$0	\$0	\$0	\$27,100,000	\$0	\$0	\$0	\$27,100,000
<b>Total CST</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$34,228,400</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$34,228,400</b>
<b>Total Programmed</b>		<b>\$0</b>	<b>\$0</b>	<b>\$2,628,400</b>	<b>\$34,228,400</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$36,856,800</b>

<b>CURRENT CHANGE REASON</b>	Schedule / Funding / Scope
<b>PROJECT CHANGES</b>	Description changed from "-" to "Roadway reconstruction, including stabilization of the road base and resurfacing." Plan Revision Name changed from "Snapshot - 04/08/2026" to "Amendment #3 - 04/28/2026" SIS changed from "Yes" to "No"



**PALM BEACH**  
Metropolitan Planning  
Organization

# TRANSPORTATION IMPROVEMENT PROGRAM

FY 2027-2031

Scheduled for Adoption on  
June 18, 2026



*[Click Here to view projects on  
the MPO's TIP Review Tool](#)*

**[PalmBeachMPO.org/TIP](http://PalmBeachMPO.org/TIP)**  
301 Datura Street  
West Palm Beach, FL 33401

**DRAFT**



# FY 2027 – 2031 TRANSPORTATION IMPROVEMENT PROGRAM PALM BEACH MPO

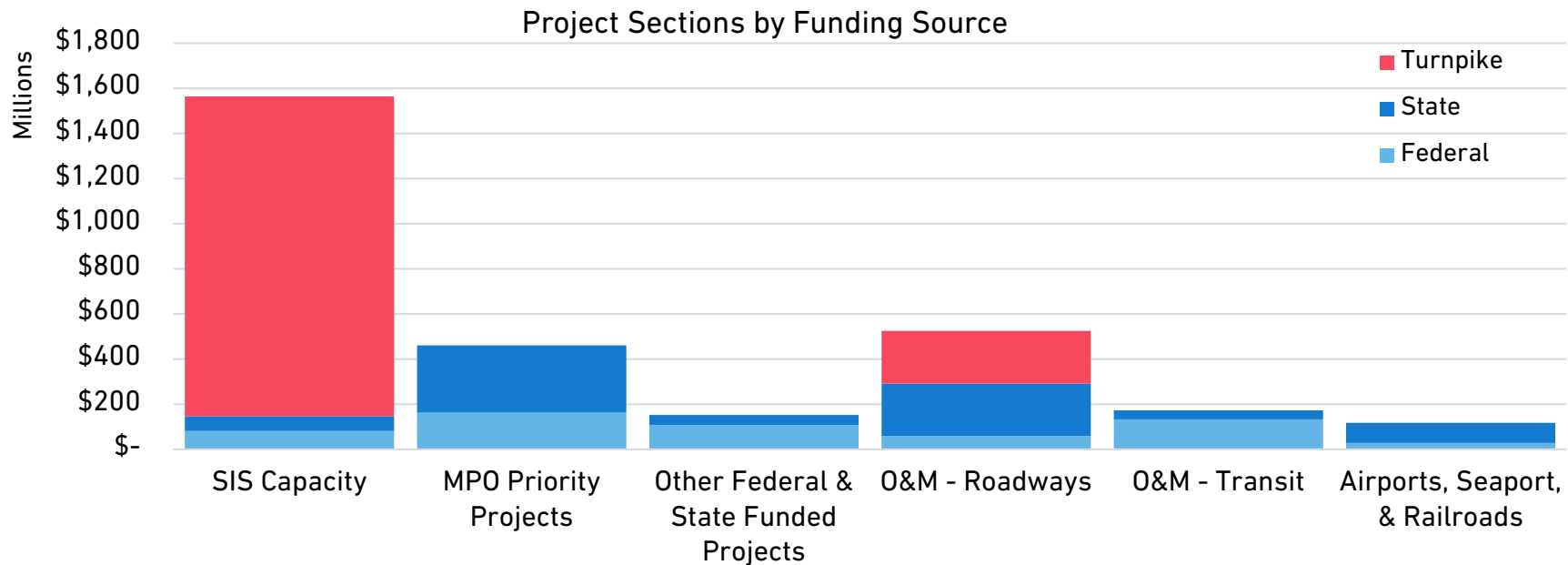
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D. MPO Priority Projects List for FY 27-31.....	<a href="#">PalmBeachMPO.org/priorities</a>
E. MPO Draft Tentative Work Program (DTWP) for FY 27-31.....	<a href="#">FDOT DTWP FY 27-31</a>
F. Eastern Federal Lands Highway Division (EFLHD) FY 26-29 TIP.....	<a href="#">FY 26-29 EFLHD TIP</a>
G. Annual Listing of Obligated Projects for FY 25.....	<a href="#">FY 25 FDOT Obligated Projects Report</a>
H. Amendments and Modifications.....	<a href="#">PalmBeachMPO.org/TIP</a>

# EXECUTIVE SUMMARY

The Transportation Improvement Program (TIP) is the five-year funding program for transportation projects utilizing federal and state funds in Palm Beach County. The Program covers Fiscal Year 2027 through Fiscal Year 2031 following the federal fiscal calendar beginning October 1st and ending September 30th (i.e. Fiscal Year 2027 addresses the dates of October 1, 2026 to September 30, 2027). Projects utilizing state funds are based on a fiscal year beginning July 1st and ending June 30th.

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

Funding is identified from federal, state, Turnpike, and local sources. The TIP incorporates FDOT’s Fiscal Year (FY) 27-31 Work Program and generally moves forward the projects in the timeframe from previous TIPs. The TIP also includes local capital improvement plans and operating budgets for informational purposes.

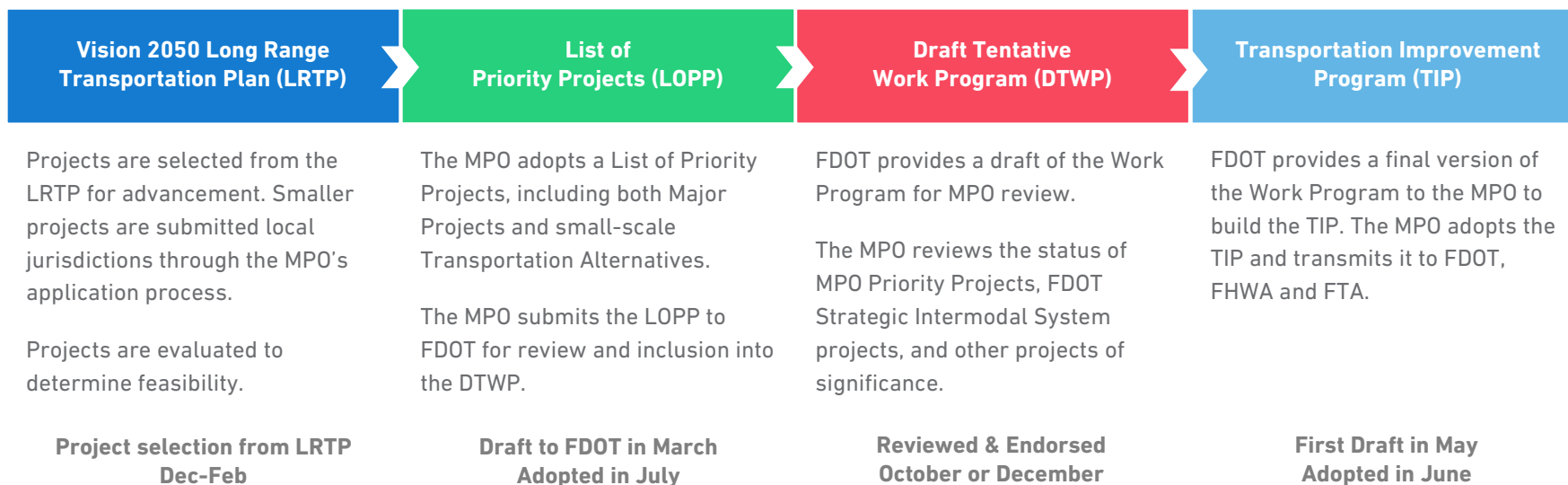


<b>Project Section</b>	<b># of Projects</b>	<b>5-Year TIP Funding</b>	<b>% of Total Funds</b>
<b>Strategic Intermodal System (SIS) Capacity</b> Capacity projects prioritized by FDOT through the SIS Cost Feasible Plan to support regional mobility	14	\$112,076,680	3.0%
<b>SIS Capacity – Turnpike</b> Capacity projects prioritized by Florida’s Turnpike with Turnpike revenues.	12	\$1,452,227,165	38.5%
<b>Major Projects</b> MPO prioritized highway, transit, and freight projects, predominantly on state roadways based on the Goals, Objectives and Values in the LRTP. Projects are programmed out of the LRTP.	29	\$372,246,263	9.9%
<b>Local Initiatives Program</b> Lower cost, non-regionally significant projects submitted to the MPO by local agencies and prioritized using a project scoring system based on the goals, objectives and values in the LRTP.	15	\$70,843,899	1.9%
<b>Transportation Alternatives Program</b> Active transportation projects submitted to the MPO annually by local agencies and prioritized through the MPO Governing Board.	15	\$22,070,036	0.6%
<b>Other Federal &amp; State Funded Projects</b> Additional projects advanced by agencies other than the MPO with state or federal funding, such as needs-based safety programs or discretionary funding sources.	31	\$216,281,967	5.7%
<b>Operations &amp; Maintenance (O&amp;M) – Roadways</b> Projects to maintain the condition of the transportation infrastructure and the need to operate it efficiently.	103	\$525,768,391	13.9%
<b>Operations &amp; Maintenance (O&amp;M) – Transit</b> Projects by the transit agencies to continue to operate existing services.	7	\$831,720,285	22.1%
<b>Airports / Seaport / Railroads</b> Projects identified by intermodal facility owners and operators.	29	\$168,407,983	4.5%
<b>TOTAL TIP FY 2027-2031</b>	<b>255</b>	<b>\$3,771,642,669</b>	<b>100.00%</b>
<b><i>Districtwide</i></b> Projects funded and contracted at the FDOT District 4 level. Projects are approved into the TIP.	<b>363</b>	<b>\$3,613,168,714</b>	
<b><i>Locally Funded Projects for Informational Purposes</i></b> Projects from local capital improvement programs or other local work programs using entirely local funding. Projects are provided for informational purposes only.	<b>23</b>	<b>\$106,005,000</b>	

## The Project Development Process

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

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



## Public Participation

The public participation process for the Draft FY 2027-2031 TIP is in accordance with the policies and procedures of the MPO's Public Participation Plan. Appendix B provides detailed information on the schedule and outreach opportunities for the public to review the Draft TIP. More information on the MPO's public participation process can be found at [PalmBeachMPO.org/PPP](https://PalmBeachMPO.org/PPP)

## Certification Review

The Palm Beach MPO undergoes a certification review process annually with FDOT and a quadrennial review with Federal Highway Administration (FHWA) and Federal Transit Administration (FTA). The certification review process ensures the MPO is carrying out the metropolitan planning process in adherence with federal and state regulations. The TIP is reviewed during this process. The last joint FHWA and FTA Certification Review was completed on August 31, 2023 and the next review is anticipated to be completed by August 2027. The last Joint State/MPO Certification Review was completed on May 19, 2025.

## Federal Performance Measures

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

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

### Federal Performance Measures and Targets

Category	Performance Measure	MPO Target
Safety	Fatalities	(2026) Zero
	Serious Injuries	Zero
	Rate of Serious Injuries per 100M vehicle miles travelled (VMT)	Zero
	Rate of Fatalities per 100M VMT	Zero
	Nonmotorized Fatalities and Serious Injuries	Zero
System Performance	Percent of reliable person-miles traveled on the Interstate	(2025) ≥ 75%
	Percent of reliable person-miles traveled on the non-Interstate NHS	≥ 60%
	Truck travel time reliability ratio (TTTR) on the Interstate	≤ 2.00
Bridges	Percent of NHS bridges classified as in Good condition by deck area	(2025) ≥ 50%
	Percent of NHS bridges classified as in Poor condition by deck area	≤ 5%
Pavement	Percent of Interstate pavements in Good condition	(2025) ≥ 60%
	Percent of Interstate pavements in Poor condition	≤ 5%
	Percent of non-Interstate NHS pavements in Good condition	≥ 40%
	Percent of non-Interstate NHS pavements in Poor condition	≤ 5%
Transit (Palm Tran) <i>Vehicles</i>	Percent of Vehicles exceeding useful life	(2025)
	Vehicles – Articulated Bus	≤ 10%
	Vehicles – Fixed Route Bus	≤ 10%
	Vehicles – Paratransit Bus	≤ 25%
	Vehicles – Paratransit Van	≤ 25%
<i>Equipment</i>	Percent of Equipment exceeding useful life	
	Equipment – Automobiles	≤ 20%
	Equipment - Trucks	≤ 20%
<i>Facilities</i>	Percent of Facilities exceeding useful life	≤ 0%
Transit (SFRTA)		(2025)
<i>Rolling Stock</i>	Revenue vehicles (>39 yrs old)	≤ 30%
<i>Equipment</i>	Non-revenue support service & maintenance vehicles (>8 yrs old)	≤ 50%
<i>Facilities</i>	Stations, maintenance facilities, & operations center (<2.5 on 1-5 scale)	≤ 5%
<i>Fixed Guideway</i>	Rail fixed-guideway track with performance restrictions	≤ 3.5%
Transit Safety (Palm Tran)	Fixed Route / Paratransit	Fixed Route/Paratransit
	Fatalities	(2025) Zero/Zero
	Fatality Rate per 100k vehicle revenue miles (VRM)	Zero/Zero
	Injuries	63/34
	Injury Rate per 100k VRM	0.9/0.4
	Safety Events	43/32
	Safety Event Rate per 100k VRM	0.6/0.3
System Reliability (VRM per failure)	14,000/7,700	

## Funding Summary

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

## Summary of MPO Priority Projects

Following the funding summary are summary tables providing the status of MPO Priority Projects. Projects with significant changes from the prior FY 2026-2030 are highlighted.

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

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

### Project Phases

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

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

**Total Programmed by Funding Code**

<b>Fund Code / Name</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>2031</b>	<b>Total</b>
<b>Federal</b>						
<b>ROADS, BRIDGES, &amp; MAJOR PROJECTS</b>						
ACCM ADVANCE CONSTRUCTION (CM)	\$ -	\$ -	\$ 2,491,991	\$ -	\$ -	\$ 2,491,991
ACFP AC NATIONAL FREIGHT PROG (NFP)	\$ -	\$ 17,986,080	\$ -	\$ -	\$ -	\$ 17,986,080
ACNP AC NATIONAL HWY FUNDS (NHPP)	\$ 39,137,637	\$ 93,703,235	\$ 10,465,547	\$ -	\$ 452,312	\$ 143,758,731
ACNR AC NATIONAL HWY RESURFACING	\$ 4,178,123	\$ 2,329,266	\$ -	\$ 7,963,367	\$ 11,121,323	\$ 25,592,079
ACPL ADVANCE CONSTRUCTION PLANNING	\$ 2,557,605	\$ 2,557,605	\$ 2,557,605	\$ 2,557,605	\$ 2,557,605	\$ 12,788,025
ACPR ADVANCED CONSTRUCTION PROTECT GRANT	\$ -	\$ 9,734,143	\$ -	\$ -	\$ -	\$ 9,734,143
ACSA AC STATEWIDE STP (SA) FUNDS	\$ 5,319,478	\$ 4,377,069	\$ 1,989,078	\$ 353,178	\$ 5,879,820	\$ 17,918,623
ACSS ADVANCE CONSTRUCTION (SS,HSP)	\$ 7,193,886	\$ 13,042,978	\$ 3,675,417	\$ 12,747,092	\$ 15,160,779	\$ 51,820,152
ACSU ADVANCE CONSTRUCTION (SU)	\$ 37,781,734	\$ 20,816,510	\$ 23,434,263	\$ 23,788,206	\$ 4,780,375	\$ 110,601,088
FAA FEDERAL AVIATION ADMIN	\$ 22,500,000	\$ -	\$ 4,551,000	\$ -	\$ -	\$ 27,051,000
RHH RAIL HIGHWAY X-INGS - HAZARD	\$ 1,417,741	\$ -	\$ -	\$ -	\$ -	\$ 1,417,741
TALT TRANSPORTATION ALTS- ANY AREA STATEWIDE	\$ 447,000	\$ 494,950	\$ 2,426,009	\$ -	\$ 2,296,242	\$ 5,664,201
TALU TRANSPORTATION ALTS- >200K	\$ 3,119,737	\$ 3,428,817	\$ 3,454,669	\$ -	\$ 627,918	\$ 10,631,141
<b>FEDERAL TRANSIT ADMINISTRATION</b>						
5307 FEDERAL TRANSIT URBAN AREA FORMULA FUNDS	\$ 27,142,290	\$ 27,142,290	\$ 27,142,290	\$ 26,966,675	\$ 26,966,675	\$ 135,360,220
5311 FEDERAL TRANSIT RURAL AREA FORMULA FUNDS	\$ 651,827	\$ 651,827	\$ 651,827	\$ 651,827	\$ 651,827	\$ 3,259,135
5339 FTA BUS & BUS FACILITIES INFRASTRUCTURE	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 10,000,000
<b>Federal Subtotal</b>	<b>\$ 153,447,058</b>	<b>\$ 198,264,770</b>	<b>\$ 84,839,696</b>	<b>\$ 77,027,950</b>	<b>\$ 72,494,876</b>	<b>\$ 586,074,350</b>

**Total Programmed by Funding Code**

<b>Fund Code / Name</b>		<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>2031</b>	<b>Total</b>
<b>State</b>							
BNDS	BOND - STATE	\$ 14,900,000	\$ 22,600,000	\$ -	\$ -	\$ -	\$ 37,500,000
BNIR	INTRASTATE R/W & BRIDGE BONDS	\$ -	\$ 2,464,905	\$ -	\$ -	\$ -	\$ 2,464,905
BRAS	ANCILLARY STRUCTURES	\$ 102,300	\$ 2,993,713	\$ -	\$ -	\$ -	\$ 3,096,013
BRRP	STATE BRIDGE REPAIR & REHAB	\$ -	\$ 8,945,929	\$ 13,714,245	\$ -	\$ -	\$ 22,660,174
CIGP	COUNTY INCENTIVE GRANT PROGRAM	\$ -	\$ 7,000,000	\$ 400,000	\$ 2,600,000	\$ 3,400,000	\$ 13,400,000
D	UNRESTRICTED STATE PRIMARY	\$ 18,983,061	\$ 22,858,309	\$ 24,064,105	\$ 22,695,547	\$ 20,421,153	\$ 109,022,175
DDR	DISTRICT DEDICATED REVENUE	\$ 32,648,725	\$ 52,412,943	\$ 122,569,076	\$ 63,770,194	\$ 59,616,586	\$ 331,017,524
DI	ST. - S/W INTER/INTRASTATE HWY	\$ 18,241,851	\$ 200,000	\$ -	\$ 2,506,155	\$ 665,014	\$ 21,613,020
DIH	STATE IN-HOUSE PRODUCT SUPPORT	\$ 2,006,597	\$ 1,494,126	\$ 996,709	\$ 1,355,144	\$ 534,870	\$ 6,387,446
DIOH	STATE 100% - INDIRECT/OVERHEAD	\$ 9,172,513	\$ 12,877,660	\$ 9,587,768	\$ 6,360,632	\$ 5,712,421	\$ 43,710,994
DIS	STRATEGIC INTERMODAL SYSTEM	\$ 1,765,178	\$ -	\$ -	\$ -	\$ -	\$ 1,765,178
DITS	STATEWIDE ITS - STATE 100%.	\$ 3,060,103	\$ -	\$ -	\$ -	\$ -	\$ 3,060,103
DPTO	STATE - PTO	\$ 20,134,114	\$ 6,676,369	\$ 22,943,063	\$ 7,958,369	\$ 458,369	\$ 58,170,284
DS	STATE PRIMARY HIGHWAYS & PTO	\$ 1,733,593	\$ 8,975,142	\$ 29,851,609	\$ 1,791,201	\$ 850,000	\$ 43,201,545
DSBD	I-95 EXPRESS LANES	\$ 2,091,902	\$ 961,729	\$ -	\$ -	\$ -	\$ 3,053,631
DSPC	SERVICE PATROL CONTRACT	\$ 2,377,240	\$ 1,115,531	\$ 2,288,478	\$ 1,952,850	\$ -	\$ 7,734,099
FC5	OPEN GRADE FRICTION COURSE FC5	\$ 4,456,919	\$ -	\$ -	\$ -	\$ -	\$ 4,456,919
GMR	GROWTH MANAGEMENT FOR SIS	\$ 10,748,249	\$ -	\$ 2,932,270	\$ -	\$ -	\$ 13,680,519
PORT	SEAPORTS	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000
SCRC	SMALL COUNTY OUTREACH PROGRAM - RURAL	\$ 637,800	\$ -	\$ -	\$ -	\$ -	\$ 637,800
SIWR	2015 SB2514A-STRATEGIC INT SYS	\$ 386,573	\$ -	\$ -	\$ -	\$ -	\$ 386,573
TDTF	TRANS DISADV - TRUST FUND	\$ 3,535,152	\$ 3,535,152	\$ 3,535,152	\$ 3,535,152	\$ 3,535,152	\$ 17,675,760
TRIP	TRANS REGIONAL INCENTIVE PROGM	\$ 2,330,000	\$ 399,999	\$ 4,617,506	\$ 2,726,080	\$ -	\$ 10,073,585
TRWR	TRIP, WHEELS ON THE ROAD (2015 SB2514A)	\$ -	\$ 72,254	\$ 2,748,115	\$ 1,128,000	\$ -	\$ 3,948,369
<b>State Subtotal</b>		<b>\$ 151,311,870</b>	<b>\$ 155,583,761</b>	<b>\$ 240,248,096</b>	<b>\$ 118,379,324</b>	<b>\$ 95,193,565</b>	<b>\$ 760,716,616</b>

**Total Programmed by Funding Code**

<b>Fund Code / Name</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>2031</b>	<b>Total</b>
<b>Turnpike</b>						
PKBD TURNPIKE MASTER BOND FUND	\$ 303,911,666	\$ 281,176,729	\$ 494,585,981	\$ -	\$ 199,178,287	\$ 1,278,852,663
PKLF LOCAL SUPPORT FOR TURNPIKE	\$ 12,913,950	\$ -	\$ -	\$ -	\$ -	\$ 12,913,950
PKOH TURNPIKE INDIRECT COSTS	\$ 8,095,746	\$ 7,411,702	\$ 14,104,276	\$ 174,030	\$ 4,878,810	\$ 34,664,564
PKYI TURNPIKE IMPROVEMENT	\$ 14,882,992	\$ 22,522,209	\$ 83,414,916	\$ 7,104,411	\$ 739,780	\$ 128,664,308
PKYO TURNPIKE TOLL COLLECTION/OPER.	\$ 56,057,079	\$ 59,130,067	\$ 56,056,867	\$ 59,130,279	\$ -	\$ 230,374,292
T004 MIAMI-DADE EXPRESSWAY AUTH.	\$ 10,457	\$ -	\$ -	\$ -	\$ -	\$ 10,457
TOBD I-95 EXPRESS LANES	\$ 599,799	\$ 2,375,068	\$ 400,889	\$ 3,725,321	\$ 692,003	\$ 7,793,080
<b>Turnpike Subtotal</b>	<b>\$ 396,471,689</b>	<b>\$ 372,615,775</b>	<b>\$ 648,562,929</b>	<b>\$ 70,134,041</b>	<b>\$ 205,488,880</b>	<b>\$ 1,693,273,314</b>
<b>Local</b>						
ADR ADVERTISING REVENUE	\$ 736,000	\$ 736,000	\$ 736,000	\$ 736,000	\$ 736,000	\$ 3,680,000
ADV AD-VALOREM	\$ 80,104,740	\$ 80,104,740	\$ 80,104,740	\$ 80,104,740	\$ 80,104,740	\$ 400,523,700
B BOND	\$ 5,900,000	\$ -	\$ -	\$ -	\$ -	\$ 5,900,000
BOCA BOCA RATON	\$ 505,000	\$ 505,000	\$ 505,000	\$ 505,000	\$ 505,000	\$ 2,525,000
CENW CENTURY WEST	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 1,750,000
FBR FAREBOX REVENUE	\$ 10,850,400	\$ 10,850,400	\$ 10,850,400	\$ 10,850,400	\$ 10,850,400	\$ 54,252,000
GT LOCAL OPTION GAS TAX	\$ 40,689,000	\$ 34,993,000	\$ 37,082,000	\$ 33,695,000	\$ 33,695,000	\$ 180,154,000
IF IMPACT FEE	\$ 4,106,000	\$ 7,102,000	\$ 2,713,000	\$ -	\$ -	\$ 13,921,000
IST INFRASTRUCTURE SURTAX	\$ 23,530,000	\$ -	\$ -	\$ -	\$ -	\$ 23,530,000
LF LOCAL FUNDS	\$ 38,252,412	\$ 65,583,191	\$ 26,422,215	\$ 12,904,584	\$ 4,851,957	\$ 148,014,359
RTA SFRTA	\$ 666,666	\$ 666,666	\$ 666,666	\$ 666,666	\$ 666,666	\$ 3,333,330
<b>Local Subtotal</b>	<b>\$ 205,690,218</b>	<b>\$ 200,890,997</b>	<b>\$ 159,430,021</b>	<b>\$ 139,812,390</b>	<b>\$ 131,759,763</b>	<b>\$ 837,583,389</b>
<b>Summary</b>						
Federal	\$ 153,447,058	\$ 198,264,770	\$ 84,839,696	\$ 77,027,950	\$ 72,494,876	\$ 586,074,350
State	\$ 151,311,870	\$ 155,583,761	\$ 240,248,096	\$ 118,379,324	\$ 95,193,565	\$ 760,716,616
Turnpike	\$ 396,471,689	\$ 372,615,775	\$ 648,562,929	\$ 70,134,041	\$ 205,488,880	\$ 1,693,273,314
Local	\$ 205,690,218	\$ 200,890,997	\$ 159,430,021	\$ 139,812,390	\$ 131,759,763	\$ 837,583,389
<b>Grand Subtotal</b>	<b>\$ 906,920,835</b>	<b>\$ 927,355,303</b>	<b>\$ 1,133,080,742</b>	<b>\$ 405,353,705</b>	<b>\$ 504,937,084</b>	<b>\$ 3,877,647,669</b>

**Table 1: Major Projects**

Projects are predominantly on state roadways and use both federal and state funding. The MPO "oversubscribes" to ensure programming of all available funds. The MPO pursues additional fed/state sources depending on project eligibility.

Shown in \$1,000s

Year - Rank	Applicant/ Lead Agency	Location	Description	Proj. No.	Total Cost	< FY 27	FY 27	FY 28	FY 29	FY 30	FY 31	> FY 31	Notes
--	Palm Beach MPO	MPO Planning & Administration as detailed in the UPWP		4393256 4393257 4393258	\$21,538	N/A	PL \$2,558 SU \$1,750	PL \$2,558 SU \$1,750	PL \$2,558 SU \$1,750	PL \$2,558 SU \$1,750	PL \$2,558 SU \$1,750		
04-1	FDOT	SR-7 from 60th St to Northlake Blvd	Construct new 4L road	2296646	\$104,204	\$10,211		RRU \$24	ENV \$473 CST \$85,989	ENV \$2,369 CST \$5,138			
04-2	FDOT	SR-7 from Okeechobee Blvd to 60th St	Widen from 2L to 4L	2296647	\$52,242	\$1,485	RRU \$3	CST \$50,317	CST \$437				
14-1	FDOT/ SFRTA	Passenger Rail Service on FEC	Transit Alternative Analysis to extend commuter rail service onto the FEC corridor from Broward County Line or via the Northwood Crossover; Construct Stations and Rolling Stock	4543451	\$542,100	\$1,350						ALL \$540,750	FEC easement/ access fee and O&M needed for PD&E.
16-1b	FDOT	Atlantic Ave from Florida's Turnpike to Cumberland Dr	Widen from 4L to 6L, including 7' buffered bike lanes and 10' shared-use-paths where feasible	4405754	\$61,903	\$11,183	ROW \$821	ROW \$6,561	CST \$40,613	CST \$2,726			
16-1c	FDOT	Atlantic Ave from Cumberland Dr to Jog Rd	Widen from 4L to 6L, including 7' buffered bike lanes and 10' shared-use-paths where feasible	4405755	\$43,797	\$3,102	ROW \$2,615	ROW \$4,295 RRU \$50	CST \$31,799	CST \$1,936			
17-1	FDOT/ Palm Tran	US-1: Camino Real Rd to Indiantown Rd	or: New enhanced transit service with associated multimodal facilities										
17-1d	WPB/ FDOT	US-1: 25th St to 45th St in West Palm Beach	Reconstruct roadway to include pedestrian and bicycle facilities and safety enhancements	4383866	\$17,827	\$1,146				CST \$15,516	CST \$1,165		
17-1f	FDOT/ N Palm Beach	US 1: Northlake Blvd to Parker Bridge in North Palm Beach	Lane Repurposing from 6L to 4L with shared-use paths, bicycle lanes, landscaping and furnishing zone	4383867	\$12,454				PE \$920			CST \$11,534	Requesting State, SU and TRIP funding.
17-1g	Lake Worth Beach/ FDOT	US-1: Dixie/Federal Junction to Gregory Rd in Lake Worth Beach	Speed Mitigation; Safety Improvements; Pedestrian and Bicycle Improvements; Signalization	4575581	\$8,409						PE \$863	CST \$7,546	MPO request to improve roadway jointly with RRR Project
18-1	MPO & Palm Tran /FDOT	Okeechobee Blvd from SR-7 to US-1; SR-7 from Forest Hill Blvd to Okeechobee Blvd	561 Plan Transit Corridor: New enhanced transit service with associated multimodal facilities										
18-1b	Palm Tran	Okeechobee Blvd from SR-7 to US-1; SR-7 from Forest Hill Blvd to Okeechobee Blvd	Construct enhanced transit shelters within existing ROW	4417584	\$5,900	\$900			CAP \$5,000				
18-1c	MPO/ FDOT	Okeechobee Blvd from SR-7 to US-1; SR-7 from Forest Hill Blvd to Okeechobee Blvd	FDOT feasibility study based on MPO planning study recommendations	4513801	\$1,950	\$550	SU \$1,400						
18-2	MPO/ FDOT/FPL	SR-80 from SR-15 to CR-880	Add street lighting and guardrails	4417561 4535581	\$21,243	\$16,791	RRU \$15 CST \$4,437						Under Construction. In phases.

Funding: State Federal Federal/State Federal - Transportation Alternatives (TA)

Change: New/Advance Cost change \$2M & 20% Delay

### Table 1: Major Projects

Projects are predominantly on state roadways and use both federal and state funding. The MPO "oversubscribes" to ensure programming of all available funds. The MPO pursues additional fed/state sources depending on project eligibility.

Shown in \$1,000s

Year - Rank	Applicant/Lead Agency	Location	Description	Proj. No.	Total Cost	< FY 27	FY 27	FY 28	FY 29	FY 30	FY 31	> FY 31	Notes	
18-3	MPO/ FDOT	SR-80 Bypass/US-27 Connector from US-27 to SR-715	Construct new 2-lane road or reconstruct existing roadway	4417571 4417572	\$52,181	\$263				PDE \$1,000	PDE \$3,000	PE \$4,313 ROW \$5,000 CST \$38,605	Alternative Corridor Evaluation (ACE) underway. Long range cost estimates subject to change.	
19-1	MPO & Palm Tran/FDOT	Lake Worth Rd from SR-7 to US-1; SR-7 from Lake Worth Rd to Forest Hill Blvd	561 Plan Transit Corridor: New enhanced transit service with associated multimodal facilities											
20-1	Boca Raton/ FDOT	Federal Hwy at Spanish River Blvd	Convert EB to SB right turn only to right/through with bike lane and mast arm conversion	4482641	\$5,020	\$308	PE \$21 ROW \$406	ROW \$1,095			CST \$3,189			
20-2 & 20-4	Palm Beach County & Boca Raton/ FDOT	Atlantic Ave at Military Trl; Belvedere at Military Trl	Replace span wire traffic signals with mast arms and steel strain pole span wires and upgrade supporting infrastructure. Upgrade ITS, lighting, ped signal & dection, curb ramps, and sidewalks to meet ADA.	4479441	\$4,693	\$566					CST \$4,127		Reorganized with other signal projects.	
		US 1 at Silver Beach Rd; Military Trl at Investment Ln; Okeechobee & Lakeview Ave at Quadrille Blvd		4480731	\$24,802	\$790	PE \$21					ROW \$3,622	CST \$20,369	Reorganized with other signal projects.
		US-1 at 13th Ave N, 7th Ave n, 10th Ave N, SE 1st St; Boynton Beach Blvd at Hagen Ranch Rd, Military Trl, Congress Ave, Seacrest Blvd, US-1; Atlantic Ave at Hamlet Dr; A1A at Lake Ave		4481071	\$22,733	\$1,486						ROW \$5,788	CST \$15,459	Reorganized with other signal projects. ROW & CST subject to reprogramming.
20-3	Boca Raton/ FDOT	Glades Rd/SR-808 at Town Center Blvd; I-95 NB off ramp at W Palmetto Park Rd; I-95 SB off ramp at Palmetto Park Rd; US-1 at Royal Palm Way; US-1 at Hidden Valley Blvd	Replace span wire traffic signals with mast arms and upgrade supporting infrastructure	4480641	\$8,456	\$719					CST \$5,788			
20-3	Boca Raton/ FDOT	US-1 at Glades Rd, NE 15th Ter, and NE	Replace span wire traffic signals with mast arms and upgrade supporting infrastructure	4481351	\$7,275	\$757	ROW \$149	ROW \$392	ROW \$490	ROW \$161	CST \$5,326			
20-5	Palm Beach County/ FDOT	SR-715 from Hatcher Rd to Paul Rardin Park SR-715 from Airport Rd to SW 14th St	Construct 6' sidewalk on W side of roadway.	4479451	\$3,083	\$476					CST \$2,606			
21-1	MPO/ FDOT	Forest Hill Blvd from W of Jog Rd to Military Trl	Add roadway lighting on N side and pedestrian lighting, bus bay layover facility, enhanced crosswalks at three signalized intersections, green markings in bicycle conflict zones	4498771	\$7,244	\$670	ENV \$30				CST \$6,544			

Funding: ■ State ■ Federal ■ Federal/State ■ Federal - Transportation Alternatives (TA)

Change: ■ New/Advance ■ Cost change \$2M & 20% ■ Delay

### Table 1: Major Projects

Projects are predominantly on state roadways and use both federal and state funding. The MPO "oversubscribes" to ensure programming of all available funds. The MPO pursues additional fed/state sources depending on project eligibility.

*Shown in \$1,000s*

Year - Rank	Applicant/ Lead Agency	Location	Description	Proj. No.	Total Cost	< FY 27	FY 27	FY 28	FY 29	FY 30	FY 31	> FY 31	Notes
21-2	MPO/ FDOT	Congress Ave from Lake Worth Rd to Forest Hill Blvd	Add pedestrian lighting, enhanced crosswalks at six signalized intersections, and bus stop amenities	4498791	\$9,972	\$434	ENV \$30	ROW \$92	ROW \$29		CST \$9,387		
21-3	Boca Raton/ FDOT	SR-A1A at Spanish River Blvd and Camino Real (include w/ FM 4476611); US-1 at Jeffery St, NE 32nd St, NE 20th St, Fire Station #1, NE Mizner Blvd, SE Mizner Blvd, and Camino Real; Yamato Rd at NW 2nd Ave (include w/ FM 447657.1); Glades Rd at NW 2nd Ave and Pinehurst Ln; I-95 NB Ramp at Peninsula Corp Dr; I-95 SB Ramp at Peninsula Corp Dr	Replace span wire traffic signals with mast arms and steel strain pole span wires and upgrade supporting infrastructure	4495531	\$10,269		PE \$495					CST \$5,090	
				4498751			PE \$325			CST \$4,298			
21-6	FDOT	Indiantown Rd at Central Blvd	PD&E to evaluate congestion mitigation alternatives with minimal adverse impacts to pedestrians, bicycles, and local businesses	4499351	\$30,384	\$3,810		PE \$986				ROW \$16,588 CST \$9,000	PD&E Underway. Consider National Highway Performance Program (NHPP) funds.
23-1	MPO/ FDOT	US-1 from Universe Blvd to Indiantown Road	Widen existing sidewalks to shared use paths	TBD	\$10,700							\$10,700	Potential SUN Trail eligibility. Possible Resurfacing project alignment.
23-2	Palm Beach County/ FDOT	Palm Beach County Traffic Signals at a various locations	Flashing Yellow Arrows	4535891	\$3,165		PE \$270				CST \$2,895		
23-3	Palm Beach County/ FDOT	Palm Beach County Traffic Signals at a various locations	Signal Upgrades	4535901	\$7,949		PE \$684				CST \$7,265		
25-1	MPO/FDOT	US 27 Freight / Rail Corridor from NW 138th St in Miami-Dade County to the CSX and SCFX Rail crossing in Martin County.	Feasibility Study for freight and passenger rail.	TBD	\$1,000							PL \$1,000	Request for Feasibility Study in FY 27 using state funds. SEFTC priority.
<b>Cost Summary</b>					<b>\$1,102,494</b>	<b>\$56,997</b>	<b>\$16,091</b>	<b>\$68,121</b>	<b>\$170,056</b>	<b>\$58,490</b>	<b>\$44,836</b>	<b>\$685,954</b>	

Funding: ■ State ■ Federal ■ Federal/State ■ Federal - Transportation Alternatives (TA)  
 Change: ■ New/Advance ■ Cost change \$2M & 20% ■ Delay

**Table 2: Local Initiatives Program**

This program is for projects on non-state roadways that are federal-aid eligible. Funding typically comes from the \$23.8 Million/year federal Surface Transportation Block Grant (STBG) program, known locally as SU funds, allocated to the MPO for prioritization. STGB funds allocated to FDOT, known as SA, sometimes supplement the projects.

*Shown in \$1,000s*

Year Rank	Applicant/Lead Agency	Location	Description	Proj. No.	Total Cost	< FY 27	FY 27	FY 28	FY 29	FY 30	FY 31	> FY 31	Notes
20-2 21-1 22-2	SFRTA	SFRTA - Tri-Rail Service	Purchase passenger rail cars	4481031	\$15,164	\$10,564	CAP \$4,600						
20-3	Lake Worth Beach	South East Coast Street and S. H Street	Reconstruct roadways to one-way pair with 4' designated bike lanes	4483541	\$7,889	\$5	CST \$7,884						
22-3	Palm Beach Gardens	Gardens Parkway from Alternate A1A to Prosperity Farms Road	5' designated bike lane and 8' sidewalk	4508001	\$4,625	\$5	CST \$4,620						
22-4	Palm Tran	Palm Tran electric buses and Palm Tran Maintenance Facility (Electronics Way) charging stations	Purchase 4 electric buses and install electric charging at maintenance facility	4507981	\$5,000			CAP \$5,000					
22-5	Delray Beach	Barwick Rd from Lake Ida Rd to Boynton Beach City Limits	10' shared use path and new sidewalk	4507931	\$3,361	\$5	CST \$3,356						Cost estimate and request for additional funds are pending.
22-6	Palm Tran	Countywide	Bus Stop Improvements	4507971	\$5,000			CAP \$5,000					
22-7	ITID	140th Ave N, Temple Blvd, and Hall Blvd	Seminole Speed Tables	4507951	\$627	\$5					CST \$526		Federal eligibility on hold.
23-1	ITID	140th Ave N, Temple Blvd, and Hall Blvd	Construct 10' shared use pathways and 8' pathways.	4535151	\$5,369							\$4,109	Federal eligibility on hold.
23-3	Boca Raton	Boca Raton Traffic Signals	Traffic Signal Updates and ITS Improvements Phase 1	4535181	\$2,039			PE \$5	CST \$2,034				
23-4	West Palm Beach	7th Street from Australian Ave to Tamarind Blvd	Construct buffered bike lanes and widen sidewalks	4535201	\$1,851			PE \$5	CST \$1,846				
23-6	Palm Beach County	Palm Beach County Traffic Signals	Signal Upgrades	4535261	\$5,293			PE \$5	CST \$5,288				
23-7	Wellington	Wellington Trace from east of Draft Horse Ln to Greenview Shores Blvd	Widen sidewalks and construct roundabout at Primrose Lane	4535191	\$2,988		PE \$5			CST \$2,759			
23-8	Palm Beach County	Palm Beach County Traffic Signals	Flashing Yellow Left & Right Turn Arrow Upgrades	4535171	\$4,693				PE \$5	CST \$2,922			
<b>Cost Summary</b>					<b>\$63,900</b>	<b>\$10,584</b>	<b>\$20,465</b>		<b>\$10,015</b>	<b>\$11,933</b>	<b>\$3,448</b>	<b>\$4,109</b>	

Funding: ■ State ■ Federal ■ Federal/State ■ Federal - Transportation Alternatives (TA)

Change: ■ New/Advance ■ Cost change \$2M & 20% ■ Delay

**Table 3: Transportation Alternatives Program**

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

*Shown in \$1,000s*

Year - Rank	Applicant/Lead Agency	Location	Description	Proj. No.	Total Cost	< FY 27	FY 27	FY 28	FY 29	FY 30	FY 31	> FY 31	Notes
21-3	ITID	Grapeview Blvd from Key Lime Blvd to 60th St and Key Lime Blvd from Hall to M-1 Canal	Construct 10' shared use path and 8' pathway	4490021	\$1,658	\$5					CST \$1,658		Federal eligibility on hold.
22-1	ITID	Hamlin Blvd from Hall Blvd to Grapeview Blvd; Grapeview Blvd from Hamlin Blvd to Citrus Grove Blvd; Citrus Grove Blvd from Hall Blvd to Avocado Blvd	Construct 10' shared use path and expand existing sidewalk to 8'	4507871	\$1,305	\$5					CST \$1,305		Federal eligibility on hold.
23-1	Boca Raton	NW 6th Way from South of NW 38th Drive/Circle to Spanish River Blvd	Construct 10' shared use path and include bicycle and pedestrian intersection upgrades.	4529981	\$1,401	\$5	CST \$1,396						
23-2	Palm Beach County	Camino Real from Spanish River Rd to South Ocean Blvd	Construct 7' buffered bike lanes on both sides of the road and 5 ft sidewalk on the south side	4530021	\$1,367	\$5	CST \$1,362						
23-3	West Palm Beach	Spruce Ave from 36th St to 40th St	Construct designated bike lanes, ADA curb ramps and sidewalks, new crosswalks, traffic calming, and pedestrian scale lighting.	4529991	\$1,583	\$5	CST \$1,578						
23-5	ITID	140th Ave North from Orange St to 61st St North and 61st St North from 140th Ave North to the M-1 Canal	Construct 8' unpaved path	4530001	\$1,004	\$5					CST \$999		Federal eligibility on hold.
24-1	West Palm Beach	Palm St from Lake Ave to US-1/Dixie Hwy	Construct bike lanes and ADA improvements for pedestrian facilities	4548781	\$1,974	\$5		CST \$1,969					
24-2	Boca Raton	NW 2nd Ave from Jeffrey St to Hidden Valley Blvd	Construct two-way bicycle path on east side of the road with bicycle intersection improvements	4548771	\$1,832	\$5		CST \$1,827					
24-3	Palm Beach County/Boca Raton	Camino Real from Dixie Hwy to Federal Hwy	Construct a raised bicycle lane on both sides of the road	4549511	\$1,046	\$5		CST \$1,041					
25-1	Palm Springs	NE 2nd Ave from Lake Worth Rd to Congress Ave	Construct 8' pathways and ADA improvements	4572981	\$2,598		PE \$5		CST \$2,593				
25-2	Palm Beach Gardens	N Military Trl from Garden Lakes Dr to I-95 & from from Winchester Dr to EPBC-3 Canal	Construct 12' shared use path	4572921	\$1,463		PE \$5		CST \$1,458				
25-3	Delray Beach	NE 4th St from Swinton Ave to NE 7th Ave	Traffic calming; sharrows; intersection reconstruction and speed management	4572911	\$1,698		PE \$5		CST \$1,693				
25-4	Palm Beach County	Kirk Rd from 10th Ave N to Canal 9 Rd	Construct 10' shared use path/pathway	4572941	\$1,543		PE \$5		CST \$1,538				
<b>Cost Summary</b>					<b>\$19,324</b>	<b>\$35</b>	<b>\$4,356</b>	<b>\$4,837</b>	<b>\$7,282</b>		<b>\$3,963</b>		

Funding: ■ State ■ Federal ■ Federal/State ■ Federal - Transportation Alternatives (TA)

Change: ■ New/Advance ■ Cost change \$2M & 20% ■ Delay

**Table 4: Shared Use Network (SUN) Trail Program**

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

*Shown in \$1,000s*

Year	Applicant/ Lead Agency	Location	Description	Proj. No.	Total Cost	<FY 27	TIP FY 2027-2031					Long Range Funding Needs	Notes
							FY 27	FY 28	FY 29	FY 30	FY 31		
2023	Jupiter	US 1 from Indiantown Rd to Tequesta Dr	All project phases to close gap in SUN Trail and East Coast Greenway Network	4545791	\$6,847	\$300						\$6,847	
2023	Boca Raton	A1A from Camino Real to Beach Club Way	Feasibility Study and Design for SUN Trail Connection across the Camino Real Inlet Bridge	TBD	\$3,000							\$3,000	
<b>Cost Summary</b>					<b>\$9,847</b>	<b>\$300</b>						<b>\$9,847</b>	

Funding: ■ State ■ Federal ■ Federal/State ■ Federal - Transportation Alternatives (TA)

Change: ■ New/Advance ■ Cost change \$2M & 20% ■ Delay

**Table 5: Active and Under Construction MPO Priorities**

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

*Shown in \$1,000s*

Year - Rank	Applicant/ Lead Agency	Location	Description	Proj. No.	Total Cost	Status
<b>Major Projects</b>						
14-3	FDOT	Atlantic Ave from SR-7 to E of Lyons Rd	Widen from 2L to 4L, including buffered 7' bike lanes and 6' sidewalks	2296584	\$41,204	Under Construction. Estimated Completion for Feb 2028
16-1a	FDOT	Atlantic Ave from east of Lyons Rd to Florida's Turnpike	Widen from 4L to 6L, including 7' buffered bike lanes and 10' shared-use-paths where feasible	4405752	\$8,265	Under Construction. Estimated Completion for Feb 2028
17-1a	Palm Tran	US-1: Palmetto Park Rd to Northlake Blvd	Implement Transit Signal Prioritization for entire corridor	4383863	\$2,000	Construction in 2026
17-1b	Palm Tran/ FDOT	US-1: Palmetto Park Rd to Northlake Blvd	Construct 14 enhanced transit shelters within existing ROW	4383864	\$6,500	Anticipated Construction in Jul 2026
17-1c	Boca Raton/ FDOT	US-1: Camino Real to NE 8th St/Mizner Blvd in Boca Raton	Lane Repurposing from 6L to 4L between Camino Real and SE Mizner Blvd; associated multimodal facilities	4383865	\$9,390	Anticipated Construction in 2026
18-1a	Palm Tran	Okeechobee Blvd from SR-7 to US-1; SR-7 from Forest Hill Blvd to Okeechobee Blvd	Implement Transit Signal Prioritization for entire corridor	4417582	\$1,000	Procurement in 2026
18-1c	MPO/ FDOT	Okeechobee Blvd from SR-7 to US-1; SR-7 from Forest Hill Blvd to Okeechobee Blvd	FDOT feasibility study based on MPO planning study recommendations	4513801	\$2,280	Feasibility Study Underway
18-2	MPO/ FDOT/FPL	SR-80 from SR-15 to CR-880	Add street lighting and guardrails	4417561 4535581	\$20,341	Under Construction. Estimated Completion for Summer 2026
21-4	MPO/ FDOT	SR-7 from Glades Rd to Bridgebrook Dr	Modify resurfacing project to add sidewalk on E side and green markings in bicycle conflict zones	4476701	\$12,629	Under Construction Estimated Completion for Aug 2026
17-1e	MPO/ FDOT	US-1: 59th St to Northlake Blvd in Riviera Beach and Lake Park	Reconstruct as 4L, add bike lanes and medians; move barrier wall on bridge to protect bike lanes;-add street lights/ped-scale lights where feasible	4383862	\$14,622	Anticipated Construction in Aug 2025 Estimated Completion for Aug 2027
19-1a	Palm Tran	Lake Worth Rd from SR-7 to US-1; SR-7 from Lake Worth Rd to Forest Hill Blvd	Implement Transit Signal Prioritization	4463361	\$1,000	Procurement in 2026
21-5	MPO/ FDOT	Boynton Beach Blvd from Congress Ave to E of I-95	Modify resurfacing project and interchange capacity project to provide wider sidewalks and buffered bike lanes on both sides of roadway	4358041 4476671	\$94,874	Under Construction Estimated Completion for Jul 2028

**Table 5: Active and Under Construction MPO Priorities**

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

*Shown in \$1,000s*

Year - Rank	Applicant/ Lead Agency	Location	Description	Proj. No.	Total Cost	Status
<b>Local Initiatives</b>						
14-5	Lake Park/ FDOT	FEC Railroad Crossings Countywide	Install Safety/Quiet Zone infrastructure on FEC corridor	4353432	\$3,506	Under Construction Estimated Completion for Fall 2026
14-6	SFRTA	Tri Rail Northern Layover Facility: CSX tracks E of I-95 in Mangonia Park/WPB	Construct new facility to enhance O&M for existing system and support Jupiter extension	4297671 4537741 2368542	\$59,822	100% Design Plans and Cost Estimates in 2026
15-3	Palm Tran	Various locations along existing Palm Tran bus routes	Construct 30 transit shelters	4383921	\$600	In Design Anticipated Construction in Spring 2027
17-1 & 17-5	West Palm Beach	36th St & bridge from Australian Ave to Poinsettia Ave in West Palm Beach	Construct buffered bike lanes, pedestrian enhancements and bridge	4415701	\$18,244	Under Construction Estimated Completion for 2026
17-2	Delray Beach	Lindell Blvd from Linton Blvd to Federal Hwy/US 1	Construct sidewalks and separated bike lanes	4415331	\$12,143	Under Construction Estimated Completion for Summer 2026
17-4	Palm Tran	Various Palm Tran bus stops	Replace 40 transit shelters	4415711	\$800	In Design Anticipated Construction in 2026
17-6	Delray Beach	Barwick Rd from Atlantic Ave to Lake Ida Rd	Construct sidewalk on east side and shared use path on west side of roadway	4415321	\$10,446	Under Construction. Estimated Completion for Summer 2026
18-2	West Palm Beach	Parker Ave from Forest Hill Blvd to Congress Ave	Install separated bike lanes, pedestrian lighting and street trees.	4443761	\$7,400	Letting in Spring 2026
18-6	Delray Beach	Germantown Rd from Old Germantown Rd to Congress Ave	Construct sidewalks and shared-use paths	4443771	\$6,385	Anticipated Completion in May 2027
19-1	Palm Tran	Palm Tran electric buses and Palm Tran Maintenance Facility (Electronics Way) charging stations	Purchase 3 electric buses and install electric charging at maintenance facility	4460981	\$4,336	Expecting revenue service in 2027; fleet will expand to no more than 25% as funds become available.
19-2	Palm Beach County	Cresthaven Blvd from S Jog Rd to S Military Trl	Construct 7' buffered bike lanes and three intersection modifications	4460861	\$4,603	Anticipated Construction in Spring 2027
19-4	West Palm Beach	25th St from Australian Ave to Broadway Ave	Lane Repurposing from 4 lanes to 3, construct R/R gate enhancements, ADA upgrades, buffered bike lane/ designated bike lane, lighting improvements, sidewalks	4460901	\$7,036	Anticipated Construction in Aug 2026
20-1	Palm Tran	Palm Tran electric buses and Palm Tran Maintenance Facility (Electronics Way) charging stations	Purchase 4 electric buses and install electric charging at maintenance facility	4482951	\$5,000	Expecting revenue service in 2027; fleet to expand to 25% or less as funds become available.
20-4	Wellington	Greenbriar Blvd from Aero Club Drive to Greenview Shored Blvd.	Construct 10' shared-use path on north side of roadway. Upgrade intersections and pedestrian crossings with enhanced visibility and signage.	4482991	\$6,279	Under Construction Estimated Completion for Jun 2027
20-6	Royal Palm Beach	Various Locations - Residential Roads	Construct ADA Improvements - Sidewalks and Curb Ramps	4483051	\$671	Anticipated Construction by end of FY 26
21-2	Palm Beach County	Prosperity Farms from 800' N of Northlake Blvd to Donald Ross Rd	Construct 4' designated bike lanes	4498471	\$5,980	Anticipated Construction in Jul 2026
23-5	SFRTA	SFRTA - Tri-Rail Service	Rolling Stock - New Train	4535271	\$5,000	In Procurement

**Table 5: Active and Under Construction MPO Priorities**

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

*Shown in \$1,000s*

Year - Rank	Applicant/ Lead Agency	Location	Description	Proj. No.	Total Cost	Status
<b>Transportation Alternatives</b>						
17-1	West Palm Beach	Northmore neighborhood	Construct sidewalks and shared use pathways	4415271	\$1,325	Under Construction Estimated Completion for Aug 2027
19-2	Boynton Beach	SE 1st St from Boynton Beach Blvd to Woolbright Rd	Construct 10' shared use path on western side of roadway	4460781	\$5,500	Under Construction
20-4	Palm Tran	Countywide - 110 bus stops	Install 5' sidewalk connections and ADA bus stop enhancements	4483041	\$281	In Design Anticipated Construction in Spring 2027
21-1	Palm Beach Gardens	Burns Rd from Military Trl to Alt A1A	Construct 9.5' separated two-way bicycle track	4490051	\$1,405	Under Construction Estimated Completion for Nov 2026
21-2	Boca Raton	El Rio Trail from Glades Rd to Yamato Rd	Install lighting	4489991	\$1,274	Anticipated Construction in Spring 2026
21-4	Wellington	C-8 Canal from Forest Hill Blvd to Stribling Way	Construct 10' shared use path	4490061	\$739	Anticipated Construction in July 2026 Estimated Completion for Dec 2026
22-2	Palm Beach Gardens	Fairchild Ave from Fairchild Gardens Ave to Campus Dr	Construct buffered bicycle lanes and 8' pathway on south side of roadway	4508291	\$1,413	Anticipated Construction in May 2026 Estimated Completion for Jan 2027
22-3	West Palm Beach	49th St from Greenwood Ave to North Flagler Drive	Construct ADA curb ramps and sidewalks, traffic calming speed humps and sharrows	4508621	\$2,265	Anticipated Construction for FY 2027
22-4	Royal Palm Beach	Various Locations - Local Roads	Install pedestrian and bicycle network wayfinding signage	4508241	\$879	Anticipated Construction in Summer 2026
22-5	Boca Raton	SW 18th Street from Military Trl to Addison Ave	Construct 10' shared use paths and missing crosswalks and sidewalks	4507841	\$415	Anticipated Construction in FY 2027
	SFRTA	SW 18th Street from Military Trl to Addison Ave	Construct 10' shared use paths and missing crosswalks and sidewalks	4507842	\$1,155	Anticipated Construction in FY 2027

## List of Appendices

**APPENDIX A** - Glossary

Available in Full Document and at [PalmBeachMPO.org/TIP](https://PalmBeachMPO.org/TIP)

**APPENDIX B** - Public Participation and Comments

Available at [PalmBeachMPO.org/TIP](https://PalmBeachMPO.org/TIP)

**APPENDIX C** - Federal Performance Measures

Available at [PalmBeachMPO.org/TIP](https://PalmBeachMPO.org/TIP)

**APPENDIX D** - MPO Priority Projects for FY 27-31

Available at [PalmBeachMPO.org/priorities](https://PalmBeachMPO.org/priorities)

**APPENDIX E** - Draft Tentative Work Program for FY 27-31

Available at <https://www.fdot.gov/topics/fdot-work-program/district-4-wp-public-hearings/district-4-documents>

**APPENDIX F** - Eastern Federal Lands Highway Division FY 26-29 TIP

Available at <https://highways.dot.gov/federal-lands/planning/tip/efl-transportation-improvement-program>

**APPENDIX G** - Annual Listing of Obligated Projects

Made available for prior fiscal year each October.

Available at <https://www.fdot.gov/workprogram/federal/fa-mpo-obligdet.shtm>

**APPENDIX H**

TIP Amendments and Modifications

Available at [PalmBeachMPO.org/TIP](https://PalmBeachMPO.org/TIP)

## Project Scheduling Report – May 2026

### Phases occurring within the next 90 days

#### Palm Beach MPO & 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 MPO has consolidated the FDOT report to focus on MPO priorities and scheduling activities that are occurring within the next 90 days. The full list of scheduling activities is described below.

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

For more information on a project, please contact the FDOT District 4 office at 954.486.1400 and ask to be transferred to the FDOT Project Manager for the specific project. For the FDOT copy of the report with the full project schedule, contact Martha Morales at [Martha.Morales@dot.state.fl.us](mailto:Martha.Morales@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
<b>SIS Capacity</b>					
4132522	I-95 FROM INDIANTOWN RD TO MARTIN/PALM BEACH COUNTY LINE	Pd&E/Emo Study	FDOT	Resolution from Agency	4/22/2026
4358031	I-95 AT NORTHLAKE BLVD	Interchange - Add Lanes	FDOT	Letting	5/20/2026
4355161	I-95 AT SOUTHERN BLVD/SR-80	Interchange - Add Lanes	FDOT	Execution Date (Design)	5/22/2026
4132601	I-95 AT PALM BEACH LAKES BLVD	Interchange Justifica/Modifica	FDOT	Public Information Workshop	6/8/2026
4132601	I-95 AT PALM BEACH LAKES BLVD	Interchange Justifica/Modifica	FDOT	PSE Meeting	6/15/2026
4355161	I-95 AT SOUTHERN BLVD/SR-80	Interchange - Add Lanes	FDOT	Kickoff Meeting	6/18/2026
4132522	I-95 FROM INDIANTOWN RD TO MARTIN/PALM BEACH COUNTY LINE	Pd&E/Emo Study	FDOT	Agency Scope Review	6/24/2026
4132601	I-95 AT PALM BEACH LAKES BLVD	Interchange Justifica/Modifica	FDOT	Biddability	7/9/2026
4132581	I-95 AT LANTANA RD	Interchange Justifica/Modifica	FDOT	Constructability Plans	7/14/2026
4132581	I-95 AT LANTANA RD	Interchange Justifica/Modifica	FDOT	Public Information Workshop	7/17/2026
<b>Major Projects</b>					
4383864	US-1/SR-5 FROM PALMETTO PARK RD TO NORTHLAKE BLVD/SR-850	Design	FDOT	Letting	4/29/2026
4481071	SIGNAL IMPROVEMENTS AT VARIOUS LOCATIONS IN PALM BEACH COUNTY	Programmed	FDOT	Agency Scope Review	5/26/2026
4515792	PALM BEACH COUNTY SIGNAL UPGRADES AT VARIOUS LOCATIONS	Programmed	FDOT	Construction Notice to Proceed (NTP)	6/5/2026
4383865	US-1/SR-5 FROM CAMINO REAL TO NE 8TH ST/MIZNER BLVD	Design	FDOT	Construction Notice to Proceed (NTP)	6/19/2026
4482641	N FEDERAL HWY/SR-5/US-1 AT SPANISH RIVER BLVD	Programmed	FDOT	Initial Engineering	6/25/2026
4479441	SIGNAL UPGRADES AT VARIOUS LOCATIONS IN PALM BEACH COUNTY	Programmed	FDOT	Initial Field Review	6/30/2026
4535581	SR-80 FROM SR-15 TO CR-880	Guardrail	FDOT	Production	7/6/2026
<b>Local Initiatives Program</b>					
4508001	GARDENS PARKWAY FROM ALT A1A TO PROSPERITY FARMS RD	Programmed	Palm Beach Gardens	Production	5/4/2026
4415701	36TH ST FROM N AUSTRALIAN AVE TO NORTH FLAGLER DR	Bike Lane/Sidewalk	FDOT	Public Information Workshop	6/9/2026
<b>Transportation Alternatives Program</b>					
4530011	LILAC ST FROM N MILITARY TRL/SR-809 TO PLANT DR	Design	Palm Beach Gardens	Production	5/4/2026
4530021	CAMINO REAL FROM SPANISH RIVER RD TO S OCEAN BLVD	Design	Palm Beach County	Production	7/6/2026
<b>Other Federal &amp; State Funded Projects</b>					
4475731	BOYNTON BEACH BLVD/SR-804 FROM EAST OF I-95 TO US-1/SR-5	Landscaping	FDOT	Production	5/4/2026
4545641	WESTERN INDIANTOWN RD IMPROVEMENTS	Add Auxiliary Lane(s)	Jupiter	Letting	5/8/2026
4531431	COUNTYWIDE FLASHING 'YELLOW' ARROW LEFT & RIGHT TURN IMPLEMENTATION	Traffic Signal Update	FDOT	Kickoff Meeting	5/19/2026
4515981	ADVANCED WRONG WAY DETECTION SYSTEM PALM BEACH COUNTY	Its Communication System	FDOT	Letting	5/20/2026

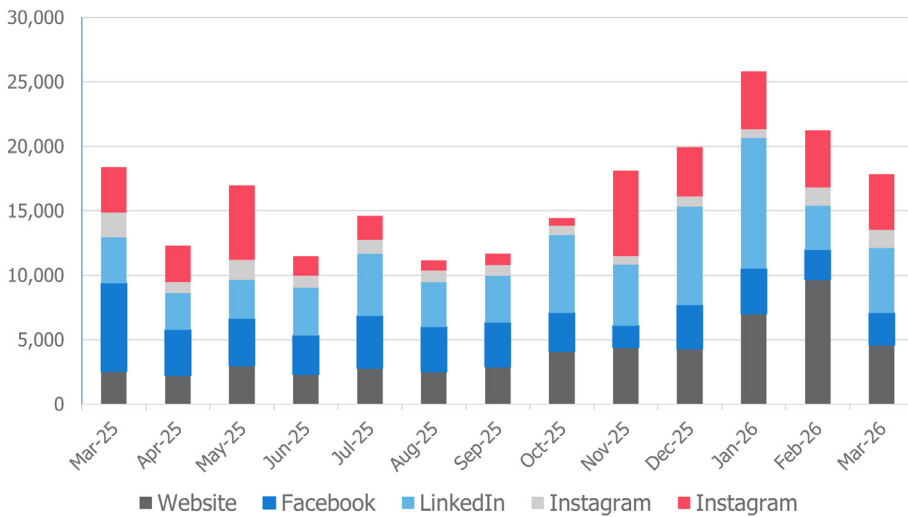
FM #	Location	Type of Work	Lead Agency	Phase Milestone	Date
4510841	OKEECHOBEE BLVD/SR-704 AT SR-809/ MILITARY TR	Intersection Improvement	FDOT	Construction Notice to Proceed (NTP)	6/1/2026
4484391	BEELINE HWY/SR-710 FROM W OF PARK COMMERCE BLVD TO E OF AVIATION BLVD	Resurfacing	FDOT	Production	6/1/2026
4547791	LAKE WORTH RD AT SHERWOOD FOREST BLVD	Traffic Signal Update	FDOT	Agency Scope Review	6/10/2026
4510851	FOREST HILL BLVD/SR-882 AT HAVERHILL RD	Intersection Improvement	FDOT	Construction Notice to Proceed (NTP)	6/22/2026
4475451	OKEECHOBEE BLVD/SR-704 FROM EAST OF MILITARY TRAIL TO I-95	Lighting	FDOT	Construction Notice to Proceed (NTP)	6/22/2026
4506771	SR5/US1 FROM N OF SILVER BEACH RD TO S OF PALMETTO DR	Landscaping	FDOT	PSE Meeting	6/30/2026
4547791	LAKE WORTH RD AT SHERWOOD FOREST BLVD	Traffic Signal Update	FDOT	Execution Date (Design)	7/10/2026
<b>O&amp;M - Roadways</b>					
4363404	PALM BEACH COUNTY PUSH BUTTON CONTRACT TRAFFIC OPS (ROADWAY)	Miscellaneous Construction	FDOT	Construction Notice to Proceed (NTP)	4/22/2026
4498141	ROYAL PALM WAY/SR-704 FROM 4 ARTS PLAZA TO S COUNTY RD	Resurfacing	FDOT	Biddability	5/6/2026
4506841	SR-A1A/ OCEAN BLVD BRIDGE# 930060 OVER BOCA INLET	Bridge Rehabilitation	FDOT	Constructability Plans	5/7/2026
4498101	SR-802/LAKE WORTH RD FR EVERETT COURT TO EAST OF ERIE ST	Resurfacing	FDOT	Production	6/1/2026
4552201	SR-9/I-95 FROM LAKE WORTH ROAD TO NORTH OF 10TH AVENUE	Resurfacing	FDOT	Initial Engineering	6/26/2026
4498341	SR-717/E CANAL ST FROM SR-80 TO SE AVE E	Resurfacing	FDOT	Production	7/6/2026
4438672	ALT A1A//SR-811 OVER LOXAHATCHEE RIVER BRIDGE 930339	Bridge- Repair/Rehabilitation	FDOT	Construction Notice to Proceed (NTP)	7/8/2026

# Public Involvement Activity Report 4.B

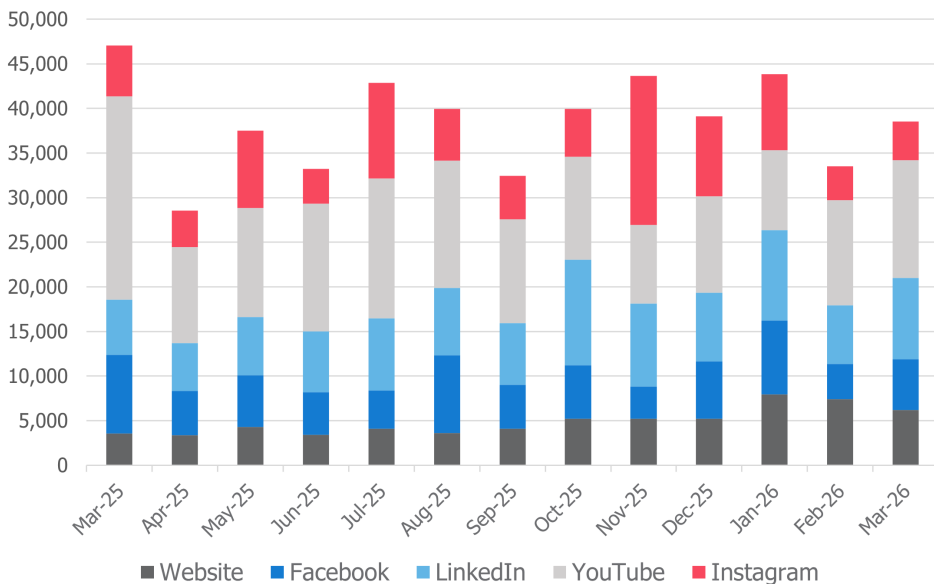
## March 2026

### Palm Beach MPO Social Media Analytics

#### Social Media Reach



#### Social Media Impressions



### March Highlights

To celebrate Florida Bicycle Month in March, the MPO hosted a helmet fitting training class on March 5 and organized a Florida Bicycle Month ride on March 13.



The MPO hosted the Lantana Chamber of Commerce Leadership Transportation Panel on March 13, where attendees heard updates from the MPO, Tri-Rail, Palm Beach International Airport, and Palm Tran.



MPO staff participated in the Wheels in Motion event at the Lake Worth Beach Tri-Rail Station on March 26, where they connected with riders, shared bicycle safety resources, and gathered feedback on how to improve safety within the community.

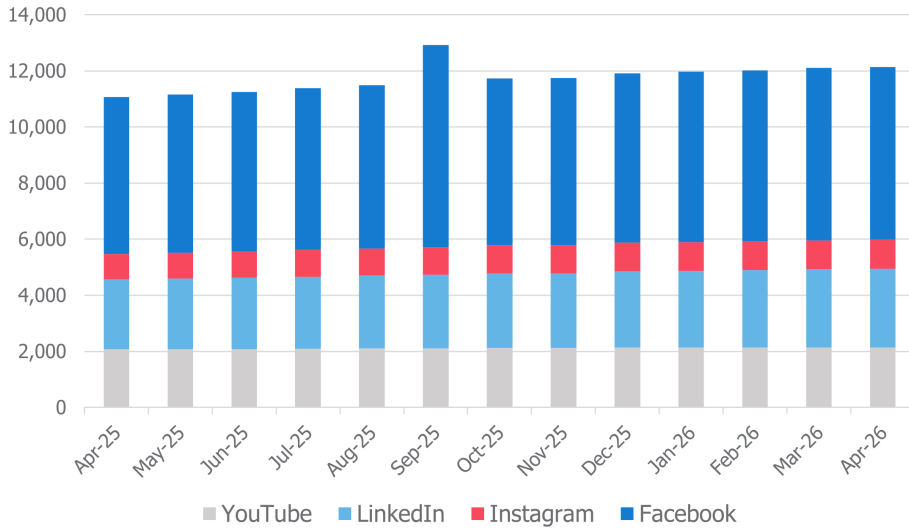


# Public Involvement Activity Report

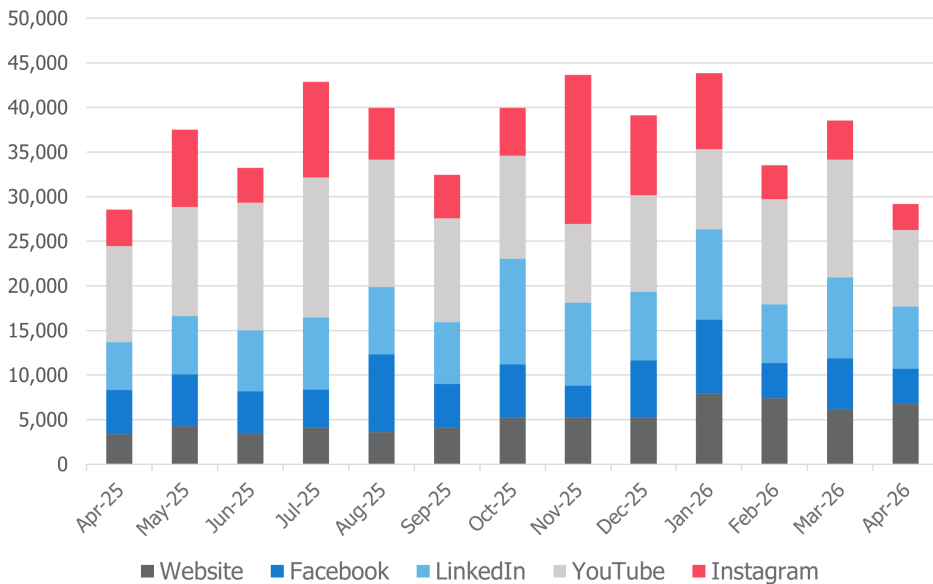
## April 2026

### Palm Beach MPO Social Media Analytics

#### Social Media Followers



#### Social Media Impressions



### April Highlights

MPO staff conducted walk-bike safety audits at five elementary schools across Palm Beach County as part of the MPO's Safe Routes to School (SRTS) program and hosted an SRTS workshop during the first week of April.



The MPO hosted a Transit-Oriented Development (TOD) Tour on April 22 in the City of Boca Raton, highlighting the City's TOD and mobility initiatives.



The MPO hosted a Transit-Oriented Communities (TOC) Workshop on April 30, focused on creating more connected, transit-supportive communities in Palm Beach County.

