



TRANSPORTATION PLANNING ORGANIZATION

Marion County Commission
Auditorium 601 SE 25th
Avenue, Ocala, FL 34471

**April 23, 2019
4:00 PM**

AGENDA

1. **CALL TO ORDER AND ROLL CALL**
2. **PROOF OF PUBLICATION**
3. **ACTION ITEMS**

A. SunTran Interlocal Agreement

Staff will present and is requesting direction/action from the Board regarding the interlocal agreement between the City of Ocala and Marion County as it relates to the operation, maintenance, and policy board for SunTran.

B. Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation (ICAR) Agreement

Staff will present and is requesting board direction/action regarding the ICAR agreement. Currently this agreement lists the TPO as the operator of the public transportation provider, SunTran.

C. Unified Planning Work Program (UPWP) Amendment

Staff will present and is requesting board direction/action to amend the UPWP to delete the SunTran related tasks, if the TPO will no longer be responsible for the operation, maintenance, and policy decision making.

D. SunTran Advertising (Campus Credit Union)

Staff will present and is requesting board action regarding a contract that was obtained by efforts by both TPO staff, and the City of Ocala Procurement Department.

- 4. CONSENT AGENDA**
 - A. MINUTES – March 26, 2019**
 - B. MINUTES – APRIL 2, 2019**
 - C. FY 2019 FTA CERTIFICATIONS AND ASSURANCES**
- 5. COMMENTS BY FDOT**
- 6. COMMENTS BY TPO STAFF**
 - A. Financial Billing Update**
 - B. List of Priority Projects (LOPP)**
- 7. COMMENTS BY TPO MEMBERS**
- 8. PUBLIC COMMENT (Limited to 2 minutes)**
- 9. ADJOURNMENT**

If reasonable accommodations are needed for you to participate in this meeting, please call the TPO Office at (352) 629-8297 forty-eight (48) hours in advance so arrangements can be made.

Pursuant to Chapter 286.0105, Florida Statutes, if a person decides to appeal any decision made by the TPO with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The next regular meeting of the Ocala/Marion County Transportation Planning Organization will be held on May 28, 2019.



TO: TPO Board Members
FROM: Derrick Harris, Interim Director
SUBJECT: TPO Interlocal Agreement

Per the TPO Board's direction at the January 24th, February 26th, and March 26th meetings, I have enclosed a revised Interlocal Agreement between the City of Ocala, and Marion County. This is the latest version of the Interlocal Agreement, based on comments received by city/county staff, and TPO Board members. Please note: this has been reviewed by both the TPO and county attorneys.

Staff is requesting direction from the board regarding the direction of Suntran. If approved, would be forwarded to the respective parties of the agreement, the City of Ocala and Marion County.

Should you have any questions regarding the information, please contact me in our office at 629-8568.

**AMENDED INTERLOCAL AGREEMENT CONCERNING
PUBLIC TRANSPORTATION SYSTEM**

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the CITY OF OCALA, a Florida municipal corporation ~~existing under the laws of the State of Florida, hereinafter referred to as (“CITY, and”)~~, MARION COUNTY, a political subdivision of the State of Florida, ~~hereinafter referred to as (“COUNTY.”)~~, and the Ocala/Marion County Transportation Planning Organization, a public entity created by Interlocal Agreement and pursuant to Section 163.01, Florida Statutes (“TPO”).

WHEREAS, the provision of adequate and effective public transportation services is an existing and growing problem in Marion County; and

WHEREAS, the public transportation system, known as “SunTran~~”.~~” began operation on December 15, 1998, and has continues to provide the community with public transportation service; and

WHEREAS, ~~the~~ CITY and COUNTY are authorized by Section 163.01, Florida Statues, to enter into Interlocal Agreements to make the most efficient use of their powers by cooperating with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of the local community.

WHEREAS, CITY and COUNTY have entered into that certain Interlocal Agreement creating the TPO for the purposes set forth therein and desire to enter into the following agreement to clarify the respective rights and responsibilities concerning the operation of SunTran for the benefit of their respective constituents.

NOW, THEREFORE, for and in consideration of the mutual terms, covenants and conditions to be complied with on the part of the respective parties hereto, it is agreed as follows:

1. **PURPOSE OF THIS AGREEMENT.** The purpose of this Agreement is to provide for public transportation services within the area of Marion County designated in the Transit Development

Plan, as modified or amended, and to state the terms and conditions upon which cooperative funding shall be provided and an understanding between the Parties as to the manner in which the ~~services~~services will be provided.

2. **ESTABLISHMENT OF POLICY BOARD.** The City of Ocala City Council shall serve as the policy board for the public transportation system. The CITY shall be responsible for establishment of all fares, service standards, rules and regulations of the public transportation system. The CITY shall provide to the Ocala / Marion County TPO for their information and feedback an annual report in June of each year, which will include policies, strategies, ridership, operations, routes, coordination procedures, and other information pertinent to the public transportation system for the upcoming fiscal year.
3. **ESTABLISHMENT OF ADMINISTRATIVE AGENCY.** The CITY shall serve as the administrative agency for the public transportation system. The CITY shall provide public transportation for the general public by the operation of revenue vehicles over designated routes on a fixed schedule. CITY staff shall be responsible for the day-to-day administration and oversight to the service.
4. **CONTRACTUAL AUTHORITY FOR THE ADMINISTRATIVE AGENCY.** The CITY, as administrator of the system, shall be authorized to apply for and receive grants-in-aid or other assistance from the Federal Government and/or the State of Florida. Said grants or other assistance shall be used to carry out the purposes of this Interlocal Agreement. The CITY shall also receive any funds provided by local entities for the financial support of the public transit system as described in this Interlocal Agreement. The CITY is also authorized to enter into a management, operation, and maintenance contract with a private company to oversee the day-to-day operations of the public transportation system.

5. **CAPITAL AND OPERATIONAL CONTRIBUTIONS.** The CITY shall be authorized to acquire the physical equipment, motor vehicles, equipment and facilities (i.e. buses, signage, bus stop furnishing, etc.) required to operate a public transportation system. The CITY shall be the legal entity responsible for the operation and management of the public transportation system. The financial support for the purposes set forth in this Interlocal Agreement shall be borne by each of the Parties as follows: the CITY shall pay seventy-five percent (75%) and the COUNTY shall provide twenty-five percent (25%) of any local monies required for any grant related to capital and operation of the public transportation system, subject to annual appropriation. Local monies are defined as those necessary to match any State program (Block Grant, TRIP, CIGP or other programs that may be established) or Federal program (Section 5305(d), 5307, 5309, or other programs that may be established). In addition, other necessary funds, capital or operating, not covered by any grant program or other financial assistance shall be the responsibility of the CITY and COUNTY in the same ~~manner as described above.~~proportion as described above. The CITY shall, by March 30th of each year, submit to the COUNTY a request for the local County match for the upcoming budget year to be included in the COUNTY's proposed budget. The breakdown of the percentages listed above is based on the number of hours the public transportation provider spends in either the CITY or COUNTY. ~~Therefore~~Currently, the percentage of hours spent in the CITY equate to seventy-five (75) percent, whereas the percentage of hours spent in the COUNTY equate to twenty-five (25) percent. The funds for capital and operating costs shall be provided by the Parties to this Interlocal Agreement to the CITY on a quarterly basis, as invoiced by the CITY, and ~~should be~~shall reviewed on an annual basis or as needed. All revenues derived from the operation of the transit system, including advertisement, shall be utilized to reduce the operating costs of the system.
6. **TERM AND RENEWAL OF INTERLOCAL AGREEMENT.** The term of this Interlocal Agreement shall begin on July 1, 2019 and end on September 20, 2023. Prior to the expiration of this Interlocal Agreement, the terms and conditions shall be reviewed by the Ocala / Marion County

TPO to discuss amendment or renewal. ~~However, the failure to amend or renew this Interlocal Agreement shall not invalidate or otherwise terminate this Interlocal Agreement.~~

7. **TERMINATION.** Either party may terminate this Interlocal Agreement by providing written notice of intent to terminate to the other party and the TPO at least ninety (90) days prior to the then current fiscal year ~~and two (2) weeks prior to its governing council or commission's vote on the issue~~; provided, that financial commitments made prior to termination are effective and binding for their full term and amount regardless of termination. In case of termination by ~~CITY~~either party, the administration of the transit system and authority of the policy board shall revert back to the TPO Governing Board. The effective date of any termination shall be the end of the then current fiscal year, unless both parties agree to an alternative date of termination.
8. **TRANSFER OR DISPOSITION OF PROPERTY.** In the event of transfer of administrative agency duties to another entity or agency, all property acquired pursuant to this Interlocal Agreement will transfer to the newly designated administrative agency. In the event of termination of the public transportation system, the disposition or distribution of any properties or monies acquired under operation of this Agreements ~~all~~shall be on a proportionate rate basis, with the appropriate share to the Parties hereto being in direct proportion to each Party's contribution after required reimbursements to federal and/or state sources.
9. **AMENDMENT OF AGREEMENT.** Amendments or modifications of this Agreement may only be made by written agreement signed by all parties hereto with the same formalities as the original Agreement.
10. **AGREEMENT EXECUTION; COUNTERPARTS.** This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.
11. **EFFECTIVE DATE.** This Agreement shall become effective upon execution by all parties and filing with the Marion County Clerk of Court.

12. PARTIES NOT OBLIGATED TO THIRD PARTIES. No party hereto shall be obligated or be liable hereunder to any party not a signatory to this Agreement. There are no express or intended third party beneficiaries to this Agreement.

INTENTIONAL PAGE BREAK – SIGNATURES FOLLOW

IN WITNESS WHEREOF, the undersigned parties have caused this Interlocal Agreement to be duly executed in their behalf on this _____ day of _____, 2019.

~~BOARD OF COUNTY COMMISSION OF
MARION COUNTY, FLORIDA~~

By: _____
Michelle Stone, Chair

Attest: _____
David R. Ellspermann,
Marion County Clerk of the Circuit Court

Approved as to form and legality:

Matthew G. Minter
County Attorney

CITY OF OCALA, a Florida municipal corporation

By: _____
Mary Sue Rich, City Council President

Attest: _____
Angel B. Jacobs, City Clerk

Approved as to form and legality:

Robert W. Batsel, Jr.
Assistant City Attorney

**Ocala/Marion County Transportation Planning
Organization**

By:

Valerie Porter-Hanchar, Chair



TO: TPO Board Members

FROM: Derrick Harris, Interim Director

SUBJECT: ICAR Agreement Revised

Per the direction of the TPO Board's decision at the January 24th and February 26th meetings to have the City of Ocala take over the operation and maintenance of the TPO. I have provided a revision to the Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation (ICAR) Agreement to acknowledge that the City of Ocala and not the TPO will be operating and maintaining the SunTran Bus System.

Should you have any questions regarding the information please contact me in our office at 629-8297.

INTERGOVERNMENTAL COORDINATION AND REVIEW AND PUBLIC TRANSPORTATION ~~COORDINATION~~ JOINT PARTICIPATION AGREEMENT

THIS JOINT PARTICIPATION AGREEMENT is made and entered into on this ____ day of _____, 2019, by and between the ~~FLORIDA DEPARTMENT OF TRANSPORTATION~~ Florida Department of Transportation; the Ocala / Marion County Transportation Planning Organization (“TPO”); the East Central Florida Regional Planning Council; the City of Ocala ~~City Council~~, a Florida municipal corporation, acting on its own behalf ~~of~~ and o/b/o the Ocala International Airport; and the Marion County Board of County Commissioners, acting on its own behalf and acting as the Dunnellon Airport Authority on behalf of the Marion County Airport.

RECITALS

WHEREAS, the Federal Government, under the authority of Title 23 United States Code Section 134 and Title 49 United States Code (USC) Section 5303 and any subsequent applicable amendments, requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process in designated urbanized areas to develop and implement plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, Title 23 USC §134, title 49 USC §5303, and Section 339.175, Florida Statutes (F.S.), provide for the creation of metropolitan planning organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, pursuant to Section 20.23, F.S., the Department of Transportation (“Department”) has been created by the State of Florida, and the Department has the powers and duties relating to transportation, as outlined in Section 334.044, F.S.;

WHEREAS, pursuant to 23 USC §134, 49 USC §5303, 23 CFR §450, and Section 339.175 F.S., the Ocala/Marion County Transportation Planning Organization, hereinafter referred to as the Transportation Planning Organization or TPO, has been designated and its membership apportioned by the Governor of the State of Florida, with the agreement of the affected units of general purpose local government, to organize and establish the Transportation Planning Organization;

WHEREAS, pursuant to the Interlocal Agreement executed on 21st day of June, 2016, and filed with the Clerk of the Circuit Court of Marion County the TPO was established;

WHEREAS, pursuant to action taken by the Federal Aviation Administration in 1962, the Ocala Airport was relocated to its present location with the purpose of providing general aviation, corporate aviation and the air cargo industry as well as a limited number of charter operations.

WHEREAS, pursuant to Chapter 81-436, Laws of Florida, the Dunnellon Airport Authority (on behalf of the Marion County Airport) was created and established with the purpose of acquiring, constructing, improving, financing, operating and maintaining airport facilities;

WHEREAS, the public transportation system, SunTran, began operation on December 15, 1998, was operated by the Ocala / Marion Transportation Organization Board prior to July 1, 2019, and shall be operated by the City of Ocala, beginning July 1, 2019;

WHEREAS, pursuant to Section 339.175 F.S., the TPO shall execute and maintain an agreement with the metropolitan and regional intergovernmental coordination and review agencies serving the Transportation Planning Area;

WHEREAS, the agreement must describe the means by which activities will be coordinated and specify how transportation planning and programming will be part of the comprehensively planned development of the Transportation Planning Area;

WHEREAS, pursuant to Section 186.504, F.S., and Chapter 29 F-1, Florida Administrative Code (FAC), the East Central Florida Regional Planning Council, herein after referred to as the Regional Planning Council or the RPC, was established and operates with the primary purpose of intergovernmental coordination and review;

WHEREAS, pursuant to Section 186.505, F.S., the RPC is to review plans of metropolitan planning organizations to identify inconsistencies between those agencies' plans and applicable local government comprehensive plans adopted pursuant to Chapter 163, F.S.;

WHEREAS, the RPC, pursuant to Section 186.507, F.S., is required to prepare a Strategic Regional Policy Plan, which will contain regional goals and policies that address regional transportation issues;

WHEREAS, based on the RPC statutory mandate to identify inconsistencies between plans of metropolitan planning organizations and applicable local government comprehensive plans, and to prepare and adopt a Strategic Regional Policy Plan, the RPC is appropriately situated to assist in the intergovernmental coordination of the transportation planning process;

WHEREAS, pursuant to Section 186.509, F.S., and Chapter 29 F-3, FAC, the RPC has adopted a conflict and dispute resolution process;

WHEREAS, the purpose of the dispute resolution process is to reconcile differences in planning and growth management issues between local governments, regional agencies, and private interests;

WHEREAS, the parties hereto have determined that the voluntary dispute resolution process can be useful in resolving conflicts and disputes arising in the transportation planning process;

WHEREAS, pursuant to Title 23 CFR §450 and Section 339.175, F.S., the TPO must execute and maintain an agreement with the operators of public transportation systems, including transit systems, commuter rail systems, airports, seaports, and spaceports, describing the means by which activities will be coordinated and specify how public transit, commuter rail, aviation, and seaport planning (including multimodal, systems-level corridor and subarea planning studies pursuant to 23 CFR §450) and programming will be part of the comprehensively planned development of the Metropolitan Planning Area;

WHEREAS, the undersigned parties have determined that this Agreement satisfies the requirements of and is consistent with Title 23 CFR §450 and Section 339.175 F.S.; and

WHEREAS, the parties to this Agreement desire to participate ~~cooperatively~~ in the performance, on a continuing basis, of a cooperative, and comprehensive transportation planning process to assure that highway facilities, transit systems, bicycle and pedestrian facilities, rail systems, air transportation and other facilities will be located and developed in relation to the overall plan of community development.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

**ARTICLE 1
INCORPORATION OF RECITALS & DEFINITIONS**

Section 1.01. Recitals. Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this agreement.

Section 1.02. Definitions. The following words when used in this Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Agreement means and refers to this instrument, as may be amended from time to time.

Corridor or Subarea Study shall mean and refer to studies involving major investment decisions or as otherwise identified in Title 23 CFR §450

Department shall mean and refer to the Florida Department of Transportation, an agency of the State of Florida, created pursuant to Section 20.23, F.S.

FHWA means and refers to the Federal Highway Administration.

Long Range Transportation Plan ("LRTP") is the 20-year transportation planning horizon which identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation activities; and, in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by Title 23 USC §134, Title 49 USC §5303, Title 23 CFR §450, and Section 339, F.S.

Metropolitan Planning Area means and refers to the planning area as determined by agreement between the TPO and the Governor for the urbanized areas designated by the United States Bureau of the Census as described in 23 USC §134, 49 USC §5303, and Section 339.175, F.S., and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Metropolitan Planning Organization's planning authority. This may also be referred to as a Transportation Planning Area.

Metropolitan Planning Organization (MPO) means and refers to the Metropolitan Planning Organization formed pursuant to this Interlocal Agreement as described in Title 23 USC §134, Title 49 USC §5303, and Section 339.175, F.S. This may also be referred to as a Transportation Planning Organization (TPO).

Regional Planning Council means and refers to the East Central Florida Regional Planning Council created pursuant to Section 186.504, F.S., and identified in Chapter 29 F-1, FAC.

Unified Planning Work Program (UPWP) is a biennial program developed in cooperation with the Department and public transportation providers, that identifies the planning priorities and activities to be carried out within a transportation planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, as required by Title 23 CFR §450, and Section 339.175, F.S.

ARTICLE 2 PURPOSE

Section 2.01. Coordination with public transportation system operators. This Agreement is to provide for cooperation between the TPO, the Department, the Ocala International Airport, The Dunnellon Airport Authority, and in the development and preparation of the UPWP, the [Transportation Improvement Program \("TIP"\)](#), the LRTP, and any applicable Corridor or Subarea Studies.

Section 2.02. Intergovernmental coordination; Regional Planning Council. Further this Agreement is to provide a process through the RPC for intergovernmental coordination and review and identification of inconsistencies between proposed TPO transportation plans and local government comprehensive plans adopted pursuant to Chapter 163, F.S., and reviewed by the Division of Community Development within the Florida Department of Economic Opportunity.

Section 2.03. Dispute Resolution. This Agreement also provides a process for conflict and dispute resolution through the RPC.

ARTICLE 3 COOPERATIVE PROCEDURES FOR PLANNING ANP PROGRAMMING WITH OPERATORS OF PUBLIC TRANSPORTATION SYSTEMS

Section 3.01. Cooperation with operators of public transportation systems; coordination with local government approved comprehensive plans.

- (a) The TPO shall cooperate with the Ocala International Airport and the Dunnellon Airport Authority to optimize the planning and programming of an Integrated and balanced intermodal transportation system for the Transportation Planning Area.
- (b) The TPO shall implement a continuing, cooperative, and comprehensive transportation planning process that is consistent, to the maximum extent feasible, with port and aviation master plans, and public transit development plans of the units of local governments whose boundaries are within the Transportation Planning Area.
- (c) As a means towards achievement of the goals in paragraphs (a) and (b) and in an effort to coordinate intermodal transportation planning and programming, the TPO may include, but shall include ~~no later than July 6, 2014~~ if within a transportation management area, as part of its membership, officials of agencies that administer or operate major modes or systems of transportation, including but not limited to transit operators, sponsors of major local airports, maritime ports, and rail operators per Federal regulations. The representatives of the major modes or systems of transportation may be accorded voting— or non-voting advisor status. In the Transportation Planning Area if authorities or agencies are created by law to perform transportation functions and that are ~~not~~ under the jurisdiction of a general purpose local government represented on the TPO, the TPO may request the Governor to designate said authority or agency as a voting member of the TPO in accordance with the requirements of Section 339.175, F.S. If the new member would significantly alter local government representation in the TPO, the TPO shall propose a revised apportionment plan to the Governor

to ensure voting membership on the TPO ~~to be an elected official representing~~ includes public transit authorities which have been, or may be, created by law.

The TPO shall ensure that ~~representative~~ representatives of ports, transit authorities, rail authorities, and airports within the Transportation Planning Area are provided membership on the TPO Technical Advisory Committee.

Section 3.02 Preparation of transportation related plans.

- (a) Although the adoption or approval of the UPWP, the TIP, and the LRTP is the responsibility of the TPO, development of such plans or programs shall be viewed as a cooperative effort involving the Department, and the Ocala International Airport/City of Ocala Council and Marion county Airport/Dunnellon Airport Authority. In developing its plans and programs, the TPO shall solicit the comments and recommendations of the parties to this Agreement in the preparation of such plans and programs
- (b) When preparing the UPWP, the TIP, or the LRTP, or preparing other than a minor amendment thereto (as determined by the TPO), the TPO shall provide notice to the Department and the Ocala International Airport/City of Ocala Council and Marion county Airport/Dunnellon Airport Authority advising them of the scope of the work to be undertaken and inviting comment and participation in the development process. The TPO shall ensure that the chief operating officials of the Department, and the Ocala International Airport/City of Ocala Council and Marion County Airport/Dunnellon Airport Authority shall receive at least 15 days written notice of all public workshops and hearings, or specified number of days per TPO bylaws, or public participation plan relating to the development of such plans and programs.
- (c) Local government comprehensive plans.
 - 1. In developing the TIP, the LRTP, or Corridor or Subarea studies, or preparing other than a minor amendment thereto (as determined by the TPO), the TPO and the Ocala International Airport/City of Ocala Council and Marion County Airport/Dunnellon Airport Authority, shall analyze for each local government in the Transportation Planning Area:
 - i. Each comprehensive plan's future land use element;
 - ii. The goals, objectives, and policies of each comprehensive plan; and
 - iii. The zoning, of each local government in the Transportation Planning Area.
 - 2. Based upon the forgoing review and a consideration of other growth management factors, the TPO, and the Ocala International Airport/City of Ocala Council and Marion county Airport/Dunnellon Airport Authority, shall provide written recommendations to local governments in the Transportation Planning Area in the development, amendments, and implementation of their comprehensive plans. A copy of the recommendations shall be sent to the RPC.
 - 3. The TPO agrees that, to the maximum extent feasible, the LRTP and the projects and project-phases within the TIP shall be consistent with the future land use element and goals, objectives, and policies of each comprehensive plan of the local governments in the Transportation Planning Area. If the TPO's TIP is inconsistent with a local government's comprehensive plan, the TPO shall so indicate, and the TPO shall present, as part of the TIP, sufficient justification for ~~including the each~~ project proposed in ~~program~~ the TIP.
- (d) Multi-modal transportation agency plans.

1. In developing the TIP, the LRTP, or corridor or Subarea studies, or preparing other than minor amendments thereto (as determined by the TP, the TPO shall analyze the master plans of the Ocala International Airport/City of Ocala Council and ~~Marion county Airport/Dunnellon Airport Authority~~. Based upon the foregoing review and consideration of other transportation-related factors, the TPO, shall from time to time and as appropriate, provide recommendations to the parties to this Agreement as well as local governments within the Transportation Planning Area, for the development, amendments, and implementation of their master, development or comprehensive plans.
2. In developing or revising their respective master, development, or comprehensive plans, the parties to this Agreement shall analyze the draft or approved Unified Planning Work Program, Transportation Improvement Program, Long Range Transportation Plan, or Corridor or Subarea studies, or amendments thereto. Based upon the foregoing review and a consideration of other transportation-related factors, the parties to this Agreement shall from time to time and as appropriate, provide written recommendations to the TPO with regard to development, amendment, and implementation of the plans, programs, and studies.
3. The TPO agrees that, to the maximum extent feasible, the Transportation Improvement Program shall be consistent with the affected master plans and development plans of the parties to this Agreement.

ARTICLE 4
INTERGOVERNMENTAL COORDINATION AND REVIEW

Section 4.01. Coordination with Regional Planning Council. The RPC shall perform the following tasks:

- (a) Within 30 days of receipt, the RPC shall review the draft TIP, LRTP, Corridor and Subarea studies, or amendments thereto, as requested by the TPO, to identify inconsistencies between these plans and programs and applicable local government comprehensive plans adopted pursuant to Chapter 163, F.S., for counties and cities within the Transportation Planning Area and the adopted Strategic Regional Policy Plan
 1. The parties recognize that, pursuant to Florida Law, the LRTP and the TIP of the TPO must be considered by cities and counties within the Transportation Planning Area in the preparation, amendment, and update/revision of their comprehensive plans. Further, the LRTP and the projects and project phases within the TIP are to be consistent with the future land use element and goals, objectives, and policies of the comprehensive plans of local governments in the Transportation Planning Area. Upon completion of its review of the draft TIP or LRTP, and RPC shall advise the TPO and each county or city of its findings;
 2. The RPC shall advise the TPO in writing of its concerns and identify those portions of the submittals which need to be reevaluated and potentially modified in the RPC review identifies inconsistencies between the draft TIP or LRTP and local comprehensive plans; and
 3. Upon final adoption of the proposed Transportation Improvement Program, Long Range Transportation Plan, Corridor and Subarea studies, or amendments thereto, the TPO may request that the RPC consider adoption of regional transportation goals, objectives, and policies in the Strategic Regional Policy Plan implementing the adopted Transportation Improvement Program, Long Range Transportation Plan, Corridor and Subarea studies, or amendments thereto. If the proposed plan, program, or study, or amendments thereto, was the subject of previous adverse comment by the RPC, the TPO will identify the change in

the final adopted plan intended to resolve the adverse comment, or alternatively, the TPO shall identify the reason for not amending the plan as suggested by the RPC.

(b) Provide the availability of the conflict and dispute resolution process as set forth in Article 5 below.

ARTICLE 5 CONFLICT AND DISPUTE RESOLUTION PROCESS

Section 5.01 Disputes and Conflicts under this Agreement. This process shall apply to conflicts and disputes relating to matters subject to this Agreement, or conflicts arising from the performance of this Agreement. Except as otherwise provided in this Article 5, only representative s of the agencies with conflicts or disputes shall engage in conflict resolution.

Section 5.02 Initial Resolution. The affected parties to this Agreement shall, at a minimum, ensure the attempted early resolution of conflicts relating to such matters. Early resolution shall be handled by direct discussion between the following officials:

Florida Department of Transportation: District Director for Planning and Programs
TPO: Ocala/Marion Transportation Planning Organization (TPO), Director
East Central Florida Regional Planning Council: Executive Director
Ocala International Airport: Director
Marion County Airport: Director

Section 5.03 Resolution by senior agency official. If the conflict remains unresolved, the conflict shall be resolved by the following officials:

Florida Department of Transportation: District Secretary Ocala/Marion
Transportation Planning Organization (TPO):
East Central Florida Regional Planning Council: Executive Director
Ocala International Airport: Director
Marion County Airport: Director

Section 5.04 Resolution by the Office of the Governor. ~~————~~ If the conflict is not resolved through conflict resolution pursuant to Section 5.02, 5.03, and 5.04 of this Agreement, the parties shall petition the Executive Office of the Governor for resolution of the conflict pursuant to its procedures. Resolution of the conflict by the Executive Office of the Governor shall be binding on all parties.

ARTICLE 6 MISCELLANEOUS PROVISION

Section 6.01 Constitutional or statutory duties and responsibility of parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 6.02 Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties hereto with the same formalities as the original Agreement.

Section 6.03. Duration: withdrawal procedure.

- (a) Duration. This Agreement shall have a term of (5) years and the parties hereto shall examine the terms hereof and agree to amend the provisions or reaffirm the same in a timely manner. However, the failure to amend or to reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.
- (b) Withdrawal procedure. Any party may withdraw from this Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Agreement and the TPO, at least (90) days prior to the intended date of withdrawal; provided, that financial commitments made prior to withdrawal are effective and binding for their full term and amount regardless of withdrawal.

Section 6.04 Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice is required to be given and shall be addressed as follows:

TPO Director
Ocala/Marion County Transportation Planning Organization
212 SE Watula Avenue
Ocala, FL 34471

Executive Director
East Central Florida Regional Planning Council 455
N. Garland Avenue, 4th Floor
Orlando, FL 32801

Director
Ocala International Airport
750 SW 60th Avenue
Ocala, FL 34474

Director
Marion County Airport
14968 SW 110th Street
Dunnellon, FL 34432

Secretary, District Five
Florida Department of Transportation
719 South Woodland Boulevard
Deland, FL 32720

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 6.05 Interpretation.

- (a) Drafters of Agreement. All parties hereto were each represented by, or afforded the opportunity for representation by legal counsel, and participated in the drafting of this Agreement and in the choice

of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.

- (b) Severability. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by ~~judgement~~ judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.
- (c) Rules of construction. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:
 - 1. The singular of any word or term includes the plural;
 - 2. The masculine gender includes the feminine gender; and
 - 3. The word “shall” is mandatory, and “may” is permissive.

Section 6.06 Attorney’s Fees. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own costs and attorney’s fees in connection with such proceeding.

Section 6.07 Agreement execution; use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute ~~one~~ one and the same instrument.

Section 6.08 Effective date. This Agreement shall become effective upon ~~its recording~~ execution by all parties ~~hereto and filing with the Marion County Clerk of Court~~.

Section 6.09 Other Authority. In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is required under applicable law to enable the parties to enter into this Agreement or to undertake the provisions set forth hereunder, ~~either~~ to observe, assume or carry out any of the provisions of the Agreement, said parties will initiate and consummate, as provided by law, all actions necessary with respect to any such matter as required.

Section 6.10. Parties not obligated to third parties. —No party hereto shall be obligated or be liable hereunder to any party not a signatory to this Agreement. There are no express or intended third party beneficiaries to this Agreement.

Section 6.11. Rights and remedies not waived. In no event shall the making by the Department of any payment to the TPO constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the TPO, and the making of any such payment by the Department while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Department in respect of such breach or default.

Section 6.12. Data, records, reports, and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the parties shall provide to each other such data, reports, records, contracts, and other documents in its ~~Possession~~ possession relating to the TPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

INTENTIONAL PAGE BREAK – SIGNATURES FOLLOW

IN WITNESS WHEREOF, the undersigned parties have executed this Joint Participation Agreement on behalf of the referenced legal entities.

Signed, Sealed, and Delivered in the presence of:

Ocala/Marion County Transportation Planning Organization

Councilwoman Valerie Porter-Hanchar, Chair

Attest: _____ Date: _____

Central Florida Regional Planning Council

Commissioner Lee Constantine, CFRPC Chairman

Attest: _____ Date: _____

~~Ocala~~

City of Ocala, a municipal corporation, acting on its own behalf and o/b/o the Ocala International Airport/City of Ocala City Council

Councilwoman Mary Sue Rich, President

Attest: _____ Date: _____
Angel B. Jacobs, City Clerk

Approved as to form and legality:

Robert W. Batsel, Jr.
Assistant City Attorney

~~Dunnellon Airport Authority/~~

Marion County Board of County Commissioners, acting on its own behalf and acting as the Dunnellon Airport Authority on behalf of the Marion County Airport

Commissioner Michelle Stone, Chair

Approved as to form and legality:

Guy Minter, Marion ~~county~~County Attorney

~~Attest: _____ Date: _____
David R. Ellspermann
Marion County Clerk of the Circuit Court~~

Florida Department of Transportation

Steve Martin, District Secretary

Attest: _____ Date: _____

Approved as to form and legality:

District Counsel _____

Date: _____

(Seal)

STATE OF FLORIDA



TO: TPO Board Members
FROM: Derrick Harris, Interim Director
SUBJECT: UPWP Amendment

Per the TPO Board's direction at the January 24th, February 26th, and March 26th meetings, I have enclosed a revised Unified Planning Work Program (UPWP) Amendment to redact all SunTran listed functions (5.1 – 5.8) from the UPWP.

Should you have any questions regarding the information, please contact me in our office at 629-8568.

UPWP TASK 5.0 - PUBLIC TRANSPORTATION

The Public Transportation task reflects the activities related to the local public transportation system which includes services provided locally by SunTran and Marion Transit Services (MTS). SunTran is the fixed-route service operating primarily in the urban area and is a joint effort of Marion County and the City of Ocala. The TPO serves as the policy and oversight board for SunTran. MTS provides paratransit services throughout the county as well as Americans with Disabilities (ADA) service within the fixed-route area for SunTran. MTS is also the designated Community Transportation Coordinator (CTC) through the Commission for the Transportation Disadvantaged (CTD).

OBJECTIVES

To ensure the efficient and effective provision of public transportation by providing technical assistance and staff support to the local Community Transportation Coordinator and the SunTran system.

PREVIOUS WORK

SUNTRAN

Annual review of routes and schedules.
Completed annual National Transit Database (NTD) Report. (February 2017, 2018)
Five Year update of Transit Development Plan (TDP).
Update of SunTran website

TRANSPORTATION DISADVANTAGED

Selection of Community Transportation Coordinator. (November 2015)
Completion of Annual Operating Report.
Annual review/update of Transportation Disadvantaged Service Plan (TDSP). Annual review of Community Transportation Coordinator.

REQUIRED ACTIVITIES

SUNTRAN

- 5.1 Review congested route segments/intersections for potential ITS applications to improve service.
- 5.2 Periodically review routes and schedules to determine effectiveness, identify linkages between residential and employment centers.
- 5.3 Update SunTran website on a regular basis.

- 5.4 Annually update TDP.
- 5.5 Develop 2018 & 2019 NTD Report

SUNTRAN (CON'T)

- 5.6 Continue work with the District 5 reThink commuter assistance program.
- 5.7 Develop shelter and bench program for fixed-route service area.
- 5.8 Integrate data from Avail Technologies (i.e. passenger counts, real-time location, arrival/departure times, etc.) into both the SunTran website and smartphone application.

TRANSPORTATION DISADVANTAGED

- 5.9 Provide staff support and administration to Transportation Disadvantaged Local Coordinating Board (TDLCB).
- 5.10 Conduct grant administration including quarterly operational reports and financial statements.
- 5.11 Continue to facilitate coordination between the TDLCB and the CTC, Marion Transit Service (MTS).
- 5.12 Review CTC's annual report and perform evaluation. (December)
- 5.13 Review of Memorandum of Agreement and approval of fare structure prior to submission to Commission for the Transportation Disadvantaged.
- 5.14 Continue coordination with the Commission for Transportation Disadvantaged.
- 5.15 Annually update TDSP.

END PRODUCT

Effective and efficient coordinated public transportation system (ongoing) Completion of CTC review for performance and fare structure (annual, May 2019, 2020)
 Completion of NTD report (annual, February 2019, 2020)
 Develop Shelter and Bench Program (December 2018)
 Completion of TDP and TDSP updates (annual, December 2018, 2019)

RESPONSIBLE AGENCY

Ocala/Marion County TPO

Original and Proposed Task Budget

Task 1.0 Admin

	FY 2018/19	FY 2019/20
FHWA:		
TPO Personnel:	\$ 113,565	\$ 111,422
Travel:	\$ 5,000	\$ 6,127
Direct Expenses:		
Administrative:	\$ 7,727	\$ 7,000
Facility:	\$ 28,000	\$ 28,836
Office:	\$ 53,450	\$ 59,699
Consultant:	-	-
Subtotal:	\$ 207,742	\$ 213,084
FTA:		
TPO Personnel:	\$ 5,579	\$ 10,133
FDOT (match):	\$ 697	\$ 1,267
Local:	\$ 697	\$ 1,267
Subtotal:	\$ 6,973	\$ 12,666
TD:		
Personnel	\$ 5,946	\$ 3,629
Travel:	\$ 1,073	\$ 1,993
Administrative Exp.	\$ 918	\$ 379
Subtotal:	\$ 7,937	\$ 6,001
Total:	\$ 222,652	\$ 231,751

Task 2.0 Data Collection

	FY 2018/19	FY 2019/20
FHWA:		
TPO Personnel:	\$ 34,541	\$ 35,492
Consultant:	\$ 20,000	\$ 20,000
Subtotal:	\$ 54,541	\$ 55,492
FTA:		
TPO Personnel:	\$ 5,811	\$ 5,973
FDOT (match):	\$ 726	\$ 747
Local:	\$ 726	\$ 747
Subtotal:	\$ 7,263	\$ 7,467
Total:	\$ 61,804	\$ 62,959

Task 3.0 LRP

	FY 2018/19	FY 2019/20
FHWA:		
TPO Personnel:	\$ 40,218	\$ 44,147
Consultant:		
LRTP:	\$ 158,287	\$ 70,773
CFMPO Alliance:	\$ 5,000	\$ 5,000
Subtotal:	\$ 203,505	\$ 119,920
FTA:		
TPO Personnel:	\$ 25,189	\$ 24,699
FDOT (match):	\$ 3,149	\$ 3,087
Subtotal:	\$ 28,338	\$ 27,786
Local:	\$ 3,149	\$ 3,087
Total:	\$ 234,992	\$ 150,793

Task 4.0 SRP

	FY 2018/19	FY 2019/20
FHWA:		
TPO Personnel:	\$ 45,157	\$ 37,063
Consultant:		
Interactive TIP:	\$ 10,000	\$ 5,000
Subtotal:	\$ 55,157	\$ 42,063
FTA:		
TPO Personnel:	\$ 7,864	\$ 10,192
FDOT (match):	\$ 983	\$ 1,274
Local:	\$ 1,983	\$ 2,274
Subtotal:	\$ 8,847	\$ 11,466
Total:	\$ 65,987	\$ 55,803

Task 5.0 Public Transportation

	FY 2018/19	FY 2019/20
FHWA:		
TPO Personnel:	\$ 9,585	\$ 3,001
Consultant:	\$ -	\$ -
Subtotal:	\$ 9,585	\$ 3,001
FTA:		
TPO Personnel:	\$ 3,486	\$ 2,763
FDOT (match):	\$ 436	\$ 345
Subtotal:	\$ 3,922	\$ 3,109
Local:	\$ 436	\$ 345
TD:		
TPO Staff:	\$ 18,884	\$ 20,819
Consultant:	\$ -	\$ -
Subtotal:	\$ 18,884	\$ 20,819
Total:	\$ 32,827	\$ 27,275

Task 6.0 Public Involvement

	FY 2018/19	FY 2019/20
FHWA:		
TPO Personnel:	\$ 22,283	\$ 24,414
Consultant:		-
Subtotal:	\$ 22,283	\$ 24,414
FTA:		
TPO Personnel:	\$ 2,054	\$ 2,109
FDOT (match):	\$ 257	\$ 264
Subtotal:	\$ 2,311	\$ 2,373
Local:	\$ 257	\$ 264
Total:	\$ 24,850	\$ 27,051

Task 7.0 Special Projects

	FY 2018/19	FY 2019/20
FHWA:		
TPO Personnel:	\$ 34,298	\$ 41,342
Consultant:		\$ -
NE 8th Avenue Road Diet Trails, Wayfinding, Safety & Supporting Facilities Master Plan	\$ 30,000 \$ 125,000	
Nature Coast Trail Feasibility Study	\$ 40,000	
CR 484 Corridor Assessment*	\$ 25,000	
US 27 Corridor Assessment**	\$ -	
Pennsylvania Avenue Addendum Study*	\$ -	
Subtotal:	\$ 254,298	\$ 41,342

**TABLE IV
FY 2018/19 AGENCY PARTICIPATION**

TASK	ELEMENT	FHWA	FTA	Consultant	FDOT		TD	Local	Total
					Cash Match				
1.0	Admin	\$207,742	\$5,579	\$0	\$697		\$7,937	\$697	\$222,652
2.0	Data/Safety	\$54,541	\$5,811	\$20,000	\$726			\$726	\$61,804
3.0	LRP	\$203,505	\$25,189	\$163,287	\$3,149			\$3,149	\$234,992
4.0	SRP	\$55,157	\$7,864	\$10,000	\$983			\$1,983	\$65,987
5.0	Public Trans.	\$16,588	\$3,486	\$0	\$436	\$18,884		\$436	\$39,830
6.0	Public Inv.	\$15,279	\$2,054	\$0	\$257			\$257	\$17,847
7.0	Special Proj.	\$254,298	\$9,918	\$220,000	\$1,240			\$1,240	\$266,696
TOTAL		\$807,110	\$59,901	\$413,287	\$7,488		\$26,821	\$8,488	\$909,807

**TABLE V
FY 2018/19 FUNDING SOURCES**

		Planning Funds (PL)				FTA Section 5305(d)			FTA Sec. 5307	State - Other	TD	Total			Task
TASK	ELEMENT	FDOT		Deobligations*		FDOT					State	Federal	State	Local	Task Total
		FHWA	Soft Match**	Local	FY 16/17	FY 17/18	FTA	Cash Match							
1.0	Admin	\$207,742	\$45,818		\$11,857		\$5,579	\$697	\$697		\$7,937	\$213,321	\$8,634	\$697	\$222,652
2.0	Data/Safety	\$54,541	\$12,029		\$20,761		\$5,811	\$726	\$726			\$60,351	\$726	\$726	\$61,804
3.0	LRP	\$203,505	\$44,884		\$57,009		\$25,189	\$3,149	\$3,149			\$228,694	\$3,149	\$3,149	\$234,992
4.0	SRP	\$55,157	\$12,165	\$1,000	\$70,297		\$7,864	\$983	\$983			\$63,021	\$983	\$1,983	\$65,987
5.0	Public Trans.	\$16,588	\$3,659		\$37,933		\$3,486	\$436	\$436	\$18,884		\$20,075	\$19,320	\$436	\$39,830
6.0	Public Inv.	\$15,279	\$3,370		\$53,960		\$2,054	\$257	\$257			\$17,333	\$257	\$257	\$17,847
7.0	Special Proj.	\$254,298	\$56,086		\$58,807		\$9,918	\$1,240	\$1,240	\$0		\$264,216	\$1,240	\$1,240	\$266,696
TOTAL		\$807,110	\$178,011	\$1,000			\$59,901	\$7,488	\$7,488	\$0	\$0	\$867,011	\$34,309	\$8,488	\$909,807

*Deobligation amounts included in Federal PL allocation

**For FY 2018/19, FDOT will soft match federal planning funds in the amount of \$178,011

Soft match is not included in Task Total.



TO: TPO Board Members
FROM: Derrick Harris, Interim Director
SUBJECT: SunTran Bus Wrap Advertising

Per the TPO Board's direction at the March 26th meeting, staff has summarized the different advertisement rates for transit agencies throughout the central Florida area. Staff feels that the only true comparable transit agency would be RTS, due to the size of the tourism industry in Daytona Beach and Orlando. Therefore, staff concludes that SunTran is comparable, when directly comparing with RTS. See below for the information regarding other agencies throughout the central Florida area.

SunTran (Ocala)

- SunTran charges **\$12,000** for a full bus wrap for 52 weeks. This includes only the advertising space and does not cover cost of production or installation

RTS (Gainesville)

- RTS charges **\$11,546** for a full bus wrap for 52 weeks. This includes only the advertising space and does not cover cost of production or installation.

Votrans (Volusia County)

- Votrans charges **\$3,000 per month** for a 12-month contract, which **does** include the cost of production and installation.

Lynx (Orlando area)

- Lynx charges a \$6,210 production cost and an additional \$4,000 per month advertising cost for a full bus wrap. Due to high demand and limited inventory, they do not typically offer 12-month contracts.
- As their website notes, the Lynx service area offers a market with an adult population of over 1.6 million and a tourist market of 54 million annual visitors, which enables them to charge significantly more than SunTran would.

LakeXpress (Lake County)

- LakeXpress does not currently offer advertising space on their buses.

Should you have any questions regarding the information, please contact me in our office at 629-8568.



TO: TPO Board Members
FROM: Derrick Harris, Interim Director
SUBJECT: SunTran Advertising Bid

In February and March of this year, TPO staff in coordination with the City Procurement Department has created a bus wrap advertising contract for Campus Credit Union at the amount of \$1,000 per month for 1 year to advertise on one SunTran bus. The contract will be provided at the meeting.

The SunTran advertising policy is enclosed for your review and the contract shall be provided at the meeting.

Should you have any questions regarding the information, please contact me in our office at 629-8568.



TRANSPORTATION PLANNING ORGANIZATION

Marion County Commission Auditorium
601 SE 25th Avenue, Ocala, FL 34471

March 26, 2019

MINUTES

Members Present:

Commissioner Kathy Bryant (*arrived at 4:22pm*)
Councilwoman Valerie Hanchar
Councilman Justin Grabelle
Commissioner Ronald Livsey
Councilman Brent Malever
Commissioner David Moore
Councilwoman Mary Rich (*arrived at 4:15pm*)
Commissioner Michelle Stone
Commissioner Carl Zalak

Members Not Present:

Commissioner Jeff Gold
Mayor Kent Guinn
Councilman Jay Musleh

Others Present:

Sophia Villavicencio-Ortiz, FDOT
Tom Wilder, Marion Senior Services
Oscar Tovar, City of Ocala
Oliver Cromwell, SunTran
Guy Marwick
Darren Park, City of Ocala
Don Atwell, Marion County
Amber Gartner, Kimley-Horn
Douglas Shearer
Michelle Shearer
Tracy Straub, Marion County
Nathan Silva, RS&H

Item 1. Call to Order and Roll Call

Chairwoman Hanchar called the meeting to order at 4:02 PM. Secretary Shakayla Pullings called the roll of members. A quorum was present.

Item 2. Proof of Publication

Secretary Shakayla Pullings stated that the meeting had been published on March 18, 2019 online on the TPO website and on the City of Ocala, Marion County, Belleview, and Dunnellon websites.

Item 3a. FDOT Certification

Kellie Smith with the Florida Department of Transportation (FDOT) presented the FDOT Certification completed last calendar year (January- December 2018) to the board and said that the FDOT completed an annual certification of the TPO based on invoice submittals, timeliness of invoices, and improper invoicing. In addition, the certification covered the plans and documents the TPO was responsible for overseeing.

Ms. Stone asked about ineligible expenses and how they were rectified.

Ms. Smith responded that all charges are reviewed once the TPO submits the invoice to the FDOT to make sure that the charges are eligible for reimbursement and if there were ineligible charges the invoice would be returned to the TPO to have the charge removed.

Ms. Stone asked if the FDOT was giving a close look at the invoices with the Federal Audit approaching.

Ms. Smith responded that the Federal Audit was more of a review of the documents such as the Long-Range Transportation Plan (LRTP), the Transportation Improvement Program (TIP), Unified Planning Work Program (UPWP), etc.

Ms. Smith said that as far as the invoices were concerned they were looked at from a staff level because they are signed off by the Grant Managers of the FDOT.

Item 3b. TPO Director Update

Mounir Bouyounes (Marion County) gave an update to the TPO Board and said that the committee that had been put together by the TPO Board consisting of himself, Kellie Smith (FDOT), and Tye Chighizola (City of Ocala) had interviewed a total of seven candidates. The committee had selected the top two candidates that were Derrick Harris and Robert Balmes.

Mr. Bouyounes said that Mr. Harris and Mr. Balmes would go before the TPO Board for a final interview and the board would select the candidate for the TPO Director position.

Chairwoman Hanchar said that a Special TPO Meeting would be held to conduct the interviews of each candidate and the board decided on the date Tuesday, April, 2nd, 2019 at 1pm.

Item 4a. SunTran Interlocal Agreement

Derrick Harris, Fiscal Manager/Transportation Planner for the TPO presented the SunTran Interlocal Agreement. Mr. Harris said that per the TPO Board's direction at the January 24th and February 26th meetings he had provided a revised Interlocal Agreement between the City of Ocala, and Marion County. The agreement provided was the latest version of the Interlocal Agreement, based on comments received by city/county staff, and TPO Board members. Mr. Harris said that the agreement could be changed in any way to accommodate the board's desire regarding separating the TPO from SunTran or keeping it intact.

Mr. Harris said that staff was requesting direction from the board regarding the direction of SunTran. Based on the direction given it would be subject to legal review, and then forwarded to the respective parties of the agreement, the City of Ocala and Marion County.

Ms. Bryant said that she was ok with the agreement as presented however, she wanted the language of the agreement in Section 2 that had originally stated "*The CITY shall provide to the Ocala / Marion County TPO for their approval an annual report in June of each year, which will include policies, strategies, ridership, operations, routes, coordination procedures, and other information pertinent to the public transportation system.*" to include "*for the upcoming fiscal year and a report on performance of the past fiscal year*" so that the TPO could be informed on what was going in case of input on new routes so there could be conversation.

There was TPO board discussion and ultimately it was decided to add wording to the SunTran Interlocal Agreement and present it to the board at the next TPO meeting on April 23, 2019.

Ms. Stone made a motion to table the SunTran Interlocal Agreement, along with Items 4b and 4c. Mr. Moore seconded, and the motion passed unanimously.

Item 4b. Interlocal Coordination and Review and Public Transportation Coordination Joint Participation (ICAR) Agreement

Item tabled.

Item 4c. Unified Planning Work Program (UPWP) Amendment

Item tabled.

Item 4d. SunTran Advertising (Piccin and Glynn)

Mr. Harris presented the SunTran Advertising (Piccin and Glynn) and said that in February of the current year (2019), TPO staff in coordination with the City Procurement Department had created a bus wrap advertising contract for Piccin and Glynn at the amount of \$1,000 per month for 3 years to advertise on one SunTran bus and the contract was provided to the TPO board along with the SunTran advertising policy.

Mr. Harris mentioned that Campus Credit Union was also interested in advertising on a SunTran bus and if approved by the TPO Board all buses available for advertisement would be fully advertised.

Ms. Bryant said to check other advertising rates and see what other areas are charging to advertise on a bus.

Mr. Harris said that staff would do a rate comparison.

Mr. Zalak made a motion to approve the rate check for advertising. Ms. Bryant seconded and the motion passed unanimously.

Item 5. Consent Agenda

Mr. Zalak made a motion to approve the Consent Agenda. Mr. Moore seconded, and the motion passed unanimously.

Item 6. Comments by FDOT

Ms. Kellie Smith introduced Anna Taylor the Government Liaison to the FDOT.

Item 7. Comments by TPO Staff

Item 5. Consent Agenda

Mr. Musleh mad a motion to approved the Consent Agenda. Ms. Bryant seconded, and the motion passed unanimously.

Item 6. Comments by FDOT

Ms. Vickie Wyche with FDOT provided the board with an updated construction report in their meeting packets. There were no questions for Ms. Wyche by the board.

Item 7. Comments by TPO Staff

Derrick Harris gave a financial update to the board and an update on the transition of the TPO from the City of Ocala to Marion County and the vacant positions within the TPO.

Item 8. Comments by TPO Members

Chairwoman Hanchar thanked Mr. Harris for his hard work with limited staff and the transition.

Item 9. Public Comment

Guy Marwick 12950 NE 1st Street Road, Silver Springs, FL 34488 addressed the board and said he had concerns about a roundabout in Silver Springs on Baseline Road and Highway 40 and he said that it would disturb the State Park.

Mr. Harris said he believed that portion of the park would have to be taken for the roundabout but did not believe that the project was anywhere near formation.

Ms. Smith with FDOT said that the project was not programmed at the time.

Mr. Marwick said that he and others in the area were opposed to the roundabout and would like to see the state park preserved.

Item 10. Adjournment

Chairwoman Hanchar adjourned the meeting at 4:58PM.

Respectfully Submitted By:

Shakayla Pullings, TPO Administrative Assistant



TRANSPORTATION PLANNING ORGANIZATION

Marion County Commission Auditorium
601 SE 25th Avenue, Ocala, FL 34471

April 2, 2019

SPECIAL MEETING MINUTES

Members Present:

Commissioner Kathy Bryant
Commissioner Jeff Gold
Councilwoman Valerie Hanchar
Councilman Brent Malever
Commissioner David Moore
Commissioner Michelle Stone
Commissioner Carl Zalak

Members Not Present:

Mayor Kent Guinn
Councilman Justin Grabelle
Commissioner Ronald Livsey
Councilman Jay Musleh
Councilwoman Mary Rich

Others Present:

Amanda Tart, Marion County Human Resources Director
Mounir Bouyounes, Marion County Administrator
Tye Chighizola, City of Ocala Growth Services Director
Kellie Smith, FDOT

Item 1. Call to Order and Roll Call

Chairwoman Hanchar called the meeting to order at 1:08 PM. Secretary Shakayla Pullings called the roll of members. A quorum was present.

Item 2. Proof of Publication

Secretary Shakayla Pullings stated that the meeting had been published online on the TPO website and on the City of Ocala, Marion County, Belleview, and Dunnellon websites on March 27, 2019.

Item 3a. TPO Director Interviews

Ms. Amanda Tart, Marion County Human Resources Director said that the board would be interviewing two candidates for the TPO Director position and the candidates were Robert Balmes and Derrick Harris. Each of the board members were provided a copy of each resume and application along with the interview questions provided by the Marion County HR department. The board decided that Chairwoman Hanchar would ask the interview questions while the other board members took notes for each candidate.

Ms. Stone asked if the question had been asked of each candidate if they would move inside of Marion County if selected for the TPO Director position.

The board was in consensus that the TPO Director should live within Marion County seeing that was the requirements for Marion County Directors and the TPO Director would be hired on under the Marion County policies and the question was added to the list of interview questions for each candidate.

Interviews of Mr. Balmes and then Mr. Harris were conducted.

There was board discussion of each and with a five to two vote the job was extended to Mr. Balmes.

Range of salary was discussed for the position and the board decided that the range would be from \$96,000 to \$106,000 for the TPO Director position.

There was board discussion of considering a future salary increase for Mr. Harris for the work he had done for the TPO to be discussed after the start of the new TPO Director.

Chairwoman Hanchar asked if Mr. Balmes did not accept the job offer would the job then be offered to Mr. Harris and the board decided that Mr. Harris would be offered the job if Mr. Balmes declined.

Adjournment

Chairwoman Hanchar adjourned the meeting at 2:25PM.

Respectfully Submitted By:

Shakayla Pullings, TPO Administrative Assistant

TPO PL 112 FY18-19				
FY Qtr	Beginning Balance	Billing Amount	Remaining	Date Approved
FY 2018-2019	\$ 807,110.00			
JULY		\$ 22,246.32	\$ 784,863.68	9/11/2018
AUGUST		\$ 53,270.63	\$ 731,593.05	9/27/2018
SEPTEMBER		\$ 53,069.22	\$ 678,523.83	11/15/2018
OCTOBER		\$ 49,327.61	\$ 629,196.22	1/17/2019
NOVEMBER		\$ 28,379.50	\$ 600,816.72	1/31/2019
DECEMBER		\$ 64,258.58	\$ 536,558.14	2/15/2019
JANUARY		\$ 28,267.96	\$ 508,290.18	SUBMITTED
FEBRUARY		\$ 42,519.10	\$ 465,771.08	READY TO SUBMIT

5307			
FY Qtr	Billing Date (Qtr)	Billed Amount	Date Approved
FY 2017-2018	Oct 1 2017 - Sept 30 2018		
Qtr #1	Oct 1 - Dec 31	\$ 2,715.54	5/18/2018
Qtr #2	Jan 1 - Mar 31	\$ 465,396.78	6/8/2018
Qtr #3	Apr 1 - Jun 30	\$ 434,331.28	11/15/2018
Qtr #4	July 1 - Sept 30	\$ 1,388,502.04	12/6/2018
FY 2018-2019	Oct 1 2018 - Sept 30 2019		
Qtr #1	Oct 1 - Dec 31	\$ 374,492.49	3/20/2019

FDOT Block Grant			
FY Qtr	Billing Date (Qtr)	Billed Amount	Date Approved
FY 2017-2018	Oct 1 2017 - Sept 30 2018		
Qtr #1	Oct 1 - Dec 31	\$ 1,357.77	5/18/2018
Qtr #2	Jan 1 - Mar 31	\$ 161,834.00	6/8/2018
Qtr #3	Apr 1 - Jun 30	\$ 153,334.19	11/15/2018
Qtr #4	July 1 - Sept 30	\$ 155,948.52	12/6/2018
FY 2018-2019	Oct 1 2018 - Sept 30 2019		
Qtr #1	Oct 1 - Dec 31	\$ 134,031.96	3/20/2019

TD Grant					
FY Qtr	Billing Date (Qtr)	Beginning Balance	Billing Amount	Remaining	Date Approved
FY 2018-2019	July 1 2018 - June 30 2019	\$ 26,790.00			
Qtr #1	July 1 - Sept 30		\$ 1,674.38	\$ 25,115.62	10/30/2018
Qtr #2	Oct 1 - Dec 31		\$ 6,228.68	\$ 18,886.94	1/16/2018
Qtr #3	Jan 1 - Mar 31				
Qtr #4	Apr 1 - Jun 30				

FY 17-18 5305d Contract GOV18					
FY Qtr	Billing Date (Qtr)	Beginning Balance	Billing Amount	Remaining	Date Approved
FY 2018-2019	Beginning May 15 2018	\$ 98,223.00			
Invoice #1	May 15 - June 30		\$ 1,606.88	\$ 96,616.12	12/26/2018
Invoice #2	July 1 - Sept 30		\$ 23,262.70	\$ 73,353.42	1/10/2019
Invoice #3	Oct 1 - Dec 31		\$ 22,412.90	\$ 50,940.52	2/5/2019
Invoice #4	Jan 1 - Mar 30				



TO: TPO Board Members

FROM: Derrick Harris, Interim Director

SUBJECT: FTA Fiscal Year 2019 Certifications & Assurances

As a grantee with the Federal Transit Administration (FTA) for public transportation funding, certain pre-award Certifications and Assurances are required.

The purpose of these requirements is to require compliance with applicable federal laws regarding but not limited to:

- Discrimination practices,
- Suspension and debarment,
- Adequate assurance of work completion, and
- lobbying

Should you have any questions regarding the information please contact me in our office at 629-8297.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

This certification appears on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

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

- (a) 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.
- (b) 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.
- (c) 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.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) 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).
- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
 - (1) 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, as effectuated by U.S. DOT regulation 49 C.F.R. Part 21;
 - (2) 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, as effectuated by U.S. DOT regulation 49 C.F.R. Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated

- against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
- (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 C.F.R. Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) 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;
 - (8) Sections 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;
 - (9) 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;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) 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 (“Uniform Act”) (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. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 C.F.R. Part 24.
- (h) 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.
- (i) 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.
- (j) 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.

- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) 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.);
 - (6) 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.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- (l) 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.
- (m) 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.).
- (n) 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.
- (o) 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.
- (p) 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.
- (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 C.F.R. Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 C.F.R. Part 1201.
- (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.

- (s) 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.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

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

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 C.F.R. 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards,” 2 C.F.R. Part 200, particularly 2 C.F.R. §§ 200.317–200.326 “Procurement Standards;

- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 C.F.R. Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 C.F.R. § 180.300. Additionally, each applicant must disclose any information required by 2 C.F.R. § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;
- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

CATEGORY 2. TAX LIABILITY AND FELONY CONVICTIONS.

Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. As prescribed by U.S. DOT Order 4200.6, FTA requires each applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 3. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 C.F.R. § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 C.F.R. Part 20.

3.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 4. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

4.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 C.F.R. § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 C.F.R. Part 604, the terms and conditions of which are incorporated herein by reference.

4.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 C.F.R. § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 C.F.R. § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 C.F.R. § 605.11, the applicant agrees as follows:
 - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 5. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it has, or will develop, a transit asset management plan in compliance with 49 C.F.R. Part 625.

CATEGORY 6. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

6.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 C.F.R. § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 C.F.R. Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 C.F.R. Part 663.

6.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 C.F.R. § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 C.F.R. Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 7. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;

- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 8. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 9. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 10. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant, regardless of whether it is in an urbanized or rural area, will apply for an award under subsection (c) (low or no emission vehicle grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(c)(3).

Making this certification will incorporate by reference the applicable certifications in Category 7 or Category 8.

CATEGORY 11. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 7, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 7 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 7, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 12. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, this certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4).

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 C.F.R. Part 625.

CATEGORY 13. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 7 for the Urbanized Area Formula Grants Program, Category 9 for the Fixed Guideway Capital Investment Grants program, and Category 12 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 7, 9, and 12 by reference.

CATEGORY 14. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 C.F.R. § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 C.F.R. Part 655.

CATEGORY 15. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 C.F.R. §§ 659.43, 672.31, and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 C.F.R. part 659, "Rail Fixed Guideway Systems; State Safety Oversight";
- (b) Compliant with the requirements of 49 C.F.R. part 672, "Public Transportation Safety Certification Training Program"; and
- (c) Compliant with the requirements of 49 C.F.R. part 674, "State Safety Oversight".

CATEGORY 16. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 C.F.R. Part 37, it must make the following certification. This certification is required by 49 C.F.R. § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;

- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 17. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 18. CONSTRUCTION HIRING PREFERENCES.

If the applicant will ask FTA to approve the use of geographic, economic, or any other hiring preference not otherwise authorized by law on any contract or construction project to be assisted with an award from FTA, it must make the following certification. This certification is required by the Consolidated Appropriations Act, 2019, Pub. L. 116-6, div. G, title I, § 191.

The applicant certifies the following:

- (a) That except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the contract requires resides in the jurisdiction;
- (b) That the applicant will include appropriate provisions in its bid document ensuring that the contractor does not displace any of its existing employees in order to satisfy such hiring preference; and

- (c) That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

FTA FISCAL YEAR 2019 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2019 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: _____

The Applicant certifies to the applicable provisions of categories 01–18. _____

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	_____
02 Tax Liability and Felony Convictions	_____
03 Lobbying	_____
04 Private Sector Protections	_____
05 Transit Asset Management Plan	_____
06 Rolling Stock Buy America Reviews and Bus Testing	_____
07 Urbanized Area Formula Grants Program	_____
08 Formula Grants for Rural Areas	_____
09 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
10 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____
11 Enhanced Mobility of Seniors and Individuals with Disabilities Programs	_____
12 State of Good Repair Grants	_____
13 Infrastructure Finance Programs	_____
14 Alcohol and Controlled Substances Testing	_____
15 Rail Safety Training and Oversight	_____
16 Demand Responsive Service	_____
17 Interest and Financing Costs	_____
18 Construction Hiring Preferences	_____

FEDERAL FISCAL YEAR 2019 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE

PAGE

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2019)

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2019, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2019.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name _____ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.