



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2012	2013	2014	2015	2016
Operating Expenditures	\$74,983				
Grant Expenditures					
External Revenues	(\$74,983)				
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>0</b>				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes X No \_\_\_\_\_  
 Budget Account No.: Fund 1542 Dep't. 542 Unit \_\_\_\_\_  
 Object 3401  
 Program \_\_\_\_\_ Reporting Category \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Community Challenge Planning Grant

**C. Departmental Fiscal Review:** John Murphy  
 John Murphy, Finance Manager

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

[Signature]  
 OFMB  
 9/16/12

[Signature] 9/10/12  
 Contract Dev. and Control

**B. Legal Sufficiency:**

[Signature] 9/19/2012  
 Assistant County Attorney  
 In print, based on Dept's representation that the agreement was submitted to HUD & reviewed by the agency.

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and The University of South Florida Board of Trustees, a public body corporate for its Center for Urban Transportation Research (CUTR), hereinafter referred to as the CONSULTANT, whose Federal I.D. is 593102112.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

**ARTICLE 1 – SERVICES**

1. The COUNTY has entered into a Cooperative Agreement with the U.S. Department of Housing and Urban Development (HUD) [CCPFL0049 dated Feb 15, 2012] to conduct study's and develop a master plan for revitalization of the Glades Region of Palm Beach County.

Palm Tran, the COUNTY's Surface Transportation Department has responsibility for the Public Transportation portion of the study and master plan.

The CONSULTANT (CUTR) will assist Palm Tran in their portion of the study by providing professional/consulting services in the area of fixed route bus services in the Glades Region, as more specifically set forth in the Scope of Work detailed in Exhibit "A"

2. The CONSULTANT will comply with all applicable certifications, reporting and other requirements of the HUD Cooperative Agreement, a copy of which has been provided to CUTR, is in the files of both parties, and incorporated herein by reference.
3. The COUNTY'S representative/liaison during the performance of this Contract shall be Mr. Fred Stubbs, telephone no. 561 841-4222.
4. The CONSULTANTS representative/liaison during the performance of this Contract shall be Chris DeAnnuntis, telephone no. 813 974-8942 for technical concerns and Sharon Pinson for administrative concerns, telephone 813 974-0360.

**ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services on September 1, 2012 and complete all services by June 30, 2013.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set

forth in Exhibit "A".

### **ARTICLE 3 - PAYMENTS TO CONSULTANT**

- A. The total amount to be paid by the COUNTY under this Contract for all services, materials, and expenses shall equal a total contract amount of Seventy Four Thousand Nine Hundred Eighty Three Dollars (\$ 74,983). The CONSULTANT will bill the COUNTY incrementally on a quarterly basis, at the amounts set forth per task in Exhibit "A" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract 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 COUNTY 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. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

### **ARTICLE 5 - TERMINATION**

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in

whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

**ARTICLE 6 - PERSONNEL**

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder 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, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

**ARTICLE 7 – SUBCONTRACTING [RESERVED]**

**Subcontracting is not authorized under this Contract.**

**ARTICLE 8 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign 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 COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials. However, it is understood that CONSULTANT is exempt from payment of Florida State Sales and Use Taxes as a state entity.

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

#### **ARTICLE 9 - AVAILABILITY OF FUNDS**

This Contract is subject to the prior approval of HUD and the continuing approval and availability of HUD funding for purposes of this Contract.

The COUNTY'S performance and obligation to pay under this Contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

#### **ARTICLE 10 - INSURANCE**

**A. Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.

B. Without waiving the right to Sovereign Immunity as provided in Section 768.28, Florida Statutes, CONSULTANT acknowledges that it is self-insured under Florida's sovereign immunity statute with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence or such monetary waiver limits as may, from time to time during the term of this Contract, be set forth in the Florida's sovereign immunity statute, which the COUNTY recognizes as acceptable regarding General Liability and Automobile Liability.

C. Without waiving the right to Sovereign Immunity or any other statutory provisions to the contrary, CONSULTANT acknowledges and agrees in the event COUNTY and/or Palm Tran Inc. is named in any legal action as a result of the negligent acts or omissions arising out of CONSULTANT's performance or failure to perform the contractual duties set forth in the terms of this Contract, CONSULTANT shall respond with all necessary defense of COUNTY and/or Palm Tran, Inc. in the same manner and to the same extent as if they were identified as an Additional Insured with CONSULTANT's self-insured program.

**D. Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative, a Certificate(s) or Affidavit evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect

## **ARTICLE 11 - INDEMNIFICATION**

CONSULTANT, to the extent permitted by law, shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all 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 their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

## **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and 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 Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

## **ARTICLE 13 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract 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, 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.

## **ARTICLE 14 - CONFLICT OF INTEREST**

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 of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or 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 request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective

business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

#### **ARTICLE 15 - EXCUSABLE DELAYS**

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 16 - ARREARS**

The CONSULTANT shall not pledge the COUNTY'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 Contract.

#### **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall deliver to the COUNTY'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 COUNTY under this Contract.

Pursuant to §1004.01(2), Fla. Stat., all drawings, maps, sketches, programs, data base, reports and other data developed by CONSULTANT ("Work"), under this Contract shall be and remain the CONSULTANT'S property. CONSULTANT grants COUNTY an irrevocable, non-exclusive, royalty-free license to Work for its own use and COUNTY may reproduce and reuse Work for COUNTY'S own use and to fulfill its obligations under the HUD contract.

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 Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm



Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

**ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract 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 COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

**ARTICLE 19 - 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 Contract 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 Contract.

**ARTICLE 20 - ACCESS AND AUDITS**

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY as well as any State or Federal Agency in the course of their duties, shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**ARTICLE 21 - NONDISCRIMINATION**

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

#### **ARTICLE 22 - AUTHORITY TO PRACTICE**

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

#### **ARTICLE 23 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 24 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

#### **ARTICLE 25 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

**ARTICLE 26 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Mr. Charles Cohen – Executive Director  
Palm Tran  
3201 Electronics Way  
West Palm Beach, Fl. 3307

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave.  
West Palm Beach, Florida 33401

If sent to the CONSULTANT, notices shall be addressed to:

Sharon Pinson—Sponsored Research Admin.  
University of South Florida, Division of Sponsored Research  
3650 Spectrum Boulevard, Suite 160  
Tampa, FL 33612

**ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

**ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK**

If CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"). The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

**ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS**

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

**ARTICLE 30 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)**

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the County determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

[ NOTHING FURTHER ON THIS PAGE ] \_\_\_\_\_

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:  
SHARON R. BOCK  
CLERK AND COMPTRROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

By: \_\_\_\_\_  
Deputy Clerk

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

WITNESS:  
Sharon Pinson  
Signature

CONSULTANT:  
The University of South Florida  
Company Name

Sharon Pinson  
Name (type or print)

Rebecca Pulg  
Signature  
Rebecca Pulg, M.S.  
Director, Division of Sponsored Research

[Signature]  
Signature

\_\_\_\_\_  
Typed Name

Victoria Bamhart  
Name (type or print)

\_\_\_\_\_  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By \_\_\_\_\_  
County Attorney

Approved as to Form and  
Legal Sufficiency  
[Signature]  
Henry W. Lavandera  
Attorney USF

APPROVED AS TO TERMS  
AND CONDITIONS

By [Signature]  
Department Director

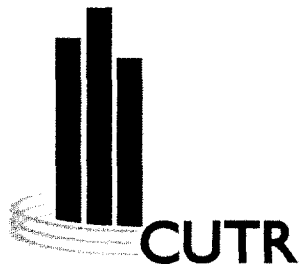
**EXHIBIT A**  
**Proposal Summary:**

**Glades Master Transit Plan**



**Palm Beach County's Public Transportation System**

**Prepared by the Center for Urban Transportation Research**



**June 2012**

## **BACKGROUND**

The Glades Area is comprised of three (3) agricultural communities: Belle Glade, South Bay and Pahokee; and the surrounding unincorporated areas. The Glades communities, a rural area southeast of Lake Okeechobee (population 38,000), encompasses some of the highest unemployment (14%-16%) and poverty levels (29.01%) in Palm Beach County. Decades of community and economic development activities have targeted the Glades, but have not resulted in the types or numbers of jobs necessary to bring stability and growth to the area.

In 2011, the Palm Beach County Board of County Commissioners applied for and was awarded a grant under USHUD's Community Challenge Grants. This program aims to reform and reduce barriers to achieving affordable, economically vital and sustainable communities. The funds are awarded to communities, large and small, to address local challenges to integrating transportation and housing. Such efforts may include amending or updating local master plans, zoning codes, and building codes to support private sector investment in mixed-use development, affordable housing and the re-use of older buildings. Other local efforts may include retrofitting main streets to provide safer routes for children and seniors, or preserving affordable housing and local businesses near new transit stations.

The County is using the funds to develop a master plan for the entirety of the Glades Region (GR). This will include the provision of more transportation choices and equitable/affordable housing, enhancement of economic competitiveness, existing communities support, policy coordination, investment leveraging and valuing communities and neighborhoods. The GR is widely recognized as one of the poorest areas in the State of Florida, experiencing pervasive economic, social and health problems. The GR lacks a major economic engine, resulting in high rates of unemployment, low incomes and high poverty rates. With a new plan for a privately financed major logistics center, the GR will create a master plan to take full advantage of this infusion of private capital investment. The plan will identify all the types and mix of land uses and attendant infrastructure needed to serve planned development/ redevelopment to ensure that its implementation will result in the achievement of the anticipated project benefits mentioned below.

### **Anticipated Project Benefits:**

- Enhance economic competitiveness via the provision of a multimodal transportation system, resulting in reliable, timely access to employment centers, goods and other basic services to residents/employees while expanding business access to markets
- Leverage government investment with private equity/financing and in-kind resources from partner agencies

- Provide amenities, services and employment in an area which has existing, occupied affordable housing stock

Source: *portal.hud.gov*

## **PROJECT OBJECTIVES**

To fulfill the objectives of the Glades Region Master Plan, PalmTran has requested the Center for Urban Transportation Research (CUTR) at the University of South Florida (USF) to conduct a Glades Region Master Transit Plan. This study will entail a system assessment of the Palm Tran existing fixed route(s) 40, 47 and 48 bus schedules in the Glades region. Utilizing Trapeze scheduling software to examine different scenarios, scheduling strategies such as peak/off peak travel times and schedule frequency will be tested to increase fixed route scheduling efficiency of the selected Glades routes and any proposed new route to serve the proposed Inland Logistics Center. The goals of the project in priority order are to provide a solution to serve the Inland Logistics Center with fixed route bus service that improves reliability, service efficiency, service effectiveness, and customer satisfaction.

This project is expected to produce the following outcomes/benefits:

- Additional and improved fixed-route bus service in the Glades Region for working commuters providing frequent and well-located access to employment centers.
- Connectivity between bus routes for ease of transfers and efficient travel patterns for riders through a transfer center with coordinated bus schedules.
- Provide customer convenience with bus stop amenities to include shelters, benches, and ADA accessible boarding/alighting areas.

## **PROJECT DESCRIPTION**

The Palm Tran fixed-route scheduling system is currently operated on the Trapeze software platform with all-day fixed-time interval route schedules. The objective of this project is to assist Palm Tran in improving its scheduling on the selected Glades region routes and develop a new route to serve the Glades Inland Logistics Center. CUTR will carry out a planning activity to analyze and identify the requirements for providing additional public transportation services in the Glades region. In coordination with the area-wide master plan being developed through the 2011 HUD Community Challenge



Grant, CUTR and Palm Tran staff will participate in the design charrette and community/stakeholder outreach meetings to be held in the Glades. Planning efforts would specifically focus on: expanding existing bus service, new routes serving employment centers, incorporating the Inland Logistics Center, connectivity between bus routes, and establishing a transfer facility. Palm Tran will use the assistance of CUTR for the planning activity to evaluate, identify, and prepare the service plan proposal. CUTR will work under the coordination of the Palm Tran Planning Manager and with the interaction of the Senior Transit Planner.

## **PROJECT SCOPE OF WORK**

### **Task 1 – Project Management**

This task entails the usual components of project management: schedule adherence, communications with PalmTran staff regarding progress, progress reporting, and invoicing. This task also includes all travel, meeting preparation and attendance, draft and final document preparation, and ancillary expenses.

### **Task 2 – Existing Fixed Route Assessment**

CUTR shall conduct a fixed route system assessment by reviewing Palm Tran's existing system of route designs, schedules, relief points, and run cuts in the Glades region. CUTR's review and subsequent system analysis shall focus on exploring opportunities to improve peak/off peak travel times, routing, and schedule frequency for the following three major Glades routes:

Route 40 – West Palm Beach to Belle Glade via SR 80 Limited Stop Service

Route 47 – Pahokee to Belle Glade via SR 15

Route 48 – South Bay to Canal Point via SR 715

CUTR shall produce a report that includes a summary system assessment and a determination where improvements can best be made on the three major routes. The focus of CUTR's efforts shall be on improving service reliability and on improving service efficiency and effectiveness. CUTR's report shall include an evaluation of the following specific scheduling strategies, in addition to any other recommendations:

- Peak/Off-Peak Travel Time/Time of Day scheduling strategies that involve more bus frequency and travel time allowed in the peak a.m. and p.m. rush hours and less bus frequency and travel time in the off-peak midday and later evening hours for major corridor and high load routes.
- Alternate travel patterns including short turns on long routes, dependent on time of day and peak load factors.

- Minimal use of time points or transfer points on routes.
- Skip stop scheduling during peak hours on high load routes.
- Interlining of routes, CUTR may consider other routes as candidates for interlining. CUTR shall consider transfer connections for other routes.

**Trip #1:** 2 people for approximately 3 days. Field work examining existing routes, running time checks, new running time for new segments, and staff tour of potential ILC sites, transfer centers, pedestrian, bicycle and ADA improvements.

Timeframe to complete Task 2: 60 days

**Deliverables:** Tech Memo #1: Existing Fixed Route Assessment

### **Task 3 - New Service Proposal to Inland Logistics Center**

CUTR shall develop a route proposal for new service to the Inland Logistics Center (ILC). In the event that there is more than one proposed location that is not yet finalized, CUTR will develop scenarios for each of the proposed locations with associated operational characteristics.

CUTR shall produce a detailed report stating specific routing and scheduling strategies to maximize the efficiency and effectiveness of the new route to serve the Inland Logistics Center for each proposed location.

CUTR's report shall quantify goals and benchmarks for the recommended actions that measure the effectiveness of implementing the approved routing and scheduling strategies in Palm Tran's Trapeze fixed route scheduling software. CUTR's report shall also justify how the recommended actions for the new Inland Logistics Center route will give the schedule more flexibility and improve overall scheduling system efficiency.

**Trip #2:** 2 people for approximately 3 days. Test service scenarios in Trapeze with PalmTran staff, attend partners meeting for presentation.

Timeframe to complete Task 3: 90 days

### **Task 4 – Identification of Potential Transfer Locations**

CUTR shall identify potential transfer facility locations for route connections. In conjunction with Task 2, if there is more than one proposed location for the ILC that is not yet finalized, CUTR will identify appropriate potential transfer locations for each proposed location.

CUTR shall produce a report identifying the optimal Glades Inland Logistics Center transfer facility locations for fixed route connections for each proposed location. CUTR is expected to gather input for the report from Palm Tran and County staff and participate in design charrettes and community/stakeholder outreach meetings to be held in the Glades. CUTR understands that the partners to the grant have established the stakeholders and the partners will be responsible for the overall logistics of charrettes. CUTR will participate accordingly to present on the master transit plan study.

**Trip #3:** 2 people approximately 2 days. Field work to determine transfer facility locations, service modification implications, scheduling implications, and amenities for cost estimates

**Trip #4:** 2 people approximately 2 days. Attendance at design carrettes and community/stakeholder outreach meetings.

Timeframe to complete Task 4: 60 days

**Deliverables:** Tech Memo #2: New Service to Inland Logistics Center and Transfer Locations

Charrette and public outreach materials (powerpoint, maps, surveys, etc.)

#### **Task 5 – Development of Cost Estimates**

CUTR shall develop cost estimates for all route proposals for new service to the Inland Logistics Center.

CUTR shall produce a detailed report outlining the cost estimates for all proposed service additions and improvements. CUTR shall detail the fully allocated cost for the final recommended route and schedule proposed to serve the Inland Logistics Center.

**Trip #5:** 2 people approximately 2 days. Final presentations at PalmTran staff discretion.

Timeframe to complete Task 5: 90 days

**Deliverables:**

Draft Report  
Final Report

**Project Schedule**

Task	Description	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Task 1	Project Management											
Task 2	Existing Fixed Route Assessment											
Task 3	New Service Proposal to Inland Logistics Center											
Task 4	Identification of Potential Transfer Locations											
Task 5	Development of Cost Estimates											

**Project Budget**

**Project Budget**

1	<b>CUTR Labor + Fringe:</b>	\$54,636
2	<b>Travel Expenses:</b>	\$5,200
3	<b>Other(Mail, Telephone, Production, etc.)</b>	\$150
4	<b>Sub-contracting:</b>	\$0
5	<b>Sub-Total:</b>	\$59,986
6	<b>USF 25% Indirect</b>	\$14,997
7	<b>Total (Lump-Sum):</b>	<b>\$74,983</b>

**Total Budget by Task (for invoicing purposes)**

Task No.	Quarter	Task Description	Direct Expense before Indirect	Indirect	Total Task Cost
Task 1 & 2	First	Project management and Existing fixed route assessment	\$24,019	\$6,006	\$30,025
Task 3	Second	New service proposal to Inland Logistics Ctr	\$9,373	\$2,343	\$11,716
Task 4	Third	Identification of potential transfer locations	\$17,914	\$4,478	\$22,392
Task 5	Fourth	Develop cost estimates	\$8,680	\$2,170	\$10,850
		Subtotal	\$59,986	\$14,997	\$74,983
		<b>Total</b>			<b>\$74,983</b>

\*Project Management includes all travel and expenses, document preparation, meeting preparation and meeting attendance

**Project Staff**

**Rob Gregg, Transit Management Program Director**, will serve as overall project director and will assist with activities throughout the project. Mr. Gregg has extensive experience in all aspects of public transportation with a heavy emphasis on intergovernmental partnership coordination, financial analysis, grant administration, market research and transportation planning.

**Bill Morris, Senior Research Associate**, will serve as project manager. Mr. Morris has 22 years of transit planning experience, and has been involved in public transportation planning in the State of Florida, including LYNX (Central Florida Regional Transportation Authority) and HARTline in Tampa. Mr. Morris' areas of expertise include strategic planning, service planning and network design.

**Christopher P. DeAnnuntis, Senior Research Associate**, has over 15 years of transportation planning experience, ten of which are specifically related to transit planning. He has monitored public transit system performance by developing service standards for the public transit agencies in Manatee, Sarasota and Volusia counties and the cities of Key West and Aventura.

# Community Challenge Grant Application Area

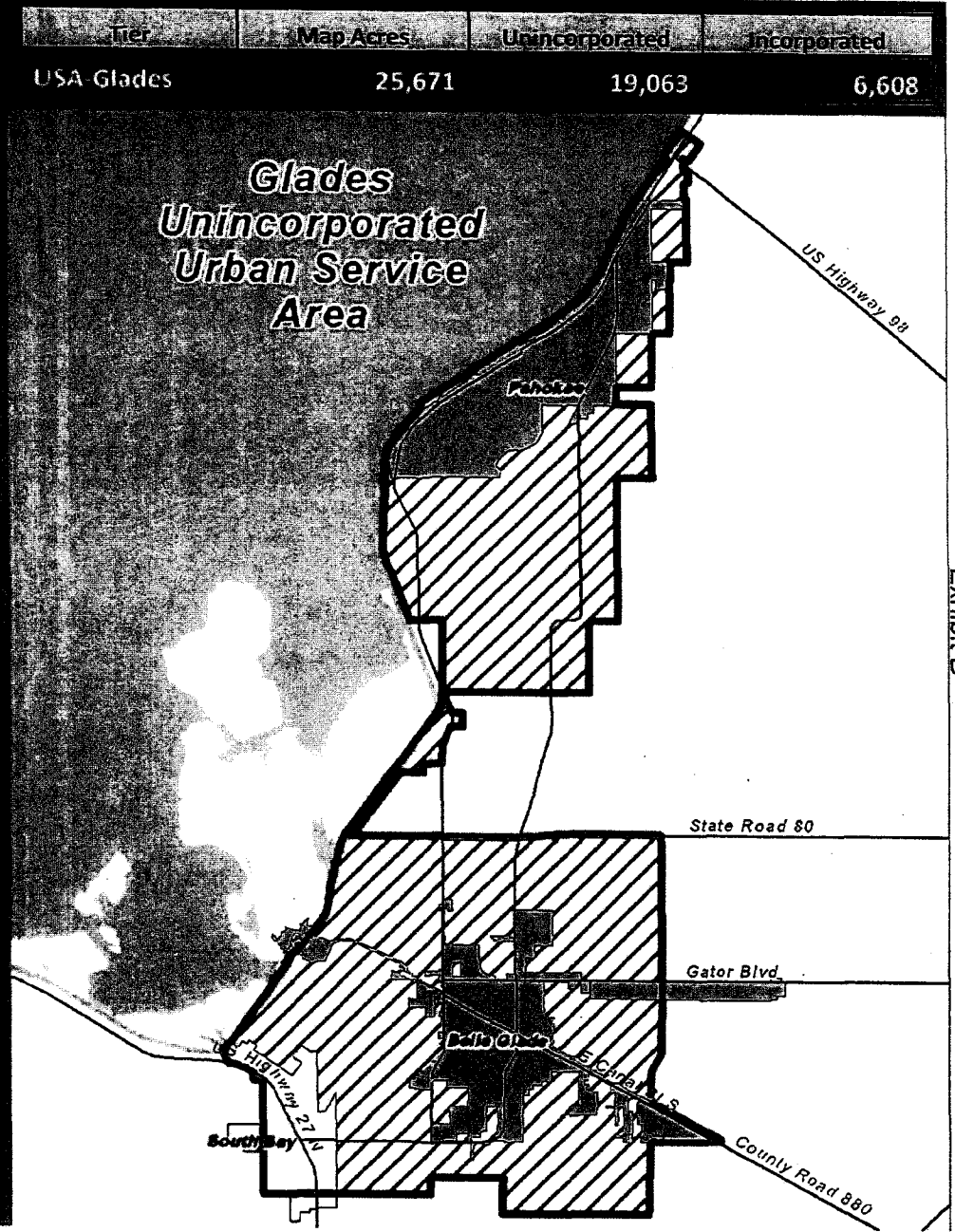


Exhibit D