

QUESTIONS RECEIVED FOR THE RFQ FOR "SS4A; SAFE STREETS FOR ALL GRANT"

1. Q- Could the Town provide a sample contract and a copy of the grant application
A- An example of a contract was provided and a copy of the SS4A grant application was provided
2. Q- I am exploring a teaming arrangement with a prime consultant that has five (5) years of experience. In this scenario, would the City consider the years of experience of a subconsultant—if the subconsultant has more than seven (7) years of relevant experience—when evaluating compliance with this requirement?
A- Whomever is submitting the RFQ must fulfill the prerequisites.
3. Q- In regard to the Safety Action Plan RFQ, would the Town please remove any reference to liquidated damages in the RFQ?
A- The agreement will not be modified



Comprehensive Safety Action Plan



FY24 Safe
Streets and
Roads for All
Funding



COMPREHENSIVE SAFETY ACTION PLAN

KEY INFORMATION TABLE

Lead Applicant	Town of Juno Beach
If Multijurisdictional, additional eligible entities jointly applying	N/A
Total jurisdiction population per ACS 2020 Census Tracts	6,000
Count of motor-vehicle-involved roadway fatalities from 2017 to 2021	0
Fatality rate per 100,000 persons per DOT ETC	0
Action Plan Type	New Action Plan
Population in Underserved Communities per DOT ETC	61.67%
States(s) in which projects and strategies are located	Florida
Costs by State (if project spans more than one State)	\$100,000

PROJECT NARRATIVE

The Town of Juno Beach, Florida, is 1.9 square miles, located on the Atlantic coast, has a population listed as 3,858 in the 2020 U.S. Census, and is part of the Miami metropolitan area. According to Smart Growth America, the State of Florida is ranked number two in pedestrian roadway deaths per year, and the Miami metropolitan area is in the top 20. The Town of Juno Beach believes that all persons have the right to move safely in their communities and that system designers and policymakers share the responsibility to ensure safe systems for travel. In August of 2022, the Town Council approved a resolution designating the Town as a Vision Zero City and developing a Vision Zero Action Plan. The Town resolved to set a goal of the elimination of traffic fatalities and reduction of serious injuries to traffic accidents, adopt Vision Zero as the policy for road and traffic safety, use Vision Zero principles for long-term traffic planning, and develop a new Action Plan to achieve those goals.

In the Town of Juno Beach, there have been several crashes, including five incapacitating injury crashes, 62 injury crashes, and 305 non-injury crashes recorded between 2018 and 2022. Given the complex rights-of-way ownership in the Town, it is crucial to explore safety strategies tailored to the community in collaboration with partner agencies such as Palm Beach County, TPA, and the Florida Department of Transportation.

The USDOT Equitable Transportation Community (ETC) Explorer Tool reports that 61.67% of the Town is considered disadvantaged in the components of climate and disaster risk burden. For the climate and disaster risk burden, the ETC tool finds the indicators of anticipated changes in extreme weather at 75% and annualized disaster losses at 93%. This is due to the Town being located on the Atlantic Ocean and the effects of climate change that are affecting daily life.

Climate change can affect roadway safety in several ways, including extreme weather events, changing road conditions, air quality and health, heat-related stress, economic impacts, and changing travel patterns. Severe weather events, which are increasing due to climate change, can impair road conditions, reduce visibility, and increase the likelihood of accidents. Changing road conditions occur when rising temperatures and altered precipitation patterns impact road infrastructure. The economic impacts of climate change can come from deferred maintenance of



COMPREHENSIVE SAFETY ACTION PLAN

roads due to rising infrastructure budgets, insurance costs, and emergency response resources. Severe weather events can also result in changes in travel patterns due to individuals seeking to avoid the weather event altogether or choosing alternative modes of transportation. Any change in travel behavior, such as an increase in public transit or telecommuting, can alter traffic patterns, which can lead to the likelihood of accidents.

Due to the increasing threat to road users, the Town is committed to advancing its Vision Zero initiative and is seeking funding to develop a Comprehensive Safety Action Plan. This Plan aims to reduce roadway fatalities and serious injuries by enhancing safety through various tasks, including public engagement, analyzing existing conditions and historical crash data (such as crash locations, severity, contributing factors, and types), using historical severe weather event statistics to analyze effects of climate change on road safety, and identifying high-risk areas. It will also assess current policies and guidelines to improve safety prioritization processes, leading to the adoption of revised or new policies. The Comprehensive Safety Action Plan will provide valuable information to guide future projects undertaken by the Town, focusing on safety enhancements. These projects may include installing road markings, signage improvements, rumble strips, high-visibility crosswalks, buffer bike lanes, traffic circles, roundabouts, curb extensions, pedestrian-activated crossing signals (Rapid Flashing Beacons), and new traffic signals. Additionally, an equity analysis, in collaboration with relevant partners, will be conducted to assess the initial equity impacts of proposed projects and strategies, considering population characteristics.

The Town will involve the public through different channels, such as social media, website updates, and community events. Social media platforms will be used to keep residents informed about the Action Plan and its goals. In-person events will be held in equity districts identified by the DOT Equitable Transportation Community (ETC). Collecting feedback is crucial for the Town to grasp residents' opinions and experiences.

BUDGET

Town of Juno Beach Safety Action Plan			
Tasks	Estimated Cost	Federal Request	Local Match
Task Force Development	\$2,500	\$2,000	\$500
Data Collection	\$19,300	\$15,500	\$3,800
Public Engagement	\$14,400	\$11,500	\$2,900
Draft Action Plan	\$48,100	\$38,500	\$9,600
Final Action Plan	\$15,700	\$12,500	\$3,200
TOTAL	\$100,000	\$80,000	\$20,000

Once funding is secured, the Town will adhere to both its own procurement guidelines and federal requirements to conduct a fair and open solicitation process. A qualified transportation planning consultant will be engaged to develop the Plan. All SS4A funds and the local share will be allocated for contractual services.

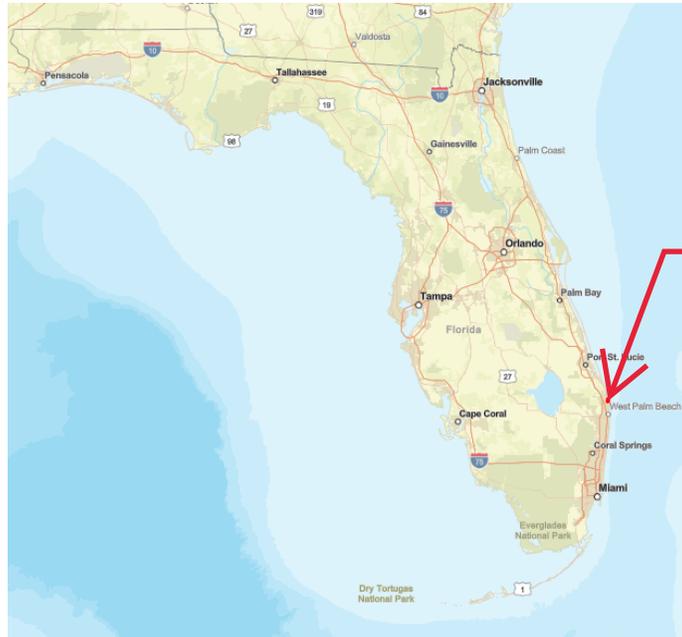
- **Key Information Questions:** Below is a preview list of the questions that are asked on USDOT’s automated proposal website at https://usg.valideval.com/teams/usdot_ss4a_2024_planning_demo/signup. After registering in the system, the applicant will be prompted to answer these questions on the website.

Table 2: Example Planning and Demonstration Application Key Information Table

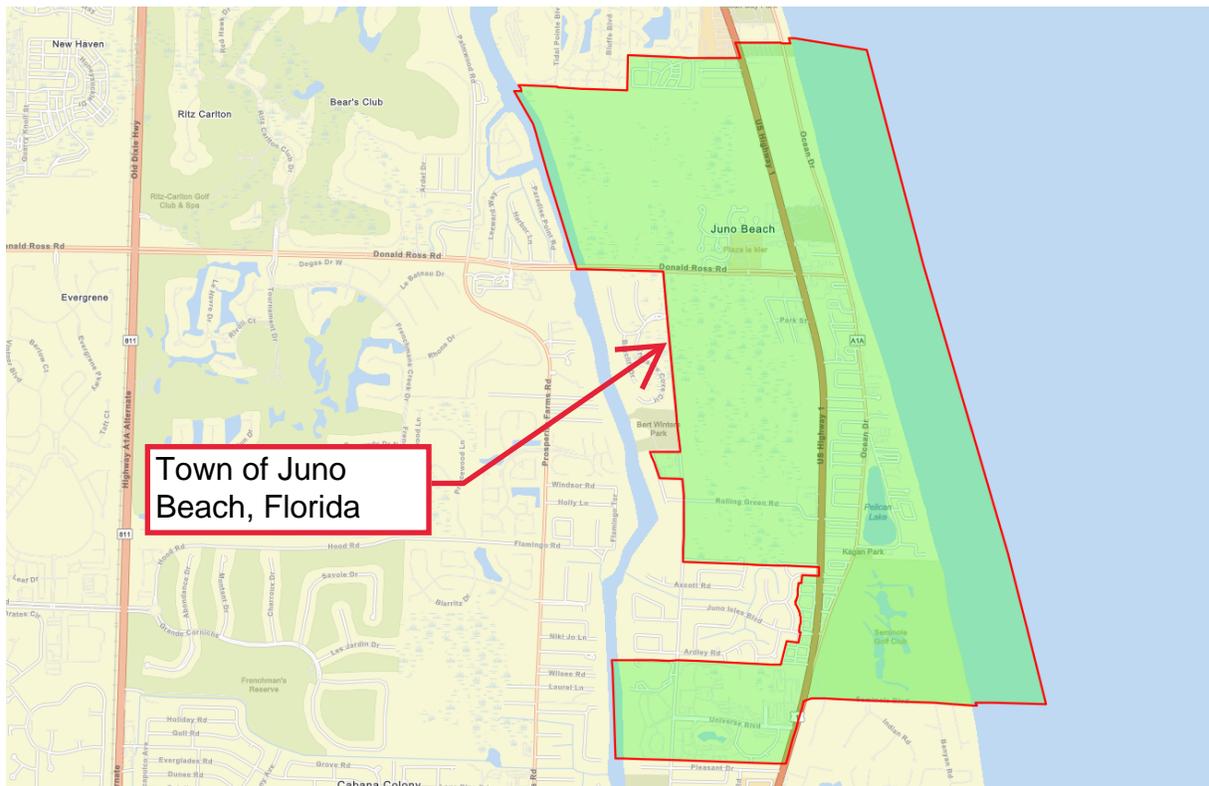
Title	Instructions
Lead Applicant Name	
Lead Applicant Unique Entity Identifier (UEI)	
Eligible Entity Type	
Total Applicant Jurisdiction Population	
Total Count Motor Vehicle-Involved Roadway Fatalities that includes the last 5 years of data made available in the Fatality Analysis Reporting System (FARS) during the NOFO period	
Total Average Annual Fatality Rate (per 100,000 population)	
Total Percent of Population in Underserved Communities Census Tract(s)	
Project Title	
Application Type (select all that apply)	
Description of Supplemental Planning and Demonstration Activities (if relevant)	
Total Federal Funding Request	
Total Non-Federal Share	
Total SS4A Funds Requested	
Total Other Federal Funds Used	
Total Project Cost	
Coordination	



COMPREHENSIVE SAFETY ACTION PLAN



Town of Juno
Beach, Florida

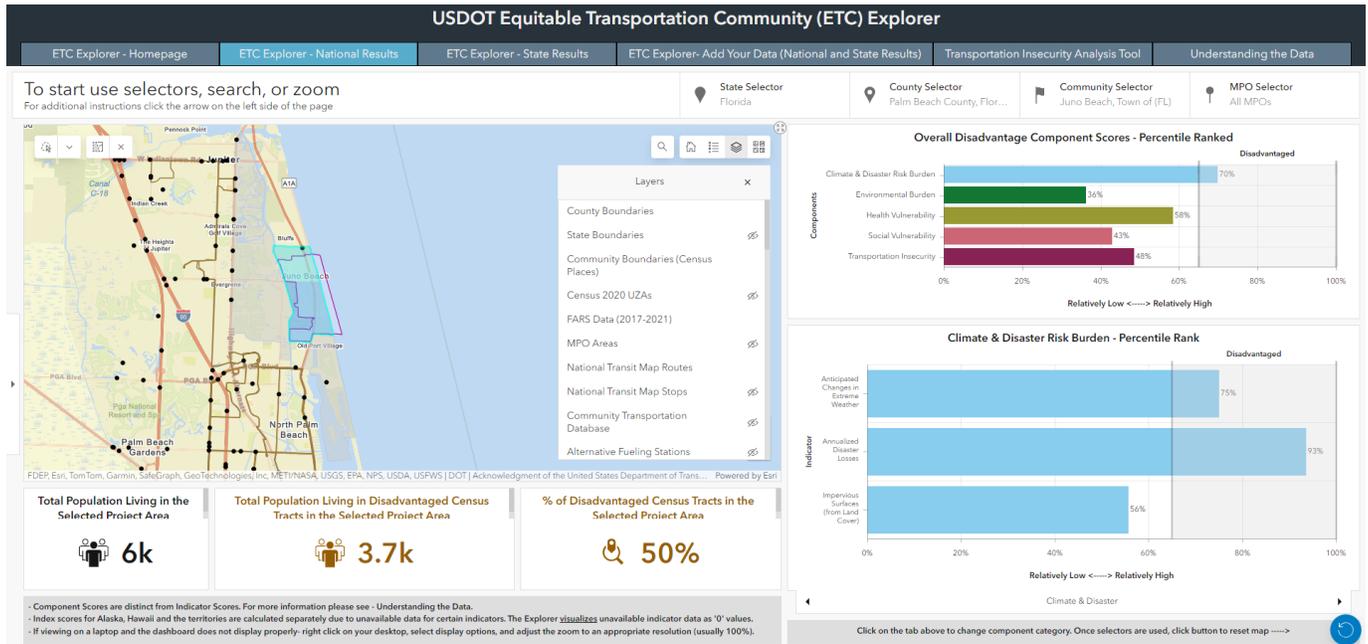


Town of Juno
Beach, Florida



COMPREHENSIVE SAFETY ACTION PLAN

USDOT Equitable Transportation Community Explorer Juno Beach, Florida



SS4A Planning and Demonstration Grant Application - Supplemental Estimated Budget

This budget template should be submitted with a Planning and Demonstration Grant application. This template is structured based on Table 3 of the FY24 NOFO and illustrates the appropriate level of detail for project-level budget estimation. Please note that this form is set up to calculate project costs from any sub-activities and to calculate subtotals and totals. If you add or remove rows to meet your project needs, check that your math is correct before submitting.

Supplemental Estimated Budget					
Itemized Estimated Costs of New or Update Action Plan Activities (if applicable)					
	SS4A Federal Request	SS4A Non-Federal Match	Other Federal Funds (if applicable)	Other Non-Federal Match (if applicable)	Total Project Cost
New or Updated Action Plan	\$ 80,000.00	\$ 20,000.00	\$ -	\$ -	\$ 100,000.00
<i>Task Force Development</i>	\$ 2,000.00	\$ 500.00	\$ -	\$ -	\$ 2,500.00
<i>Data Collection</i>	\$ 15,500.00	\$ 3,800.00	\$ -	\$ -	\$ 19,300.00
<i>Public Engagement</i>	\$ 11,500.00	\$ 2,900.00	\$ -	\$ -	\$ 14,400.00
<i>Draft Action Plan</i>	\$ 38,500.00	\$ 9,600.00	\$ -	\$ -	\$ 48,100.00
<i>Final Action Plan</i>	\$ 12,500.00	\$ 3,200.00	\$ -	\$ -	\$ 15,700.00
Subtotal Budget for New or Updated Action Plan	\$ 80,000.00	\$ 20,000.00	\$ -	\$ -	\$ 100,000.00
Itemized Estimated Costs of Supplemental Planning Activities					
	SS4A Federal Request	SS4A Non-Federal Match	Other Federal Funds (if applicable)	Other Non-Federal Match (if applicable)	Total Project Cost
Supplemental Planning Activity #1	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Component</i>	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Component</i>	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Component</i>	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Component</i>	\$ -	\$ -	\$ -	\$ -	\$ -
Supplemental Planning Activity #2	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Component</i>	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Component</i>	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Budget for Supplemental Planning Activities	\$ -	\$ -	\$ -	\$ -	\$ -

Itemized Estimated Costs of Demonstration and Pilot Activities

	SS4A Federal Request	SS4A Non-Federal Match	Other Federal Funds (if applicable)	Other Non-Federal Match (if applicable)	Total Project Cost
Demonstration/Pilot Activity #1	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Component</i>	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Component</i>	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Component</i>	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Component</i>	\$ -	\$ -	\$ -	\$ -	\$ -
Demonstration/Pilot Activity #2	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Component</i>	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Component</i>	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Budget for Demonstration and Pilot Activities	\$ -	\$ -	\$ -	\$ -	\$ -
Total Budget for Planning and Demonstration Activities	\$ 80,000.00	\$ 20,000.00	\$ -	\$ -	\$ 100,000.00



COMPREHENSIVE SAFETY ACTION PLAN

The Town of Juno Beach is applying to develop a new Comprehensive Safety Action Plan and is not required to submit a Self-Certification Eligibility Worksheet per the NOFO:

- **Self-Certification Eligibility Worksheet:** If only applying for supplemental planning and/or demonstration activities that will inform the update of an existing plan, applications must either demonstrate their existing plan is eligible by attaching the filled out [Self-Certification Eligibility Worksheet](#), or be in the process of developing a comprehensive safety action plan. If applying to develop a new Action Plan, applicants do not need to include the worksheet even if supplemental planning and/or demonstration activities are included.

Application for Federal Assistance SF-424

* 1. Type of Submission:

- Preapplication
- Application
- Changed/Corrected Application

* 2. Type of Application:

- New
- Continuation
- Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

05/16/2024

4. Applicant Identifier:

5a. Federal Entity Identifier:

CGHVW2YMR415

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

Town of Juno Beach

* b. Employer/Taxpayer Identification Number (EIN/TIN):

596045852

* c. UEI:

CGHVW2YMR415

d. Address:

* Street1:

340 Ocean Drive

Street2:

* City:

Juno Beach

County/Parish:

* State:

FL: Florida

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

33408-2021

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Andrea

Middle Name:

* Last Name:

Dobbins

Suffix:

Title:

Project Coordinator/Risk Manager

Organizational Affiliation:

Town of Juno Beach

* Telephone Number:

(561) 656-0326

Fax Number:

* Email:

adobbins@juno-beach.fl.us

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Department of Transportation

11. Catalog of Federal Domestic Assistance Number:

20.939

CFDA Title:

Safe Streets and Roads for All

*** 12. Funding Opportunity Number:**

DOT-SS4A-FY24-01

* Title:

Safe Streets and Roads for All Funding Opportunity

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Town of Juno Beach Action Plan

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:
* a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:
* a. Start Date: * b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="80,000.00"/>
* b. Applicant	<input type="text" value="20,000.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="100,000.00"/>

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?
 a. This application was made available to the State under the Executive Order 12372 Process for review on .
 b. Program is subject to E.O. 12372 but has not been selected by the State for review.
 c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)
 Yes No
If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)
 ** I AGREE
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:
Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:
* Title:
* Telephone Number: Fax Number:
* Email:

* Signature of Authorized Representative: _____ * Date Signed:

ATTEST:  Town Clerk

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2025

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Safe Streets and Roads for All Funding Opportunity	20.939	\$ <input type="text"/>	\$ <input type="text"/>	\$ 80,000.00	\$ 20,000.00	\$ 100,000.00
2. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
4. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
5. Totals		\$ <input type="text"/>	\$ <input type="text"/>	\$ 80,000.00	\$ 20,000.00	\$ 100,000.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	Safe Streets and Roads for All Funding Opportunity				
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual	100,000.00				100,000.00
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	100,000.00				\$ 100,000.00
j. Indirect Charges					\$
k. TOTALS (sum of 6i and 6j)	\$ align="right">100,000.00	\$	\$	\$	\$ align="right">100,000.00
7. Program Income	\$ align="right">0.00	\$	\$	\$	\$ align="right">0.00

Authorized for Local Reproduction

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program		(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8.	Safe Streets and Roads for All Funding Opportunity	\$ 20,000.00	\$	\$	\$ 20,000.00
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)		\$ 20,000.00	\$	\$	\$ 25,000.00

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$	\$	\$	\$	\$
14. Non-Federal	\$				
15. TOTAL (sum of lines 13 and 14)	\$	\$	\$	\$	\$

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program		FUTURE FUNDING PERIODS (YEARS)			
		(b)First	(c) Second	(d) Third	(e) Fourth
16.	Safe Streets and Roads for All Funding Opportunity	\$	\$	\$	\$
17.					
18.					
19.					
20. TOTAL (sum of lines 16 - 19)		\$	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges: \$0	22. Indirect Charges: \$0
23. Remarks:	

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE <input type="text" value="David Dyess, Town Manager"/>
APPLICANT ORGANIZATION <input type="text" value="Town of Juno Beach"/>	DATE SUBMITTED <input type="text" value="5-10-24"/>

ATTEST: 
Town Clerk

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
--	--	--

4. Name and Address of Reporting Entity:

Prime SubAwardee

* Name:

* Street 1: Street 2:

* City: State: Zip:

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: <input type="text" value="Department of Transportation"/>	7. * Federal Program Name/Description: <input type="text" value="Safe Streets and Roads for All"/> CFDA Number, if applicable: <input type="text" value="20.939"/>
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8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>
--	--

10. a. Name and Address of Lobbying Registrant:

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1 Street 2

* City State Zip

b. Individual Performing Services (including address if different from No. 10a)

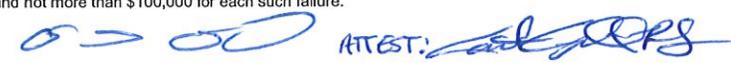
Prefix * First Name Middle Name

* Last Name Suffix

* Street 1 Street 2

* City State Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* Signature:  ATTEST: 

* Name: Prefix * First Name Middle Name

* Last Name Suffix

Title: Telephone No.: Date:



05/10/2024

SS4A Program
US Department of Transportation
1200 New Jersey Avenue SE; W84-322
Washington, DC 20590

RE: Letter of Support for the Town of Juno Beach SS4A Planning Grant Application

To Whom it May Concern,

The Palm Beach Metropolitan Planning Organization d/b/a the Palm Beach Transportation Planning Agency (TPA) supports the Town of Juno Beach's Safe Streets and Roads for All (SS4A) Planning Grant Application. The TPA's vision is a safe, efficient, and connected multimodal transportation system. The TPA Governing Board adopted targets of zero traffic-related fatalities and serious injuries first in February 2018 and has annually renewed this commitment in subsequent years. To support its commitment to Vision Zero, the TPA also adopted a Vision Zero Action Plan in 2019 that was updated in 2021. The TPA's Vision Zero Action plan includes encouraging Palm Beach County and its 39 municipalities to adopt Vision Zero policies and local action plans to advance community safety.

The TPA commends the Town of Juno Beach for their leadership in pursuing a SS4A grant to develop a Vision Zero Action Plan that targets safety concerns in their community. Several crashes have occurred in the Town of Juno Beach, including 5 incapacitating injury crashes, 62 injury crashes, and 305 non-injury crashes between 2018 and 2022. The Town has complex rights-of-way ownership and safety strategies tailored to their community must be explored with partner agencies, including Palm Beach County, TPA, and the Florida Department of Transportation.

The TPA looks forward to collaborating with the city on the development and implementation of their Vision Zero Action Plan. On behalf of the TPA, I am pleased to support this grant application and appreciate your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Valerie Neilson".

Valerie Neilson, AICP
Executive Director
Palm Beach TPA

RESOLUTION 2022-08

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA DESIGNATING THE TOWN AS A "VISION ZERO CITY", ESTABLISHING A VISION ZERO COORDINATING COMMITTEE, DIRECTING STAFF TO CREATE A VISION ZERO ACTION PLAN, AND ESTABLISHING A GOAL OF REDUCING SEVERE TRAFFIC INJURIES AND ELIMINATING FATALITIES; DIRECTING AND AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY ACTIONS TO EFFECTUATE SAME; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida is the most dangerous state for people walking, consistently ranking number one on the Pedestrian Danger Index by Smart Growth America, with the Miami-Fort Lauderdale-West Palm Beach urbanized area consistently ranking as one of the worst metropolitan areas in the country; and

WHEREAS, 176 people in Palm Beach County and 3,189 people statewide die annually on roadways;

WHEREAS, Vision Zero starts with the ethical belief that all persons have the right to move safely in their communities, and that system designers and policy makers share the responsibility to ensure safe systems for travel; and

WHEREAS, death and serious injuries are not acceptable for citizens, commuters, guests, or others who live, work, or play in the Town of Juno Beach; and

WHEREAS, key elements of the Vision Zero system include: reframing traffic fatalities as preventable; focusing on system failure; reducing the impact of collisions; adopting a safe system approach for vehicles, bicycles and pedestrians; data-driven decision making; and viewing road safety as a social equity issue; and

WHEREAS, a roadway system with frequent crashes causes travel delay and drains the fiscal resources of the Town, creating a threat to the success of the residential population and employment base, quality of life, and the reputation of the Town to be a desirable destination for future generations; and

WHEREAS, the Town Council determines that the adoption of this Resolution in the interests of the public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, as follows:

Section 1. The foregoing recitals are ratified and incorporated herein.

Section 2. The Town Council hereby establishes the elimination of traffic fatalities and the reduction of serious injuries due to traffic accidents as a goal of the Town.

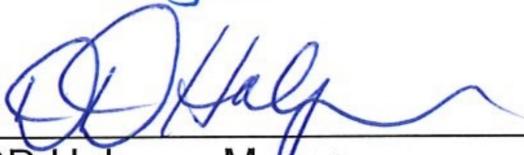
Section 3. The Town Council hereby adopts Vision Zero as the policy for road and traffic safety in the Town of Juno Beach and directs that near and long-term traffic planning to be based on Vision Zero principles.

Section 4. The Town Council directs the Town Manager to develop a Vision Zero Action Plan for achieving the goals of eliminating traffic fatalities and reducing serious injuries due to traffic crashes through that the adoption of a safe system approach for vehicles, bicycles and pedestrians, equitable engineering, enforcement, education, data-driven decision making, and social equity considerations in road safety planning and implementation.

Section 5. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall take effect immediately upon its adoption.

RESOLVED AND ADOPTED this 24th day of August, 2022.



DD Halpern, Mayor

ATTEST:



Caitlin E. Copeland-Rodriguez, MMC
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Leonard G. Rubin, Town Attorney

CONTRACT

THIS CONTRACT is made as of the 6th day of September, 2024 by and between the TOWN OF JUNO BEACH, a Florida municipal corporation, hereinafter referred to as TOWN, and APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC, a foreign limited liability company authorized to do business in the State of Florida, hereinafter referred to as CONSULTANT.

WHEREAS, the TOWN issued a Request for Qualification (“RFQ”) pursuant to Section 287.055, Florida Statutes (“CCNA”), seeking a qualified firm to complete a Comprehensive Vulnerability Assessment Plan in accordance with Section 380.093, Florida Statutes (“Services”); and

WHEREAS, based on the qualification statements submitted in response to the RFQ, the TOWN selected CONSULTANT as the most qualified firm to provide the Services; and

WHEREAS, the TOWN and CONSULTANT subsequently engaged in contract negotiations, and CONSULTANT has agreed to provide the Services to the TOWN in accordance with the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the mutual representations and obligations herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT.

CONSULTANT shall perform the Services as outlined in the Town’s Request for Qualifications for a Vulnerability Assessment Study and Plan (“RFQ”). The RFQ and CONSULTANT’s Qualification Statement submitted in response to the RFQ are hereby incorporated herein by reference. CONSULTANT shall perform each of the tasks and provide each of the deliverables identified in the RFQ and as set forth in Exhibit “A” attached hereto and incorporated herein.

ARTICLE 2. TERM OF CONTRACT.

The term of this Contract shall commence upon the TOWN’s issuance of a Notice to Proceed and shall remain in effect until CONSULTANT completes the Services to the satisfaction of the TOWN, unless otherwise terminated in accordance with Article 7. CONSULTANT shall complete the Services within six (6) months of the Notice to Proceed.

ARTICLE 3: TOWN’S REPRESENTATIVE.

Unless otherwise specified by the TOWN, the TOWN’s representative shall be Andrea Dobbins, Project Coordinator/Risk Manager. The Town Manager or Town Representative shall have the right at all reasonable times during the term of this Contract to inspect or otherwise evaluate the work being performed thereunder and the premises in which it is being performed.

ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT.

A. The TOWN agrees to compensate CONSULTANT for completion of the Services in the amount of **Two Hundred and Twenty-Four Thousand Nine Hundred and Ninety-Nine Dollars and No Cents (\$224,999.00)**.

B. CONSULTANT shall invoice the TOWN on a monthly basis or as each task is completed as set forth in Exhibit "A." Invoices received from CONSULTANT pursuant to this Contract will be reviewed and approved by the TOWN's representative, indicating that the Services have been provided and rendered in conformity with the Contract and then will be sent to the Finance Department for payment. CONSULTANT will invoice the TOWN in advance for each payment period. Invoices will normally be paid within thirty (30) days following the TOWN representative's approval.

C. Services undertaken or expenses incurred that exceeds an amount set forth in Exhibit "A" without prior written authorization from the TOWN shall be the liability of CONSULTANT.

D. CONSULTANT waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract.

E. In order for both parties herein to close their books and records, CONSULTANT will clearly state "final invoice" on CONSULTANT's final/last billing to the TOWN. This certifies that all Services have been properly performed and all charges have been invoiced to the TOWN. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONSULTANT. The TOWN will not be liable for any invoice from CONSULTANT submitted thirty (30) days after the provision of the Services.

ARTICLE 5. INDEMNIFICATION.

A. CONSULTANT, its officers, employees, and agents shall indemnify and hold harmless the TOWN, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, recklessness or intentionally wrongful conduct of CONSULTANT and other persons employed or utilized by CONSULTANT in the performance of the services under this Contract. The Town agrees to be responsible for its own negligence.

B. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the TOWN or CONSULTANT, nor shall this Contract be construed as a waiver of sovereign immunity for the TOWN beyond the waiver provided in Section 768.28, Florida Statutes.

ARTICLE 6. PERSONNEL.

A. 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 TOWN.

B. All of the Services required hereunder shall be performed by 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.

C. All of CONSULTANT's personnel (including subconsultants) while on TOWN premises, shall comply with all TOWN requirements governing conduct, safety, and security.

ARTICLE 7. TERMINATION.

This Contract may be terminated by the CONSULTANT upon thirty (30) days' prior written notice to the TOWN's representative in the event of substantial failure by the TOWN 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 TOWN without cause upon thirty (30) days' written notice to the CONSULTANT. The TOWN may also terminate this Contract with written notice of cause to the CONSULTANT, who fails to cure such cause within ten (10) days of the receipt of the TOWN's notice. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the TOWN's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the TOWN, the CONSULTANT shall:

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

ARTICLE 8. FEDERAL AND STATE TAX.

The TOWN is exempt from payment of Florida State Sales and Use Tax. Unless purchased directly by the TOWN, CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the TOWN, nor is the CONSULTANT authorized to use the TOWN's Tax Exemption Number in securing such materials.

ARTICLE 9. INSURANCE.

A. Prior to execution of this Contract by the TOWN, CONSULTANT shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the TOWN'S representative. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.

B. CONSULTANT shall maintain, during the life of this Contract, Commercial General Liability insurance, including Professional Liability Errors and Omissions Insurance/Third Party Crime Coverage in the minimum amount of \$1,000,000.00 per occurrence.

C. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,00.00 combined single limit for bodily injury and property damages liability to protect the CONSULTANT from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which

may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

D. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the TOWN.

E. All insurance, other than Worker's Compensation, to be maintained by the CONSULTANT shall specifically include the TOWN OF JUNO BEACH as an "Additional Insured."

ARTICLE 10. SUCCESSORS AND ASSIGNS.

The TOWN and CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract 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 TOWN nor CONSULTANT shall assign, sublet, convey, or transfer its interest in this Contract without the 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 TOWN which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the TOWN and CONSULTANT.

ARTICLE 11. GOVERNING LAW, VENUE AND REMEDIES.

A. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Contract will be held in Palm Beach County.

B. 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.

C. The TOWN and CONSULTANT **knowingly, voluntarily, and intentionally waive any right they may have to a trial by jury** with respect to any litigation arising out of or in connection with this Contract.

ARTICLE 12. INDEPENDENT CONTRACTOR.

CONSULTANT is, and shall be, in the performance of services pursuant to this Contract, an independent contractor and not an employee, agent or servant of the TOWN. All persons engaged in any services performed pursuant to this Contract shall at all times, and in all places, be subject to CONSULTANT's sole discretion, supervision and control, and CONSULTANT shall exercise sole control over the means and manner in which its employees perform such services.

ARTICLE 13. ACCESS AND AUDITS.

CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after completion of this Contract. The TOWN shall have access to such books, records, and documents as required in this ARTICLE for the purpose of inspection or audit during normal business hours, at CONSULTANT's place of business. In no circumstances will CONSULTANT be required to disclose any confidential or proprietary information regarding its products and service costs.

ARTICLE 14. NONDISCRIMINATION.

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, or sexual orientation.

ARTICLE 15. ENFORCEMENT COSTS.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 16. 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, to 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 17. MODIFICATIONS OF WORK.

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

B. If the TOWN so instructs in writing, CONSULTANT shall suspend work on that portion of the work affected by the contemplated change, pending the TOWN's decision to proceed with the change.

C. If the TOWN elects to make the change, the TOWN shall initiate an amendment to the Contract, and CONSULTANT shall not commence work on any such change until such amendment is executed.

ARTICLE 18. COMPLIANCE WITH LAWS.

CONSULTANT shall, in performing the services contemplated by this Contract, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Contract.

ARTICLE 19. NOTICE.

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the TOWN shall be mailed to:

Town of Juno Beach
Attn: Town Manager
340 Ocean Drive
Juno Beach, FL 33408

and if sent to the CONSULTANT shall be mailed to:

Aptim Environmental & Infrastructure, LLC
Attn: Samantha Danchuk
6041 Congress Avenue, Suite 140
Boca Raton, FL 33499

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

ARTICLE 20. ENTIRETY OF CONTRACTUAL AGREEMENT.

The TOWN and CONSULTANT agree that this Contract, including all documents referenced herein, 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 the event of a conflict between this Contract and the TOWN's Request for Qualifications and CONSULTANT's Qualification Statement, this Contract shall take precedence with the TOWN's Request for Qualifications taking precedence over CONSULTANT's Qualification Statement. All such documents shall be read in a manner so as to avoid a conflict.

ARTICLE 21. PREPARATION.

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 22. SURVIVABILITY.

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

ARTICLE 23. WAIVER OF SUBROGATION.

CONSULTANT hereby waives any and all rights to Subrogation against the TOWN, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

ARTICLE 24. INSPECTOR GENERAL

CONSULTANT is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONSULTANT and its subconsultants. CONSULTANT understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONSULTANT or its subconsultants to fully cooperate with the Inspector General when requested may be deemed by the TOWN to be a material breach of the Contract Documents justifying termination.

ARTICLE 25. PUBLIC RECORDS.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS, DEPUTY TOWN CLERK CAITLIN COPELAND AT (561) 656-0304 OR CCOPELAND@JUNO-BEACH.FL.US, 340 OCEAN DRIVE, JUNO BEACH, FL 33408

In performing services pursuant to this Contract, CONSULTANT shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONSULTANT shall:

1. Keep and maintain public records required by the TOWN to perform the service.
2. Upon request from the TOWN's custodian of public records, provide the TOWN with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONSULTANT does not transfer the records to the TOWN.

4. Upon completion of the Contract, transfer, at no cost, to the TOWN all public records in possession of CONSULTANT or keep and maintain public records required by the TOWN to perform the services. If CONSULTANT transfers all public records to the TOWN upon completion of the Contract, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

ARTICLE 26. PROHIBITION AGAINST CONTINGENT FEES.

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Contract and that CONSULTANT has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, aware or making of the Contract. For the breach or violation of this provision, the TOWN shall have the right to terminate this Contract and its sole discretion, without liability, and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, fit or consideration.

ARTICLE 27. E-VERIFY

CONSULTANT warrants and represents that CONSULTANT and all subconsultants are in compliance with Section 448.095, Florida Statutes, as may be amended. CONSULTANT has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subconsultant stating that the subconsultant does not employ, contract with or subcontract with unauthorized aliens. If the TOWN has a good faith belief that CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes, the TOWN shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the TOWN has a good faith belief that a subconsultant has knowingly violated Section 448.09(1), Florida Statutes, but CONSULTANT has otherwise complied, it shall notify CONSULTANT, and CONSULTANT shall immediately terminate its contract with the subconsultant.

IN WITNESS WHEREOF, the TOWN and CONSULTANT hereto have made and executed this Contract as of the day and year first above written.

CONSULTANT:

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC

BY: Danchuk, Samantha
Digitally signed by Danchuk, Samantha
Date: 2024.09.06 08:52:33 -0400'

Print Name: Samantha Danchuk

Title: Climate and Coastal Resilience Lead

TOWN OF JUNO BEACH

BY: 

DAVID DYESS
TOWN MANAGER

ATTEST:

BY: 

CAITLIN COPELAND-RODRIGUEZ
TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: 

TOWN ATTORNEY

Exhibit "A"

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Identify Vulnerability Assessment Data Standards	No Cost Deliverable	\$0	\$0	\$0	7/1/2023	Prior to Initiating Task 2
2	Kick Off Meeting	Contractual Services	\$2,086	\$0	2,086	7/1/2023	10/1/2024
3	Public Outreach Meeting #1	Contractual Services	\$2,086	\$0	\$2,086	7/1/2023	11/1/2024
4	Acquire Background Data	Contractual Services	\$30,158	\$0	\$30,158	7/1/2023	4/1/2025
5	Exposure Analysis	Contractual Services	\$34,142	\$0	\$34,142	7/1/2023	6/1/2025
6	Sensitivity Analysis	Contractual Services	\$34,151	\$0	\$34,151	7/1/2023	8/1/2025
7	Public Outreach Meeting #2	Contractual Services	\$2,000	\$0	\$2,000	7/1/2023	10/1/2025
8	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$118,376	\$0	\$118,376	7/1/2023	12/1/2025
9	Public Presentation	Contractual Services	\$2,000	\$0	\$2,000	7/1/2023	2/1/2026
Total:			\$224,999	\$0	\$224,999		

ADD
1/30/26

AFFIDAVIT

1. I am over 18 years of age and otherwise competent to affirm the matters set forth in this Affidavit, which are based on my personal knowledge.
2. I am an officer or authorized representative of **Aptim Environmental & Infrastructure, LLC**.
3. **Aptim Environmental & Infrastructure, LLC** does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

Under the penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

By: Danchuk,
Samantha  Digitally signed by Danchuk,
Samantha
Date: 2024.09.06 08:54:20
-04'00'

Print Name: Samantha Danchuk
Title: Climate and Coastal Resilience Lead