



# TRANSPORTATION PLANNING ORGANIZATION

Marion County Commission  
Auditorium 601 SE 25<sup>th</sup>  
Avenue, Ocala, FL 34471

**January 24, 2019**  
**4:00 PM**

## AGENDA

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

**A. NW 49<sup>th</sup> Street Interchange Project**

*FDOT staff will make a presentation on the proposed design alternatives for the interchange at NW 49<sup>th</sup> Street and I-75.*

**B. TPO Organization, Formation and Modification Procedures provided at the request of the TPO Chairman.**

- 1) TPO Interlocal Agreements Summary
- 2) Potential separation of SunTran from the TPO
- 3) MPO Voting Apportionment

*Staff will provide a summary of the TPO Interlocal Agreements, SunTran agreements and the requirements and procedures regarding MPO voting apportionment.*

**C. TPO Director Search**

*Presentation by Jared Sorenson*

#### **4. ACTION ITEMS**

##### **A. LEGISLATIVE PRIORITIES**

*Each year, the Transportation Planning Organization in coordination with the Florida Metropolitan Planning Organization Advisory Council develops a set of legislative priorities on which to focus for the upcoming legislative cycle. Staff will present the 2019 legislative priorities for review and approval.*

##### **B. ELECTION OF CHAIRMAN AND VICE-CHAIRMAN**

*Each year the TPO is required to elect a chairman and vice-chairman to serve a one-year term. The current chair is Commissioner Moore and Councilwoman Porter-Hanchar is vice-chair.*

##### **C. APPOINTMENT OF REPRESENTATIVES TO CENTRAL FLORIDA MPO ALLIANCE AND MPO ADVISORY COUNCIL**

*On an annual basis, the TPO reviews its delegate members for the Central Florida MPO Alliance and the MPO Advisory Council for appointment or reappointment. Current members of the Central Florida MPO Alliance are Commissioner Stone, Commissioner Livsey, and Councilman Malever and Commissioner Moore to serve as the alternate. Mayor Guinn is the TPO's delegate on the MPO Advisory Council and Commissioner Moore is the alternate.*

##### **D. 2019 Meeting Schedule**

*Staff has provided a proposed meeting schedule for review and approval.*

#### **5. CONSENT AGENDA**

**A. MINUTES – October 23, 2018**

**B. MINUTES -- December 19, 2018**

**C. SUNTRAN BUDGET**

**D. FTA CERTIFICATIONS AND ASSURANCES**

#### **6. COMMENTS BY FDOT**

**A. TENTATIVE 5-YEAR WORK PROGRAM PRESENTATION**

- 7. COMMENTS BY TPO STAFF**
  - A. FINANCIAL BILLING**
  - B. FDOT SPECIFIC CONDITIONS REQUIREMENTS**
- 8. COMMENTS BY TPO MEMBERS**
- 9. PUBLIC COMMENT (Limited to 2 minutes)**
- 10. 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 February 26, 2019.



# **TPO UPDATE**

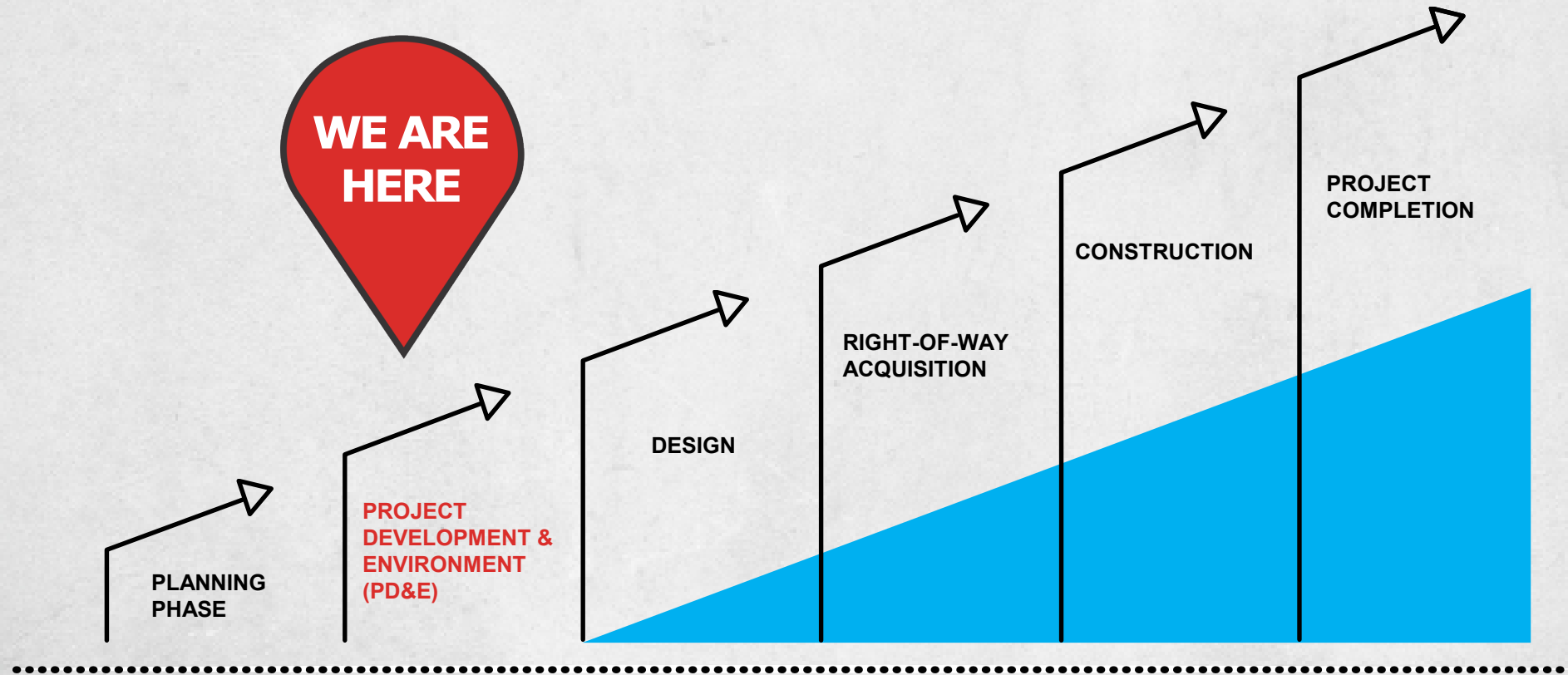
## **I-75 INTERCHANGE AT NW 49<sup>TH</sup> STREET PD&E STUDY**

**JANUARY 24, 2019**

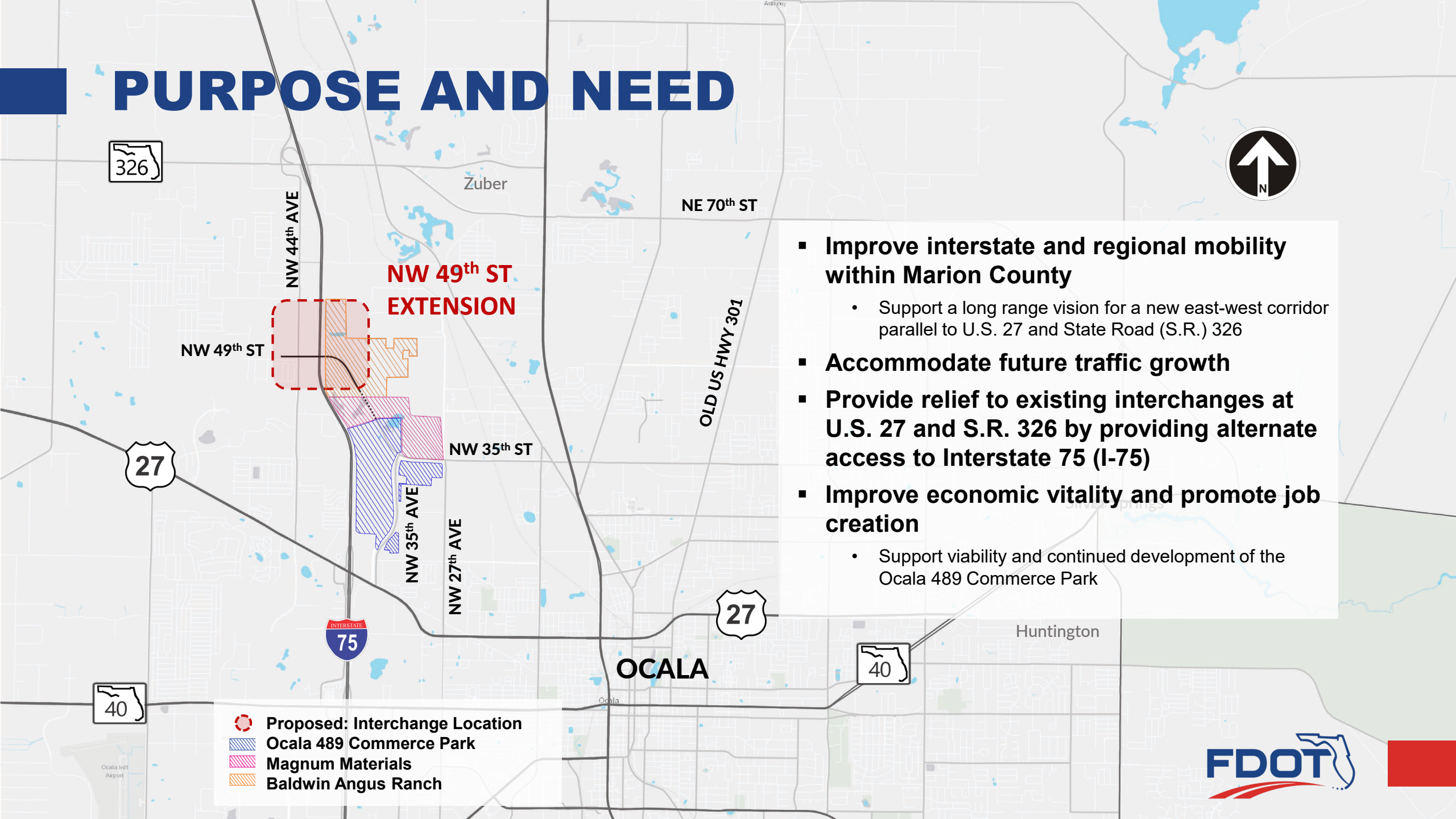


FPID: 435209-1 ETDM: 14242

# WHAT IS A PD&E STUDY?



# PURPOSE AND NEED



- **Improve interstate and regional mobility within Marion County**
  - Support a long range vision for a new east-west corridor parallel to U.S. 27 and State Road (S.R.) 326
- **Accommodate future traffic growth**
- **Provide relief to existing interchanges at U.S. 27 and S.R. 326 by providing alternate access to Interstate 75 (I-75)**
- **Improve economic vitality and promote job creation**
  - Support viability and continued development of the Ocala 489 Commerce Park

- Proposed: Interchange Location
- Ocala 489 Commerce Park
- Magnum Materials
- Baldwin Angus Ranch

# NW 49<sup>th</sup> ST/NW 35<sup>th</sup> ST EXTENSION



## Future East-West Corridor

### Phase 2C

- New I-75 Interchange
- Extension of NW 49<sup>th</sup> Street

### Phase 2B

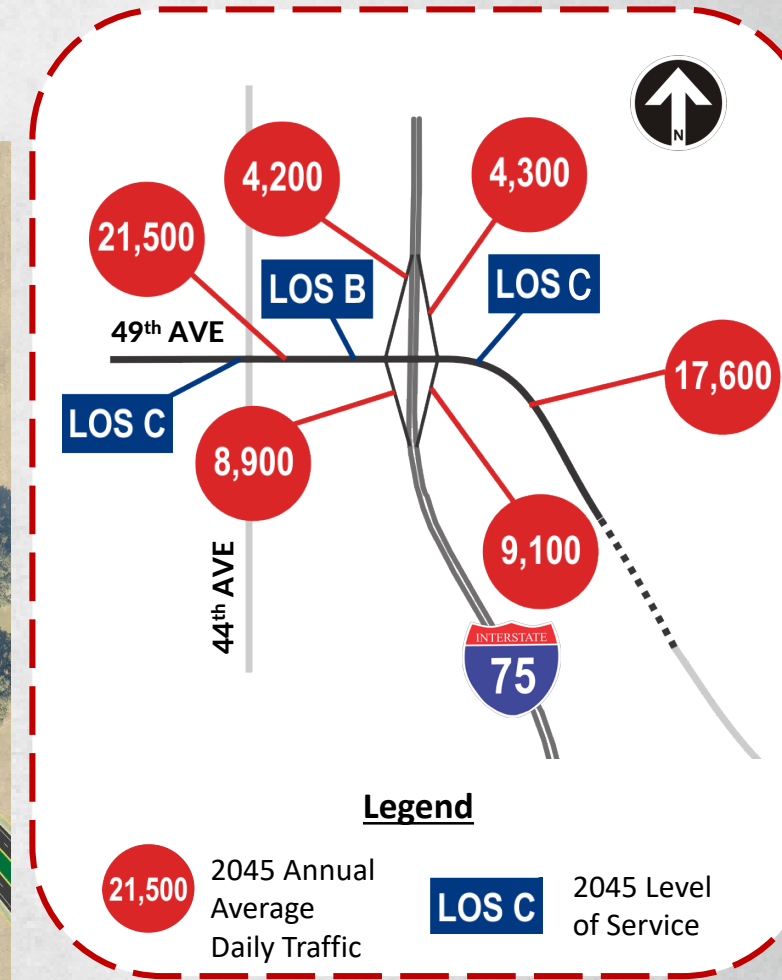
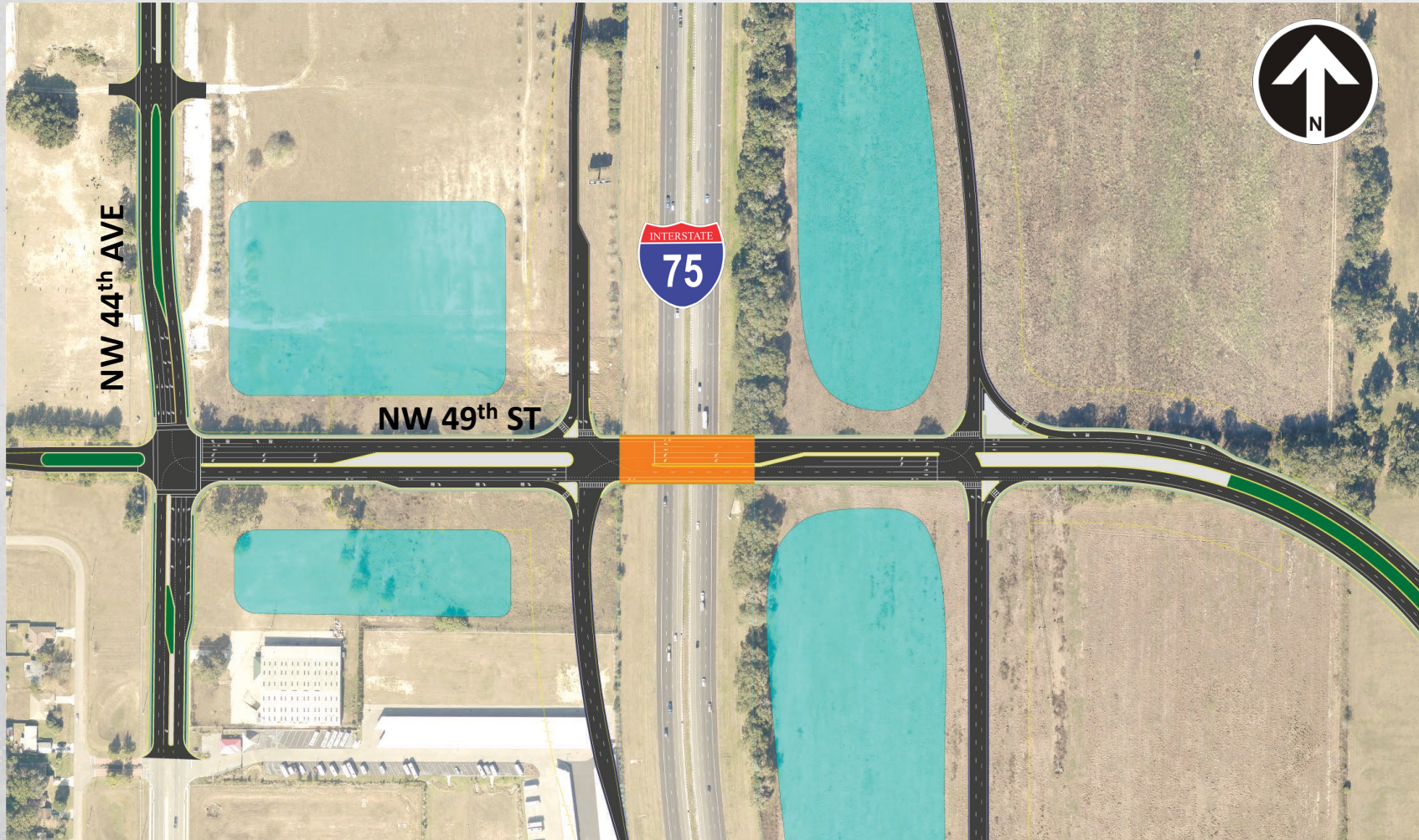
- Extension of NW 35<sup>th</sup> Street to Phase 2C
- Currently in final design by Marion County

- Proposed: Interchange Location
- Ocala 489 Commerce Park
- Magnum Materials
- Baldwin Angus Ranch



# I-75 AT NW 49<sup>th</sup> STREET ALTERNATIVES

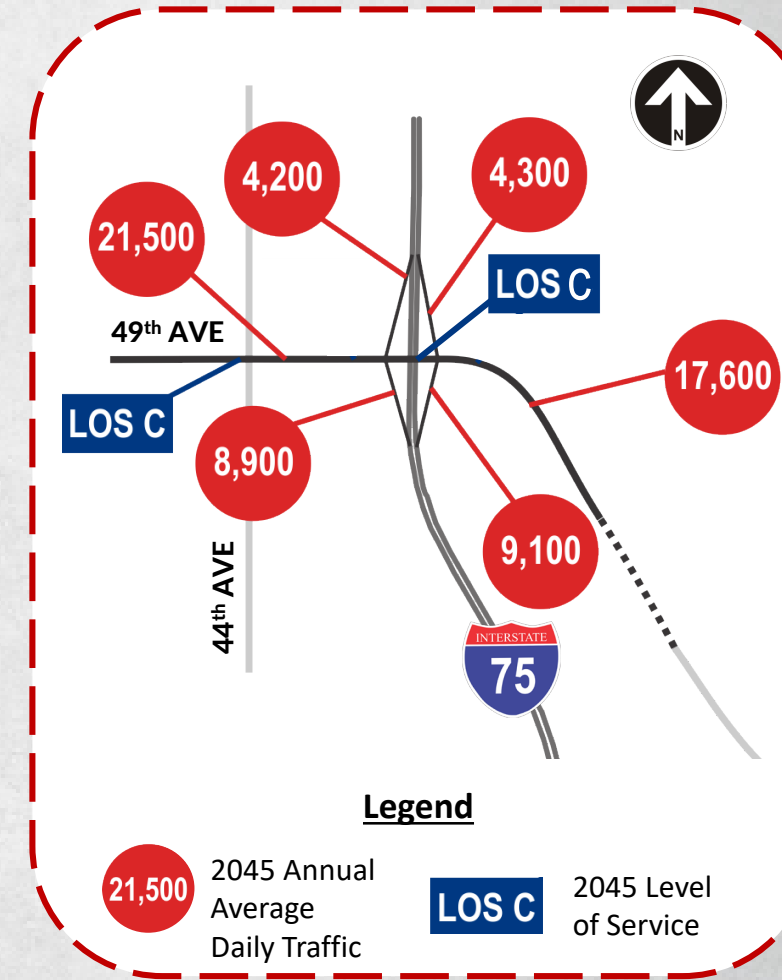
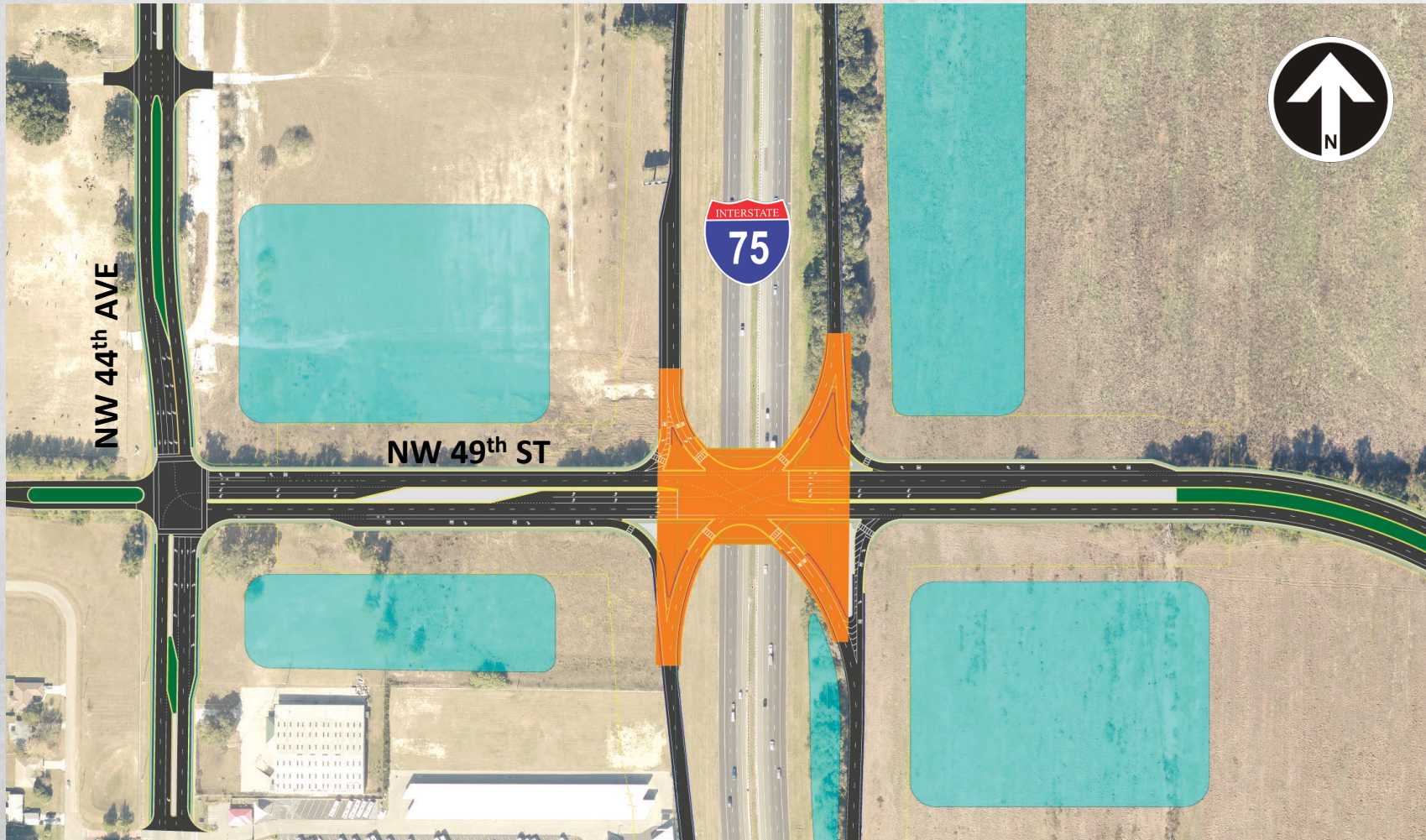
## DIAMOND INTERCHANGE ALTERNATIVE





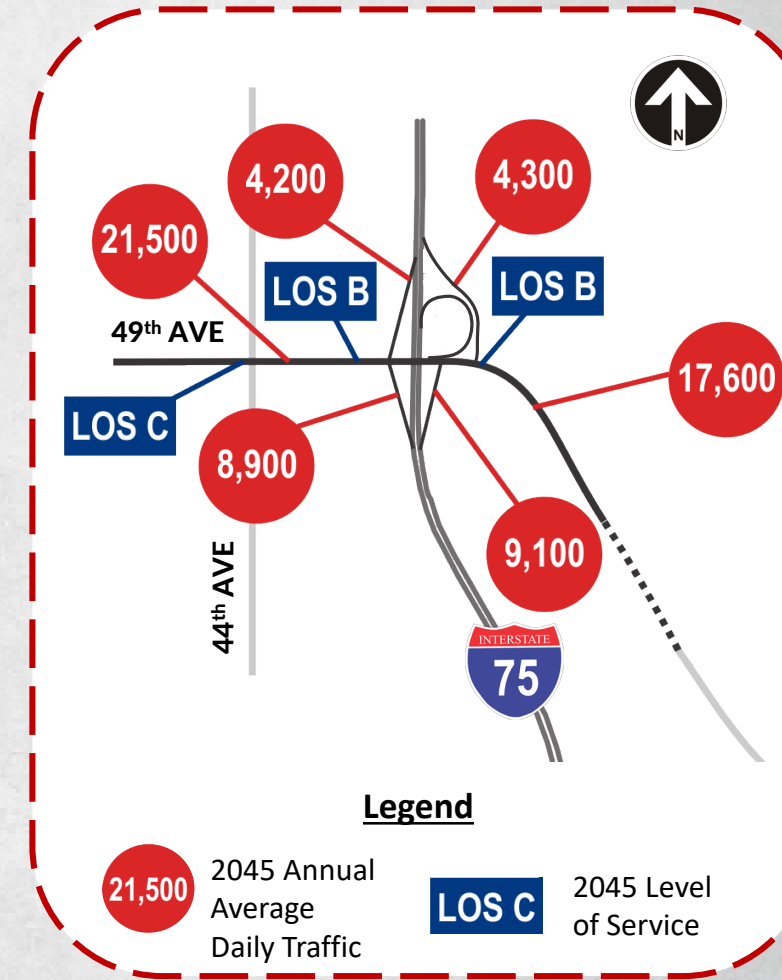
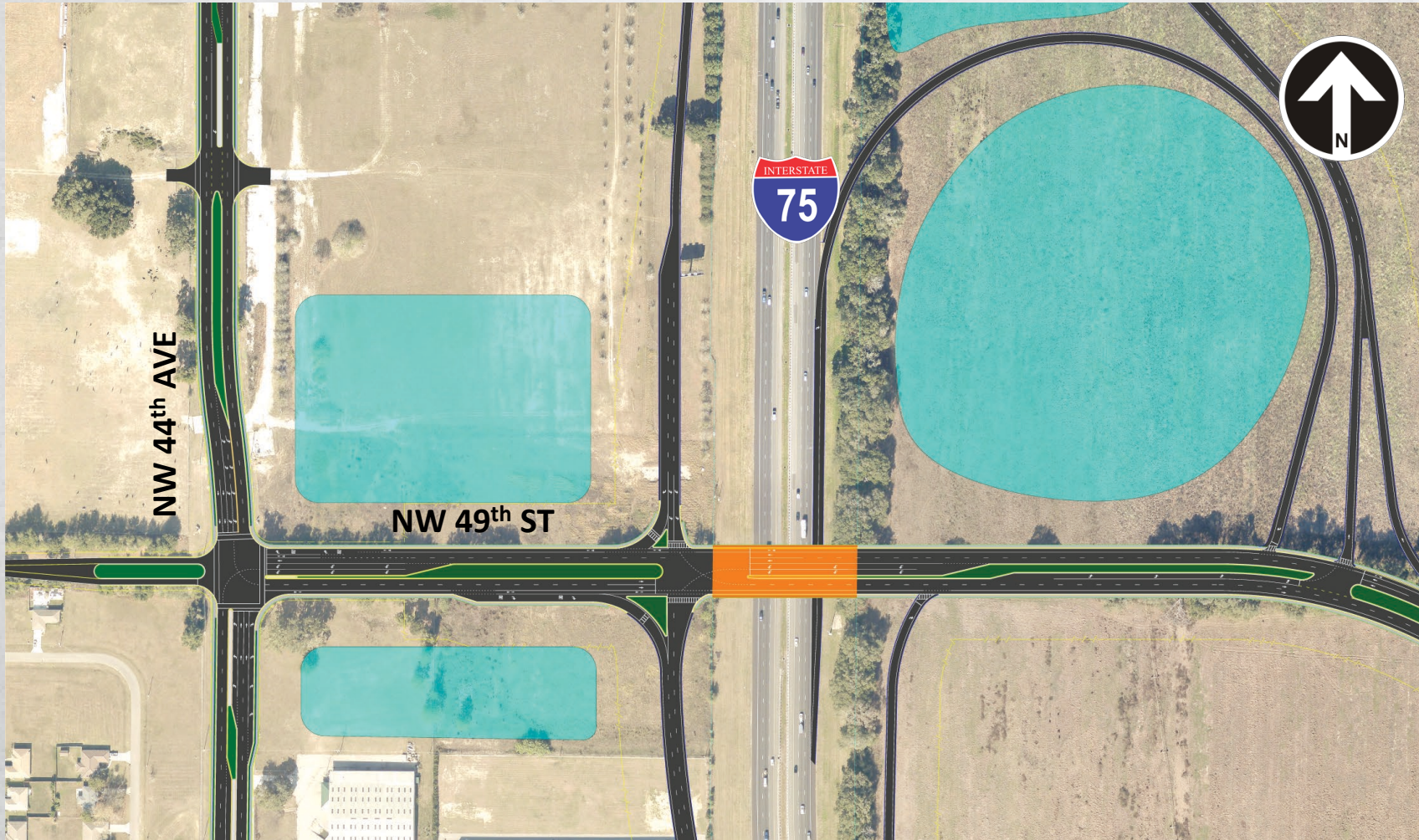
# I-75 AT NW 49<sup>th</sup> STREET ALTERNATIVES

## SINGLE POINT URBAN INTERCHANGE



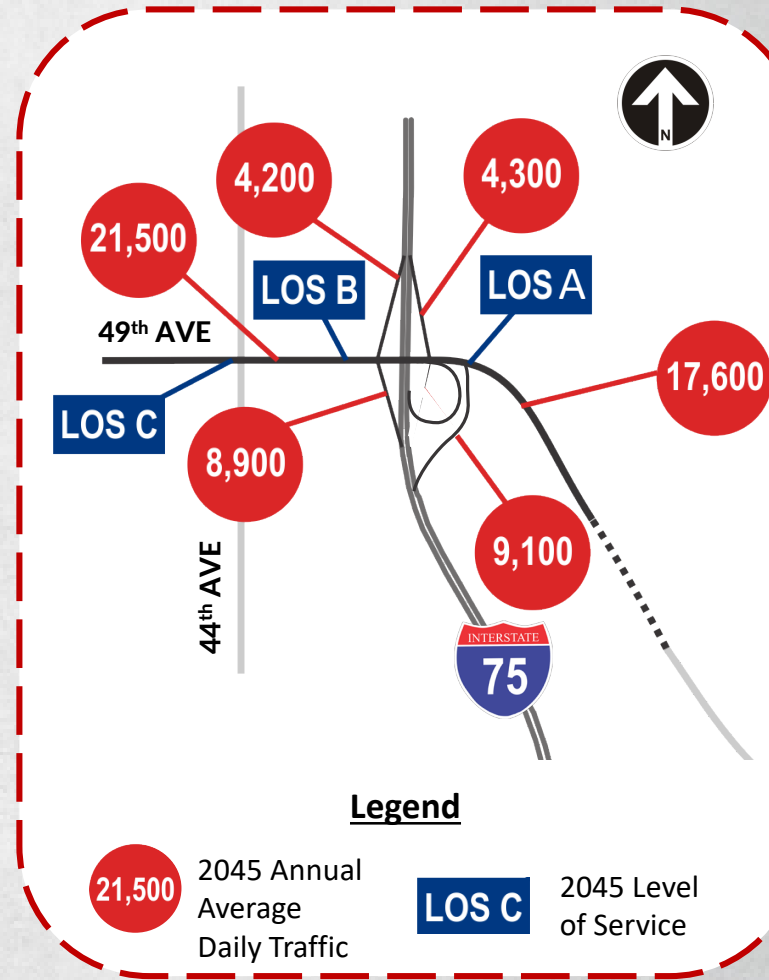
# I-75 AT NW 49<sup>th</sup> STREET ALTERNATIVES

## PARTIAL CLOVERLEAF NORTH EAST



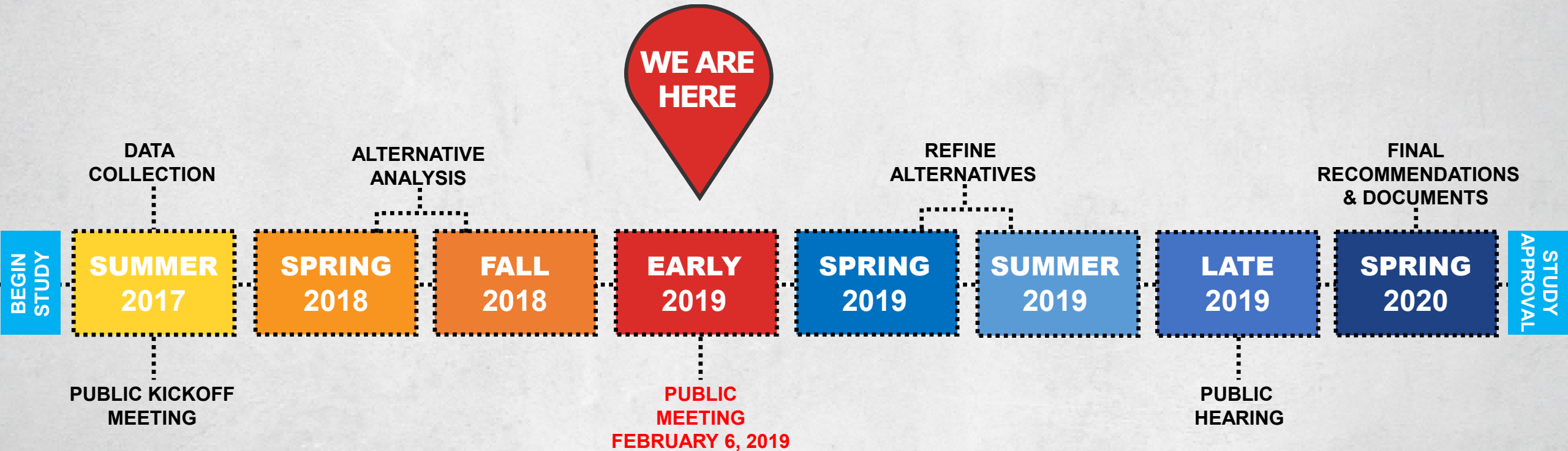
# I-75 AT NW 49<sup>th</sup> STREET ALTERNATIVES

## PARTIAL CLOVERLEAF SOUTH EAST



# NEXT STEPS

## FURTHER REFINE AND EVALUATE DESIGN ALTERNATIVES



**THANK YOU**





January 16, 2019

**TO:** TPO Board Members

**FROM:** Michael Daniels, Director

**SUBJECT:** TPO Interlocal Agreements

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Per the TPO Chairman's request I have attached the following TPO related interlocal agreements and the City of Ocala Staff Services Agreement:

1. **Interlocal Agreement for the Creation of the Metropolitan Planning Organization (6/21/16)**
  2. **FHWA: Metropolitan Planning Organization Agreement (6/6/18)**
  3. **FTA 5305(d): Public Transportation Joint Planning Agreement (5/15/18)**
  4. **FTA 5307: Public Transportation Joint Planning Agreement (12/4/14)**
  5. **Sun Tran Interlocal Agreement (10/17/17)**
  6. **City of Ocala and the Ocala/Marion County Transportation Planning Organization Staff Services Agreement (5/24/16)**
  7. **Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement (10/3/17)**
  8. **Bylaws of the Ocala/Marion County TPO (5/25/2004)**
- 
1. **Interlocal Agreement for the Creation of the Metropolitan Planning Organization:** The interlocal agreement is a standard document drafted specifically to address the metropolitan transportation planning requirements identified in Federal and State law and regulations. The parties to this interlocal agreement shall be FDOT and the governmental entities designated by the Governor for MPO membership, including nonvoting members. [s.339.175(2)(b), F.S.]
  2. **Metropolitan Planning Organization Agreement:**  
The purpose of this Agreement is for pass through financial assistance through the Department in the form of FHWA funds to the MPO for the completion of transportation related planning activities which FHWA funds will be provided and set forth the manner in which work tasks and subtasks within the UPWP will be undertaken and completed.

*Cooperative and comprehensive planning for our transportation needs*  
*Marion County • City of Belleview • City of Dunnellon • City of Ocala*  
121 S.E. Watula Avenue • Ocala, Florida 34471  
Telephone: (352) 629-8297 • Fax: (352) 629-8240 •  
[www.ocalamariontpo.org](http://www.ocalamariontpo.org)

administrative and program requirements that must be met to receive State funds for FTA match purposes regarding 5305D funds.

**3. Public Transportation Joint Planning Agreement 5305(d):**

To participate in transit related task elements of the Ocala / Marion TPO Unified Planning Work Program using pass through funds from the Federal Transit Administration (FTA). The MPO shall ensure adherence to the federal requirements documented in FTA Circular 8100.1a.

**4. Public Transportation Joint Planning Agreement 5307:**

To provide State Public Transit Block Grant funding for eligible transit administration and operating assistance for fixed route service in the urbanized areas of Marion County, Florida. The state block grant comprises the state share of the eligible capital and operating costs of the public bus transit system. This agreement is between FDOT and the City of Ocala.

**5. Sun Tran Interlocal Agreement:**

The purpose of this agreement is to provide for fixed route 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 service will be provided.

**6. City of Ocala/Ocala Marion TPO Staff Services Agreement:**

This agreement is to provide for professional services to carry out the terms of the Metropolitan Planning Organization Agreement.

**7. Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement (ICAR):**

The agreement describes the process for coordination and how transportation planning is a part of the comprehensive planned development of the metropolitan area. This agreement also defines the process for the fulfilling the clearinghouse requirements for federally funded activities.

**8. Bylaws of the Ocala/Marion TPO:**

Representatives of Marion County, the cities of Belleview, Dunnellon, and Ocala, the Florida Department of Transportation, and the United States Department of Transportation shall be involved in the transportation planning process by the establishment of a TPO. Its purpose shall be to provide effective leadership in the initiation and development of transportation plan, programs and strategies.

Should you have any questions regarding these agreements please contact me at 629-8297.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**INTERLOCAL AGREEMENT FOR CREATION OF THE  
METROPOLITAN PLANNING ORGANIZATION**

525-010-01  
POLICY PLANNING  
OGC- 03/13  
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THIS INTERLOCAL AGREEMENT for the formation of a Metropolitan Planning Organization is made and entered into on this 21st day of June 2016 by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTY OF MARION; and the CITIES OF BELLEVIEW, DUNNELLON AND OCALA, collectively known as "the parties."

**RECITALS**

WHEREAS, the federal government, under the authority of Title 23 United States Code (USC) §134 and Title 49 USC §5303, requires each metropolitan area, as a condition for the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area;

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

WHEREAS, Title 23 USC §134 and Title 49 USC §§5303-5305, as amended by the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21) 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 Titles 23 USC §134(d), 49 USC §5303, 23 CFR §450.310(b), and Section 339.175(2), F.S., a determination has been made by the Governor and units of general purpose local government representing at least 75 percent of the affected population (including the largest incorporated city, based on population as named by the Bureau of Census) in the urbanized area to designate a Metropolitan Planning Organization;

WHEREAS, pursuant to this Interlocal Agreement, the parties wish to collectively participate in the metropolitan planning process as the Ocala-Marion County Transportation Planning Organization, located at 121 SE Watula Avenue, Ocala, FL 34471, for the entirety Ocala Urbanized Area and the portions of the Lady Lake-The Villages and the Homosassa Springs-Beverly Hills-Citrus Springs Urbanized Area lying within the Ocala Metropolitan Statistical Area (MSA), herein after referred to as the Transportation Planning Organization or the TPO. Further, the parties approved by unanimous vote an apportionment and boundary plan for presentation to the Governor on 28<sup>th</sup> day of May 2013;

WHEREAS, pursuant to Section 339.175(4), F.S., the Governor, by letter dated the 13<sup>th</sup> day of February 2014, approved the apportionment and boundary plan submitted by the TPO;

WHEREAS, pursuant to Title 23 CFR §450.314(a), and Section 339.175(10), F.S., an agreement must be entered into by the Department, the TPO, and the governmental entities and public transportation operators to identify the responsibility of each party for cooperatively carrying out a comprehensive transportation planning process;

WHEREAS, this Interlocal Agreement is required to create the Metropolitan Planning Organization and delineate the provisions for operation of the TPO;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with Section 339.175(10), F.S.;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with statutory requirements set forth in Section 163.01, F.S., relating to Interlocal Agreements; and

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  
RECITALS; DEFINITIONS**

Section 1.01. Recitals. Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Interlocal Agreement.



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**INTERLOCAL AGREEMENT FOR CREATION OF THE  
METROPOLITAN PLANNING ORGANIZATION**

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

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

Department means and refers 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.

FTA means and refers to the Federal Transit Administration.

Long Range Transportation Plan (LRTP) is the 20-year transportation planning horizon which includes transportation facilities; identifies 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(c), Title 49 USC §5303, Title 23 CFR §450.322, and Section 339.175(7), F.S.

Metropolitan Planning Area means and refers to the planning area determined by agreement between the TPO and the Governor for the urbanized area containing at least a population of 50,000 as described in Title 23 USC §134(b)(1), Title 49 USC §5303, and Section 339.175(2)(c) and (d), 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.

TPO means and refers to the Metropolitan Planning Organization formed pursuant to this Interlocal Agreement as described in 23 USC §134(b)(2), 49 USC §5303, and Section 339.175(1), F.S.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long Range Transportation Plan, developed pursuant to 23 USC §134(j), 49 USC §5303, 23 CFR §450.324 and Section 339.175(8), F.S.

Unified Planning Work Program (UPWP) is the 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 metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, all as required by 23 CFR §450.308, and Section 339.175(9), F.S.

**ARTICLE 2  
PURPOSE**

Section 2.01. General Purpose. The purpose of this Interlocal Agreement is to establish the TPO and recognize the boundary and apportionment approved by the Governor. This Interlocal Agreement shall serve:

- (a) To assist in the development of transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and goods within and through this metropolitan planning area and minimize, to the maximum extent feasible for transportation-related fuel consumption and air pollution;
- (b) To develop transportation plans and programs, in cooperation with the Department, which plans and programs provide for the development of transportation facilities that will function as a multi-modal and intermodal transportation system for the metropolitan planning area;
- (c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan planning area in cooperation with the Department;
- (d) To assure eligibility for the receipt of federal capital and operating assistance pursuant to Title 23 USC §134 and Title 49 USC §§5303, 5304, 5305, 5307, 5309, 5310, 5311, 5314, 5326, 5337 and 5339, 5340; and

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- (e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by federal, state and local laws.

Section 2.02. Major TPO Responsibilities. The TPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are parties to this Interlocal Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The LRTP;
- (b) The TIP;
- (c) The UPWP;
- (d) Incorporating performance goals, measures, and targets into the process of identifying and selecting needed transportation improvements and projects;
- (e) A congestion management process for the metropolitan area and coordinated development of all other transportation management systems required by state or federal law;
- (f) Assisting the Department in mapping transportation planning boundaries required by state or federal law;
- (g) Supporting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and
- (h) Performing such other tasks required by state or federal law.

Section 2.03. Coordination with the Department and Consistency with Comprehensive Plans. Chapter 334, F.S., grants broad authority for the Department's role in transportation. Section 334.044, F.S., includes the legislative intent declaring that the Department shall be responsible for coordinating the planning of a safe, viable, and balanced state transportation system serving all regions of the State. Section 339.155, F.S., requires the Department to develop a statewide transportation plan, which considers, to the maximum extent feasible, strategic regional policy plans, TPO plans, and approved local government comprehensive plans. Section 339.175(5), F.S., specifies the authority and responsibility of the TPO and the Department to manage a continuing, cooperative, and comprehensive transportation planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, F.S., the parties to this Interlocal Agreement acknowledge that decisions made by the TPO will be coordinated with the Department. All parties to this Interlocal Agreement acknowledge that actions taken pursuant to this Interlocal Agreement will be consistent with local government comprehensive plans.

**ARTICLE 3  
TPO ORGANIZATION AND CREATION**

Section 3.01. Establishment of TPO. The TPO for the metropolitan planning area as described in the membership apportionment plan approved by the Governor is hereby created and established pursuant to this Interlocal Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this Metropolitan Planning Organization shall be the TPO.

Section 3.02. TPO to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Interlocal Agreement, the TPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.03. Governing board to act as policy-making body of TPO. The governing board established pursuant to Section 4.01 of this Interlocal Agreement shall act as the policy-making body for the TPO, and will be responsible for coordinating the cooperative decision-making process of the TPO's actions, and will take required actions as the TPO.

Section 3.04. Data, reports, records, 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,

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records, contracts, and other documents in its possession relating to the TPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

Section 3.05. Rights of review. All parties to this Interlocal Agreement and the affected federal funding agencies (e.g., FHWA, FTA, and FAA) shall have the rights of technical review and comment on TPO's projects.

**ARTICLE 4  
COMPOSITION; MEMBERSHIP; TERMS OF OFFICE**

Section 4.01. Composition and membership of governing board.

- (a) The membership of the TPO shall consist of 12 voting members and 1 non-voting advisor(s). The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows:

**Voting Members**

Marion County	5 seats
City of Ocala	5 seats
City of Belleview	1 seat
City of Dunnellon	1 seat
<hr/>	
Total	12 seats

**Non-voting advisor**

FDOT District V Secretary (or designee)

- (b) All voting representatives shall be elected officials of general purpose local governments, one of whom may represent a group of general-purpose local governments through an entity created by the TPO for that purpose. The TPO may include, as part of its apportioned voting membership, a member of a statutorily authorized planning board or an official of an agency that operates or administers a major mode of transportation. All individuals acting as a representative of the governing board of the county, a city, or authority shall first be selected by said governing board.
- (c) In the event that a governmental entity that is a member of the TPO fails to fill an assigned appointment to the TPO within sixty days after notification by the Governor of its duty to appoint a representative, the appointment shall then be made by the Governor from the eligible individuals of that governmental entity.

Section 4.02. Terms. The term of office of members of the TPO shall be four years. The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four year terms.

**ARTICLE 5  
AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES**

Section 5.01. General authority. The TPO shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive transportation planning process as specified in Section 339.175(5) and (6), F.S.

Section 5.02. Specific authority and powers. The TPO shall have the following powers and authority:

- (a) As provided in Section 339.175(6)(g), F.S., the TPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies;

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- (b) As provided in Section 163.01(14), F.S., the TPO may enter into contracts for the performance of service functions of public agencies;
- (c) As provided in Section 163.01(5)(j), F.S., the TPO may acquire, own, operate, maintain, sell, or lease real and personal property;
- (d) As provided in Section 163.01(5)(m), F.S., the TPO may accept funds, grants, assistance, gifts or bequests from local, state, and federal resources;
- (e) The TPO may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable local and state laws, rules and regulations; and
- (f) The TPO shall have such powers and authority as specifically provided in Section 163.01 and Section 339.175(5) and (6), F.S., and as may otherwise be provided by federal or state law.

Section 5.03. Duties and responsibilities. In addition to those duties and responsibilities set forth in Article 2, the TPO shall have the following duties and responsibilities:

- (a) As provided in Section 339.175(6)(d), F.S., the TPO shall create and appoint a technical advisory committee;
- (b) As provided in Section 339.175(6)(e), F.S., the TPO shall create and appoint a citizens' advisory committee;
- (c) As provided in Section 163.01(5)(o), F.S., the TPO shall be liable for any liabilities incurred by the TPO, and the TPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, , the approval of settlements of claims by its governing board, or in any other manner agreed upon by the TPO. Nothing contained herein shall constitute a waiver by any party of its sovereign immunity or the provisions of section 768.28, F.S.
- (d) As provided in Section 339.175(9), F.S., the TPO shall establish an estimated budget which shall operate on a fiscal year basis consistent with any requirements of the UPWP;
- (e) The TPO, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by Title 23 CFR Parts 420 and 450, and Title 49 CFR Part 613, Subpart A, and consistent with Chapter 339, F.S., and other applicable state and local laws;
- (f) As provided in Section 339.175(10)(a), F.S., the TPO shall enter into agreements with the Department, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;
- (g) Perform such other tasks presently or hereafter required by state or federal law;
- (h) Execute certifications and agreements necessary to comply with state or federal law; and
- (i) Adopt operating rules and procedures.

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**ARTICLE 6  
FUNDING; INVENTORY REPORT; RECORD-KEEPING**

Section 6.01. Funding. The Department shall allocate to the TPO for performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds consistent with the approved planning funds formula.

Section 6.02. Inventory report. The TPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all nonexpendable tangible property acquired pursuant to funding under this Interlocal Agreement. This shall be done in accordance with the requirements of Title 23 CFR Part 420, Subpart A, Title 49 CFR Part 18, Subpart C, and all other applicable federal regulations.

Section 6.03. Record-keeping and document retention. The Department and the TPO shall prepare and retain all records in accordance with federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, 49 CFR §18.42, and Chapter 119, F.S.

Section 6.04 Compliance with laws. All parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement. Specifically, if a party is acting on behalf of a public agency the party shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the party.
- (b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the party upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

**ARTICLE 7  
MISCELLANEOUS PROVISIONS**

Section 7.01. Constitutional or statutory duties and responsibilities of parties. This Interlocal Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Interlocal 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 Interlocal Agreement or any legal or administrative entity created or authorized by this Interlocal Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 7.02. Amendment of Interlocal Agreement. Amendments or modifications of this Interlocal Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Interlocal Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the TPO without approval by the Governor.

Section 7.03. Duration; withdrawal procedure.

- (a) Duration. This Interlocal Agreement shall remain in effect until terminated by the parties to this Interlocal Agreement. The Interlocal Agreement shall be reviewed by the parties at least every five years, concurrent with the decennial census, and/or concurrent with a new Federal Reauthorization bill, and updated as necessary.

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**INTERLOCAL AGREEMENT FOR CREATION OF THE  
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- (b) Withdrawal procedure. Any party, except Marion County and the City of Ocala, as the United States Bureau of the Census designated largest incorporated city, may withdraw from this Interlocal Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Interlocal Agreement and the TPO, at least 90 days prior to the intended date of withdrawal. Upon receipt of the intended notice of withdrawal:
- (1) The withdrawing member and the TPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories to this Interlocal Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located; and
  - (2) The TPO shall contact The Office of the Governor and the Governor, with the agreement of the remaining members of the TPO, shall determine whether any reapportionment of the membership is appropriate. The Governor and the TPO shall review the previous TPO designation, applicable federal, state and local law, and TPO rules for appropriate revision. In the event that another entity is to be afforded membership in the place of the member withdrawing from the TPO, the parties acknowledge that pursuant to Title 23 CFR §450.310(l)(2), adding membership to the TPO does not automatically require redesignation of the TPO. In the event that a party who is not a signatory to this Interlocal Agreement is afforded membership in the TPO, membership shall not become effective until this Interlocal Agreement is amended to reflect that the new member has joined the TPO.

Section 7.04. Notices. All notices, demands and correspondence required or provided for under this Interlocal Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

Chairman  
Marion County Board of County Commissioners  
601 SE 25<sup>th</sup> Avenue  
Ocala, FL 34471

Mayor  
City of Belleview  
5343 SE Abshier Blvd  
Belleview, FL 34420

Mayor  
City of Dunnellon  
20750 River Drive  
Dunnellon, FL 34431

Council President  
City of Ocala  
110 SE Watula Avenue  
Ocala, FL 34471

District Secretary  
FDOT District V  
719 South Woodland Blvd  
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 7.05. Interpretation.

- (a) Drafters of the Interlocal Agreement. The Department and the members of the TPO were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Interlocal Agreement and in choice of wording. Consequently, no provision should be more strongly construed against any party as drafter of this Interlocal Agreement.
- (b) Severability. Invalidation of any one of the provisions of this Interlocal Agreement or any part, clause or word, or the application thereof in specific circumstances, by 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.

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- (c) Rules of construction. In interpreting this Interlocal 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 7.06. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Interlocal Agreement by any party hereto, each party shall bear its own costs and attorney's fees in connection with such proceeding.

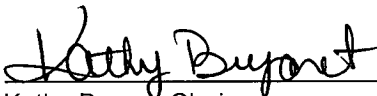
Section 7.07. Interlocal Agreement execution; Use of counterpart signature pages. This Interlocal Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 7.08. Effective date; Cost of recordation.

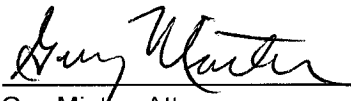
- (a) Effective date. This Interlocal Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.
- (b) Recordation. The TPO hereby agrees to pay for any costs of recordation or filing of this Interlocal Agreement in the Office of the Circuit Court for each county in which a party is hereto located. The recorded or filed original, or any amendment, shall be returned to the TPO for filing in its records.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated TPO.

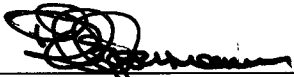
**Marion County Board of County Commissioners**



Kathy Bryant, Chairperson  
Marion County Commission



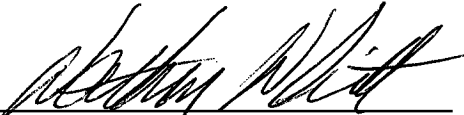
Guy Minter, Attorney  
Marion County

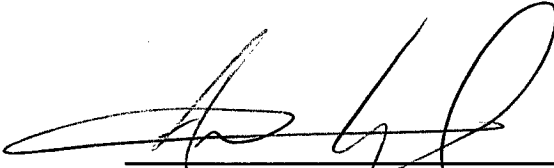



Attest: David R. Allspermann  
Marion County Clerk of the Circuit Court

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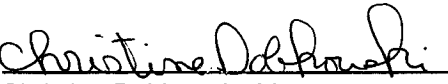
**City of Dunnellon**

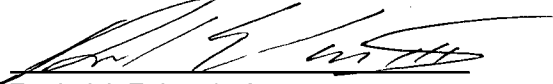
  
Nathan Whitt, Mayor  
City of Dunnellon 6-13-16


  
Andrew J. Hand, Attorney  
City of Dunnellon 6-13-16.

  
Attest: Dawn M. Bowne  
City Clerk, City of Dunnellon 6-13-16

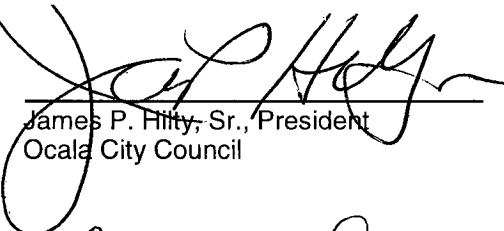
**City of Belleview**

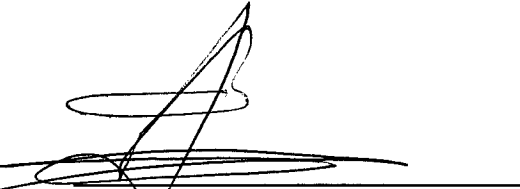
  
Christine Dobkowski, Mayor  
City of Belleview

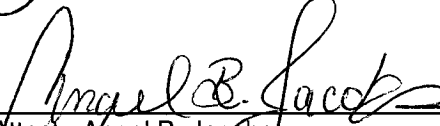
  
Frederick E. Landt, Attorney  
City of Belleview

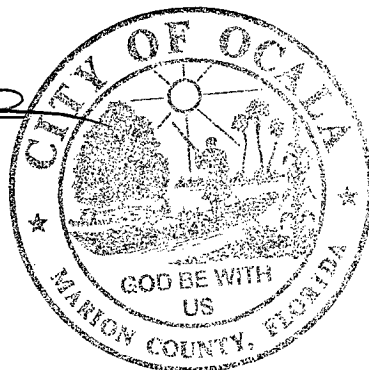
  
Attest: Sandi McKamey  
City Clerk, City of Belleview

**CITY OF OCALA**

  
James P. Hilty, Sr., President  
Ocala City Council

  
Pat Gilligan, Attorney  
City of Ocala

  
Attest: Angel B. Jacobs  
City Clerk, City of Ocala

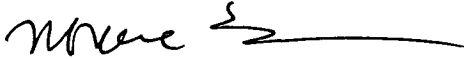


**ACCEPTED BY CITY COUNCIL**  
June 21, 2016  
DATE  
**OFFICE OF THE CITY CLERK**

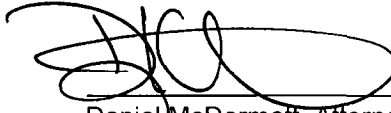


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**FLORIDA DEPARTMENT OF TRANSPORTATION**



Noranne Downs, Secretary  
Florida Department of Transportation  
District V



Daniel McDermott, Attorney  
Florida Department of Transportation  
District V

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**METROPOLITAN PLANNING ORGANIZATION AGREEMENT**

Financial Project No.: <u>439331-2-14-01</u> _____ (item-segment-phase-sequence) Contract No.: <u>GDW4D</u> _____ CFDA Number & Title: <u>20.205</u> _____	Fund: <u>PL</u> _____ Function: <u>615</u> _____ Federal Award Identification No. (FAIN): <u>0314-056-M</u> _____ MPO DUNS No.: <u>0559474280000</u> _____	FLAIR Approp.: <u>088854</u> _____ FLAIR Obj.: <u>780000</u> _____ Org. Code: <u>5505200532</u> _____ Vendor No.: <u>F596000392011</u> _____
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THIS METROPOLITAN PLANNING ORGANIZATION AGREEMENT (Agreement) is made and entered into on this 6 day of June 2018, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION (Department), an agency of the State of Florida, whose address is Office of the District Secretary, 719 S. Woodland Boulevard, DeLand, FL 32720 and the Ocala/Marion County Transportation Planning Organization (MPO), whose address is 201 SE 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, Ocala, FL 34471, and whose Data Universal Numbering System (DUNS) Number is: 0559474280000 (collectively the "parties").

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

1. **Authority:** The MPO and the Department have authority to enter into this Agreement pursuant to 23 U.S.C. 134, 23 Code of Federal Regulations (CFR or C.F.R.) §450 and Section 339.175, Florida Statutes (F.S.), which, require the Department and the MPO to enter into an agreement clearly identifying the responsibilities for cooperatively carrying out the Federal Highway Administration (FHWA) portion of the Metropolitan Planning Process and accomplishing the transportation planning requirements of state and federal law.
2. **Purpose of the Agreement:** The purpose of this Agreement is to pass through financial assistance through the Department in the form of FHWA funds to the MPO for the completion of transportation related planning activities set forth in the Unified Planning Work Program (UPWP) of the MPO (Project), state the terms and conditions upon which FHWA funds will be provided, and set forth the manner in which work tasks and subtasks within the UPWP will be undertaken and completed. The Project is more fully described in the UPWP, which is attached and incorporated into this Agreement as Exhibit "A".
3. **Scope of Work:** The UPWP, Exhibit "A", constitutes the Scope of Work for this Agreement.
4. **Project Cost:** The total budgetary ceiling for the Project is \$1,306,426. The budget, including tasks, is summarized below and detailed in the UPWP, Exhibit "A". The budget may be modified by mutual agreement as provided for in paragraph 7, Amendments.

The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. No work shall begin before the Agreement is fully executed and a "Letter of Authorization" is issued by the Department. The total of all authorizations shall not exceed the budgetary ceiling established for this agreement and shall be completed within the term of this Agreement:

FINANCIAL PROJECT NO.	AMOUNT
439331-2-14-01 (PL)	\$1,306,426

5. **Term of Agreement:** This Agreement shall have a term of two (2) years. This Agreement shall begin on the later of July 1, 2018 or the date the Agreement is fully executed, whichever is later and expire on June 30, 2020. If the Agreement is fully executed after July 1, 2018, then the term of the Agreement shall be less than two (2) years and the Agreement shall expire on June 30, 2020. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

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6. **Renewals and Extensions:** This Agreement shall not be renewed or extended.
7. **Amendments:** Amendments may be made during the term of this Agreement. Any amendment must be in writing and signed by both parties with the same formalities as the original Agreement.

**A. Modifications versus Amendments to the UPWP:** Modifications and amendments to the UPWP budget may occur periodically. Modifications shall not increase the FHWA approved UPWP final total budget or change the scope of the FHWA approved work tasks. If the MPO makes a modification to the UPWP budget, then the MPO shall immediately send any such modifications to the Department. The Department will then forward the modifications to FHWA. Each budget category subtotal and individual line item costs contained in this Agreement are only estimates. The total budgetary ceiling cannot be exceeded, but shifts between budget categories and budget line items are acceptable and shall not require an amendment of the UPWP or this Agreement. Changes in the scope of an approved work task, the addition or deletion of an approved work task, or changes altering the total funding of an FHWA approved UPWP shall be considered amendments to the UPWP. Amendments to the UPWP must be approved by FHWA. Proposed amendments to the UPWP shall be filed with the Department. Within a reasonable amount of time, the Department shall review and transmit the proposed UPWP amendment and supporting documents to the FHWA with a recommendation for approval or denial. Transmittal of the proposed UPWP amendment and supporting documents to FHWA may be delayed by the Department due to the MPO failing to include all documentation required for the UPWP amendment. The Department shall immediately forward to the MPO all correspondence that the Department receives from FHWA with regard to the proposed UPWP amendment. If FHWA approves the amendment to the UPWP then this Agreement and supporting documentation must be amended immediately following such approval.

**8. General Requirements:**

- A. The MPO shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, the Interlocal Agreement establishing the MPO, and all applicable laws.
- B. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the MPO in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in Project costs in part or in total. Any determination by the Department made pursuant to this section of the Agreement is subject to the conflict and dispute resolution process set forth in Section 14 of this Agreement.
- C. The MPO's financial management system must comply with the requirements set forth in 2 CFR §200.302, specifically:
- i. Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received.
  - ii. Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in §§200.327 Financial reporting and 200.328 Monitoring and reporting program performance.
  - iii. Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
  - iv. Effective control over, and accountability for, all funds, property, and other assets.
  - v. Comparison of expenditures with budget amounts for each Federal award.
  - vi. Written procedures to implement the requirements of §200.305 Payment.
  - vii. Written procedures for determining the allowability of costs in accordance with Subpart E—Cost Principles of this part and the terms and conditions of the Federal award.

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**9. Compensation and Payment:**

- A. The Department shall reimburse the MPO for costs incurred to perform services satisfactorily during a monthly or quarterly period in accordance with Scope of Work, Exhibit "A". Reimbursement is limited to the maximum amount authorized by the Department. The MPO shall submit a request for reimbursement to the Department on a quarterly or monthly basis. Requests for reimbursement by the MPO shall include an invoice, an itemized expenditure report, and progress report for the period of services being billed that are acceptable to the Department. The MPO shall use the format for the invoice, itemized expenditure report and progress report that is approved by the Department. The MPO shall provide any other data required by FHWA or the Department to justify and support the payment requested.
- B. Pursuant to Section 287.058, Florida Statutes, the MPO shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described in Exhibit "A".
- C. Invoices shall be submitted by the MPO in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Grant Manager prior to payments.
- D. The Department will honor requests for reimbursement to the MPO for eligible costs in the amount of FHWA funds approved for reimbursement in the UPWP and made available by FHWA. The Department may suspend or terminate payment for that portion of the Project which FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid. In regard to eligible costs, whichever requirement is more strict between federal and State of Florida requirements shall control. Any determination by the Department made pursuant to this section of the Agreement is subject to the conflict and dispute resolution process set forth in Section 14 of this Agreement.
- E. Supporting documentation must establish that the deliverables were received and accepted in writing by the MPO and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in the UPWP, Exhibit "A", was met. All costs charged to the Project, including any approved services contributed by the MPO or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- F. Bills for travel expenses specifically authorized in this Agreement shall be documented on the Department's Contractor Travel Form No. 300-000-06 or on a form that was previously submitted to the Department's Comptroller and approved by the Department of Financial Services. Bills for travel expenses specifically authorized in this Agreement will be paid in accordance with Section 112.061 Florida Statutes.
- G. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the MPO fails to meet minimum performance levels, the Department shall notify the MPO of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The MPO shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the MPO will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the MPO shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the MPO resolves the deficiency. If the deficiency is subsequently resolved, the MPO may bill the Department for the retained amount during the next billing period. If the MPO is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- H. An invoice submitted to the Department involving the expenditure of metropolitan planning funds ("PL funds") is required by Federal law to be reviewed by the Department and issued a payment by the Department of Financial Services within 15 business days of receipt by the Department for review. If the invoice is not complete or lacks information necessary for processing, it will be returned to the MPO, and

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the 15 business day timeframe for processing will start over upon receipt of the resubmitted invoice by the Department. If there is a case of a bona fide dispute, the invoice recorded in the financial system of the Department shall contain a statement of the dispute and authorize payment only in the amount not disputed. If an item is disputed and is not paid, a separate invoice could be submitted requesting reimbursement or the disputed item/amount could be included/added to a subsequent invoice.

- I. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the MPO's general accounting records and the project records, together with supporting documents and records, of the consultant and all subconsultants performing work on the project, and all other records of the Consultants and subconsultants considered necessary by the Department for a proper audit of costs.
- J. The MPO must timely submit invoices and documents necessary for the close out of the Project. Within 90 days of the expiration or termination of the grant of FHWA funds for the UPWP, the MPO shall submit the final invoice and all financial, performance, and related reports consistent with 2 CFR §200.
- K. The Department's performance and obligation to pay under this Agreement is also contingent upon FHWA making funds available and approving the expenditure of such funds.
- L. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- M. **Disallowed Costs:** In determining the amount of the payment, the Department will exclude all Project costs incurred by the MPO prior to the effective date of this Agreement, costs incurred by the MPO which are not provided for in the latest approved budget for the Project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department. It is agreed by the MPO that where official audits by the federal agencies or monitoring by the Department discloses that the MPO has been reimbursed by the Department for ineligible work, under applicable federal and state regulations, that the value of such ineligible items may be deducted by the Department from subsequent reimbursement requests following determination of ineligibility. Upon receipt of a notice of ineligible items the MPO may present evidence supporting the propriety of the questioned reimbursements. Such evidence will be evaluated by the Department, and the MPO will be given final notification of the amounts, if any, to be deducted from subsequent reimbursement requests.

In addition, the MPO agrees to promptly reimburse the Department for any and all amounts for which the Department has made payment to the MPO if such amounts become ineligible, disqualified, or disallowed for federal reimbursement due to any act, error, omission, or negligence of the MPO. This includes omission or deficient documentation of costs and charges, untimely, incomplete, or insufficient submittals, or any other reason declared by the applicable Federal Agency.

Any determination by the Department made pursuant to this section of the Agreement is subject to the conflict and dispute resolution process set forth in Section 14 of this Agreement.

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- N. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the MPO owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department. Any determination by the Department made pursuant to this section of the Agreement is subject to the conflict and dispute resolution process set forth in Section 14 of this Agreement.
- O. **Indirect Costs:** A state or federally approved indirect cost rate may be applied to the Agreement. If the MPO does not have a federally approved indirect cost rate, a rate up to the de minimis indirect cost rate of 10% of modified total direct costs may be applied. The MPO may opt to request no indirect cost rate, even if it has a federally approved indirect cost rate.

**10. Procurement and Contracts of the MPO**

- A. The procurement, use, and disposition of real property, equipment and supplies shall be consistent with the approved UPWP and in accordance with the requirements of 2 CFR §200.
- B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the MPO, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the MPO's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the MPO will involve the Department, to an extent to be determined by the Department, in the consultant selection process for all projects funded under this Agreement. In all cases, the MPO shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- C. The MPO shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of federal-aid funds.

**11. Audit Reports:** The administration of resources awarded through the Department to the MPO by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The MPO shall comply with all audit and audit reporting requirements as specified below.

- A. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the MPO agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The MPO further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- B. The MPO, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the MPO expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the MPO must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "B", Federal Financial Assistance (Single Audit Act)**, to this Agreement provides the required Federal award identification information needed by the MPO to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the MPO must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this

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Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

- ii. In connection with the audit requirements, the MPO shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
- iii. In the event the MPO expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the MPO is exempt from Federal audit requirements for that fiscal year. However, the MPO must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the MPO's audit period for each applicable audit year. In the event the MPO expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the MPO's resources obtained from other than Federal entities).
- iv. The MPO must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the MPO's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the MPO fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
  1. Temporarily withhold cash payments pending correction of the deficiency by the MPO or more severe enforcement action by the Department;
  2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the Federal award;
  4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
  5. Withhold further Federal awards for the Project or program;
  6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the MPO shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the MPO's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller

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605 Suwannee Street, MS 24  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

- C. The MPO shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The MPO shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

- 12. Termination or Suspension:** The Department may, by written notice to the MPO, suspend any or all of the MPO's obligations under this Agreement for the MPO's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department will provide written notice outlining the particulars of suspension.

The Department may terminate this Agreement at any time before the date of completion if the MPO is dissolved or if federal funds cease to be available. In addition, the Department or the MPO may terminate this Agreement if either party fails to comply with the conditions of the Agreement. The Department or the MPO shall give written notice to all parties at least ninety (90) days prior to the effective date of termination and specify the effective date of termination.

The parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the parties shall agree upon the termination conditions.

Upon termination of this Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc., prepared by the MPO shall, at the option of the Department, be delivered to the Department.

The Department shall reimburse the MPO for those eligible expenses incurred during the Agreement period that are directly attributable to the completed portion of the work covered by this Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The MPO shall not incur new obligations for the terminated portion after the effective date of termination.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the MPO or any consultant, sub-consultant or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are confidential or exempt.

The conflict and dispute resolution process set forth in Section 14 of this Agreement shall not delay or stop the Parties' rights to terminate the Agreement.

- 13. Remedies:** Violation or breach of Agreement terms by the MPO shall be grounds for termination of the Agreement. Any costs incurred by the Department arising from the termination of this Agreement shall be paid by the MPO.

This Agreement shall not be considered as specifying the exclusive remedy for any dispute, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

- 14. Conflict and Dispute Resolution Process:** This section shall apply to conflicts and disputes relating to matters subject to this Agreement, or conflicts arising from the performance of this Agreement. If possible, the parties shall attempt to resolve any dispute or conflict within thirty (30) days of a determination of a dispute or conflict. This section shall not delay or stop the Parties' rights to terminate the Agreement. In addition, notwithstanding that a conflict or dispute may be pending resolution, this section shall not delay or stop the Department from performing the following actions pursuant to its rights under this Agreement: deny payments; disallow costs; deduct the value of ineligible work from subsequent reimbursement requests, or; offset pursuant to Section 9.N of this Agreement.

- A. **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



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between the following officials: for the Department - the Intermodal Systems Development Manager; and for the MPO - the Staff Director.

- B. Resolution by Senior Agency Official:** If the conflict remains unresolved, the conflict shall be resolved by the following officials: for the Department - the District Secretary; and for the Ocala/Marion County Transportation Planning Organization - the Chairperson of the MPO.
  - C. Resolution of Conflict by the Agency Secretary:** If the conflict is not resolved through conflict resolution pursuant to the provisions, "Initial Resolution" and "Resolution by Senior Agency Official" above, the conflict shall be resolved by the Secretary for the Department of Transportation or their delegate. If the MPO does not agree with the resolution provided by the Secretary for the Department of Transportation, the parties may pursue any other remedies set forth in this Agreement or provided by law.
- 15. Disadvantaged Business Enterprise (DBE) Policy and Obligation:** It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The MPO and its contractors and consultants agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The MPO and its contractors, consultants, subcontractors and subconsultants shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**16. Compliance with Federal Conditions and Laws:**

- A.** The MPO shall comply and require its consultants and subconsultants to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the MPO is in compliance with, and will require its consultants and subconsultants to comply with, all requirements imposed by applicable federal, state, and local laws and regulations.
- B.** The MPO shall comply with the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable and include applicable required provisions in all contracts and subcontracts entered into pursuant to this Agreement.
- C. Title VI Assurances:** The MPO will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the MPO pursuant thereto, including but not limited to the requirements set forth in Exhibit "C", Title VI Assurances. The MPO shall include the attached Exhibit "C", Title VI Assurances, in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- D. Restrictions on Lobbying** The MPO agrees that to no federally-appropriated funds have been paid, or will be paid by or on behalf of the MPO, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the MPO to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The MPO shall require that the language of this paragraph 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

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subrecipients shall certify and disclose accordingly. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

E. The MPO must comply with FHWA's Conflicts of Interest requirements set forth in 23 CFR §1.33.

**17. Restrictions, Prohibitions, Controls, and Labor Provisions:** During the performance of this Agreement, the MPO agrees as follows, and shall require the following provisions to be included in each contract and subcontract entered into pursuant to this Agreement :

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- B. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- C. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the MPO.
- D. Neither the MPO nor any of its contractors and consultants or their subcontractors and subconsultants shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the MPO or the entities that are part of the MPO during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the MPO, the MPO, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the MPO or the locality relating to such contract, subcontract or arrangement. The MPO shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors and consultants to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the MPO or of the locality during his or her tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the MPO and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

E. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**18. Miscellaneous Provisions**

**A. Public Records:**

- i. The MPO shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the MPO in conjunction with this Agreement, unless such documents are exempt from public access or are confidential pursuant to state or federal law. Failure by the MPO to grant such public access shall be grounds

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for immediate unilateral cancellation of this Agreement by the Department.

- ii. In addition, the MPO shall comply with the requirements of section 119.0701, Florida Statutes.
- B. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the provisions of this Agreement..
  - C. In no event shall the making by the Department of any payment to the MPO 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 MPO and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
  - D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
  - E. By execution of the Agreement, the MPO represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
  - F. Nothing in the Agreement shall require the MPO to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the MPO will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the MPO to the end that the MPO may proceed as soon as possible with the Project.
  - G. The MPO shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the MPO and FHWA requires reimbursement of the funds, the MPO will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
  - H. The MPO:
    - i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by MPO during the term of the contract; and
    - ii. shall expressly require any contractor, consultant, subcontractors and subconsultants performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor or subconsultant during the contract term.
  - I. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
  - J. The parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
  - K. This Agreement and any claims arising out of this Agreement shall be governed by the laws of the United States and the State of Florida.
- 19. Exhibits:** The following Exhibits are attached and incorporated into this Agreement:
- A. Exhibit "A", UPWP
  - B. Exhibit "B", Federal Financial Assistance (Single Audit Act)
  - C. Exhibit "C", Title VI Assurances

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IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day, month and year set forth above.

MPO  
Ocala/Marion County Transportation Planning  
Organization

Florida Department of Transportation

MPO Name

David Moore

Signatory (Printed or Typed)

Loreen Bobo

Department of Transportation



Signature



Signature

Chairman

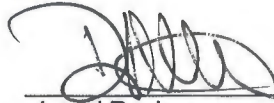
Title

Director of Transportation Development

Title



Legal Review  
MPO



Legal Review  
Department of Transportation

~~Approved as to form and legality~~

~~Patrick G. Gilligan, City Attorney~~

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**EXHIBIT B**

**FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)**

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**CFDA No.:** [20.205](#)

**CFDA Title:** HIGHWAY PLANNING AND CONSTRUCTION  
Federal-Aid Highway Program, Federal Lands Highway Program

**\*Award Amount:** \$1,306,426

**Awarding Agency:** Florida Department of Transportation

**Indirect Cost Rate:** 0

**\*\*Award is for R&D:** No

\*The federal award amount may change with supplemental agreements

\*\*Research and Development as defined at §200.87, 2 CFR Part 200

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards  
[www.ecfr.gov](http://www.ecfr.gov)

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

Title 23 – Highways, United States Code  
<http://uscode.house.gov/browse.xhtml>

Title 49 – Transportation, United States Code  
<http://uscode.house.gov/browse.xhtml>

MAP-21 – Moving Ahead for Progress in the 21<sup>st</sup> Century, P.L. 112-141  
[www.dot.gov/map21](http://www.dot.gov/map21)

Federal Highway Administration – Florida Division  
[www.fhwa.dot.gov/fldiv](http://www.fhwa.dot.gov/fldiv)

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
[www.fsrs.gov](http://www.fsrs.gov)

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**Exhibit "C"**  
**TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") *Title 49, Code of Federal Regulations, Part 21*, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination

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on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

To: Mary.Schoelzel@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL**

G0W40

5/16/2018

**CONTRACT INFORMATION**

Contract:	G0W40
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF OCALA
Vendor ID:	F596000392011
Beginning Date of This Agreement:	07/01/2018
Ending Date of This Agreement:	06/30/2020
Contract Total/Budgetary Ceiling:	bc = \$1,306,426.00
Description:	FHWA financial assistance for the transportation planning activities of the TPO in the Unified Planning Work Program

**No funds have been encumbered.**

**Contract #G0W40 has been assigned in FLAIR with Budgetary Ceiling request.**

**Funds Approval(s) will be provided pursuant to the Method of Compensation in the Contract/Agreement.**

**NO FUNDS ARE APPROVED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 5/16/2018**



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Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 431401-1-14-26	Fund: <u>DU,DPTO</u> Function: <u>215</u> Federal Number: <u>1001-2016-3</u> DUNS Number: <u>80-939-7102</u> Agency DUNS No. <u>0559474280000</u>	FLAIR Category: <u>088774</u> Object Code: <u>780000</u> Org. Code: <u>55052000531</u> Vendor No.: <u>F596-000-392-11</u> CSFA Number: <u>N/A</u> CSFA Title: <u>N/A</u>
Contract Number: <u>GOV18</u>	CFDA Number: <u>20.505</u> Metropolitan Transportation Planning and State and Non-Metropolitan Planning and Research	

THIS JOINT PARTICIPATION AGREEMENT ("Agreement"), made and entered into this 15 day of May, 2018, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, ("Department"), and Ocala/Marion TPO, 121 SE Watula Ave. Ocala, FL 34471 ("Agency"). The Department and Agency agree that all terms of this Agreement will be completed on or before September 30, 2023 and this Agreement will expire unless a time extension is provided in accordance with Section 16.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the Project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 341.050(1)(a), Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

**1.00 Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in

To participate in transit related task elements of Ocala/Marion TPO Unified Planning Work Program (UPWP) using pass through funds from the Federal Transit Administration Section 5305(d) Program

and as further described in Exhibit "A" attached to and incorporated into this Agreement ("Project"), and to provide Departmental financial assistance to the Agency, state the terms and conditions upon which such assistance will be provided, and to set forth the manner in which the Project will be undertaken and completed.

**1.10 Exhibits.** A,B, C, D are attached and incorporated into this Agreement.

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**2.00 Accomplishment of the Project:**

**2.10 General Requirements.** The Agency shall commence, and complete the Project, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, and all applicable laws.

**2.20 Pursuant to Federal, State, and Local Law.** In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the Project, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.30 Funds of the Agency.** The Agency shall initiate and prosecute to completion all proceedings necessary, including federal aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.

**2.40 Submission of Proceedings, Contracts and Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the Project as the Department may require as listed in Exhibit "C" attached to and incorporated into this Agreement. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the Project towards completion.

**3.00 Total Project Cost.** The total estimated cost of the Project is \$98,223.00. This amount is based upon the estimate summarized in Exhibit "B" attached to and incorporated into this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved.

**4.00 Project Costs Participation and Eligibility:**

**4.10 Department Participation.** The Department agrees to maximum participation, including contingencies, in the Project in the amount of \$88,401.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

**4.11 Agency Participation (Non-State Sources).** The Agency agrees to minimum participation, including contingencies, in the Project in the amount of \$9,822.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of the total cost shown in Exhibit "B", whichever is more.

**4.12 Federal Awards.** The Agency, a non-federal entity,  is  is not a recipient of a federal award, as detailed in Exhibit "B."

**4.20 Project Cost Eligibility.** Project costs eligible for State participation will be allowed only from the effective date of this Agreement. It is understood that State participation in eligible Project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the adopted work program year that the Project is scheduled to be committed;
- b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- d) Department approval of the Project scope and budget (Exhibits "A" and "B") at the time appropriation authority becomes available.

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**4.30 Front End Funding.** Front end funding  is  is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred Project costs up to an amount equal to its total share of participation as shown in paragraph 4.10.

**5.00 Project Budget and Payment Provisions:**

**5.10 The Project Budget.** Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project, attached and incorporated into this Agreement as Exhibit "B." The schedule of funding may be revised by execution of a Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this Project may be reduced upon determination of the Agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

**5.20 Payment Provisions.** Unless otherwise allowed, payment will begin in the year the Project or Project phase is scheduled in the work program as of the date of the Agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

**6.00 Accounting Records:**

**6.10 Establishment and Maintenance of Accounting Records.** The Agency shall establish for the Project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", 2 CFR Part 225, separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "Project account." Records of costs incurred under terms of this Agreement shall be maintained in the Project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**6.20 Costs Incurred for the Project.** The Agency shall charge to the Project account all eligible costs of the Project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

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**6.30 Documentation of Project Costs.** All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

**6.40 Checks, Orders, and Vouchers.** Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the Project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

**6.50 Audits.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

**1. Federal Funded**

- a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- b) The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Exhibit A, B, C, D to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the Federal award;
  4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
  5. Withhold further Federal awards for the Project or program;
  6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

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- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

**2. State Funded**

- a) In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or State of Florida Auditor General.
- b) The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit A, B, C, D to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
  - ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and

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elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department, or its designee, DFS or the Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

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3. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, DFS or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**6.60 Insurance.** Execution of this Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any Project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

**7.00 Requisitions and Payments:**

**7.10 Action by the Agency.** In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District 5 Public Transportation Office 719 S Woodland Blvd. DeLand, FL, 32720, its requisition on a form or forms prescribed by the Department, and any other data pertaining to the Project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

**7.11 Deliverables.** The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A." Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

**7.12 Invoices.** Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A." Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

**7.13 Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

**7.14 Travel Expenses.** Invoices for any travel expenses by the Agency shall be submitted in accordance with Section 112.061, Florida Statutes, and shall be submitted on the Department's Contractor *Travel Form No. 300-000-06*. The Department may establish rates lower than the maximum provided in Chapter 112.061, Florida Statutes.

**7.15 Property Acquisition.** For real property acquired, submit:

- a) The date the Agency acquired the real property.
- b) A statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- c) A statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

**7.20 The Department's Obligations.** Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:



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- a) The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b) There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;
- c) The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;
- d) There has been any violation of the conflict of interest provisions contained in this Agreement;
- e) The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or
- f) Any federal agency providing federal financial assistance to the Project suspends or terminates federal financial assistance to the Project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

**7.30 Disallowed Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the Project, costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department, and costs invoiced prior to receipt of annual notification of fund availability.

**7.40 Payment Offset.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

**8.00 Termination or Suspension of Project:**

**8.10 Termination or Suspension Generally.** If the Agency abandons or, before completion, finally discontinues the Project; or for any other reason, the commencement, prosecution, or timely completion of the Project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

**8.11 Action Subsequent to Notice of Termination or Suspension.** Upon receipt of any final termination or suspension notice under this Section 8, the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

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**8.12 Access to Documents and Materials.** The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency, contractor, sub-contractor, or materials vendor to comply with the provisions of Chapter 119, Florida Statutes.

**9.00 Audit and Inspection.** The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

**10.00 Contracts of the Agency:**

**10.10 Third Party Agreements.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.20(c). The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

**10.20 Procurement of Personal Property and Services:**

**10.21 Compliance with Consultants' Competitive Negotiation Act.** It is understood and agreed by the parties to this Agreement that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 CFR 172, and 23 U.S.C. 112.. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all projects funded under this Agreement. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act and the federal Brooks Act.

**10.22 Procurement of Commodities or Contractual Services.** It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Chapter 287.057, Florida Statutes. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the Project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.20(c).

**10.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBE's, as defined in 49 CFR Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance

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with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**10.40 Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.099(1), Florida Statutes.

**11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**11.10 Equal Employment Opportunity.** In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**11.20 Title VI - Civil Rights Act of 1964.** Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

**11.30 Title VIII - Civil Rights Act of 1968.** Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

**11.40 Americans with Disabilities Act of 1990 (ADA).** Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

**11.50 Prohibited Interests.** The Agency shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

- a) "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
- b) The Agency shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the

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Agency by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Agency.

- c) The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

**11.60 Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

**12.00 Miscellaneous Provisions:**

**12.10 Environmental Regulations.** Execution of this Agreement constitutes a certification by the Agency that the Project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

**12.20 Department Not Obligated to Third Parties.** The Department shall not be obligated or liable hereunder to any party other than the Agency.

**12.30 When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Agency 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 Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

**12.40 Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

**12.50 Bonus or Commission.** By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**12.60 State or Territorial Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

**12.70 Use and Maintenance of Project Facilities and Equipment.** The Agency agrees that the Project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the Project facilities and equipment in good working order for the useful life of said facilities or equipment.

**12.71 Property Records.** The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

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**12.80 Disposal of Project Facilities or Equipment.** If the Agency disposes of any Project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement. The Agency must remit said proportional amount to the Department within one (1) year after the official date of disposal.

**12.90 Contractual Indemnity.** To the extent provided by Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement. Nothing in this Agreement shall be construed as a waiver by the Agency of any sovereign immunity protections that may be provided by Section 768.28, Florida Statutes.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

**13.00 Plans and Specifications.** In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies Project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

- a) All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b) The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
- c) The plans are consistent with the intent of the Project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d) The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

**14.00 Project Completion, Agency Certification.** The Agency will certify in writing on or attached to the final invoice, that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the Project is accepted by the Agency as suitable for the intended purpose.

**15.00 Appropriation of Funds:**

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**15.10 Contingency of Payment.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

**15.20 Multi-Year Commitment.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

**16.00 Expiration of Agreement.** The Agency agrees to complete the Project on or before September 30, 2023. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project and the procedure established in Section 8.00 of this Agreement shall be initiated. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

**16.10 Final Invoice.** The Agency must submit the final invoice on this Project to the Department within 120 days after the expiration of this Agreement.

**17.00 Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**18.00 Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**19.00 Restrictions on Lobbying:**

**19.10 Federal.** The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

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If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

**19.20 State.** No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

**20.00 Vendors Rights.** The Agency providing goods and services to the Department should be aware of the following time frames:

- a) The Department has 20 days to deliver a request for payment (voucher) to DFS. The 20 days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved. Approval and inspection of goods or services shall take no longer than 20 days following the receipt of a complete and accurate invoice.
- b) If a payment is not available within 40 days, then a separate interest penalty at a rate established pursuant to **Section 55.03(1), Florida Statutes**, will be due and payable, in addition to the invoice amount, to the Agency. The 40 days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman has been established within DFS. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516.

**21.00 Restrictions, Prohibits, Controls, and Labor Provisions.** During the performance of this Agreement, the Agency agrees as follows, and shall require the following provisions to be included in each contract and subcontract entered into pursuant to this Agreement:

- a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b) In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

**PUBLIC TRANSPORTATION  
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- c) An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d) Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for two (2) years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

**23.00 Employment Eligibility (Using E-Verify). Agency/Vendors/Contractors:**

- a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the Agreement; and
- b) Shall expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor or subcontractor during the Agreement term.

**24.00 Inspector General Cooperation.** The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

**25.00 Maintenance of Project.** The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement.

**26.00 Federal Grant Number.** If the Federal grant number is not available prior to execution of the Agreement, the Department may unilaterally add the Federal grant number to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the Federal grant number will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).



PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

DEPARTMENT

Ocala/Marion TPO

AGENCY NAME

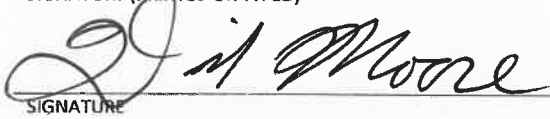
  
DEPARTMENT OF TRANSPORTATION

David Moore

SIGNATORY (PRINTED OR TYPED)

Loreen Bobo, P.E.

TITLE District Five Director of Development

  
SIGNATURE

 5-15-18  
LEGAL REVIEW, DEPARTMENT OF TRANSPORTATION

TPO Chairman  
TITLE

See attached Encumbrance Form for date of  
Funding Approval by Comptroller

FINANCIAL PROJECT NO. 431401-1-14-26  
CONTRACT NO. G-0V18

**EXHIBIT "A"**  
**PROJECT DESCRIPTION AND RESPONSIBILITIES**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Ocala/Marion TPO121 SE Watula Ave. Ocala, FL 34471 referenced by the above Financial Project Number.

**PROJECT LOCATION:**

Ocala/Marion County Transportation Planning Organization  
121 SE Watula Avenue  
Ocala, FL 34471  
Mike Daniels, AICP  
Director

**PROJECT DESCRIPTION:**

To participate in transit related task elements of Ocala/Marion TPO Unified Planning Work Program (UPWP) using pass through funds from the Federal Transit Administration Section 5305(d) Program.

**SPECIAL CONSIDERATIONS BY AGENCY:**

The audit report(s) required in paragraph 6.5 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

Invoicing should occur at least quarterly with data back-up submitted that include incremental data that is used to complete required deliverables. The requirement for the agency to provide data back-up shall be considered a part of the Terms and Conditions of this agreement, and reimbursement for eligible project expenses shall be conditioned upon receipt of data back-up in conjunction with a valid and properly prepared invoice.

**EXHIBIT "B"**  
**PROJECT BUDGET**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Ocala/Marion TPO 121 SE Watula Ave. Ocala, FL 34471 referenced by the above Financial Project Number.

I. PROJECT COST: \$ 98,223.00  
 Transit related task elements of the Ocala/Marion TPO  
 FY 16/17 - 17/18 Unified Planning Work Program (UPWP)

---

TOTAL PROJECT COST: \$ 98,223.00

II. PARTICIPATION:

Maximum Federal Participation  
 FTA, FAA ( %) or \$

Agency Participation (non-state sources)

In-Kind ( %) \$  
 Cash ( 10%) \$ 9,822.00  
 Other ( %) \$

Maximum Department Participation,  
 State Funding (DPTO) ( 10%) or \$ 9,822.00  
 Federal Reimbursable (DU) ( 80%) or \$ 78,579.00  
 Local Reimbursable (DL) ( %) or \$

---

TOTAL PROJECT COST \$ 98,223.00

\* Federal (DU) funds received by the Agency under this Joint Participation Agreement are federal reimbursable funds for Section 5305(d).

\*\* Invoices for reimbursement of eligible expenditures should be submitted to the Department on at least a quarterly basis.

FY 16/17	DPTO \$9,822
FM # 431401-1-14-26	DU \$78,579

**EXHIBIT "C"**  
**(Section 5305(d))**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Ocala/Marion TPO 121 SE Watula Ave. Ocala, FL 34471 referenced by the above Financial Project Number.

This Agreement is in conformance with Section 5305(d) of the Federal Transit Act (49 U.S.C. 5303) and chapter 341 Florida Statutes.

The Metropolitan Planning Organization (MPO) shall ensure adherence to the various Federal requirements documented in FTA (formerly UMTA) Circular 8100.1a, including Title VI of the Civil Rights Act of 1964, Disadvantaged Business Enterprise requirements, and the Americans with Disabilities Act of 1990, and all other federally required certifications and assurances made in its application to the Department for Section 5303 funds.

The MPO shall adhere to all applicable planning requirements established and set forth by the U.S. Department of Transportation, including development and timely submission of its Transportation Improvement Program (TIP) and annual/biennial element and Unified Planning Work Program (UPWP).

The MPO shall comply with any special conditions imposed by the Federal Transit Administration (FTA) as a condition of grant approval. Costs incurred prior to execution of this agreement can not be charged to the grant. Costs incurred by the MPO to prepare and file an application are not eligible project costs.

**EXHIBIT D**

**FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)**

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**CFDA No.:** 20.505

**CFDA Title:** METROPOLITAN TRANSPORTATION PLANNING AND STATE AND NON-METROPOLITAN PLANNING AND RESEARCH

**\*Award Amount:** \$ 88,401.00

**Awarding Agency:** Florida Department of Transportation

**Indirect Cost Rate:**

**\*\*Award is for R&D:**

\*The federal award amount may change with supplemental agreements

\*\*Research and Development as defined at §200.87, 2 CFR Part 200

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards  
[www.ecfr.gov](http://www.ecfr.gov)

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

49 USC 5303: Metropolitan Transportation Planning  
<http://uscode.house.gov/browse.xhtml>

FTA Circular 8100.1C: Program Guidance for Metropolitan Planning and State Planning and Research Program Grants  
[www.fta.dot.gov/legislation\\_law/12349.html](http://www.fta.dot.gov/legislation_law/12349.html)

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
[www.fsrs.gov](http://www.fsrs.gov)

WP20 D\_Display

Prd\_Prj\_mgr Phase\_Sum Auth\_Req Fin\_proj\_Loc proj\_cost\_Hist Item\_Seg\_def Phases

FDOT - Work Program Administration 03-26-2018  
 Phase Estimate Detail - ADOPTED 08:36:57

Requested Version: AD MORE: +

Item/Segment: 431401 1 Status: 010 PRE-CONST.UNDERWAY Old Item Nbr: \_\_\_\_\_

Desc: MARION-SECTION 5303 MARION/OCALA TPO PLANNING STUDIES

Trans Sys: 08 TRANSIT

Man Dist : 05 Box Item: N

Phase: 1 4 PLANNING GRANT

Phase Mgr :

Begin Search at FP Seq: \_\_\_\_\_

Phase Total: 436,798

Seq	FYR	Fund	Pgm	Amount	Total Amount	All Typ	Dstr Typ/Area	Bud Dis	Apr Cat	Pay Seq	O V	Status
26	2018	DPTO	15	9,822	9,822	1	_____	05	_____	1	Y 4	AUTH
	2018	DU	15	78,579	78,579	1	_____	05	_____	1	Y 4	AUTH
	2018	LF	15	9,822	9,822	4	_____	05	_____	1	Y 2	UNAUTH
27	2018	DPTO	15	10,016	10,016	1	_____	05	_____	1	Y 4	AUTH
	2018	DU	15	80,140	80,140	1	_____	05	_____	1	Y 4	AUTH
	2018	LF	15	10,016	10,016	4	_____	05	_____	1	Y 2	UNAUTH

} 88,401

Comment:

AAA250-I: Successfully displayed.

F1=Help F3=Exit

F7=Bkwd F8=Frwd F15=Logoff

To: Carlos.Colon@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL**

**G0V18**

**4/4/2018**

**CONTRACT INFORMATION**

<b>Contract:</b>	G0V18
<b>Contract Type:</b>	GD - GRANT DISBURSEMENT (GRANT)
<b>Method of Procurement:</b>	G - GOVERNMENTAL AGENCY (287.057,F.S.)
<b>Vendor Name:</b>	CITY OF OCALA
<b>Vendor ID:</b>	F596000392011
<b>Beginning Date of This Agreement:</b>	05/01/2018
<b>Ending Date of This Agreement:</b>	05/01/2022
<b>Contract Total/Budgetary Ceiling:</b>	ct = \$88,401.00
<b>Description:</b>	TPO PLANNING STUDIES

**FUNDS APPROVAL INFORMATION**

**FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 4/4/2018**

<b>Action:</b>	Original
<b>Reviewed or Approved:</b>	APPROVED
<b>Organization Code:</b>	55052000531
<b>Expansion Option:</b>	A8
<b>Object Code:</b>	780000
<b>Amount:</b>	\$88,401.00
<b>Financial Project:</b>	43140111426
<b>Work Activity (FCT):</b>	215
<b>CFDA:</b>	20.505
<b>Fiscal Year:</b>	2018
<b>Budget Entity:</b>	55100100
<b>Category/Category Year:</b>	088774/18
<b>Amendment ID:</b>	O001
<b>Sequence:</b>	00
<b>User Assigned ID:</b>	
<b>Enc Line (6s)/Status:</b>	0001/04

**Total Amount: \$88,401.00**

[Forgot Username?](#)      [Forgot Password?](#)      [Log In](#)  
[Create an Account](#)

ALERT: You must submit a [notarized letter](#) appointing the authorized Entity Administrator before your registration will be activated. This requirement now applies to both new and existing entities. Read our [FAQs](#) to learn more about this process change.

# Search Results

## Quick Search Results

Your search returned the following results...

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	Ocala, City Of	Status: <b>Active</b>
<b>DUNS:</b> 055947428	<b>CAGE Code:</b> 4XXW6	<input type="button" value="View Details"/>
<b>Has Active Exclusion?:</b> No	<b>DoDAAC:</b>	
<b>Expiration Date:</b> 01/22/2019	<b>Debt Subject to Offset?:</b> No	
<b>Purpose of Registration:</b> Federal Assistance Awards Only		



- Search Records
- Data Access
- Check Status
- About
- Help
- Disclaimers
- Accessibility
- Privacy Policy
- FAPIIS.gov
- GSA.gov/IAE
- GSA.gov
- USA.gov

IBM v1.P.13.20180427-1347  
WWW4

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.





*Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

133 South Semoran Boulevard  
Orlando, FL 32807

ANANTH PRASAD, P.E.  
SECRETARY

December 4<sup>th</sup>, 2014

Greg Slay, AICP  
Director  
Ocala/Marion County Transportation Planning Organization  
121 Southeast Watula Avenue  
Ocala, Florida 34478

Subject: Multi-Year Joint Participation Agreement  
FM NUMBER 424123-1-84-01  
Contract Number: ARP19  
OCALA-MARION COUNTY Transportation Planning Organization

Dear Mr. Slay,

Enclosed for your records is a fully executed copy of the multi-year Joint Participation Agreement for contract number ARP19.

Should you have any questions please contact Sam Weekley at (407) 422-7856.

Sincerely,

Diane Poitras  
Transit Programs Administrator  
D5 Public Transportation  
Orlando Urban Office  
Phone: 407-482-7860 fax: 407-275-4188  
e-mail: [diane.poitras@dot.state.fl.us](mailto:diane.poitras@dot.state.fl.us)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**JOINT PARTICIPATION AGREEMENT**

725-030-06  
 PUBLIC TRANSPORTATION  
 OGC - 04/14  
 Page 1 of 14

Financial Project Number(s): (item-segment-phase-sequence) 424123-1-84-01	Fund: 010 Function: 683 Federal Number: N/A	FLAIR Category.: 088774 Object Code: 750010 Org. Code: 55052000531
Contract Number: <u>ARPIG</u> CFDA Number: N/A CFDA Title:	DUNS Number: 80-939-7102 Agency DUNS Number:	Vendor No.: F596-000-392-044 CSFA Number: 55.010 CSFA Title:

THIS AGREEMENT, made and entered into this 4<sup>th</sup> day of December, 2014,  
 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,  
 hereinafter referred to as the Department, and The City of Ocala  
121 SE Watula Avenue Ocala, FL 34471  
 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed  
 on or before October 31, 2019 and this Agreement will expire unless a time extension is provided  
 in accordance with Section 16.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described,  
 and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including  
 the implementation of an integrated and balanced transportation system and is authorized under  
341.052(1)  
 Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree  
 as follows:

**1.00 Purpose of Agreement:** The purpose of this Agreement is

To provide State Public Transit Block Grant funding for eligible transit administration and operating assistance for fixed  
 route service in the urbanized areas of Marion County, FL.

and as further described in Exhibit(s) A,B,C,D attached hereto and by this reference made a part  
 hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the  
 terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the  
 project will be undertaken and completed.

## 2.00 Accomplishment of the Project:

**2.10 General Requirements:** The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

**2.20 Pursuant to Federal, State, and Local Law:** In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.30 Funds of the Agency:** The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

**2.40 Submission of Proceedings, Contracts and Other Documents:** The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

**3.00 Project Cost:** The total estimated cost of the project is \$ \$1,147,308.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

**4.00 Department Participation:** The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ \$573,654.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

**4.10 Project Cost Eligibility :** Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- (c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

**4.20 Front End Funding :** Front end funding  is  is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

## 5.00 Project Budget and Payment Provisions:

**5.10 The Project Budget:** A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

**5.20 Payment Provisions:** Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

#### **6.00 Accounting Records:**

**6.10 Establishment and Maintenance of Accounting Records:** The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**6.30 Costs Incurred for the Project:** The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

**6.40 Documentation of Project Costs:** All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

**6.50 Checks, Orders, and Vouchers:** Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

**6.60 Audit Authority:** In addition to the requirements below, the Agency agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, Florida's Chief Financial Officer or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

**6.61 Monitoring:** In addition to reviews of audits conducted in accordance with OMB Circular A-133 as revised and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133 as revised, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

## 6.62 Audits:

**Part I Federally Funded:** If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, Paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.
3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

**Part II State Funded:** If the Agency is a non-state entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from non-state entities.
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

## Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

#### Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133 as revised, and required by Section 7.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133 as revised, by or on behalf of the recipient directly to each of the following:
  - A. The Department at the following address:  
Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)
  - B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133 as revised, submitted to the following address:  
  
Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132
  - C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133 as revised.
2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 as revised is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133 as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:  
Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)  
In addition, pursuant to Section .320 (f), OMB Circular A-133 as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133 as revised, and any management letters issued by the auditor, to the Department at the following address:  
Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)
3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:
  - A. The Department at the following address:  
Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)
  - B. The Auditor General's Office at the following address:  
  
Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:
  - A. The Department at the following address:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
Email: FDOTSingleAudit@dot.state.fl.us
5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133 as revised, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 as revised or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

**6.63 Record Retention:** The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

**6.64 Other Requirements:** If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

**6.65 Insurance:** Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

## **7.00 Requisitions and Payments:**

**7.10 Action by the Agency:** In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District 5 \_\_\_\_\_ Public Transportation Office 133 S. Semoran Blvd. Orlando, FL \_\_\_\_\_, FL, 32807 \_\_\_\_\_ its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

**7.11** The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

**7.12** Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

**7.13** Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

7.14 Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department's *Travel Form No. 300-000-01*. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

7.15 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

**7.20 The Department's Obligations:** Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

**7.21 Misrepresentation:** The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

**7.22 Litigation:** There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

**7.23 Approval by Department:** The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

**7.24 Conflict of Interests:** There has been any violation of the conflict of interest provisions contained herein;

**7.25 Default:** The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or

**7.26 Federal Participation (If Applicable):** Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

**7.30 Disallowed Costs:** In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the project, costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department, and costs invoiced prior to receipt of annual notification of fund availability.

**7.40 Payment Offset:** If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

## **8.00 Termination or Suspension of Project:**

**8.10 Termination or Suspension Generally:** If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 7.21 to 7.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.



**8.11 Action Subsequent to Notice of Termination or Suspension.** Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

**8.12** The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

**9.00 Audit and Inspection:** The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

**10.00 Contracts of the Agency:**

**10.10 Third Party Agreements:** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

**10.20 Procurement of Personal Property and Services:**

**10.21 Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, F.S., the Consultants' Competitive Negotiation Act.

**10.22 Procurement of Commodities or Contractual Services:** It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.23.

### **10.30 Disadvantaged Business Enterprise (DBE) Policy:**

**10.31 DBE Policy:** The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

**10.40** The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

### **11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**11.10 Equal Employment Opportunity:** In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**11.20 Title VI - Civil Rights Act of 1964:** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, *et seq.*), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

**11.30 Title VIII - Civil Rights Act of 1968:** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, *et seq.*, which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

**11.40 Americans with Disabilities Act of 1990 (ADA):** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, *et seq.*), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

**11.50 Prohibited Interests:** The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

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

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

**11.60 Interest of Members of, or Delegates to, Congress:** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

#### **12.00 Miscellaneous Provisions:**

**12.10 Environmental Regulations:** Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

**12.20 Department Not Obligated to Third Parties:** The Department shall not be obligated or liable hereunder to any party other than the Agency.

**12.30 When Rights and Remedies Not Waived:** In no event shall the making by the Department of any payment to the Agency 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 Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

**12.40 How Agreement Is Affected by Provisions Being Held Invalid:** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

**12.50 Bonus or Commission:** By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**12.60 State or Territorial Law:** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

**12.70 Use and Maintenance of Project Facilities and Equipment:** The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

**12.71 Property Records:** The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

**12.80 Disposal of Project Facilities or Equipment:** If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

**12.90 Contractual Indemnity:** To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

**13.00 Plans and Specifications:** In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

- a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
- c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

**14.00 Project Completion, Agency Certification:** The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

**15.00 Appropriation of Funds:**

**15.10** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

**15.20 Multi-Year Commitment:** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

**16.00 Expiration of Agreement:** The Agency agrees to complete the project on or before October 31, 2019. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the District 5 Director of Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 8.00 of this Agreement shall be initiated.

**16.10 Final Invoice:** The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

**17.00 Agreement Format:** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**18.00 Execution of Agreement:** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**19.00 Restrictions on Lobbying:**

**19.10 Federal:** The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

**19.20 State:** No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

**20.00 Vendors Rights:** Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

**21.00 Public Entity Crime:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**22.00 Discrimination:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

**23.00 E-Verify:**

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

The City of Ocala  
AGENCY NAME

JOHN M. McLEOD  
SIGNATORY (PRINTED OR TYPED)

[Handwritten Signature]  
SIGNATURE

COUNCIL PRESIDENT  
TITLE

FDOT

[Handwritten Signature]

DEPARTMENT OF TRANSPORTATION

District 5 Director of Transportation Development  
TITLE

[Handwritten Signature]

LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION

See attached Encumbrance Form for date of Funding  
Approval by Comptroller

ACCEPTED BY CITY COUNCIL  
NOVEMBER 4, 2014  
DATE  
OFFICE OF THE CITY CLERK

**EXHIBIT "A"**  
**PROJECT DESCRIPTION AND RESPONSIBILITIES**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Ocala, 121 SE Watula Avenue, Ocala, FL 34471 dated December 4<sup>th</sup> 2014

**PROJECT LOCATION:**

The City of Ocala  
121 SE Watula Avenue  
Ocala, FL 34471  
Mr. Greg Slay, AICP  
Director  
(352) 629-8297

**PROJECT DESCRIPTION:**

This project provides State Public Transit Block Grant funding for eligible transit administration and operating assistance for fixed route service in the urbanized areas of Marion County, FL.

**SPECIAL CONSIDERATIONS BY AGENCY:**

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

N/A





**EXHIBIT "C"**  
**(For State Block Grant Only)**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and The City of Ocala referenced by the above Financial Project Number.

**REF: Section 341.052 F.S.**

The Department shall provide block grant funds for eligible capital and operating costs of public bus transit and local public fixed guideway projects. Eligibility of this Agency to receive grant funding is provided in Sec. 341.052(1) F.S., and Sections 5307 and 5311 of the Federal Transit Act, 49 U.S.C. 5307, and 49 U.S.C. 5311 respectively.

Eligible transit capital costs means any costs that would be defined as capital costs by the Federal Transit Administration.

Eligible transit operating costs are the total administrative, management, and operation costs directly incident to the provision of public bus transit services, **excluding** any depreciation or amortization of capital assets.

Block grant funds shall not exceed local revenue during the term of this agreement.

(Local revenue is defined as the sum of money received from local government entities to assist in paying transit operation costs, including tax funds, and revenue earned from fare box receipts, charter service, contract service, express service and non - transportation activities.)

Block grant funds shall not supplant local tax revenues made available for operations in the year immediately preceding this agreement.

State participation in eligible public transit operating costs may not exceed fifty (50) percent of such costs or an amount equal to the total revenue, excluding farebox, charter, and advertising revenue and federal funds, received by the provider for operating costs, whichever amount is less.

The Agency shall require the independent auditor, retained to perform the audit as required by the Single Audit Act of 1984, to specifically test and certify that these limitations (...funds shall not exceed local revenue...funds shall not be expended for depreciation or amortization of capital assets...funds shall not supplant local tax revenues made available for operations in the previous year) of the block grant program as delineated in Chapter 341.052 F.S., have been adhered to.

The Agency shall provide the Department with two (2) copies of its most current adopted budget by March 1. Unless the adopted budget uses a format consistent with the National Transit Database (NTD) report, the copy provided to the Department will indicate how the projections for total local revenue, local tax revenue made available for operations, and depreciation and amortization costs, as they will appear in the NTD report, can be identified.

The Agency shall publish in the local newspaper of its area, in the format prescribed by the Department, the productivity and performance measures established for the transit providers most recently completed fiscal year and the prior fiscal year. This report shall be approved by the Department of Transportation prior to its publication. This report shall be submitted to the Department no later than November 15 of each year, and published either by December 31 or no later than twenty eight (28) calendar days of the Department's written approval of the report. The Agency shall furnish an affidavit of publication to the Department within twenty eight (28) calendar days of publication.

The Agency shall submit a Transit Development Plan (TDP) or annual update to the Department by September 1 of each year. As a separate part of the transit development plan or annual report, the Agency will address potential enhancements to productivity and performance which would have the effect of increasing farebox ratio pursuant to FS 341.071 (2).

A TDP shall conform to the requirements in Rule 14-73, available at:  
<http://fac.dos.state.fl.us/faconline/chapter14.pdf>.

**Mark the required Safety submittal or provisions for this agreement if applicable.**

### **Safety Requirements**

  X   Bus Transit System - In accordance with Florida Statute 341.061, and Rule 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety and Security Program Plan pursuant to Rule Chapter 14-90 and has performed annual safety inspections of all buses operated.

       Fixed Guideway Transportation System - (established) In accordance with Florida Statute 341.061, the Agency shall submit, and the Department shall have on file, annual certification by the Agency of compliance with its System Safety and Security Program Plan, pursuant to Rule 14-15.017 and the "Safety and Security Oversight Program

Standards Manual”, DOT Topic Number 725-030-014.

Fixed Guideway Transportation System – (This applies to New Starts projects and subsequent major projects to extend, rehabilitate, or modify an existing system, or to replace vehicles and equipment.) In accordance with Florida Statute 341.061, the Agency shall submit a certification attesting to the adoption of a System Safety Program Plan pursuant to Rule 14-15.017 and the “Safety and Security Oversight Program Standards Manual”, DOT Topic Number 725-030-014. Prior to beginning passenger service operations, the Agency shall submit a certification to the Department that the new start system or major modification to an existing system is safe for passenger service.

## EXHIBIT "D"

STATE AGENCY: Florida Department of Transportation

CSFA #: 55.010

TITLE: Public Transit Block Grant Program

### COMPLIANCE REQUIREMENTS

**Amount: \$ 573,654.00**

#### **Allowed Activities:**

Block grant funds may be used for eligible capital and operating costs of public transit providers. Projects shall be consistent with applicable approved local government comprehensive plans. Local tax revenue made available for operating costs shall not be supplanted by block grant funds.

All projects must be consistent, to the maximum extent feasible, with the approved local government comprehensive plans of the units of the local government in which the project is located.

#### **Allowed Costs:**

Costs for which public transit block grant program funds may be expended include:

1. Cost of public transit and local public fixed guideway capital projects.
2. Cost of public bus transit operations

#### **Matching:**

State participation in eligible capital projects shall be limited to 50 percent of the nonfederal share of such project costs.

State participation in eligible public transit operating costs may not exceed 50 percent of such costs or an amount equal to the total revenue, excluding farebox, charter, advertising revenue and federal funds, received by the provider for operating costs, whichever amount is less.

#### **Compliance Requirements Applicable to the State Resources Awarded Pursuant to This Agreement are as follows:**

The recipient of Public Transit Block Grant Program funding must comply with the statutory requirements in 341.052 Florida Statutes.

Contract # TPO/17-013

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into this 17<sup>th</sup> day of October 2017, by and between the CITY OF OCALA, a 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.

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, SunTran, began operation on December 15, 1998, and has continued to provide the community with public transportation service; and

WHEREAS, the CITY and COUNTY are authorized by Section 163.01, Florida Statutes, 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.

**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:

**SECTION 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 service will be provided.

## **SECTION 2 - ESTABLISHMENT OF POLICY BOARD**

The Ocala/Marion County TPO shall serve as the policy board for the public transportation system. The TPO shall be responsible for establishment of all fares, service standards, rules and regulations of the system.

## **SECTION 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. TPO staff shall be responsible for the day-to-day administration and oversight of the service. The TPO staff will provide the TPO quarterly reports outlining the ridership, revenues, expenses, and other information pertinent to the public transportation system.

## **SECTION 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.

## **SECTION 5 - CAPITAL AND OPERATIONAL CONTRIBUTIONS**

The CITY agrees to acquire the physical facilities (i.e. buses, signage, bus stop furnishings, etc.) that shall be 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 CITY and COUNTY agree that 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 sixty (60) percent of any local monies required and the COUNTY shall provide forty (40) percent for any grant related to capital and operation. 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.

The funds for capital and operating costs shall be provided by the Parties to this Interlocal Agreement to the CITY on a quarterly basis.

All revenues derived from the operation of the transit system shall be utilized to reduce the operating costs of the system.

## **SECTION 6 - TERM AND RENEWAL OF INTERLOCAL AGREEMENT**

This Interlocal Agreement shall be for the term of **October 1, 2017 to September 30, 2022**. Prior to the expiration of this Interlocal Agreement, the terms and conditions shall be reviewed by the TPO to determine continuation of the public transportation system. This Interlocal Agreement may be terminated by a simple majority vote of either party at least 180 days prior to the end of any fiscal year (October 1 - September 30). Notice of intent to terminate shall be



given to the other party within 2 weeks of said vote. The effective date of termination shall be the end of the then current fiscal year.

#### **SECTION 7 - TRANSFER OR DISPOSITION OF PROPERTY**

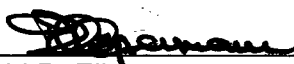
In the event of transfer of administrative agency duties to another entity or agency, all property acquired pursuant to this Interlocal Agreement will transfer to the newly designated administrative agency. In the event of termination of the public transportation system, the disposition or distribution of any properties or monies acquired under operation of this Agreement 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 sources.

IN WITNESS WHEREOF, the undersigned parties have caused this Interlocal Agreement to be duly executed in their behalf on this 29th day of November, 2017.

BOARD OF COUNTY COMMISSION OF  
MARION COUNTY, FLORIDA

By: 

Carl Zalak  
Chairman, Marion County BOCC

Attest: 


David R. Ellspermann  
Clerk of the Court

Approved as to form and legality:

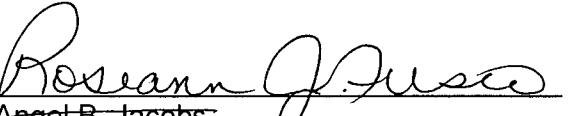


Matthew G. Minter  
County Attorney




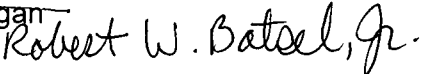
CITY OF OCALA  
By: 

Brent Malever  
President, Ocala City Council

Attest: 

~~Angel B. Jacobs~~  
City Clerk  
Roseann J. Fusco  
Deputy City Clerk

Approved as to form and legality:

  
~~Patrick G. Gilligan~~  
City Attorney 

ACCEPTED BY CITY COUNCIL  
October 17, 2017  
DATE  
OFFICE OF THE CITY CLERK

## STAFF SERVICES AGREEMENT

THIS STAFF SERVICES AGREEMENT is made and entered into this 24<sup>th</sup> day of May, 2016 between the Ocala/Marion County Transportation Planning Organization, created and operating pursuant to Section 339.175, Florida Statutes (hereinafter called the "TPO"), and the City of Ocala, a political subdivision of the State of Florida (hereinafter called the "CITY").

### WITNESSETH:

WHEREAS, 23 U.S.C 134 and Section 339.175, Florida Statutes provides for the designation of a metropolitan planning organization for each urbanized area of the state; and

WHEREAS, pursuant to Section 339.175(4), F.S., the Governor, by letter dated the 13<sup>th</sup> day of February 2014, approved the apportionment and boundary plan submitted by the TPO; and

WHEREAS, the TPO, pursuant to the power conferred upon it by Section 339.175(6)(g), Florida Statutes, and Section 5.00 of the Interlocal Agreement between Marion County, the City of Ocala, the City of Belleview, and the City of Dunnellon, and the Florida Department of Transportation (FDOT), dated May 18, 2004 may enter into agreements with local agencies to utilize the staff resources of such agencies or for the performance of certain services by such agencies; and

WHEREAS, pursuant to Section 339.175(2)(b), Florida Statutes, the TPO is an independent governmental entity separate and distinct from the CITY; and

WHEREAS, the TPO is desirous of obtaining certain services from the CITY to assist the TPO staff in managing the continuing, cooperative and comprehensive transportation planning process as mandated by State and Federal law; and

WHEREAS, it is deemed by the parties to be appropriate and necessary that the duties and obligation of the TPO and the CITY in relation to the staffing of the TPO be defined and fixed by formal agreement.

NOW, THEREFORE, in consideration of the mutual covenants, premises, and representations herein, the parties agree as follows:

### **1.00 PURPOSE**

For the reasons recited in the preamble, which are hereby adopted as part thereof, this agreement is to provide for professional services to carry out the terms of the Transportation Planning Joint Participation Agreement, dated April 26<sup>th</sup> 2016, between the TPO and the FDOT and to provide personnel for the administration of the TPO.

### **2.00 SCOPE OF SERVICES**

It is agreed by the CITY that it shall furnish the TPO with the staff necessary for professional, technical, administrative, and clerical services, office and other space, and other incidental items as may be required and necessary to manage the business and affairs of the TPO and to carry on the transportation planning and programming process specified by the Transportation Planning Joint Participation Agreement; provided, it is understood and agreed that, unless otherwise provided for,

the performance of such service and functions shall be limited to those specified and allocated in the annual Unified Planning Work Program (UPWP) budget and all approved budgets and management reports under Federal or State grant contracts with the TPO. The TPO shall be responsible for the utilities and other costs related to the operation of the office space.

The UPWP shall be prepared by the TPO Staff in cooperation with all related state and federal agencies and TPO committees in accordance with the rules and regulations governing the TPO and shall be subject to the approval of the TPO before submittal to State or Federal agencies.

## **2.01 TPO Director**

The TPO Director shall be selected by the TPO. Pursuant to Section 339.715(6)(g) Florida Statutes, the TPO Director shall report directly to the TPO governing board for all matters relating to the administration and operation of the TPO, including any additional personnel as deemed necessary. The TPO Director shall be responsible for the development of an appropriate organizational structure to carry out the responsibilities set forth in the Agreement; and the development of procedures to monitor and coordinate the planning process, as well as the overall administration of TPO programs. Addition of new personnel shall be subject to approval of the TPO. The TPO Director position shall be eligible for executive benefits as defined in HR-203 of the CITY's Administrative Policies and Procedures. The TPO chairman or his/her designee shall be responsible for the annual performance evaluation of the TPO Director.

## **2.02 Commitment of Personnel**

The TPO Director shall biannually have prepared a detailed listing of all tasks necessary and incident to carrying out the planning process. The TPO staff shall, at a minimum, have the following duties and functions:

carryout the tasks as defined in the annual UPWP and ensure the continued certification of the TPO;

coordinating the activities of the various structures established by the Interlocal Agreement heretofore mentioned;

preparing the agendas and public notification for meetings of the TPO, Technical Advisory and Citizens Advisory Committees, and Transportation Disadvantaged Local Coordinating Board, ~~and Transit Executive Committee;~~

preparing resolutions and other appropriate documents;

scheduling meetings, giving notice, keeping minutes;

coordinating and monitoring the activities of the various supporting offices;

preparing an annual report;

preparing such interim reports as may be required;

developing and implementing operating procedures of a secretarial and administrative nature as are necessary and proper in order to effect the most efficient implementation of

said program;

directing the implementation of policies established by the TPO;

and performing other duties as may be assigned by the TPO.

### **2.03 Legal Representation**

The TPO shall utilize the services of the CITY's attorney as needed. The TPO may employ special legal counsel for specific needs when it is deemed necessary.

### **2.04 Annual Budget**

The UPWP shall serve as the biannual budget for the TPO. The UPWP shall identify funding sources, participating agencies and the level of participation by the various agencies.

### **2.05 Financial Administration**

2.05.1 The records and accounts of the TPO including receipts, expenditures and deposits shall be administered by the City in accordance with accounts and accounting procedures which shall be developed by the CITY for the TPO.

2.05.2 Contracts and bids for the purchase of materials and services shall be in accordance with CITY procedures for the same purposes. The TPO shall review and approve all Requests for Proposals (RFP) and subsequent contracts.

2.05.3 Each year the TPO shall establish per diem rates as part of the annual UPWP process.

2.05.4 The TPO shall be responsible for establishing job descriptions and pay grades for TPO positions. Each pay grade will define a minimum, mid-point and a maximum for the position. The TPO Director shall be responsible for determining the salary for new hires.

### **2.06 Training**

Pursuant to Section 339.715(6)(h) Florida Statutes, the TPO shall provide training opportunities and training funds specifically for local elected officials and others who serve on the TPO. These training opportunities may be conducted by the TPO or through statewide and federal training programs and initiatives that are specifically designed to meet the needs of TPO board members.

### **2.07 Travel**

All travel by TPO personnel and Governing Board members shall be approved by the TPO Director. All travel by the TPO Director shall be approved by the TPO Board. All travel expenses shall be paid consistent with the provisions of Section 112.061, Florida Statutes. The TPO shall pay all Class

"C" travel expenses, as defined in Section 112.061, in accordance with the policies established in the UPWP. The CITY shall have no function or responsibility with respect to the approval of travel of any TPO staff or Governing Board members.

### **3.00 Reimbursement to the City of Ocala**

The TPO hereby agrees that it shall reimburse the CITY for all services rendered under this Agreement as specified in the UPWP budget and all approved budgets under Federal or State grant contracts with the TPO and in accordance with the procedures established pursuant to 2.05 of this Agreement. The determination of eligible costs shall be in accordance with 23 CFR Section 420, Federal Management Circular (FMC) 74-4, as appropriate.

### **3.01 Local Share**

The CITY will provide cash for the required match for Federal funds from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA).

### **3.02 Invoices and Progress Reports**

The TPO shall provide to the FDOT or appropriate Federal agencies quarterly progress reports and an invoice for reimbursement for all Federal grants with FHWA and FTA. The progress reports and invoices shall be in sufficient detail for audit purposes.

### **3.03 Payment**

Payment to the CITY of any and all monies by the TPO is contingent upon the TPO first receiving the funds for the work tasks from the FDOT, FHWA, or FTA.

### **4.00 Information and Reports**

The TPO will provide all required information and reports and will permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by FDOT, FHWA, or FTA to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of the TPO is in the exclusive possession of another who fails or refuses to furnish this information, the TPO shall certify to FDOT, FHWA, or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.

### **5.00 Amendment of Agreement**

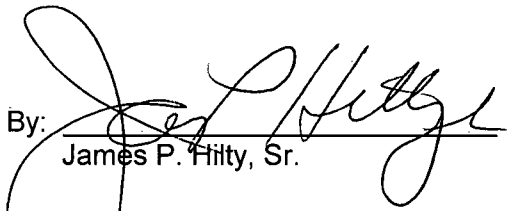
The CITY and the TPO may, upon initiation of either party, amend this Agreement to cure any ambiguity, defect, omission or to grant any additional powers, or to confer additional duties which are consistent with the intent and purpose of this Agreement subject to formal approval by resolution of each party.


This Agreement shall become effective upon approval by the TPO and the Ocala City Council and remain in effect for a period of five years. At that time, the TPO shall review this Agreement to determine if any changes are warranted.

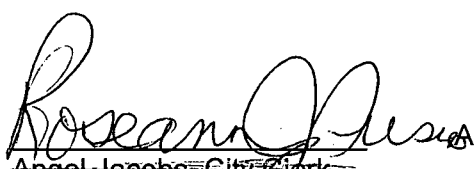
IN WITNESS WHEREOF, the undersigned parties have caused this Staff Services Agreement to be duly executed in their behalf this \_\_\_\_\_ day of \_\_\_\_\_, 2016.


CITY OF OCALA

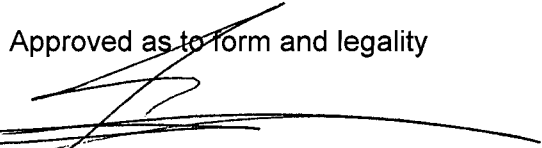
OCALA/MARION COUNTY  
TRANSPORTATION PLANNING  
ORGANIZATION

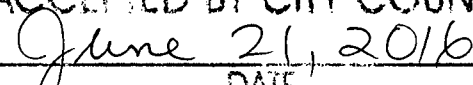
By:   
James P. Hilty, Sr.

By:   
Brent Malever, TPO Chairman

ATTEST:   
~~Angel Jacobs, City Clerk~~  
Roseann J. Fusco  
Deputy City Clerk

  
Michael Daniels, TPO Director

Approved as to form and legality  
  
Patrick G. Gilligan, City Attorney

ACCEPTED BY CITY COUNCIL  
  
DATE  
OFFICE OF THE CITY CLERK

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

THIS JOINT PARTICIPATION AGREEMENT is made and entered into on this [insert day of month] day of [insert month], [insert year] by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the Ocala / Marion Transportation Planning Organization (TPO); the East Central Florida Regional Planning Council; the City of Ocala City Council on behalf of the Ocala International Airport and the Marion County Board of County Commissioners 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, Title 23 Code of Federal Regulations (CFR) §450 requires that the State, the Metropolitan Planning Organization, and the operators of publicly owned transportation systems shall enter into an agreement clearly identifying the responsibilities for cooperatively carrying out such transportation planning (including multimodal, systems-level corridor and subarea planning studies pursuant to Title 23 CFR §450) and programming;

WHEREAS, pursuant to Section 20.23, F.S., the 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, herein after 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 21<sup>st</sup> 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, and is operated by the Ocala / Marion Transportation Organization Board;

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 a 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 specifying 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, it is in the public interest that the TPO, operators of public transportation systems, including transit systems, commuter rail systems, port and Ocala International Airport / City of Ocala Council and Marion County Airport / Dunnellon Airport Authority, jointly pledge their intention to cooperatively participate in the planning and programming of transportation improvements within this Transportation 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**

### **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 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.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a transportation planning organization consistent with the Long Range Transportation Plan, developed pursuant to Titles 23 USC §134, 49 USC §5303, 23 CFR §450 and Section 339.175, F.S.

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 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 AND 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 public transit authorities which have been, or may be, created by law.

The TPO shall ensure that 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 foregoing 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, amendment, 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, justification for including the project in the program.
- (d) Multi-modal transportation agency 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 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 a 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, amendment, 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 a draft TIP or LRTP, the 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 if 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 representatives 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):

Director 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 Sections 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 responsibilities 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*

*121 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, Florida 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 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 and the same instrument.

Section 6.08. Effective date. This Agreement shall become effective upon its recording by all parties hereto.

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, or 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 matters 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.


  
\_\_\_\_\_  
Patrick G. Gilligan  
City of Ocala Attorney

**Dunnellon Airport Authority/  
Marion County Board of County Commissioners**

  
\_\_\_\_\_  
Commissioner Carl Zalak, Chairman

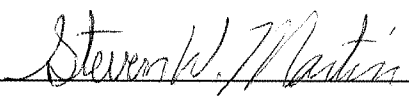
Approved as to form and legality:

  
\_\_\_\_\_  
for: Guy Minter, Marion County Attorney

Attest:   
\_\_\_\_\_  
David R. Ellspermann  
Marion County Clerk of the Circuit Court

Date: September 19, 2017

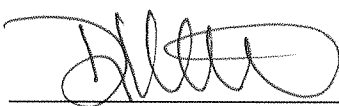
**Florida Department of Transportation**

  
\_\_\_\_\_  
Steve Martin, District Secretary

Attest:   
\_\_\_\_\_

Date: 10/3/17

Approved as to form and legality:

  
\_\_\_\_\_

District Counsel J. McDERMOTT

Date: 10.3.17

(Seal)

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 relating to the TPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

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**

David Moore  
Commissioner David Moore, Chairman

Attest: Michael P. Davis Date: 8/29/17

Approved as to form and legality:

Patrick G. Gilligan  
Patrick G. Gilligan  
Ocala / Marion County Transportation Planning Organization Attorney

**East Central Florida Regional Planning Council**

Lee Constantine  
Commissioner Lee Constantine, ECFRPC

Chairman Attest: Sege Parker

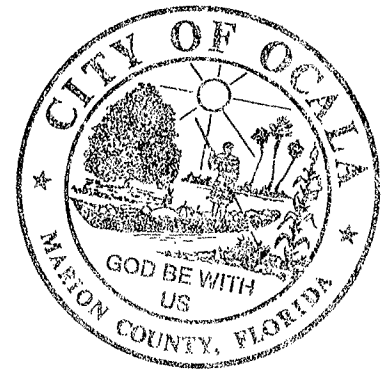
Date: 9/20/2017

**Ocala International Airport /City of Ocala Council**

Brent Malever  
Councilman Brent Malever, President

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

Date: 9-19-17



ACCEPTED BY CITY COUNCIL  
September 19, 2017  
DATE  
OFFICE OF THE CITY CLERK

Approved as to form and legality:

BYLAWS OF THE  
OCALA/MARION COUNTY TRANSPORTATION PLANNING ORGANIZATION

Adopted: May 25, 2004

## PREAMBLE

The Ocala/Marion County Transportation Planning Organization (TPO) was created in accordance with the 23 United States Code 134 and 49 United States Code 5303 and Section 339.175, Florida Statutes, and operates under the provisions of Section 163.01, Florida Statutes. The powers, privileges and authority of the TPO are specified in Section 339.175, Florida Statutes, and incorporated into the Interlocal Agreement for the Creation of the Ocala/Marion County Transportation Organization authorized under Section 163.01, Florida Statutes.

In compliance with the above referenced legislation, the following sets forth the Bylaws, Policies and Procedures which shall serve to guide the proper functioning of the transportation planning process for the TPO. The intent is to provide guidance for the operation of the TPO, to insure the accomplishment of transportation planning tasks within a cooperative framework properly related to comprehensive planning on a continuing basis.

## PURPOSE AND FUNCTIONS

- (1) Representatives of Marion County, the cities of Belleview, Dunnellon, and Ocala, the Florida Department of Transportation and the United States Department of Transportation shall be involved in the transportation planning process by the establishment of a TPO. Its purpose shall be to provide effective leadership in the initiation and development of transportation plans, programs and strategies. As such, it shall set transportation policy for the designated planning area as identified in 2003 Apportionment Plan, provide guidance for the area's transportation planning process, and review, approve and adopt all plans and programs which are developed by the process. As the body directly responsible for the guidance of the transportation planning process, the TPO shall insure that the recommendations made therein are consistent with the goals and standards of the Federal Government, the State, the counties and the jurisdictions within the counties.
- (2) The functions of the TPO shall include, but not be limited to the following:
  - (a) preparation of a Long Range Transportation Plan with at least a 20-year horizon;
  - (b) development an annual Unified Planning Work Program (UPWP);
  - (c) preparation of an annually updated Transportation Improvement Program (TIP) consisting of improvements recommended from the Long Range Transportation Plan;
  - (d) development and maintenance of a Congestion Management System;
  - (e) development and implementation of a public involvement plan
  - (f) development and publication of an Annual Report for public dissemination;
  - (g) ensure the compatibility of state and local plans, programs, and projects with the Long Range Transportation Plan and programs of the TPO;
  - (h) insure that all jurisdictional areas within the TPO planning area are included in the

transportation planning process;

- (i) perform other duties delegated by federal and state laws or rules and regulations;
- (j) insure that all transportation modes are considered in the planning process;
- (k) insure that the transportation needs of all persons, including the elderly and handicapped are considered in the planning process;
- (l) establish a Citizen's Advisory Committee in order to assure meaningful citizens involvement in the transportation planning process; and
- (m) establish a Transportation Technical Committee to be responsible for the transportation portions of the transportation planning process.

**MEMBERSHIP**

- (1) The membership of the TPO is apportioned by the Governor of the State of Florida among the governmental entities which constitute the TPO, based on equitable population ratio and geographic factors. At least every five years the membership is reapportioned by the Governor. The governmental body of each governmental entity appoints the appropriate number of members to the TPO from eligible officials. The TPO consists of the following apportioned members:

<b>Voting Representation</b>	
Marion County	5 seats
City of Ocala	5 seats
City of Belleview	1 seat
City of Dunnellon	1 seat
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<b>Total</b>	<b>12 seats</b>

**Non-Voting Representation**  
FDOT District V Secretary

- (2) The Cities of Belleview, Dunnellon and Ocala may each appoint an alternate elected official to attend and vote at any TPO meeting at which the regular members in attendance do not comprise a quorum, provided that they meet the qualifications established in these Bylaws.
- (3) Non-voting advisors may be appointed by the TPO as deemed necessary.
- (4) Non-voting members shall sit with the same rights and privileges as other members, except that non-voting members shall not have the right to present resolution, motions or second the same, or to vote upon any motions or resolutions of the TPO.

**APPOINTMENT, QUALIFICATIONS AND TERMS OF OFFICE**

- (1) All voting members shall be elected officials of the member jurisdiction.

- (2) TPO members shall serve four (4) year terms. Membership shall terminate upon the member leaving his elected or appointed office for any reason, or by a majority vote of the total membership of a county or city governing body represented by the member.
- (3) Vacancies shall be filled by the original appointing body. Members may be reappointed for one or more additional four year terms.
- (4) If any municipality or county fails to fill an assigned appointment to the TPO within sixty (60) days after notification by the Governor of its duty to appoint, that appointment shall be made by the Governor from the eligible representatives of said municipality or county.

### OFFICERS AND DUTIES

- (1) At the last regular meeting the year, the TPO shall elect the following officers to serve for the following calendar year:
  - (1) Chairman
  - (2) Vice-Chairman
- (2) The Chairman shall preside at all meetings. In the event of his absence or at his direction, the Vice-Chairman shall assume the powers and duties of the Chairman.
- (3) In the event of the permanent incapacitation of the Chairman or Vice-Chairman of the TPO, a new officer will be elected from the membership at the next scheduled meeting.

### REGULAR MEETINGS

- (1) Regular meetings of the TPO shall be held at least quarterly. At the last regular meeting of each year, the TPO will approve the following year's meeting schedule. Regular meeting dates and times may be changed by the chairman or vice-chairman to accommodate special circumstances such as holidays.
- (2) Agenda packets will be provided to TPO members at least five (5) days prior to the regularly scheduled meeting.

### SPECIAL MEETINGS

- (1) A special meeting of the TPO may be called by the Chairman. Each member of the TPO and local media services will receive a notification of such special meeting stating the date, hour and place of the meeting and the purpose for which such meeting is called, and no other business shall be transacted at that meeting.
- (2) No less than five (5) days before such special meeting, the TPO shall give public notice of the date, hour and place of said meeting including a statement of the general subject matter to be considered, unless such notice is impossible under the circumstances.

## EMERGENCY MEETING

- (1) An emergency meeting of the TPO may be called by the Chairman when in his opinion, an emergency exists which requires immediate action by the TPO. When such a meeting is called, each TPO member will be notified, as will local media services, stating the date, hour and place of the meeting and the purpose for which it is called, and no other business shall be transacted at that meeting. At least a twenty-four (24) hour advance notice of such emergency meeting shall be given before the time the meeting is held.
- (2) If after reasonable diligence, it becomes impossible to give notice to each member, such failure shall not affect the legality of the emergency meeting if a quorum is present. The minutes of each emergency meeting shall show the manner and method by which notice of such meeting was given to each member of the TPO and the media.

## PUBLIC HEARINGS AND WORKSHOPS

- (1) Public hearings and workshops may be called by the TPO and may be scheduled before or after regular meetings at the same meeting place or may be scheduled at other times and places provided:
  - (1) the TPO shall give public notice of the date, hour and place of the hearing or workshop including a statement of the general subject matter to be considered no less than five (5) days (or as required by Federal and State regulations) before the event; and
  - (2) no formal business, for which notice has not been given, shall be transacted at such public hearings or workshops.

## MEETING AGENDA

- (1) There shall be an official agenda for every meeting of the TPO, which shall determine the order of business conducted at the meeting.
- (2) The TPO shall not take action upon any matter, proposal or item of business not listed on the official agenda, unless two-thirds (2/3) of the entire TPO shall have first consented to the presentation thereof for consideration and action; however, the Chairman may add new business to the agenda under other business, or reports.
- (3) No agenda item listed on the agenda for public hearing or vote thereon may be deferred until a later time unless two-thirds (2/3) of the voting members present shall vote in favor of such deferral.
- (4) Matters may be placed on the agenda by any TPO, TAC, or CAC member, County Administrator, City Manager or City Clerk or the TPO staff. Matters within the scope of jurisdiction of the TPO may also be placed on the agenda by any citizen with the concurrence of the Chairman.



- (5) The agenda shall be prepared by the TPO staff.
- (6) This rule is not applicable to special or emergency meetings.

### RESOLUTIONS AND MOTIONS

- (1) All actions of the TPO shall be by resolution or motion as follows:
  - (1) Action by resolution shall be required for:
    - (1) adoption of budgets; approval of transportation plans
    - (2) adoption of policy directives;
    - (3) adoption of rules or procedures; establishment of or changes in internal organizational structure; and
    - (4) any other matters deemed by the TPO to be of sufficient importance to warrant adoption by formal resolution;
  - (2) all official and formal resolutions of the TPO shall be recorded in the minutes and kept in the TPO's permanent files;
  - (3) action by motion shall be for approval of purely administrative matters including directives or authorizations to the Chairman, committees, or the technical staff; and
  - (4) all official and formal motions of the TPO shall be recorded in the minutes and kept in the TPO's permanent files.
- (2) A copy of each resolution shall be furnished to the TPO members no later than five (5) calendar days before a vote may be called on the resolution; however, this provision shall be deemed waived unless asserted by a voting member before the TPO takes action on the resolution in question.

### CONDUCT OF MEETINGS

- (1) All TPO meetings will be open to the public
- (2) Roberts Rules of Order shall be used as a guideline to conduct all meetings.
- (3) A majority of the whole number of voting members of the TPO shall constitute a quorum. No official action shall be taken without a quorum. No resolution or motion shall be adopted by the TPO except upon the affirmative vote of a majority of the members present.
- (4) Should no quorum attend within fifteen (15) minutes after the hour appointed for the meeting of the TPO, the Chairman or Vice-Chairman may choose to adjourn the meeting or continue the meeting to discuss any agenda items that do not require a vote or are informational in

nature. In that event of immediate adjournment, those members present may; by unanimous agreement, select another hour or day to meet. The names of the members present and their action at such meeting shall be recorded in the minutes.

- (5) All meetings of the TPO shall be conducted in accordance with the following:
  - (1) the Chairman shall preside at all meetings at which he is present;
  - (2) in the absence of the Chairman, the Vice-Chairman shall preside;
  - (3) the Chairman shall state every question coming before the TPO and announce the decision of the TPO on all matters coming before it;
  - (4) a majority vote of the members present shall govern and conclusively determine all questions of order not otherwise covered;
  - (5) the Chairman shall take the chair at the hour appointed for the meeting, and shall call the TPO to order immediately;
  - (6) in the absence of the Chairman and Vice-Chairman, the TPO staff representative shall determine whether a quorum is present and in that event shall call for election of a temporary Chairman. Upon the arrival of the Chairman, or Vice-Chairman, the temporary Chairman shall relinquish the Chair upon conclusion of the business immediately before the TPO;
  - (7) any TPO member who intends to be absent for any TPO meeting shall notify the TPO staff of the intended absence as soon as he or she conveniently can;
  - (8) the vote upon any resolution, motion or other matter may be a voice vote, unless the Chairman or any member requests that a roll call vote be taken;
  - (9) upon every roll call vote the staff representative shall call the roll, tabulate the votes, and announce the results;
  - (10) the minutes of prior meetings may be approved by a majority of the members present and upon approval shall become the official minutes;
  - (11) unless a reading of the minutes of a meeting is requested by a majority of the TPO, the minutes shall not be read for approval provided the TPO staff delivers a copy thereof to each TPO member at least two (2) full working days prior to the meeting;
  - (12) with the concurrence of the Chairman any citizen shall be entitled to be placed on the official agenda of a regular meeting of the TPO and be heard concerning any matter within the scope of the jurisdiction of the TPO;
  - (13) each person, other than TPO staff members, who addresses the TPO shall give the following information for the minutes:
    - (1) name;

- (2) address;
  - (3) representing;
  - (4) whether or not he or she is being compensated by the person or persons for whom he speaks; and
  - (5) whether he or she or any member of his or her immediate family has a personal financial interest in the pending matter, other than that set forth in (4) above;
- (14) unless further time is granted by the TPO, each person shall limit his or her address to five (5) minutes; and
- (15) all remarks shall be addressed to the TPO as a body and not to any member thereof. No person, other than TPO members, and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member, without permission of the presiding officer. No question shall be asked a governing board member except through the presiding officer.

#### SUBCOMMITTEES

- (1) TPO subcommittees may be designated by the TPO as necessary to investigate and report on specific subject areas of interest to the TPO. These subcommittees may include but are not limited to:
- (1) administrative matters; and
  - (2) bylaws.



**January 18, 2019**

**TO: TPO Board Members**

**FROM: Michael Daniels, Director**

**SUBJECT: Steps to transition SunTran from the TPO to the City of Ocala**

---

Per the TPO Chairman's request I have provided the following information regarding potential changes required to separate SunTran from the jurisdiction of the TPO and have it be operated by the City of Ocala.

The SunTran Interlocal Agreement would need to be amended in the following locations:

- Section 2: TPO shall serve as the policy board for the public transportation system, this would be changed to the City of Ocala
- Section 3: TPO staff shall be responsible for the day to day administration of SunTran, this would be changed to the City of Ocala
- Section 5: FTA Federal Grant fund 5305(d) is used for transit but also can be used for other transportation planning activities, the Board would need to determine how this money would be distributed.

Another issue to consider is that the Red Route which serves Silver Springs Shores, is located predominantly outside of the City of Ocala limits.

I have highlighted the designated sections of the Interlocal Agreement for your consideration.

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

*Cooperative and comprehensive planning for our transportation needs*  
*Marion County • City of Belleview • City of Dunnellon • City of Ocala*

121 S.E. Watula Avenue • Ocala, Florida 34471  
Telephone: (352) 629-8297 • Fax: (352) 629-8240 • [www.ocalamariontpo.org](http://www.ocalamariontpo.org)

Contract # TPO/17-013

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into this 17<sup>th</sup> day of October 2017, by and between the CITY OF OCALA, a 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.

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, SunTran, began operation on December 15, 1998, and has continued to provide the community with public transportation service; and

WHEREAS, the CITY and COUNTY are authorized by Section 163.01, Florida Statutes, 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.

**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:

**SECTION 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 service will be provided.

## **SECTION 2 - ESTABLISHMENT OF POLICY BOARD**

The Ocala/Marion County TPO shall serve as the policy board for the public transportation system. The TPO shall be responsible for establishment of all fares, service standards, rules and regulations of the system.

## **SECTION 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. TPO staff shall be responsible for the day-to-day administration and oversight of the service. The TPO staff will provide the TPO quarterly reports outlining the ridership, revenues, expenses, and other information pertinent to the public transportation system.

## **SECTION 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.

## **SECTION 5 - CAPITAL AND OPERATIONAL CONTRIBUTIONS**

The CITY agrees to acquire the physical facilities (i.e. buses, signage, bus stop furnishings, etc.) that shall be 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 CITY and COUNTY agree that 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 sixty (60) percent of any local monies required and the COUNTY shall provide forty (40) percent for any grant related to capital and operation. 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.

The funds for capital and operating costs shall be provided by the Parties to this Interlocal Agreement to the CITY on a quarterly basis.

All revenues derived from the operation of the transit system shall be utilized to reduce the operating costs of the system.

## **SECTION 6 - TERM AND RENEWAL OF INTERLOCAL AGREEMENT**

This Interlocal Agreement shall be for the term of **October 1, 2017 to September 30, 2022**. Prior to the expiration of this Interlocal Agreement, the terms and conditions shall be reviewed by the TPO to determine continuation of the public transportation system. This Interlocal Agreement may be terminated by a simple majority vote of either party at least 180 days prior to the end of any fiscal year (October 1 - September 30). Notice of intent to terminate shall be

given to the other party within 2 weeks of said vote. The effective date of termination shall be the end of the then current fiscal year.

#### **SECTION 7 - 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 Agreement 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 sources.



IN WITNESS WHEREOF, the undersigned parties have caused this Interlocal Agreement to be duly executed in their behalf on this 29th day of November, 2017.

BOARD OF COUNTY COMMISSION OF  
MARION COUNTY, FLORIDA


By:   
Carl Zalak  
Chairman, Marion County BOCC

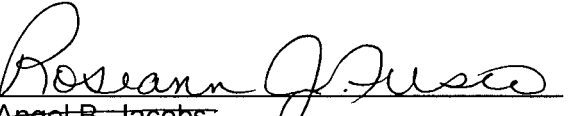
Attest:   
David R. Ellspermann  
Clerk of the Court

Approved as to form and legality:


  
Matthew G. Minter  
County Attorney



CITY OF OCALA  
By:   
Brent Malever  
President, Ocala City Council

Attest:   
~~Angel B. Jacobs~~      Roseann J. Fusco  
City Clerk                      Deputy City Clerk

Approved as to form and legality:

  
~~Patrick G. Gilligan~~      Robert W. Batsel, Jr.  
City Attorney

ACCEPTED BY CITY COUNCIL  
October 17, 2017  
DATE  
OFFICE OF THE CITY CLERK

BYLAWS OF THE  
OCALA/MARION COUNTY TRANSPORTATION PLANNING ORGANIZATION

Adopted: May 25, 2004

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FDOT District V Secretary

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  - (2) no formal business, for which notice has not been given, shall be transacted at such public hearings or workshops.

## MEETING AGENDA

- (1) There shall be an official agenda for every meeting of the TPO, which shall determine the order of business conducted at the meeting.
- (2) The TPO shall not take action upon any matter, proposal or item of business not listed on the official agenda, unless two-thirds (2/3) of the entire TPO shall have first consented to the presentation thereof for consideration and action; however, the Chairman may add new business to the agenda under other business, or reports.
- (3) No agenda item listed on the agenda for public hearing or vote thereon may be deferred until a later time unless two-thirds (2/3) of the voting members present shall vote in favor of such deferral.
- (4) Matters may be placed on the agenda by any TPO, TAC, or CAC member, County Administrator, City Manager or City Clerk or the TPO staff. Matters within the scope of jurisdiction of the TPO may also be placed on the agenda by any citizen with the concurrence of the Chairman.

- (5) The agenda shall be prepared by the TPO staff.
- (6) This rule is not applicable to special or emergency meetings.

### RESOLUTIONS AND MOTIONS

- (1) All actions of the TPO shall be by resolution or motion as follows:
  - (1) Action by resolution shall be required for:
    - (1) adoption of budgets; approval of transportation plans
    - (2) adoption of policy directives;
    - (3) adoption of rules or procedures; establishment of or changes in internal organizational structure; and
    - (4) any other matters deemed by the TPO to be of sufficient importance to warrant adoption by formal resolution;
  - (2) all official and formal resolutions of the TPO shall be recorded in the minutes and kept in the TPO's permanent files;
  - (3) action by motion shall be for approval of purely administrative matters including directives or authorizations to the Chairman, committees, or the technical staff; and
  - (4) all official and formal motions of the TPO shall be recorded in the minutes and kept in the TPO's permanent files.
- (2) A copy of each resolution shall be furnished to the TPO members no later than five (5) calendar days before a vote may be called on the resolution; however, this provision shall be deemed waived unless asserted by a voting member before the TPO takes action on the resolution in question.

### CONDUCT OF MEETINGS

- (1) All TPO meetings will be open to the public
- (2) Roberts Rules of Order shall be used as a guideline to conduct all meetings.
- (3) A majority of the whole number of voting members of the TPO shall constitute a quorum. No official action shall be taken without a quorum. No resolution or motion shall be adopted by the TPO except upon the affirmative vote of a majority of the members present.
- (4) Should no quorum attend within fifteen (15) minutes after the hour appointed for the meeting of the TPO, the Chairman or Vice-Chairman may choose to adjourn the meeting or continue the meeting to discuss any agenda items that do not require a vote or are informational in

nature. In that event of immediate adjournment, those members present may; by unanimous agreement, select another hour or day to meet. The names of the members present and their action at such meeting shall be recorded in the minutes.

- (5) All meetings of the TPO shall be conducted in accordance with the following:
  - (1) the Chairman shall preside at all meetings at which he is present;
  - (2) in the absence of the Chairman, the Vice-Chairman shall preside;
  - (3) the Chairman shall state every question coming before the TPO and announce the decision of the TPO on all matters coming before it;
  - (4) a majority vote of the members present shall govern and conclusively determine all questions of order not otherwise covered;
  - (5) the Chairman shall take the chair at the hour appointed for the meeting, and shall call the TPO to order immediately;
  - (6) in the absence of the Chairman and Vice-Chairman, the TPO staff representative shall determine whether a quorum is present and in that event shall call for election of a temporary Chairman. Upon the arrival of the Chairman, or Vice-Chairman, the temporary Chairman shall relinquish the Chair upon conclusion of the business immediately before the TPO;
  - (7) any TPO member who intends to be absent for any TPO meeting shall notify the TPO staff of the intended absence as soon as he or she conveniently can;
  - (8) the vote upon any resolution, motion or other matter may be a voice vote, unless the Chairman or any member requests that a roll call vote be taken;
  - (9) upon every roll call vote the staff representative shall call the roll, tabulate the votes, and announce the results;
  - (10) the minutes of prior meetings may be approved by a majority of the members present and upon approval shall become the official minutes;
  - (11) unless a reading of the minutes of a meeting is requested by a majority of the TPO, the minutes shall not be read for approval provided the TPO staff delivers a copy thereof to each TPO member at least two (2) full working days prior to the meeting;
  - (12) with the concurrence of the Chairman any citizen shall be entitled to be placed on the official agenda of a regular meeting of the TPO and be heard concerning any matter within the scope of the jurisdiction of the TPO;
  - (13) each person, other than TPO staff members, who addresses the TPO shall give the following information for the minutes:
    - (1) name;



- (2) address;
  - (3) representing;
  - (4) whether or not he or she is being compensated by the person or persons for whom he speaks; and
  - (5) whether he or she or any member of his or her immediate family has a personal financial interest in the pending matter, other than that set forth in (4) above;
- (14) unless further time is granted by the TPO, each person shall limit his or her address to five (5) minutes; and
- (15) all remarks shall be addressed to the TPO as a body and not to any member thereof. No person, other than TPO members, and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member, without permission of the presiding officer. No question shall be asked a governing board member except through the presiding officer.

#### SUBCOMMITTEES

- (1) TPO subcommittees may be designated by the TPO as necessary to investigate and report on specific subject areas of interest to the TPO. These subcommittees may include but are not limited to:
- (1) administrative matters; and
  - (2) bylaws.



**January 16, 2019**

**TO: TPO Board Members FROM:**

**Michael Daniels, Director**

**SUBJECT: Membership Apportionment Plan**

---

In January 2004, the Marion County Board of County Commissioners and the Cities of Belleview, Dunnellon and Ocala passed a resolution supporting the membership composition and apportionment of voting and non-voting member for the Ocala/Marion County Metropolitan Planning Organization. The resolutions show the voting membership composition as follows:

- One (1) Voting member from the City of Belleview,
- One (1) Voting member from the City of Dunnellon,
- Five (5) Voting members from the City of Ocala,
- Five (5) Voting members from the Marion County Board of County Commissioners,
- One (1) Non-voting member from the State of Florida Department of Transportation, described as the District Secretary.

Pursuant to section 2.5.1 of the FDOT-MPO Handbook, "the MPO voting membership, as reflected in the Membership Apportionment Plan, must consist of at least 5, but no more than 25 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governor, based on an agreement among the affected units of general-purpose local government, as required by Federal rules and regulations [339.175(3)(a), F.S.].

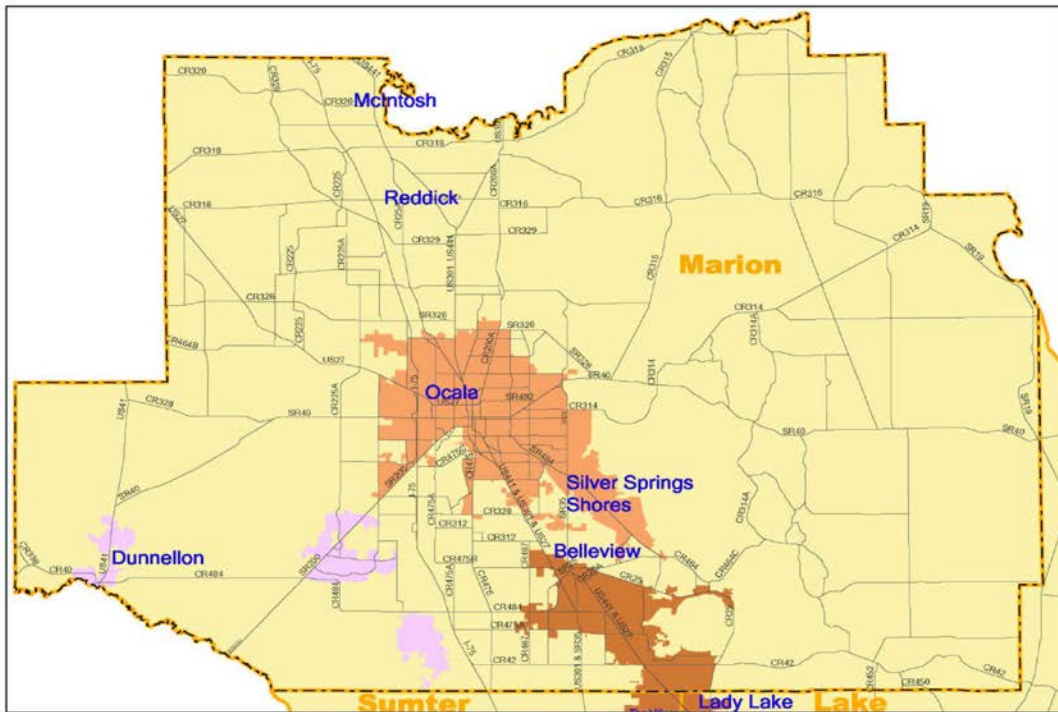
Redesignation of the existing apportionment requirements would require a 75% majority vote of the TPO Board. I have included the following information for your review:

- Approved 2003 Apportionment Plan
- Resolutions approving the 2003 Apportionment Plan from Marion County and the Cities of Belleview, Dunnellon and Ocala
- A revised Apportionment table using the same methodology that was approved in the 2003 Plan.
- Excerpted sections of the FDOT-MPO Handbook regarding the Membership Apportionment Plan
- A factsheet showing a profile of all of the MPO's in Florida including apportionment.

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

# OCALA/MARION COUNTY METROPOLITAN PLANNING ORGANIZATION

## 2003 APPORTIONMENT PLAN



*As required by Title 23 Section 134 United States Code and  
Chapter 339.175 Florida Statutes*

Adopted  
November 25, 2003

**OCALA/MARION COUNTY  
METROPOLITAN PLANNING ORGANIZATION**

Andy Kesselring, Chairman  
Marion County Commission

Emery Abshier  
Bellevue City Commission

Kyle Kay, Vice Chairman  
Ocala City Council

Michael Amsden  
Ocala City Council

Kent Guinn (Alternate)  
Ocala City Council

Jim Payton  
Marion County Commission

Daniel Owen  
Ocala City Council

Gerald Ergle, Mayor  
City of Ocala

Ron McAndrew  
Dunnellon City Council

Randy Harris  
Marion County Commission

Mary Sue Rich  
Ocala City Council

Steve Henning  
Marion County Commission

Parnell Townley  
Marion County Commission

**MPO STAFF**

Greg Slay, Director

Jeff Shrum, Transportation Planner

Normand Belleville, Transit Coordinator

Ann McGaffic, GIS Analyst

Karen Parko, Transportation Specialist

Pat Hively, Staff Assistant

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## INTRODUCTION

In order to ensure the development of a safe and effective surface transportation system, 23 United States Code 134 and Chapter 175, Florida Statutes require that a metropolitan planning organization (MPO) be established for each urbanized area (UA) designated by the US Census Bureau. The Census Bureau defines an urbanized area as:

*“...a densely settled area that has a census population of at least 50,000 with a geographic core of block groups or blocks that have a density of at least 1,000 people per square mile and adjacent block groups or blocks with at least 500 people per square mile.”*

The primary function of the MPO is to develop plans and programs that reflect the transportation priorities in the planning area. The designation of an MPO is established via an agreement between the Governor’s office and the units of local government representing at least 75% of the population in the urbanized area.

## OCALA/MARION COUNTY METROPOLITAN PLANNING ORGANIZATION

The Ocala/Marion County MPO was originally designated in 1981. The MPO is the public agency responsible for developing policies and procedures to guide the transportation planning process for the Ocala urbanized area and Marion County as a whole. As the body most directly responsible for the guidance of the transportation planning process, the MPO strives to insure that the recommendations are in keeping with the goals and objectives found in federal and state law as well as the comprehensive plans of Marion County and the incorporated jurisdictions. The MPO also serves the policy and oversight board for SunTran, the local fixed-route transit system and the planning agency for the Transportation Disadvantaged program.

At its inception, the board was comprised of five representatives each from Marion County and the City of Ocala. In 1989, representatives from the cities of Belleview and Dunnellon were added to the board in recognition of the growing transportation issues within their respective jurisdictions. Today, the Board is comprised of the following twelve (12) members:

- Five (5) Marion County Commissioners
- Four (4) Ocala City Council Members
- One (1) Belleview City Commissioner
- One (1) Dunnellon City Council Member
- The Mayor of the City of Ocala

In addition, the Ocala City Council President serves as an alternate for any Ocala representative. The following details the breakdown that established the current composition of the Board based on 1990 populations:

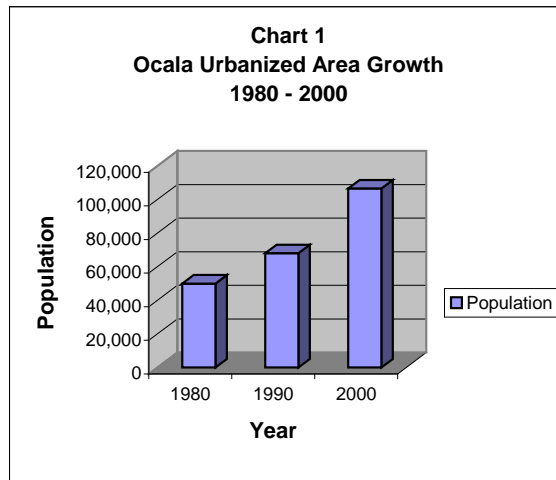
	Urbanized Population	Population Proportion	Membership (Unadjusted)	Membership (Adjusted)	Membership Distribution
Marion County	25,959	36%	4.31	5	42%
Ocala	42,045	58%	6.98	5	42%
Bellevue	2,666	4%	0.44	1	8%
Dunnellon	1,624	2%	0.27	1	8%
<i>Total</i>	72,294	100%	12	12	100%

The MPO staff, the Citizens Advisory Committee (CAC), the Technical Advisory Committee (TAC), and the Transportation Disadvantaged Local Coordinating Board (TDLCB) assist the MPO with planning support recommendations. Prior to the implementation of SunTran, the MPO established the Transit Executive Committee (TEC). The TEC is comprised of one elected official from each local government that is a party to the interlocal agreement (currently Marion County and the City of Ocala), a representative from the TDLCB and two citizen appointees. Each committee carries out its prescribed responsibilities according to adopted bylaws.

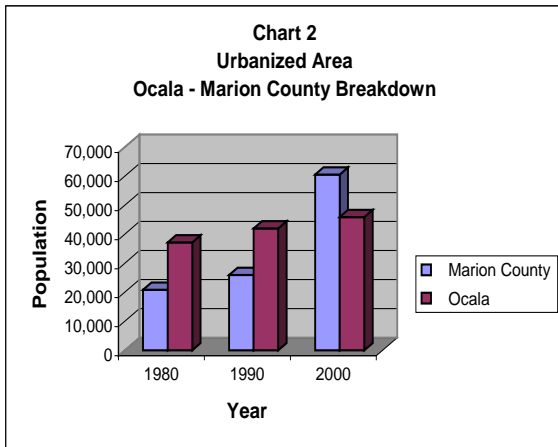
**CENSUS INFORMATION**

**OCALA URBANIZED AREA**

The MPO was formed in 1981 after the Census Bureau designated the Ocala Urbanized Area with a population of 58,013. Urbanized Areas (UA) are designated based on the largest municipality located within the UA. In 1990, the population of the Ocala UA rose to 68,004, an increase of 17%. By 2000, the population had risen to 106,542, an 83% increase from 1980 and 56% since 1990. Chart 1 depicts the growth of the Ocala UA since 1980. Since its



designation, the City of Ocala and Marion County have been the only two jurisdictions contained in the urbanized area. The area includes the entire city limits as well as heavily populated portions of unincorporated Marion County including Silver Springs Shores and numerous residential subdivisions located north and south of Ocala. Map 1 shows the limits of the Ocala UA as designated by the 2000 Census.



Until 2000, the City of Ocala had the higher portion of the population. Ocala's population has grown steadily since 1980, rising from 37,170 to 45,943 in 2000. Marion County experienced a 25% increase between 1980 and 1990, growing from 20,843 to 25,959. From 1990 to 2000, Marion County's portion of the urbanized area increased 134% to 60,599. Chart 2 illustrates this trend for the Ocala UA.



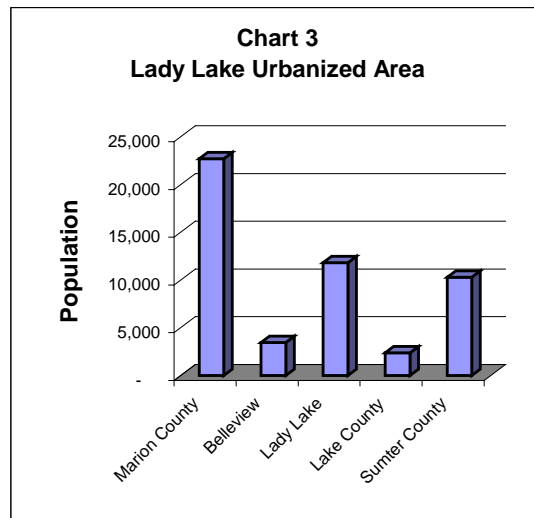


## URBAN CLUSTERS

A new designation developed by the Census Bureau was the Urban Cluster. Urban Clusters (UC) are defined as areas with a population of 2,500 meeting certain density requirements. The 2000 Census identified three Urban Clusters: Ross Prairie, Marion Oaks and Dunnellon. The Ross Prairie UC, with a population of 15,339, is the largest of the three. It is located in southwest Marion County along the SR 200 corridor just outside the Ocala UA and includes much of the high-growth area developed in the 1990's. It continues to be one of the fastest growing areas in Marion County. The Marion Oaks UC is located in south Marion County and is contained within the Marion Oaks subdivision. The population of the Marion Oaks UC is 5,399. The Dunnellon UC has a population of 4,515 and includes the City of Dunnellon and the Rainbow Springs Development of Regional Impact (DRI).

## LADY LAKE URBANIZED AREA

The 2000 Census designated a new UA that highlighted the tremendous growth taking place in North Central Florida. The area was designated as the Lady Lake UA with a population of 50,721 and included portions of unincorporated Marion, Lake and Sumter Counties as well as the Town of Lady Lake and the City of Belleview. The Marion County and Belleview portion of the Lady Lake UA currently lie within the MPO's planning area. The area includes the Villages, a retirement community that covers portions of the Town of Lady Lake and Marion and Sumter Counties. The Villages is the fastest growing community in Central Florida and is anticipated to cover a significant portion of eastern Sumter County by 2015. Based on the growth rate in the Villages and north Lake County, there is a high probability that the Lady Lake UA will merge with the newly designated Leesburg-Eustis UA in Lake County. Map 2 illustrates the boundaries of the Lady Lake UA.



## DISPOSITION OF LADY LAKE URBANIZED AREA

The designation of the Lady Lake UA raised several complicated issues relating to how the area would be represented. In addition to the Lady Lake UA, another new urbanized area was designated in Lake County. The Leesburg-Eustis Urbanized Area stretched from just south of the Lady Lake UA to the Orange County Line. Since there was no existing MPO representing the portions of the two areas within Lake or Sumter Counties, discussions began between the Ocala/Marion County MPO and the major jurisdictions located within the two new urbanized areas. The primary concern among all the parties as well as FDOT was the coordination of planning activities between the entities ultimately established. Several alternatives were reviewed including the following:

- Tri-county MPO (all three urbanized areas combined)
- Three individual MPOs
- Ocala/Marion/Lady Lake UA MPO and a Lake County MPO
- Ocala/Marion/Sumter County MPO and a Lady Lake/Lake County MPO



Ocala/Marion County MPO and a Lake/Sumter County MPO  
 Ocala/Marion County MPO, Lake County MPO and other entity for Sumter  
 County portion

After several months of discussion, the decision was made to form a new Lake County MPO comprised of the Leesburg-Eustis UA and the portions of the Lady Lake UA within Lake and Sumter Counties. The portion of the Lady Lake UA within Marion County and the City of Belleview will remain with the Ocala/Marion County MPO.

Staff from the Ocala/Marion County MPO and Lake County Public Works are currently developing cooperative planning agreements that will be adopted once the Lake County MPO has been officially designated. It is anticipated the agreement will formalize a staff-level working group established in 2000 that included staff from the MPO, Lady Lake Planning Department, Lake County Public Works, and the Sumter County Planning and Public Works Departments. This coordination group may or may not include elected officials.

APPORTIONMENT PLAN

As part of the decennial census, the Governor is required to review the composition of the MPO and reapportion it as necessary to comply with state law.

On September 4, 2003, the MPO Chairman received a letter from FDOT Secretary José Abreu requesting the MPO submit a apportionment plan that included:

- The proposed MPO membership with an explanation of the methodology used to determine the proposed apportionment of voting members;
- A map of the proposed metropolitan planning area boundary; and,
- Resolutions of support from the applicable local governments.

On November 25, 2003, the MPO voted to retain the existing membership structure of all five county commissioners, four Ocala City Council members, the Mayor of Ocala and one representative each from Belleview and Dunnellon and add the District Five FDOT Secretary as a non-voting member. The apportionment is based on the same methodology that was used after the 1990 Census and will be as follows:

	Urbanized Population	Population Proportion	Membership (Unadjusted)	Membership (Adjusted)	Membership Distribution
Marion County	60,599	54%	6.50	5	42%
Ocala	45,943	41%	4.93	5	42%
Belleview	3,478	3%	0.37	1	8%
Dunnellon	1,898	2%	0.20	1	8%
<i>Total</i>	111,918	100%	12	12	100%

The decision to include the District Secretary was made in an effort to improve communication between the MPO and FDOT. Until now, FDOT participation in MPO meetings has consisted of a FDOT staff member, usually a MPO Liaison, providing relevant information on FDOT projects and providing feedback on questions or issues

raised by MPO members. As the MPO looks to improve the coordination and communication between the Board and FDOT, it was deemed desirable to have the District Secretary as part of the Board as a non-voting member. The addition of the District Secretary would provide direct contact to the top management level of District Five.

### PLANNING AREA BOUNDARY

In order to identify the area in which transportation planning activities will take place, the MPO is required to establish a metropolitan planning area boundary. Chapter 339.175 (1)(c) states:

*The jurisdictional boundaries of an MPO shall be determined by agreement between the Governor and the applicable MPO. The boundaries must include at least the metropolitan planning area, which is the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, and may encompass the entire metropolitan statistical area or the consolidated metropolitan statistical area.*

Since 1992, the Ocala/Marion County MPO has chosen to incorporate the entire Ocala Metropolitan Statistical Area (MSA) as the planning boundary. The MSA includes Marion County in its entirety. Use of the MSA allows the MPO to address the fast growing areas in south Marion County as well as incorporating major transportation facilities in north Marion County as part of the overall planning process. It is the MPO's intent to continue to use the MSA as its jurisdictional boundary. Map 3 depicts the proposed planning area.

### RESOLUTIONS OF SUPPORT

Upon adoption of the Apportionment Plan by the MPO, each member government was requested to adopt resolutions supporting the proposed plan. Resolutions from each member government are included in Appendix A.

# APPENDIX A

## RESOLUTIONS OF SUPPORT

RESOLUTION 04 R- 25

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
OF MARION COUNTY, FLORIDA, SUPPORTING THE  
MEMBERSHIP COMPOSITION AND APPORTIONMENT OF  
VOTING AND NON-VOTING MEMBERS FOR THE  
OCALA/MARION COUNTY METROPOLITAN PLANNING  
ORGANIZATION.**

WHEREAS, the Ocala/Marion County Metropolitan Planning Organization is designated by the Governor of the State of Florida as the body responsible for the urban transportation planning process for the Ocala/Marion County urbanized area; and,

WHEREAS, the Marion County Board of County Commissioners is part of the voting membership of the Ocala/Marion County Metropolitan Planning Organization; and,

WHEREAS, the authority to designate a Metropolitan Planning Organization for each urbanized area with a population of more than 50,000 individuals is derived from Section 134, Title 23 of the United States Code; and,

WHEREAS, Section 134, also requires that the designation of each MPO is accomplished between the Governor of each state and the affected local governments of the designated urbanized area; and,

WHEREAS, Florida Statutes further defines the process in Section 339.175. This Section describes that it is necessary for the Governor to review the membership composition and apportionment plan of each MPO in conjunction with the decennial census; and,

WHEREAS, on September 4, 2003, the Chairman of the Ocala/Marion County Metropolitan Planning Organization received a letter from Secretary José Abreu of the State of Florida Department of Transportation requesting that the Ocala/Marion County Metropolitan Planning Organization submit a new membership apportionment plan to be reviewed by the Governor; and,

WHEREAS, the Ocala/Marion County Metropolitan Planning Organization has complied with this request and has completed an apportionment plan of voting members in accordance with Section 134, Title 23 of the United States Code, Section 339.175(2)(3), Florida Statutes, and the Metropolitan Planning Organization Program Handbook; and,

WHEREAS, the voting and non-voting membership as adopted in the apportionment plan by the Ocala/Marion County Metropolitan Planning Organization on November 25, 2003 is as described below:

- One (1) Voting member from the City of Belleview,
- One (1) Voting member from the City of Dunnellon,
- Five (5) Voting members from the City of Ocala,
- Five (5) Voting members from the Marion County Board of County Commissioners,
- One (1) Non-voting member from the State of Florida Department of Transportation, described as the District Secretary.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, supporting the membership composition and apportionment of voting and non-voting members as adopted by the Ocala/Marion County Metropolitan Planning Organization.

DULY RESOLVED this 20th day of January, 2004.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARION COUNTY, FLORIDA

By:   
David R. Ellspermann, Clerk

By:   
Andy Kesselring, Chairman



# Resolution

No. 2004-42

## A RESOLUTION OF THE CITY OF OCALA, FLORIDA SUPPORTING THE MEMBERSHIP COMPOSITION AND APPORTIONMENT OF VOTING AND NON-VOTING MEMBERS FOR THE OCALA/MARION COUNTY METROPOLITAN PLANNING ORGANIZATION.

WHEREAS, the Ocala/Marion County Metropolitan Planning Organization is designated by the Governor of the State of Florida as the body responsible for the urban transportation planning process for the Ocala/Marion County urbanized area; and,

WHEREAS, the City of Ocala, Florida, is part of the voting membership of the Ocala/Marion County Metropolitan Planning Organization; and,

WHEREAS, the authority to designate a Metropolitan Planning Organization for each urbanized area with a population of more than 50,000 individuals is derived from Section 134, Title 23 of the United States Code; and,

WHEREAS, Section 134, also requires that the designation of each MPO is accomplished between the Governor of each state and the affected local governments of the designated urbanized area; and,

WHEREAS, Florida Statutes further defines the process in Section 339.175. This Section describes that it is necessary for the Governor to review the membership composition and apportionment plan of each MPO in conjunction with the decennial census; and,

WHEREAS, on September 4, 2003, the Chairman of the Ocala/Marion County Metropolitan Planning Organization received a letter from Secretary José Abreu of the State of Florida Department of Transportation requesting that the Ocala/Marion County Metropolitan Planning Organization submit a new membership apportionment plan to be reviewed by the Governor; and,

WHEREAS, the Ocala/Marion County Metropolitan Planning Organization has complied with this request and has completed an apportionment plan of voting members in accordance with Section 134, Title 23 of the United States Code, Section 339.175(2)(3), Florida Statutes, and the Metropolitan Planning Organization Program Handbook; and,

WHEREAS, the voting and non-voting membership as adopted in the apportionment plan by the Ocala/Marion County Metropolitan Planning Organization on November 25, 2003 is as described below:

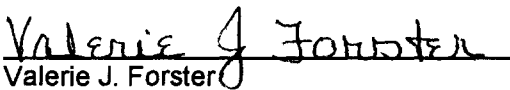
One (1) Voting member from the City of Belleview,  
One (1) Voting member from the City of Dunnellon,  
Five (5) Voting members from the City of Ocala,  
Five (5) Voting members from the Marion County Board of County Commissioners,  
One (1) Non-voting member from the State of Florida Department of Transportation,  
described as the District Secretary.

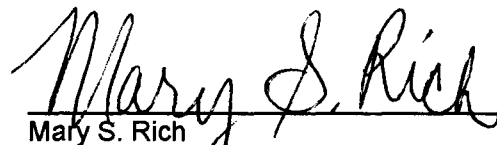
NOW THEREFORE BE IT RESOLVED BY THE CITY OF OCALA, FLORIDA, supporting the membership composition and apportionment of voting and non-voting members as adopted by the Ocala/Marion County Metropolitan Planning Organization.

This Resolution adopted this 13<sup>th</sup> day of January, 2004.

Attest:

CITY OF OCALA, FLORIDA


  
Valerie J. Forster  
City Clerk

  
Mary S. Rich  
City Council President

Reviewed for accounting  
accuracy and completeness:

Approved as to form and legality:

  
Donald A. Corley  
Director of Finance and Admin. Services

  
Patrick G. Gilligan  
City Attorney

## RESOLUTION 03-15

### A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BELLEVUE, FLORIDA SUPPORTING THE MEMBERSHIP COMPOSITION AND APPORTIONMENT OF VOTING AND NON-VOTING MEMBERS FOR THE OCALA/MARION COUNTY METROPOLITAN PLANNING ORGANIZATION.

**WHEREAS**, the Ocala/Marion County Metropolitan Planning Organization is designated by the Governor of the State of Florida as the body responsible for the urban transportation planning process for the Ocala/Marion County urbanized area; and,

**WHEREAS**, the City of Belleview, Florida, is part of the voting membership of the Ocala/Marion County Metropolitan Planning Organization; and,

**WHEREAS**, the authority to designate a Metropolitan Planning Organization for each urbanized area with a population of more than 50,000 individuals is derived from Section 134, Title 23 of the United States Code; and,

**WHEREAS**, Section 134, also requires that the designation of each MPO is accomplished between the Governor of each state and the affected local governments of the designated urbanized area; and,

**WHEREAS**, Florida Statutes further defines the process in Section 339.175. This Section describes that it is necessary for the Governor to review the membership composition and apportionment plan of each MPO in conjunction with the decennial census; and,

**WHEREAS**, on September 4, 2003, the Chairman of the Ocala/Marion County Metropolitan Planning Organization received a letter from Secretary José Abreu of the State of Florida Department of Transportation requesting that the Ocala/Marion County Metropolitan Planning Organization submit a new membership apportionment plan to be reviewed by the Governor; and,

**WHEREAS**, the Ocala/Marion County Metropolitan Planning Organization has complied with this request and has completed an apportionment plan of voting members in accordance with Section 134, Title 23 of the United States Code, Section 339.175(2)(3), Florida Statutes, and the Metropolitan Planning Organization Program Handbook; and,

**WHEREAS**, the voting and non-voting membership as adopted in the apportionment plan by the Ocala/Marion County Metropolitan Planning Organization on November 25, 2003 is as described below:

- One (1) Voting member from the City of Belleview,
- One (1) Voting member from the City of Dunnellon,
- Five (5) Voting members from the City of Ocala,
- Five (5) Voting members from the Marion County Board of County Commissioners,
- One (1) Non-voting member from the State of Florida Department of Transportation, described as the District Secretary.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY BELLEVIEW, FLORIDA**, to support the membership composition and apportionment of voting and non-voting members as adopted by the Ocala/Marion County Metropolitan Planning Organization.

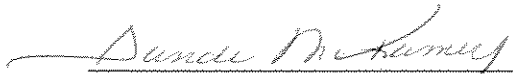
**EFFECTIVE DATE.** This Resolution shall take effect immediately.

**PASSED AND RESOLVED** by a   3   to a   0   vote of the City Commission of the City of Belleview, Florida on December 16, 2003.



\_\_\_\_\_  
STEVE BAIRSTOW  
Mayor/Commissioner

ATTEST:

  
\_\_\_\_\_  
SANDI McKAMEY, CMC, CPM  
City Clerk/Administrator



APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
Frederick E. Landt, III

**RESOLUTION NO. 04-01**

**A RESOLUTION OF THE CITY OF DUNNELLON, FLORIDA SUPPORTING THE MEMBERSHIP COMPOSITION AND APPORTIONMENT OF VOTING AND NON-VOTING MEMBERS FOR THE OCALA/MARION COUNTY METROPOLITAN PLANNING ORGANIZATION.**

**WHEREAS**, the Ocala/Marion County Metropolitan Planning Organization is designated by the Governor of the State of Florida as the body responsible for the urban transportation planning process for the Ocala /Marion County urbanized area; and

**WHEREAS**, the City of Dunnellon, Florida, is part of the voting membership of the Ocala/Marion County Metropolitan Planning Organization; and

**WHEREAS**, the authority to designate a Metropolitan Planning Organization for each urbanized area with a population of more than 50,000 individuals is derived from Section 134, Title 23 of the United States Code; and

**WHEREAS**, Section 134 also requires that the designation of each MPO is accomplished between the Governor of each state and the affected local governments of the designated urbanized area; and

**WHEREAS**, Florida Statute further defines the process in Section 339.175. This Section describes that it is necessary for the Governor to review the membership composition and apportionment plan of each MPO in conjunction with the decennial census; and

**WHEREAS**, on September 4, 2003, the Chairman of the Ocala/Marion County Metropolitan Planning Organization received a letter from Secretary Jose Abreu of the State of Florida Department of Transportation requesting that the Ocala/Marion County Metropolitan Planning Organization submit a new membership apportionment plan to be reviewed by the Governor; and

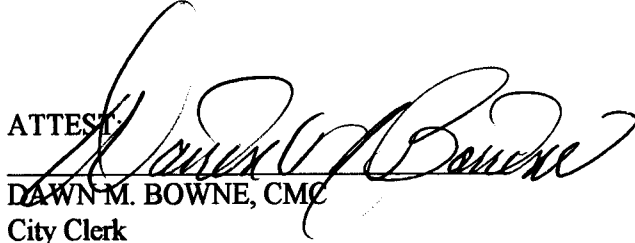
**WHEREAS**, the Ocala/Marion County Metropolitan Planning Organization has complied with this request and has completed an apportionment plan of voting members in accordance with Section 134, Title 23 of the United States Code, Section 339.175(2)(3), Florida Statutes, and the Metropolitan Planning Organization program Handbook; and

**WHEREAS**, the voting and non-voting membership as adopted in the apportionment plan by the Ocala/Marion County Metropolitan Planning Organization on November 25, 2003 is as described below:

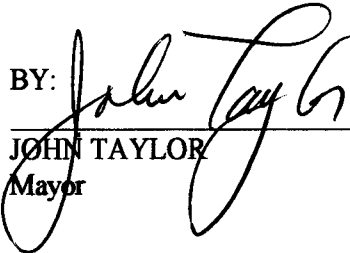
- One (1) Voting member from the City of Belleview,
- One (1) Voting member from the City of Dunnellon,
- Five (5) Voting members from the City of Ocala,
- Five (5) Voting members from the Marion County Board of County Commissioners,
- One (1) Non-voting member from the State of Florida Department of Transportation, described as the District Secretary.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY OF DUNNELLON, FLORIDA,** supporting the membership composition and apportionment of voting and non-voting members as adopted by the Ocala/Marion County Metropolitan Planning Organization.

ATTEST:

  
DAWN M. BOWNE, CMC  
City Clerk

BY:

  
JOHN TAYLOR  
Mayor

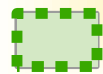
APPROVED AS TO FORM AND CORRECTNESS:

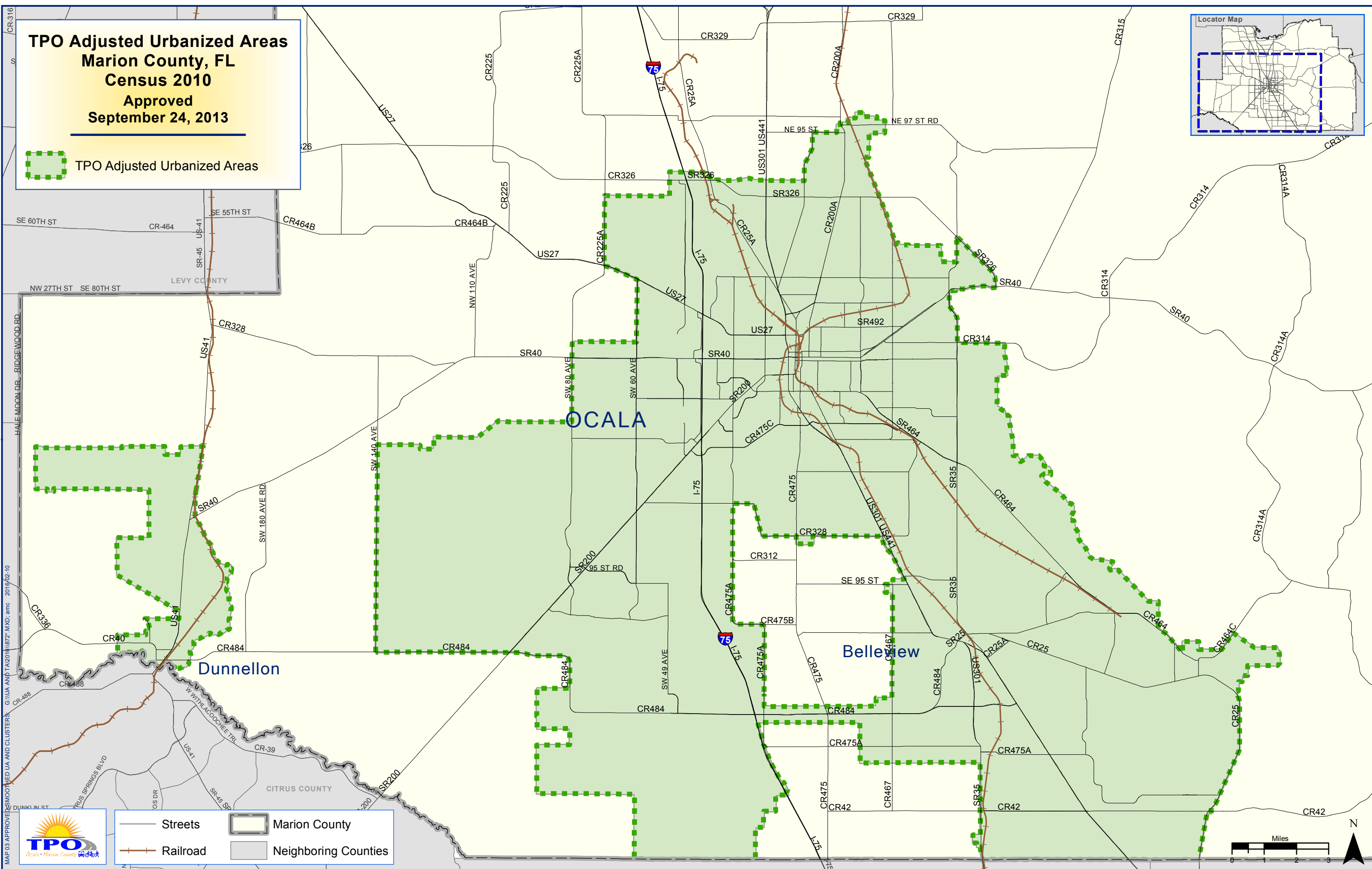
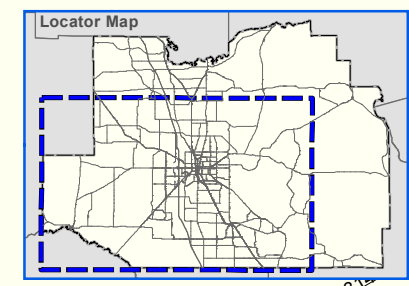
  
Larry Haag, Haag Friedrich & Blume  
City Attorney

Ocala / Marion County TPO Membership Apportionment to Population ratio, 2018

Jurisdiction	Urbanized population	Population Proportion	Membership (unadjusted)	Current Membership Adjusted	Current Membership Distribution
Marion County	139492	67.6%	8.1	5	41.7%
Ocala	60042	29.1%	3.5	5	41.7%
Belleview	5152	2.5%	0.3	1	8.3%
Dunnellon	1805	0.9%	0.1	1	8.3%
Total	206491	100.0%	12	12	100%

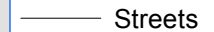



**TPO Adjusted Urbanized Areas  
Marion County, FL  
Census 2010  
Approved  
September 24, 2013**

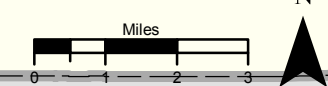
 TPO Adjusted Urbanized Areas



MAP 03 APPROVED SMOOTHED UA AND CLUSTERS, G:\UA AND TAZ\01\1872.MXD, amc 2016/02-10



	Streets		Marion County
	Railroad		Neighboring Counties





## 2.5 Membership Apportionment Plan

Federal law and regulation allows the State and units of local government to largely determine the composition of the MPO. [\[23 U.S.C. 134\(d\), 23 C.F.R. 450.310\]](#) Florida Statute refers to this process as “apportionment.” [\[s.339.175\(4\), F.S.\]](#) The Governor apportions the membership of the MPO with the agreement of the affected local governments. [\[s.339.175\(4\)\(a\), F.S.\]](#) Each MPO must review the composition of its membership in conjunction with each decennial census. Each existing and emerging MPO must submit a Membership Apportionment Plan that meets the requirements of [s.339.175\(3\), F.S.](#), [s.339.175\(4\), F.S.](#), and [23 C.F.R. 450.310](#).

### 2.5.1 Voting Membership

The MPO voting membership, as reflected in the Membership Apportionment Plan, must consist of at least 5, but no more than 25 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governor, based on an agreement among the affected units of general purpose local government, as required by Federal rules and regulations. [\[s.339.175\(3\)\(a\), F.S.\]](#) In determining the composition of the MPO Board:

- With the exception of instances in which all of the county commissioners in a single-county MPO are members of the MPO Governing Board, county commissioners shall compose at least one-third of the MPO Governing Board membership. A multicounty MPO may satisfy this requirement by any combination of county commissioners from each of the counties constituting the MPO. In cases where the MPO has more than 15 voting members with a 5-member county commission, or the MPO comprises 19 members with a 6-member county commission, the county commissioners can comprise less than one-third of the voting members. In the two situations outlined above, all county commissioners must be members of the Board.

All voting members shall be elected officials of general purpose local governments, except that an MPO may include as part of its apportioned voting members a member of a statutorily authorized planning board, an official of an agency that operates or administers a major mode of transportation, and/or an official of the Spaceport Florida Authority. As used in [s.339.175\(3\)\(a\), F.S.](#), the term “elected official” excludes constitutional officers, such as sheriffs, tax collectors, supervisors of elections, property appraisers, clerks of the court, and similar types of officials.

County commissioners shall compose not less than 20 percent of the voting membership of the MPO Board if an official of an agency that operates or administers a major mode of transportation has been appointed to the MPO. [\[s.339.175\(3\)\(a\), F.S.\]](#)

Any authority or agency created by law to perform transportation functions that is not under the jurisdiction of a local government represented on the MPO may be provided voting membership on the MPO. [\[s.339.175\(3\)\(b\), F.S.\]](#)

The Governor also may provide that MPO members who represent municipalities on an MPO Board may alternate with representatives from other municipalities within the MPA that do not have members on the MPO. [\[s.339.175\(3\)\(a\), F.S.\]](#)

Any county chartered under [Subsection 6\(e\), Article VIII](#) of the Constitution of the State of Florida may elect to have its county commission serve as the MPO Board if the MPO jurisdiction is wholly contained within the county. In addition to the entire county commission, the MPO established under this provision must include four additional voting members to the MPO: one of whom must be an elected official representing a municipality within the county, one of whom must be an expressway authority member,

one of whom must be a nonelected individual residing in the unincorporated portion of the county, and one of whom must be a school board member. [\[s.339.175\(3\)\(d\), F.S.\]](#)

In addition, the voting membership of any MPO, whose geographical boundaries include any “county,” as defined in [s.125.011\(1\), F.S.](#), (i.e., a Charter County), must include an additional voting member appointed by that city’s governing body for each city with a population of 50,000 or more residents. [\[s.339.176, F.S.\]](#)

A Transportation Management Area (TMA) is a UZA with a population over 200,000, as defined by the Census Bureau and designated by the U.S. Department of Transportation (U.S. DOT). Note that in some cases, a UZA with less than 200,000 residents has been designated as a TMA, upon special request from the Governor and the MPO designated for the area. Federal law requires the voting membership of an MPO Board in a TMA must include:

- Local elected officials;

Officials of public agencies that administer or operate major transportation systems in the metropolitan area (such as rail, airports, ports, and transit); and

Appropriate State officials. [\[23 C.F.R. 450.310\(d\)\(1\)\]](#).

Florida law states these transportation agencies may be given voting membership on the MPO, regardless of TMA status, if such agencies are performing functions that are not under the jurisdiction of a general purpose government represented on the MPO. If such operators of major modes of transportation are represented by elected officials from general purpose governments that are on the MPO, the MPO shall establish the process by which the interests of these operators are expressed. [\[s.339.175\(3\)\(b\), F.S.\]](#)

## **2.5.2 Nonvoting Advisors**

Florida Statutes require FDOT to serve as a nonvoting advisor to the MPO Governing Board. FDOT will be represented by the District Secretary or designee. Additional nonvoting advisors may be appointed by the MPO as deemed necessary; however, to the maximum extent feasible, each MPO shall seek to appoint nonvoting representatives of various multimodal forms of transportation not otherwise represented by voting members of the MPO. Representatives of major military installations, upon their request, shall be appointed as nonvoting advisors of the MPO. [\[s.339.175 \(4\)\(a\), F.S.\]](#) All nonvoting

advisors may attend and fully participate in board meetings, but may not vote or be members of the Board.

Urbanized areas that include Tribal reservation lands should include the appropriate Native American Tribal Council's government in the metropolitan transportation planning process.

### **2.5.3 Alternate Members**

At the request of the majority of the affected units of general-purpose local government comprising an MPO, they and the Governor shall cooperatively agree upon and prescribe who may serve as an alternate member and agree on a method for appointing alternate members. This method must be included as part of the MPO's interlocal agreement or bylaws. The alternate member may vote at any MPO Board meeting in place of the regular member if the regular member is not in attendance. [\[s.339.175\(4\)\(a\), F.S.\]](#)

### **2.5.4 Board Member Terms**

The MPO Board members shall serve four-year terms. The membership of any public official automatically terminates upon the member leaving his or her elected or appointed office for any reason, or may be terminated by a majority vote of the entity's governing board represented by the member. A vacancy shall be filled by the original appointing entity. A member may be reappointed for one or more additional four-year terms. The MPO Board members who represent municipalities on the basis of alternating with representatives from other municipalities that do not have members on the MPO may serve terms up to four years, as provided in the MPO interlocal agreement.

[\[s.339.175\(4\)\(b\), F.S.\]](#)

### **2.5.5 Membership Apportionment Plan Content**

The MPO Membership Apportionment Plan shall include the following:

- The proposed MPO membership with an explanation of the methodology used to determine the proposed apportionment;
- A map of the MPA boundary identifying all eligible entities for MPO membership; and

- Resolutions of support from local governments, transportation authorities, and any other eligible entity proposed for membership.

Under State law, a chartered county with a population over one million may elect to reapportion the membership of the MPO whose jurisdiction is wholly within the county.

[\[s.339.175\(3\)\(c\), F.S.\]](#) The charter county may exercise this option if:

- The MPO approves the Reapportionment Plan by a three-fourths vote of its membership;
- The MPO and charter county determine the Reapportionment Plan is needed to fulfill specific goals and policies applicable to that MPA; and
- The charter county determines the reapportionment plan otherwise complies with all Federal requirements pertaining to MPO membership.

Any chartered county that elects to exercise this option must notify the Governor in writing. [\[s.339.175\(3\)\(c\), F.S.\]](#) This may be addressed in a cover letter accompanying the MPO Membership Apportionment Plan.

## **2.5.6 Membership Apportionment Plan Review**

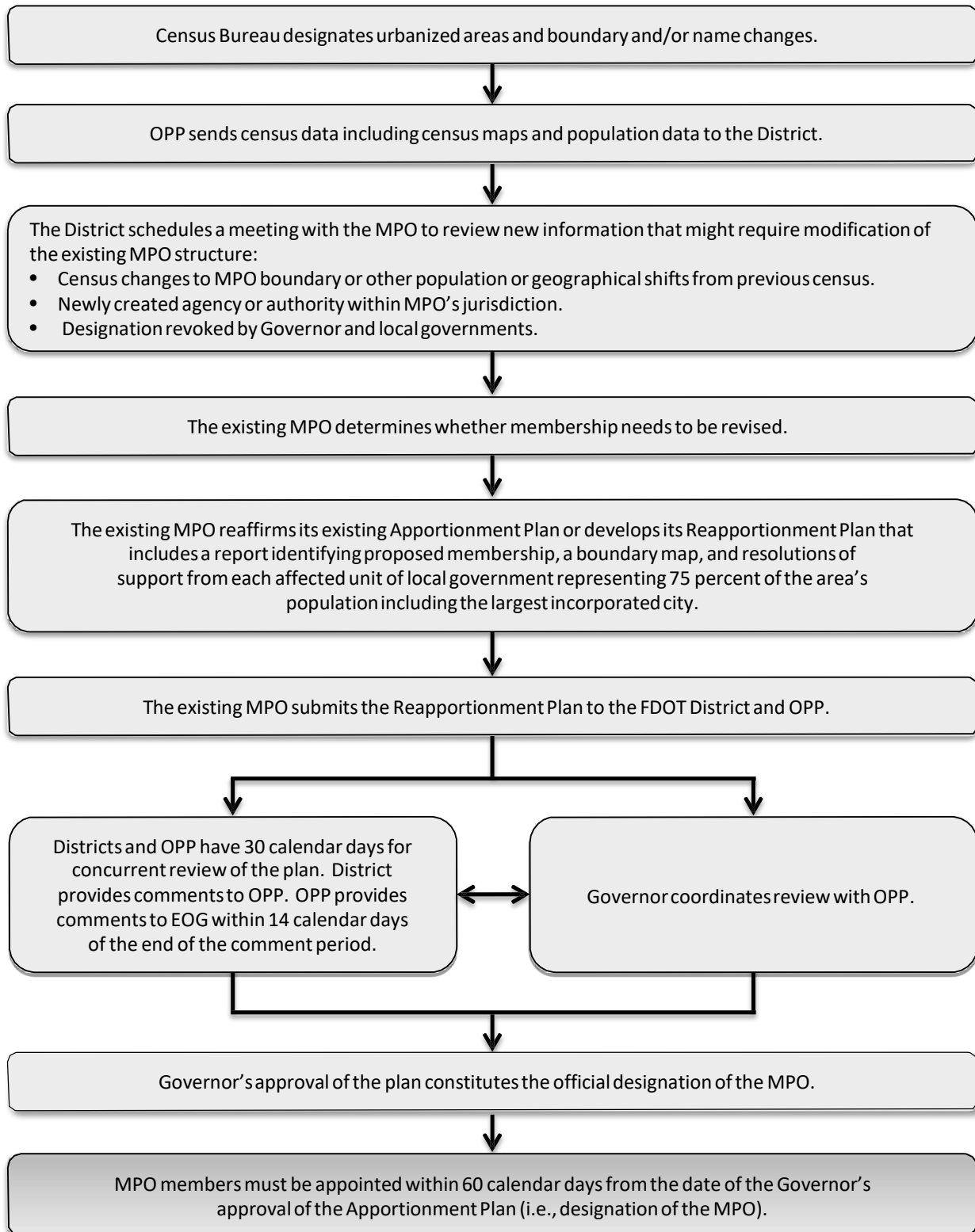
The MPO submits the Membership Apportionment Plan to OPP's MPO Statewide Coordinator. The MPO shall at the same time provide copies of the Plan to the District Planning Manager or designee. The District planning staff and OPP will have 30 calendar days from the date of receipt to concurrently review the MPO Membership Apportionment Plan for consistency with Federal and State requirements. At the end of the 30-day review period, the District will provide comments to OPP. Within 14 calendar days after the end of the 30-day review period, FDOT will provide a recommendation to the Policy Coordinator in the Transportation and Economic Development unit of the Executive Office of the Governor. The recommendation will be for the Governor to either approve or disapprove the proposed Membership Apportionment Plan. The Governor's approval of the Apportionment Plan constitutes official designation of the MPO, as required by [23 U.S.C. 134\(d\)\(5\)](#), [s.339.175\(3\), F.S.](#), and [s.339.175\(4\), F.S.](#)

## 2.5.7 Governor's Action on Membership Apportionment Plan

The MPO should appoint representatives to serve on the Board within 60 days after the Governor has approved the proposed Membership Apportionment Plan. If a governmental entity fails to fill an assigned appointment to an MPO within 60 days after notification by the Governor of its duty to appoint, that appointment shall be made by the Governor from the eligible representatives of that governmental entity. [\[s.339.175\(4\)\(c\), F.S.\]](#) If the Governor should disapprove the proposed Membership Apportionment Plan, the District shall assist in addressing any issues identified by the Governor.

**Figure 2.2** shows the process for developing the MPO Membership Apportionment Plan.

**Figure 2.2 Developing the MPO Membership Apportionment Plan**



## 2.6 Redesignation and Reapportionment

An existing MPO may be redesignated only by agreement between the Governor and units of local government that together represent at least 75 percent of the existing MPA population, including the largest incorporated city. [\[23 C.F.R. 450.310\(h\)\]](#)

Redesignation of an existing MPO is required whenever the MPO proposes to make 1) a substantial change in the proportion of its voting members, or 2) a substantial change in the decision-making authority or responsibility of the MPO or in decision-making procedures established in the MPO's bylaws. [\[23 C.F.R. 450.310\(i\)\]](#)

According to [23 C.F.R. 450.310\(l\)](#), the following changes to an MPO do not require a redesignation as long as the changes are not substantial, as defined in the above paragraph:

- Identification of a new UZA (as determined by the Census Bureau) within an existing MPA;
- Adding members to the MPO that represent new units of general purpose local government resulting from expansion of the MPA;
- Adding members to satisfy the specific membership requirements for an MPO that serves a TMA; and/or
- Periodic rotation of members representing units of general purpose local government, as established under MPO bylaws.

An MPO seeking redesignation must submit a Reapportionment Plan that meets the same requirements and must go through the same review and approval process as outlined in **Section 2.5**. The District shall assist the MPO and provide the MPO with guidance as the proposed MPO Reapportionment Plan must include the following:

- A report that identifies the current MPO membership.
- A report that identifies the proposed MPO membership and the methodology used to determine the proposed changes.
- A map of the MPA; this is the official area from which membership is to be drawn, taking into account geographic and population equity.



- Resolutions of support from each of the affected units of local government representing at least 75 percent of the population within the MPA. The largest incorporated city must be among the units of local government agreeing to the redesignation.

As appropriate, the MPO should appoint or remove representatives to serve on the Board within 60 days after completion of an amended interlocal agreement. The interlocal agreement should be updated to incorporate the changes made in the approved Membership Apportionment Plan. The MPO shall notify the District when membership changes are made. If the Governor disapproves the proposed Redesignation Plan, the District shall assist the MPO with addressing the issues identified by the Governor.



*Prepared for the  
Florida MPOAC by CUTR*

a snapshot of  
Florida MPOs



a snapshot of  
Florida MPOs

APRIL 2011

*Prepared for*  
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Tallahassee, FL 32399-0450  
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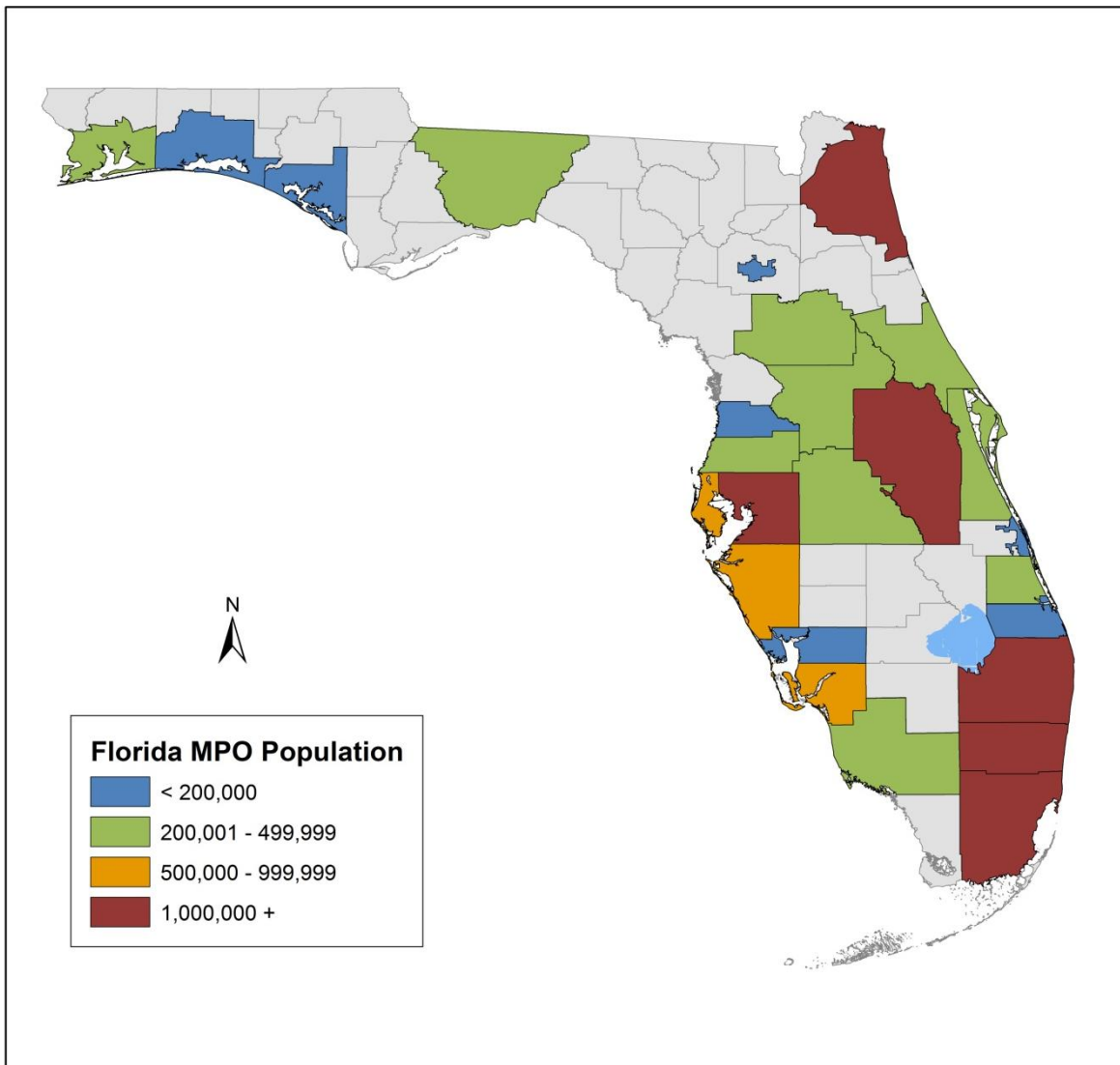
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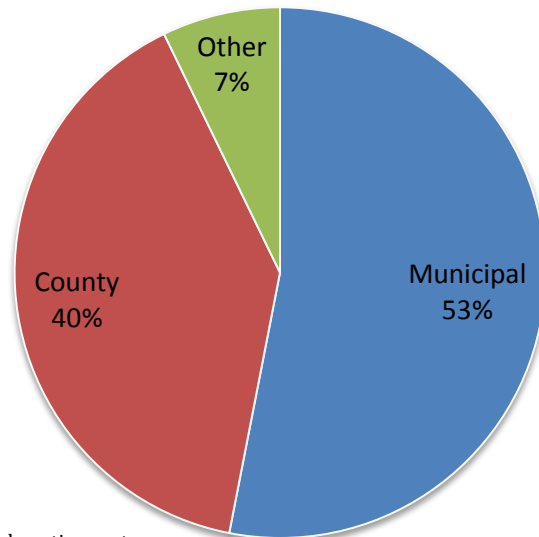


# MPO FACTSHEET SUMMARY



Florida's MPOs serve a wide range of population sizes with the smallest MPO serving a population of 110,000 people to the largest MPO serving an area of just over 2.5 million people (Note: population figures reflect only the area served by an individual MPO and may not correspond with Census figures or population figures used to determine Transportation Management Areas). The most common MPO size is in the band of 200,000 – 500,000 people. Nearly one-quarter (23 percent) of MPOs in Florida serve a population of over 1 million people while just over one-quarter (27 percent) of MPOs serve a population of below 200,000 people.

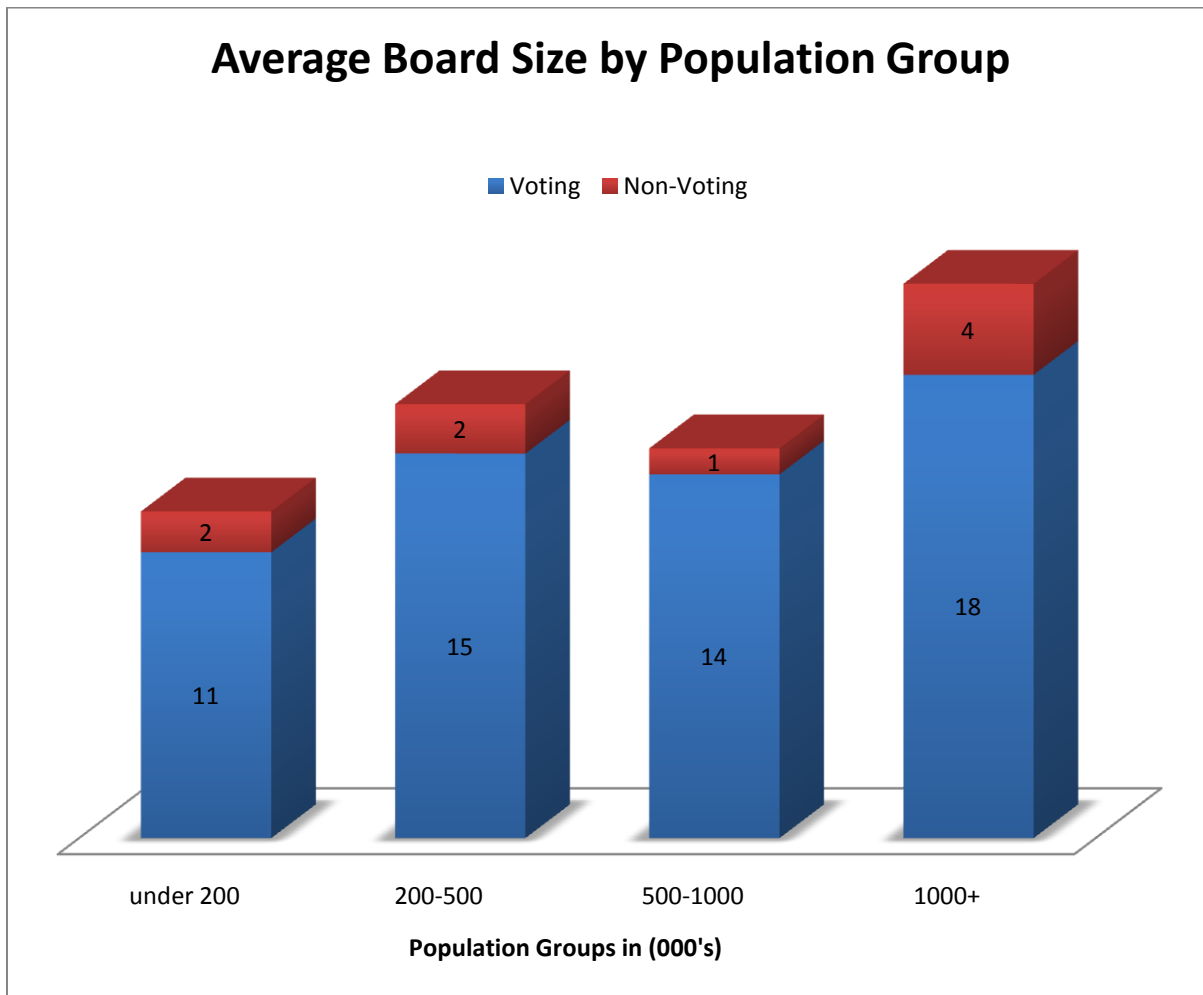
## Statewide MPO Board Composition



Note: Includes only voting seats

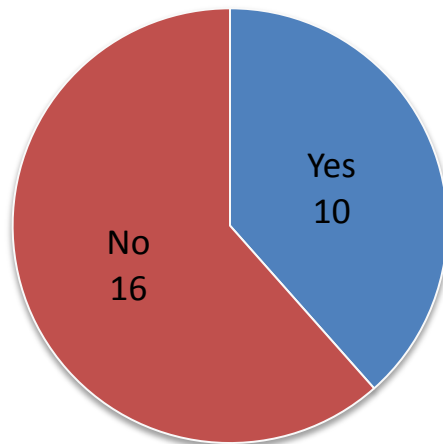
There are 26 MPOs in Florida with a total of 374 Governing Board voting members and a range of between 5 and 23 voting members (please note that the Miami-Dade Urbanized Area MPO is permitted to exceed the 19 member cap established in state statute). Section 339.175(3)(a), F.S. states that , “All voting members shall be elected officials of general-purpose local governments, except that an M.P.O. may include, as part of its apportioned voting members, a member of a statutorily authorized planning board, an official of an agency that operates or administers a major mode of transportation, or an official of Space Florida. “ Municipal elected officials (mayors and city council/ commission members) occupy 53 percent (199) of voting MPO Governing Board seats while county commissioners occupy 40 percent (149). The remaining 7 percent (27) of voting MPO Governing Board seats are occupied by an assortment of elected and appointed officials, the majority of whom represent independent modal agencies (transit authorities, airport/seaport authorities, etc.).

## Average Board Size by Population Group



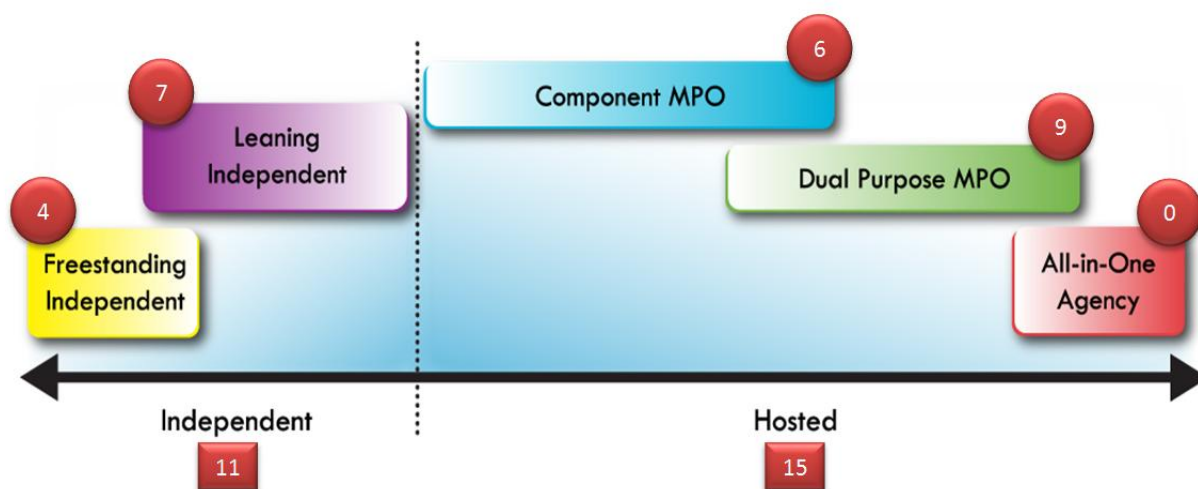
There are 26 MPOs in Florida with Governing Board memberships ranging from 6 to 29 members including both voting and non-voting members. Statewide, there are a total of 425 MPO Governing Board members, 374 of whom are voting members. The average size of an MPO Governing Board in Florida is approximately 16 members – 14 voting members and 2 non-voting members. MPOs serving areas over 1 million people tend to have the largest boards – an average of 18 voting members and 4 non-voting members. MPOs serving populations below 200,000 people tend to have the smallest Governing Boards – an average of 11 voting and 2 non-voting members.

## MPOs with Rotating Board Seats



Section 339.175(3)(a), F.S. states that, “The Governor, in accordance with 23 U.S.C. s. 134, may also provide for M.P.O. members who represent municipalities to alternate with representatives from other municipalities within the metropolitan planning area that do not have members on the M.P.O.” These rotating MPO Governing Board seats allow groups of municipalities (typically smaller population municipalities – often grouped by geographic proximity) to more fully engage in the MPO process by allowing them to rotate on and off the MPO Governing Board as a full voting member – taking turns representing the interests of the group. In all, approximately 38 percent of MPOs in Florida (10) have made provisions for one or more rotating voting Governing Board seat.





Conventionally, MPOs have either been considered independent or hosted entities. Research now shows that MPO organizational structures span a continuum ranging from fully independent freestanding MPOs to MPOs that are so integrated with their host agency that they form a single, indistinguishable all-in-one agency. Of the 26 MPOs in Florida, a majority (15) are hosted MPOs while the remaining (11) MPOs are independent of a hosting agency. The most common organizational structure in the state is the Dual Purpose MPO. Over the past several years, MPOs in Florida have undergone a noticeable shift from the hosted to the independent category, with the majority of those falling in the Leaning Independent MPO category.

#### MPO Organizational Structures

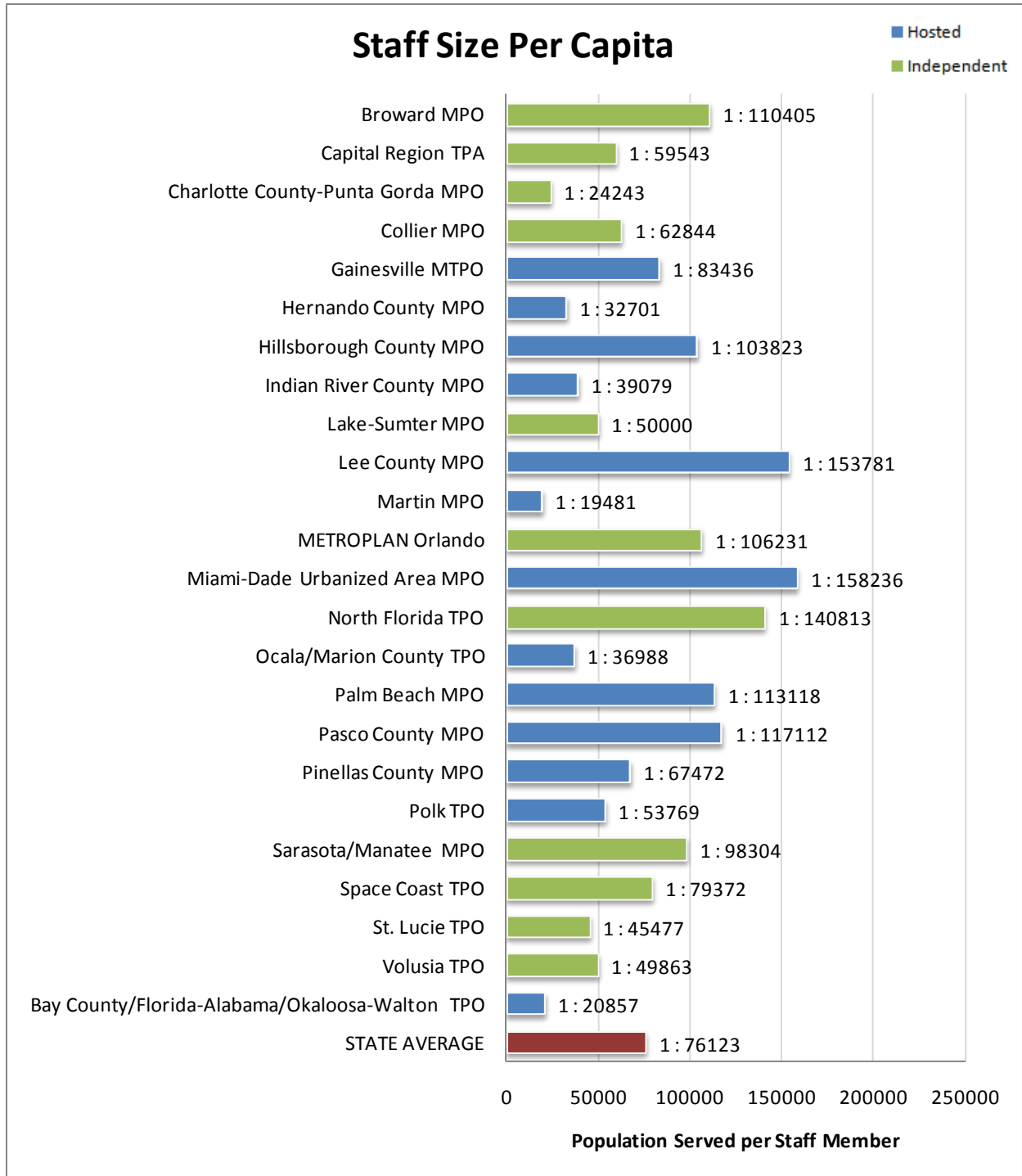
**All-In-One Agency-** The agency does not differentiate between MPO functions, non-MPO transportation functions, and all other functions of the broader agency.

**Dual Purpose MPO-** The host leverages MPO planning funds to maintain transportation planning staff that performs both MPO planning and host agency transportation planning functions.

**Component MPO-** MPO functions are separated from most functions of the host, but remains a division of the umbrella agency.

**Leaning Independent MPO-** The MPO receives some services from one of its member agencies under a severable contract.

**Freestanding Independent MPO-** The MPO must meet all of its own operating needs.



There are a combined total of 220 MPO staff members in Florida. The average ratio between individual MPO staff members and the population served (based on self-reported data) is one MPO staff member per 76,123 people served. There was a negligible difference between hosted and independent MPOs. It is important to keep in mind that MPOs require a minimum number of staff members to attend to the responsibilities of an MPO, regardless of the size of the population being served.



# BAY COUNTY TPO

## FACT SHEET

### MPO CONTACT INFORMATION

---

MPO Director: Mary Robinson

Director E-mail: [mary.robinson@wfrpc.org](mailto:mary.robinson@wfrpc.org)

Physical Address:

West Florida Regional Planning Council  
4081 E. Olive Road, Suite A  
Pensacola, FL 32514

Mailing Address:

Post Office Box 11399  
Pensacola, FL 32524-1399

Phone: (850) 332-7976

Fax: (850) 637-1923

Website: [www.wfrpc.org/bctpo](http://www.wfrpc.org/bctpo)

### DEMOGRAPHIC INFORMATION

---

Number of states within MPO boundaries.....	1
Number of counties within MPO boundaries (all or part).....	1
Bay	
Number of municipalities within MPO boundaries.....	8
Number of urbanized areas within MPO boundaries (all or part).....	1
Panama City, FL (Part)	
Population served by the MPO.....	148,217

## MPO GOVERNING BOARD

Agency/Locality Represented	Number of Members	Voting?	Rotating?
Bay County	5	Y	N
City of Panama City	5	Y	N
City of Callaway	2	Y	N
City of Lynn Haven	2	Y	N
City of Panama City Beach	1	Y	N
City of Parker	1	Y	N
City of Springfield	1	Y	N
City of Mexico Beach	1	Y	N

Number of voting members .....	18
Number of non-voting members.....	0
<b>Total number of members on MPO Board.....</b>	<b>18</b>

### VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure?.....No

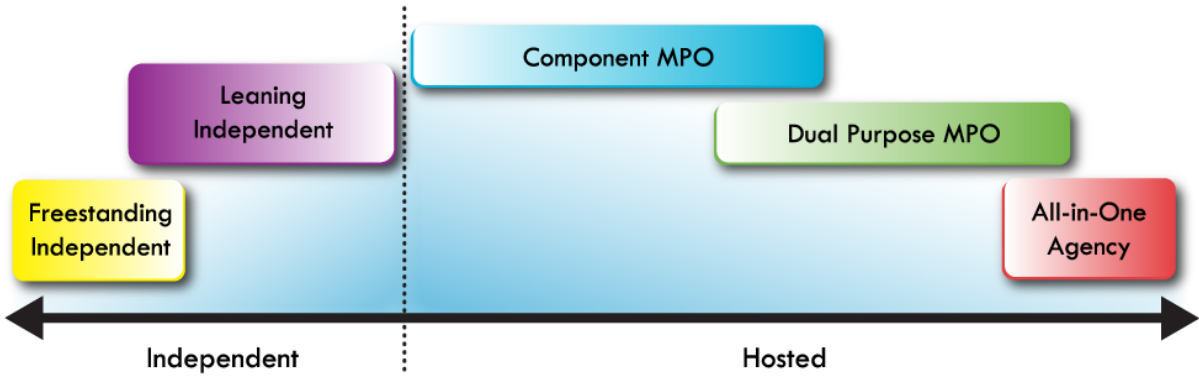
Number of members required to form quorum ..... 10

Supporting MPO Committees: Technical Coordinating Committee (TCC), Citizens' Advisory Committee (CAC), and Bicycle/Pedestrian Advisory Committee (BPAC)

## STAFFING ARRANGEMENTS

Is the MPO hosted by another agency or independent? .....Hosted

Where does the MPO fall along the continuum below? .....Dual Purpose MPO



### LEGEND

- All-in-One Agency-** The agency does not differentiate between MPO functions, non-MPO transportation functions, and all other functions of the broader agency.
- Dual Purpose MPO-** The host leverages MPO planning funds to maintain transportation planning staff that performs both MPO planning and host agency transportation planning functions.
- Component MPO-** MPO functions are separated from most functions of the host, but remains a division of the umbrella agency.
- Leaning Independent MPO-** The MPO receives some services from one of its member agencies under a severable contract.
- Freestanding Independent MPO-** The MPO must meet all of its own operating needs.

## HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director? ..... Executive Director of WFRPC

Who hires/supervises the MPO staff?..... MPO Executive Director

## STAFF SIZE AND EXPERTISE

MPO professional staff size.....	26
MPO financial staff size .....	2
MPO administrative staff size.....	7
Total MPO staff size.....	35



# BROWARD MPO

## FACT SHEET

### MPO CONTACT INFORMATION

---

MPO Director: Greg Stuart

Director E-mail: [stuartg@browardmpo.org](mailto:stuartg@browardmpo.org)

Physical Address:

100 West Cypress Creek Road, Suite 850  
Ft. Lauderdale, FL 33309

Phone: (954) 876-0033

Fax: (954) 876-0062

Website: [www.browardmpo.org](http://www.browardmpo.org)

### DEMOGRAPHIC INFORMATION

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Number of states within MPO boundaries .....	1
Number of counties within MPO boundaries (all or part).....	1
<b>Broward</b>	
Number of municipalities within MPO boundaries.....	31
Number of urbanized areas within MPO boundaries (all or part).....	1
<b>Miami, FL (Part)</b>	
Population served by the MPO.....	1,766,476

## MPO GOVERNING BOARD

Agency/Locality Represented	Number of Members	Voting?	Rotating?
<b>Municipal District 1</b> City of Coral Springs City of Tamarac	2	Y	N
<b>Municipal District 2</b> City of Pompano Beach City of Deerfield Beach	2	Y	N
<b>Municipal District 3</b> City of Lauderhill City of Plantation City of Sunrise	3	Y	N
<b>Municipal District 4</b> City of Hollywood	1	Y	N
<b>Municipal District 5</b> City of Davie City of Miramar City of Pembroke Pines City of Weston	4	Y	N
<b>City of Fort Lauderdale</b>	2	Y	Y
<b>Broward County</b>	3	Y	N
<b>SFRTA</b>	1	Y	N
<b>Broward County School Board</b>	1	Y	N
<b>FDOT D-4</b>	1	N	N

Number of voting members ..... 19

Number of non-voting members..... 1

**Total number of members on MPO Board..... 20**

### VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure?.....No

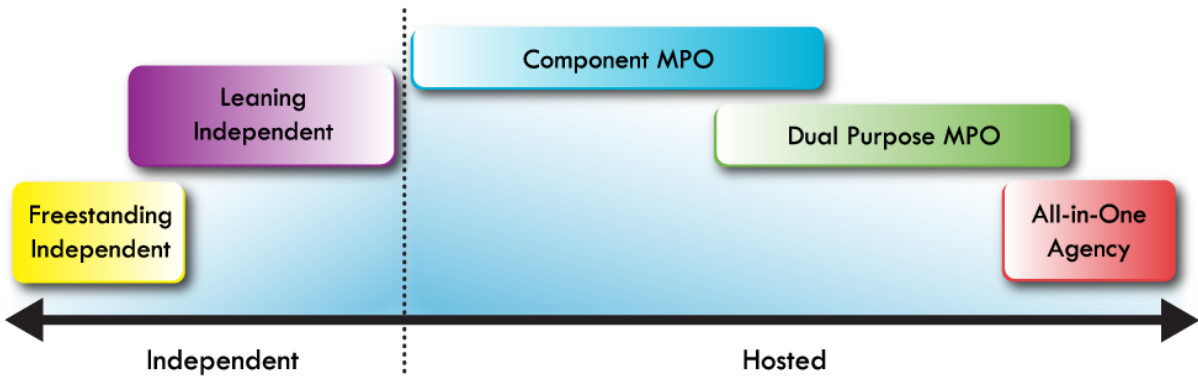
Number of members required to form quorum ..... 10

Supporting MPO Committees: Technical Coordinating Committee (TCC), Community Involvement Roundtable (CIR), and Broward County Coordinating Board for Transportation Disadvantaged Services (BCCB)

## STAFFING ARRANGEMENTS

Is the MPO hosted by another agency or independent? ..... Independent

Where does the MPO fall along the continuum below? ..... Freestanding Independent MPO



### LEGEND

- All-in-One Agency-** The agency does not differentiate between MPO functions, non-MPO transportation functions, and all other functions of the broader agency.
- Dual Purpose MPO-** The host leverages MPO planning funds to maintain transportation planning staff that performs both MPO planning and host agency transportation planning functions.
- Component MPO-** MPO functions are separated from most functions of the host, but remains a division of the umbrella agency.
- Leaning Independent MPO-** The MPO receives some services from one of its member agencies under a severable contract.
- Freestanding Independent MPO-** The MPO must meet all of its own operating needs.

## HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director? ..... MPO Governing Board

Who hires/supervises the MPO staff? ..... MPO Executive Director

## STAFF SIZE AND EXPERTISE

MPO professional staff size.....	16
MPO financial staff size .....	0
MPO administrative staff size.....	0
<b>Total MPO staff size.....</b>	<b>16</b>





# CAPITAL REGION TPA

## FACT SHEET

### MPO CONTACT INFORMATION

---

MPO Director: Harry Reed

Director E-mail: [Harry.Reed@talgov.com](mailto:Harry.Reed@talgov.com)

Physical Address:

408 S. Adams Street  
Tallahassee, FL 32301

Mailing Address:

City Hall  
300 S. Adams Street, Box A-19  
Tallahassee, FL 32301

Phone: (850) 891-6800

Fax: (850) 891-8734

Website: [www.crtpa.org](http://www.crtpa.org)

### DEMOGRAPHIC INFORMATION

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Number of states within MPO boundaries .....	1
Number of counties within MPO boundaries (all or part).....	4
Leon; Gadsden; Wakulla; Jefferson	
Number of municipalities within MPO boundaries.....	10
Number of urbanized areas within MPO boundaries (all or part).....	1
Tallahassee, FL	
Population served by the MPO.....	357,259

## MPO GOVERNING BOARD

Agency/Locality Represented	Number of Members	Voting?	Rotating?
Leon County	7	Y	N
Jefferson County*	1	Y	N
Gadsden County	1	Y	N
Wakulla County*	1	Y	N
City of Tallahassee	3	Y	N
Gadsden Cities	1	Y	Y
City of Chattahoochee			
Town of Greensboro			
City of Gretna			
Town of Havana			
City of Midway			
City of Quincy			
Leon County School Board	1	Y	N
Florida DOT	1	N	N
FHWA	1	N	N
StarMetro (Transit System)	1	N	N

\*Cities in these counties are represented by County Board member

Number of voting members .....	15
Number of non-voting members.....	3
<b>Total number of members on MPO Board.....</b>	<b>18</b>

### VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure?..... Yes

Voting is weighted by population:

	Votes	Weight
Leon County School Board	1	1
Gadsden Cities	1	5
Gadsden County	1	9
Wakulla County	1	7
Jefferson County	1	4
Leon County	7	37
City of Tallahassee	3	37

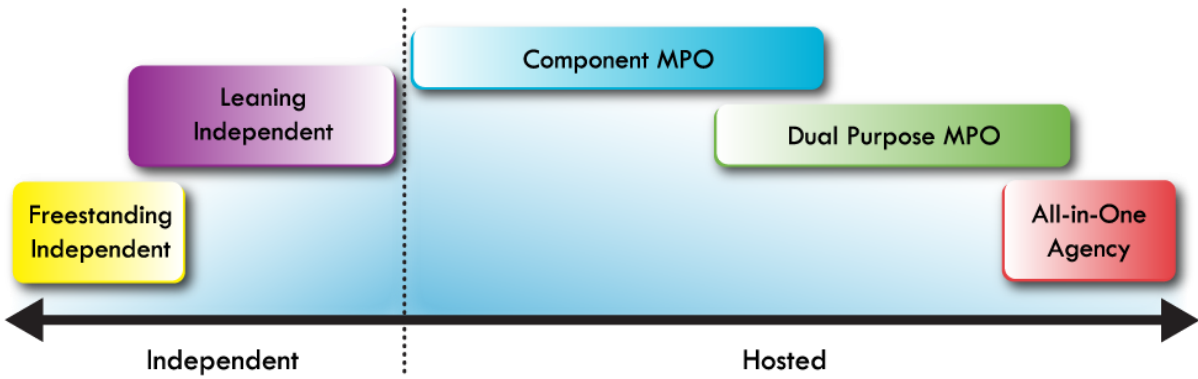
Number of members required to form quorum .....8

Supporting MPO Committees: Technical Advisory Committee (TAC), Citizens Advisory Committee (CAC), Multimodal Advisory Committee (MAC), and Leon County Transportation Disadvantaged Coordinating Board (TDCB)

## STAFFING ARRANGEMENTS

Is the MPO hosted by another agency or independent? ..... Independent

Where does the MPO fall along the continuum below? .....Leaning Independent MPO



### LEGEND

- All-in-One Agency-** The agency does not differentiate between MPO functions, non-MPO transportation functions, and all other functions of the broader agency.
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- Component MPO-** MPO functions are separated from most functions of the host, but remains a division of the umbrella agency.
- Leaning Independent MPO-** The MPO receives some services from one of its member agencies under a severable contract.
- Freestanding Independent MPO-** The MPO must meet all of its own operating needs.

## HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director? ..... MPO Governing Board

Who hires/supervises the MPO staff?..... MPO Executive Director

## STAFF SIZE AND EXPERTISE

MPO professional staff size.....	5
MPO financial staff size .....	0
MPO administrative staff size.....	1
<b>Total MPO staff size.....</b>	<b>6</b>



# CHARLOTTE COUNTY-PUNTA GORDA MPO

## FACT SHEET

### MPO CONTACT INFORMATION

---

MPO Director: Bob Herrington

Director E-mail: [bob@ccmpo.com](mailto:bob@ccmpo.com)

Physical Address:

East Port Environmental Campus  
25550 Harbor View Road, Suite 4  
Port Charlotte, FL 33980

Phone: (941) 883-3535

Fax: (941) 883-3534

Website: [www.ccmpo.com](http://www.ccmpo.com)

### DEMOGRAPHIC INFORMATION

---

Number of states within MPO boundaries .....	1
Number of counties within MPO boundaries (all or part).....	1
Charlotte	
Number of municipalities within MPO boundaries.....	1
Number of urbanized areas within MPO boundaries (all or part).....	2
North Port – Punta Gorda, FL (Part); Sarasota – Bradenton, FL (Part)	
Population served by the MPO.....	169,700

## MPO GOVERNING BOARD

---

Agency/Locality Represented	Number of Members	Voting?	Rotating?
Charlotte County	3	Y	N
City of Punta Gorda	1	Y	N
Charlotte County Airport Authority	1	Y	N
FDOT	1	N	N

Number of voting members .....5

Number of non-voting members.....1

Total number of members on MPO Board.....6

### VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure?.....No

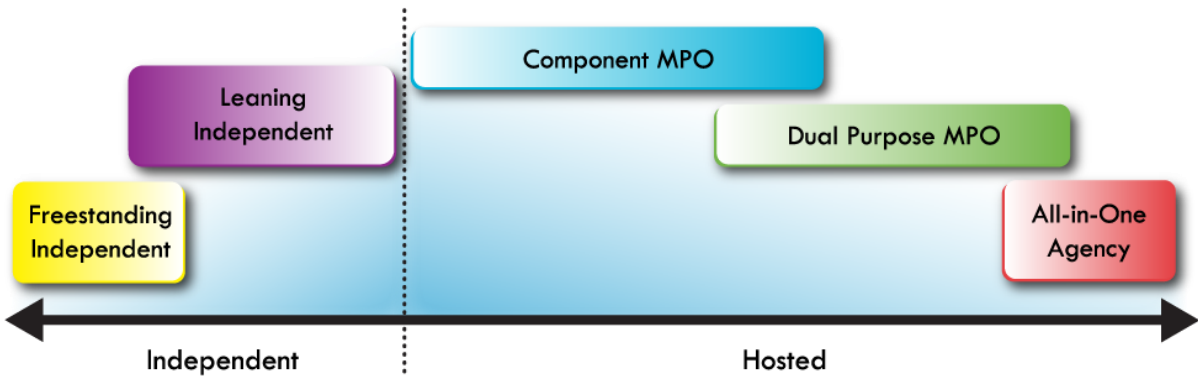
Number of members required to form quorum .....3

Supporting MPO Committees: Technical Advisory Committee (TAC), Citizens’ Advisory Committee (CAC), Bicycle/Pedestrian Advisory Committee (BPAC), Community Traffic Safety Team (CTST), and Local Coordinating Board (LCB)

## STAFFING ARRANGEMENTS

Is the MPO hosted by another agency or independent? ..... Independent

Where does the MPO fall along the continuum below? .....Leaning Independent MPO



### LEGEND

- All-in-One Agency-** The agency does not differentiate between MPO functions, non-MPO transportation functions, and all other functions of the broader agency.
- Dual Purpose MPO-** The host leverages MPO planning funds to maintain transportation planning staff that performs both MPO planning and host agency transportation planning functions.
- Component MPO-** MPO functions are separated from most functions of the host, but remains a division of the umbrella agency.
- Leaning Independent MPO-** The MPO receives some services from one of its member agencies under a severable contract.
- Freestanding Independent MPO-** The MPO must meet all of its own operating needs.

## HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director? ..... MPO Governing Board

Who hires/supervises the MPO staff?..... MPO Executive Director

## STAFF SIZE AND EXPERTISE

MPO professional staff size.....	4
MPO financial staff size .....	1
MPO administrative staff size.....	2
<b>Total MPO staff size.....</b>	<b>6</b>



# COLLIER MPO

## FACT SHEET

### MPO CONTACT INFORMATION

---

MPO Director: Lorraine Lantz (Interim)

Director E-mail: [lrrainelantz@colliergov.net](mailto:lrrainelantz@colliergov.net)

Physical Address:

2885 S. Horseshoe Drive  
Naples, FL 34104

Phone: (239) 252-8192

Fax: (239) 252-5715

Website: [www.colliermpo.com](http://www.colliermpo.com)

### DEMOGRAPHIC INFORMATION

---

Number of states within MPO boundaries.....	1
Number of counties within MPO boundaries (all or part).....	1
<b>Collier</b>	
Number of municipalities within MPO boundaries.....	1
Number of urbanized areas within MPO boundaries (all or part).....	1
<b>Bonita Springs – Naples, FL (Part)</b>	
Population served by the MPO.....	251,377

## MPO GOVERNING BOARD

Agency/Locality Represented	Number of Members	Voting?	Rotating?
Collier County	5	Y	N
City of Naples	2	Y	N
Everglades City	1	Y	N
City of Marco Island	1	Y	N
FDOT	1	N	N

Number of voting members .....9

Number of non-voting members.....1

Total number of members on MPO Board..... 10

### VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure?.....No

Number of members required to form quorum .....5

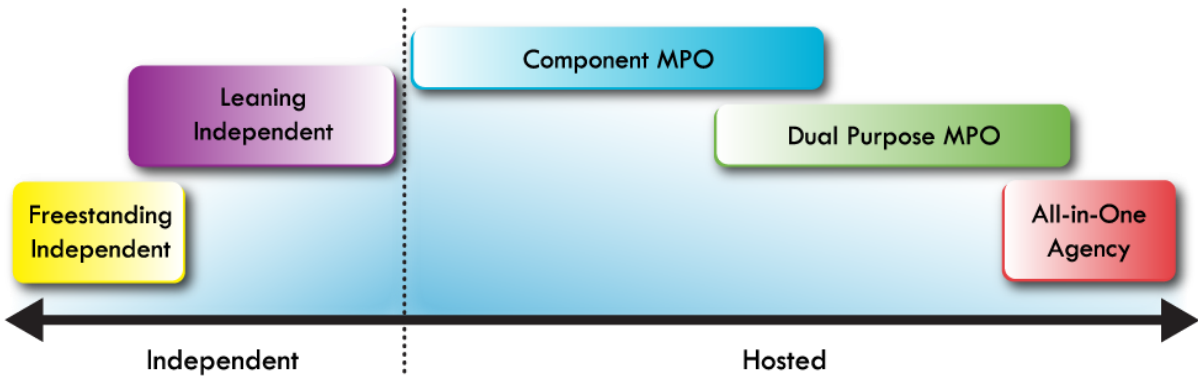
Supporting MPO Committees: Technical Advisory Committee (TAC), Citizens Advisory Committee (CAC), Pathways Advisory Committee (PAC), Congestion Management System/Intelligent Transportation Systems Stakeholders Committee (CMS/ITS), and Local Coordinating Board (LCB) for the Transportation Disadvantaged



## STAFFING ARRANGEMENTS

Is the MPO hosted by another agency or independent? ..... Independent

Where does the MPO fall along the continuum below? .....Leaning Independent MPO



### LEGEND

- All-in-One Agency-** The agency does not differentiate between MPO functions, non-MPO transportation functions, and all other functions of the broader agency.
- Dual Purpose MPO-** The host leverages MPO planning funds to maintain transportation planning staff that performs both MPO planning and host agency transportation planning functions.
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- Leaning Independent MPO-** The MPO receives some services from one of its member agencies under a severable contract.
- Freestanding Independent MPO-** The MPO must meet all of its own operating needs.

## HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director? ..... MPO Governing Board

Who hires/supervises the MPO staff?..... MPO Executive Director

## STAFF SIZE AND EXPERTISE

MPO professional staff size.....	3
MPO financial staff size .....	0
MPO administrative staff size.....	1
<b>Total MPO staff size.....</b>	<b>4</b>



# FLORIDA-ALABAMA TPO

## FACT SHEET

### MPO CONTACT INFORMATION

---

MPO Director: Mary Robinson

Director E-mail: [mary.robinson@wfrpc.org](mailto:mary.robinson@wfrpc.org)

Physical Address:

West Florida Regional Planning Council  
4081 E. Olive Road, Suite A  
Pensacola, FL 32514

Mailing Address:

Post Office Box 11399  
Pensacola, FL 32524-1399

Phone: (850) 332-7976

Fax: (850) 637-1923

Website: [www.wfrpc.org/fatpo](http://www.wfrpc.org/fatpo)

### DEMOGRAPHIC INFORMATION

---

Number of states within MPO boundaries.....	2
Number of counties within MPO boundaries (all or part).....	3
Escambia (Part); Santa Rosa (Part); Baldwin (Part)	
Number of municipalities within MPO boundaries.....	3
Number of urbanized areas within MPO boundaries (all or part).....	2
Pensacola, FL – AL; Fort Walton Beach, FL (Part)	
Population served by the MPO.....	392,058

## MPO GOVERNING BOARD

Agency/Locality Represented	Number of Members	Voting?	Rotating?
Escambia County	5	Y	N
City of Pensacola	5	Y	N
Santa Rosa County	5	Y	N
City of Gulf Breeze	1	Y	N
City of Milton	1	Y	N
Baldwin County	1	Y	N

Number of voting members ..... 18

Number of non-voting members..... 0

**Total number of members on MPO Board..... 18**

### VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure?.....No

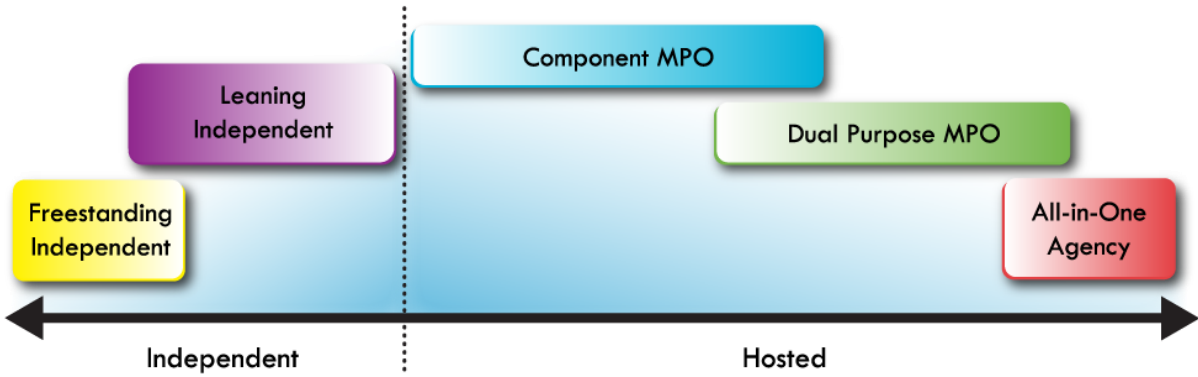
Number of members required to form quorum ..... 10

Supporting MPO Committees: Technical Coordinating Committee (TCC), Citizens' Advisory Committee (CAC), and Bicycle/Pedestrian Advisory Committee (BPAC)

## STAFFING ARRANGEMENTS

Is the MPO hosted by another agency or independent? .....Hosted

Where does the MPO fall along the continuum below? .....Dual Purpose MPO



### LEGEND

- All-in-One Agency-** The agency does not differentiate between MPO functions, non-MPO transportation functions, and all other functions of the broader agency.
- Dual Purpose MPO-** The host leverages MPO planning funds to maintain transportation planning staff that performs both MPO planning and host agency transportation planning functions.
- Component MPO-** MPO functions are separated from most functions of the host, but remains a division of the umbrella agency.
- Leaning Independent MPO-** The MPO receives some services from one of its member agencies under a severable contract.
- Freestanding Independent MPO-** The MPO must meet all of its own operating needs.

## HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director? ..... Executive Director of WFRPC

Who hires/supervises the MPO staff?..... MPO Executive Director

## STAFF SIZE AND EXPERTISE

MPO professional staff size.....	26
MPO financial staff size .....	2
MPO administrative staff size.....	7
<b>Total MPO staff size.....</b>	<b>35</b>



# GAINESVILLE MTPO

## FACT SHEET

### MPO CONTACT INFORMATION

---

MPO Director: Marlie Sanderson

Director E-mail: [sanderson@ncfrpc.org](mailto:sanderson@ncfrpc.org)

Physical Address:

North Central Florida RPC  
2009 NW 67 Place  
Gainesville, FL 32653

Phone: (352) 955-2200 x103

Fax: (352) 955-2209

Website: [www.ncfrpc.org/mtpo/index.html](http://www.ncfrpc.org/mtpo/index.html)

### DEMOGRAPHIC INFORMATION

---

Number of states within MPO boundaries .....	1
Number of counties within MPO boundaries (all or part).....	1
Alachua (Part)	
Number of municipalities within MPO boundaries.....	1
Number of urbanized areas within MPO boundaries (all or part).....	1
Gainesville, FL	
Population served by the MPO.....	166,871

## MPO GOVERNING BOARD

---

Agency/Locality Represented	Number of Members	Voting?	Rotating?
City of Gainesville	7	Y	N
Alachua County	5	Y	N
FDOT	1	N	N
University of Florida	1	N	N
“Rural Advisor” City of High Springs	1	N	N

Number of voting members ..... 12

Number of non-voting members.....3

Total number of members on MPO Board..... 15

### VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure?.....No

Number of members required to form quorum .....7

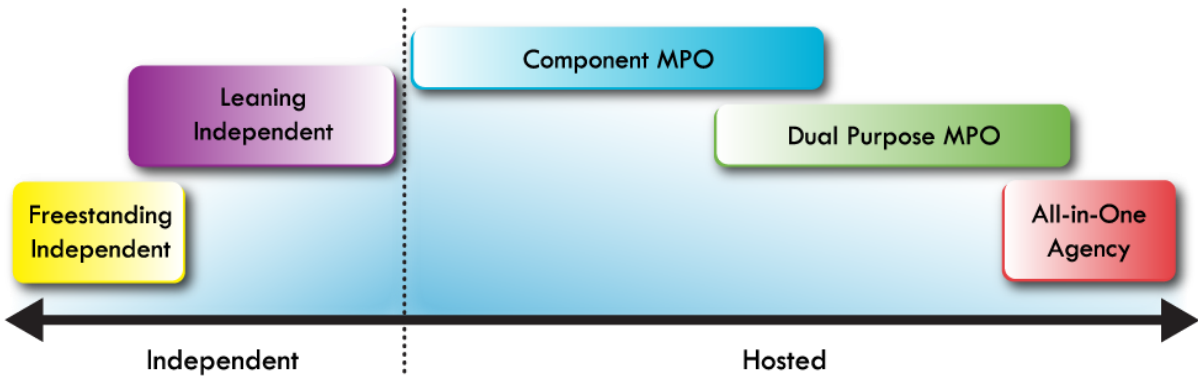
4 City Commissioners plus 3 County Commissioners

Supporting MPO Committees: Technical Advisory Committee (TAC), Citizens Advisory Committee (CAC), and Urban Area Bicycle/Pedestrian Advisory Board (BPAB)

## STAFFING ARRANGEMENTS

Is the MPO hosted by another agency or independent? .....Hosted

Where does the MPO fall along the continuum below? .....Component MPO



### LEGEND

- All-in-One Agency-** The agency does not differentiate between MPO functions, non-MPO transportation functions, and all other functions of the broader agency.
- Dual Purpose MPO-** The host leverages MPO planning funds to maintain transportation planning staff that performs both MPO planning and host agency transportation planning functions.
- Component MPO-** MPO functions are separated from most functions of the host, but remains a division of the umbrella agency.
- Leaning Independent MPO-** The MPO receives some services from one of its member agencies under a severable contract.
- Freestanding Independent MPO-** The MPO must meet all of its own operating needs.

## HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director? .....Planning Council Governing Board

Who hires/supervises the MPO staff?..... Planning Council Executive Director

## STAFF SIZE AND EXPERTISE

MPO professional staff size.....	2
MPO financial staff size .....	0
MPO administrative staff size.....	0
<b>Total MPO staff size.....</b>	<b>2</b>



# HERNANDO COUNTY MPO

## FACT SHEET

### MPO CONTACT INFORMATION

---

MPO Director: Dennis Dix

Director E-mail: [dennisd@co.hernando.fl.us](mailto:dennisd@co.hernando.fl.us)

Physical Address:

20 North Main Street, Room 262  
Brooksville, FL 34601

Phone: (352) 754-4057

Fax: (352) 754-4420

Website: [www.co.hernando.fl.us/mpo](http://www.co.hernando.fl.us/mpo)

### DEMOGRAPHIC INFORMATION

---

Number of states within MPO boundaries .....	1
Number of counties within MPO boundaries (all or part).....	1
<b>Hernando</b>	
Number of municipalities within MPO boundaries.....	2
Number of urbanized areas within MPO boundaries (all or part).....	1
<b>Brooksville, FL (Part)</b>	
Population served by the MPO.....	130,802



## MPO GOVERNING BOARD

---

Agency/Locality Represented	Number of Members	Voting?	Rotating?
Hernando County	5	Y	N
City of Brooksville	1	Y	N
FDOT	1	N	N

Number of voting members ..... 6

Number of non-voting members..... 1

Total number of members on MPO Board..... 7

### VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure?.....No

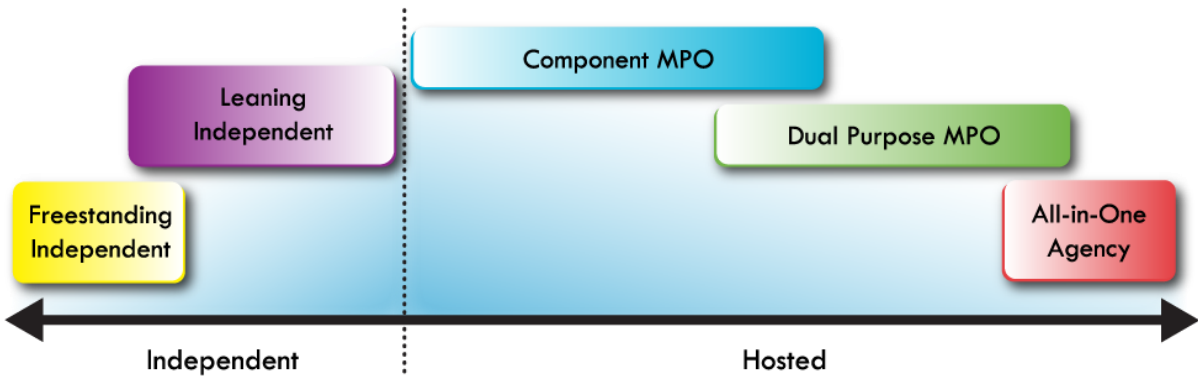
Number of members required to form quorum ..... 4

Supporting MPO Committees: Technical Advisory Committee (TAC), Citizens Advisory Committee (CAC), Bicycle/Pedestrian Advisory Committee (BPAC), and Transportation Disadvantaged Local Coordinating Board (TDLCB)

## STAFFING ARRANGEMENTS

Is the MPO hosted by another agency or independent? .....Hosted

Where does the MPO fall along the continuum below? .....Dual Purpose MPO



### LEGEND

- All-in-One Agency-** The agency does not differentiate between MPO functions, non-MPO transportation functions, and all other functions of the broader agency.
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- Freestanding Independent MPO-** The MPO must meet all of its own operating needs.

## HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director? ..... MPO Governing Board

Who hires/supervises the MPO staff?.....Hernando County Planning Department

## STAFF SIZE AND EXPERTISE

MPO professional staff size.....	3
MPO financial staff size .....	0
MPO administrative staff size.....	1
<b>Total MPO staff size.....</b>	<b>4</b>



# HILLSBOROUGH COUNTY MPO

## FACT SHEET

### MPO CONTACT INFORMATION

---

MPO Director: Ray Chiaramonte

Director E-mail: [rayc@plancom.org](mailto:rayc@plancom.org)

Physical Address:

601 E. Kennedy Blvd., 18th Floor  
Tampa, FL 33602

Mailing Address

P.O. Box 1110  
Tampa, FL 33602

Phone: (813) 272-5940

Fax: (813) 301-7172

Website: [www.hillsboroughmpo.org](http://www.hillsboroughmpo.org)

### DEMOGRAPHIC INFORMATION

---

Number of states within MPO boundaries.....	1
Number of counties within MPO boundaries (all or part).....	1
<b>Hillsborough</b>	
Number of municipalities within MPO boundaries.....	4
Number of urbanized areas within MPO boundaries (all or part).....	3
Tampa – St. Petersburg, FL (Part); Zephyrhills, FL (Part); Lakeland, FL (Part)	
Population served by the MPO.....	1,245,870

## MPO GOVERNING BOARD

Agency/Locality Represented	Number of Members	Voting?	Rotating?
Hillsborough County	4	Y	N
City of Tampa	3	Y	N
City of Plant City	1	Y	N
City of Temple Terrace	1	Y	N
Hillsborough Area Regional Transit Authority	1	Y	N
Hillsborough County Aviation Authority	1	Y	N
Tampa-Hillsborough Expressway Authority	1	Y	N
Tampa Port Authority	1	Y	N
FDOT	1	N	N
Hillsborough County Planning Commission	1	N	N

Number of voting members .....	13
Number of non-voting members.....	2
<b>Total number of members on MPO Board.....</b>	<b>15</b>

### VOTING AND QUORUM STRUCTURE

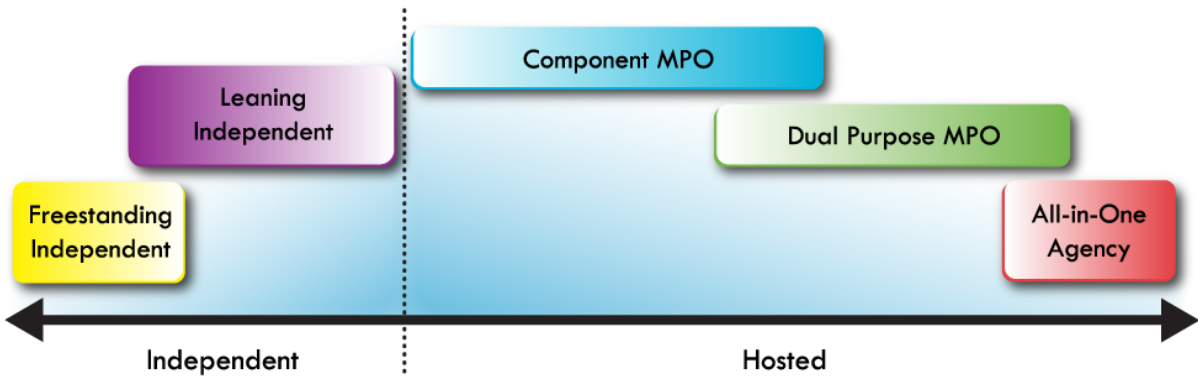
Does the MPO Board have a weighted voting structure?.....	No
Number of members required to form quorum .....	8

Supporting MPO Committees: Policy Committee, Technical Advisory Committee (TAC), Citizens Advisory Committee (CAC), Bicycle/Pedestrian Advisory Committee (BPAC), Transportation Disadvantaged Coordinating Board (TDCB), Intelligent Transportation Systems Committee (ITS), and Livable Roadways Committee

## STAFFING ARRANGEMENTS

Is the MPO hosted by another agency or independent? .....Hosted

Where does the MPO fall along the continuum below? .....Dual Purpose MPO



### LEGEND

- All-in-One Agency-** The agency does not differentiate between MPO functions, non-MPO transportation functions, and all other functions of the broader agency.
- Dual Purpose MPO-** The host leverages MPO planning funds to maintain transportation planning staff that performs both MPO planning and host agency transportation planning functions.
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- Leaning Independent MPO-** The MPO receives some services from one of its member agencies under a severable contract.
- Freestanding Independent MPO-** The MPO must meet all of its own operating needs.

## HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director? .....*Joint Responsibility*  
MPO Governing Board/Planning Commission Director

Who hires/supervises the MPO staff? .....*Joint Responsibility*  
MPO Executive Director/Planning Commission Director

## STAFF SIZE AND EXPERTISE

MPO professional staff size.....	10
MPO financial staff size .....	0
MPO administrative staff size.....	2
Total MPO staff size.....	12



# INDIAN RIVER COUNTY MPO

## FACT SHEET

### MPO CONTACT INFORMATION

---

MPO Director: Phil Matson

Director E-mail: [pmatson@ircgov.com](mailto:pmatson@ircgov.com)

Physical Address:

1801 27th Street  
Vero Beach, FL 32960

Phone: (772) 226-1672

Fax: (772) 978-1806

Website: [www.irmpo.com](http://www.irmpo.com)

### DEMOGRAPHIC INFORMATION

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Number of states within MPO boundaries .....	1
Number of counties within MPO boundaries (all or part).....	1
<b>Indian River</b>	
Number of municipalities within MPO boundaries.....	5
Number of urbanized areas within MPO boundaries (all or part).....	1
<b>Vero Beach – Sebastian, FL (Part)</b>	
Population served by the MPO.....	117,237

## MPO GOVERNING BOARD

Agency/Locality Represented	Number of Members	Voting?	Rotating?
Indian River County	5	Y	N
City of Vero Beach	2	Y	N
City of Sebastian	2	Y	N
Town of Indian River Shores	1	Y	N
City of Fellsmere	1	Y	N
School Board	1	Y	N
Town of Orchid	1	N	N
FDOT District 4 Secretary	1	N	N
FDOT State Transportation Planner	1	N	N

Number of voting members ..... 12

Number of non-voting members..... 3

Total number of members on MPO Board..... 15

### VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure?.....No

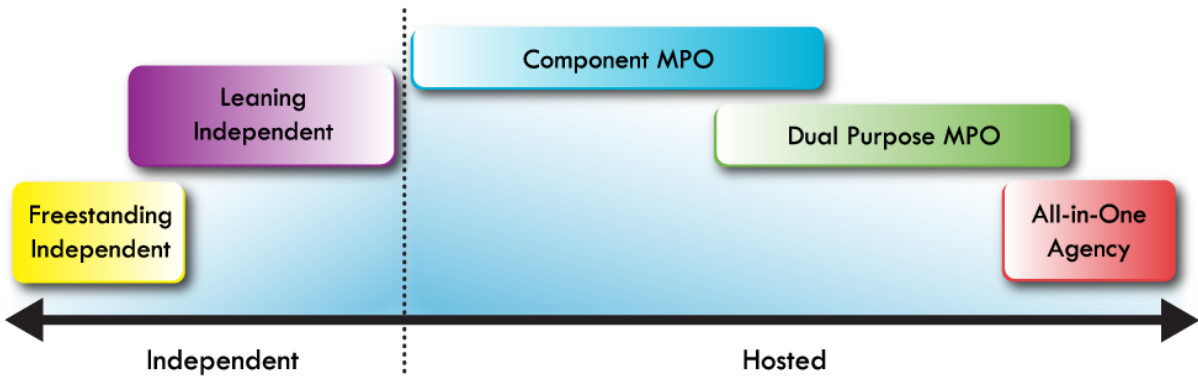
Number of members required to form quorum ..... 7

Supporting MPO Committees: Technical Advisory Committee (TAC), Citizens Advisory Committee (CAC), Bicycle/Pedestrian Advisory Committee (BPAC), Transportation Disadvantaged Local Coordinating Board (TDLCB), Community Transportation Coordinator (CTC), Treasure Coast Transportation Coordinator (TCTC), and Regional Advisory Committee (RAC)

## STAFFING ARRANGEMENTS

Is the MPO hosted by another agency or independent? .....Hosted

Where does the MPO fall along the continuum below? .....Dual Purpose MPO



### LEGEND

- All-in-One Agency-** The agency does not differentiate between MPO functions, non-MPO transportation functions, and all other functions of the broader agency.
- Dual Purpose MPO-** The host leverages MPO planning funds to maintain transportation planning staff that performs both MPO planning and host agency transportation planning functions.
- Component MPO-** MPO functions are separated from most functions of the host, but remains a division of the umbrella agency.
- Leaning Independent MPO-** The MPO receives some services from one of its member agencies under a severable contract.
- Freestanding Independent MPO-** The MPO must meet all of its own operating needs.

## HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director? .....County Community Development Director

Who hires/supervises the MPO staff?.....MPO Staff Director

## STAFF SIZE AND EXPERTISE

MPO professional staff size.....	2
MPO financial staff size .....	0
MPO administrative staff size.....	1
<b>Total MPO staff size.....</b>	<b>3</b>





# LAKE-SUMTER MPO

## FACT SHEET

### MPO CONTACT INFORMATION

---

MPO Director: T.J. Fish

Director E-mail: [TJFish@LakeSumterMPO.com](mailto:TJFish@LakeSumterMPO.com)

Physical Address:

1616 South 14th Street  
Leesburg, FL 34748

Phone: (352) 315-0170

Fax: (352) 315-0993

Website: [www.LakeSumterMPO.com](http://www.LakeSumterMPO.com)

### DEMOGRAPHIC INFORMATION

---

Number of states within MPO boundaries .....	1
Number of counties within MPO boundaries (all or part).....	2
<b>Lake; Sumter</b>	
Number of municipalities within MPO boundaries.....	19
Number of urbanized areas within MPO boundaries (all or part).....	3
Leesburg – Eustis, FL; Orlando, FL (Part); Lady Lake, FL (Part)	
Population served by the MPO.....	400,000

## MPO GOVERNING BOARD

Agency/Locality Represented	Number of Members	Voting?	Rotating?
Lake County	5	Y	N
Sumter County	2	Y	N
City of Clermont	1	Y	N
Town of Lady Lake	1	Y	N
City of Eustis	1	Y	N
City of Leesburg	1	Y	N
City of Minneola	1	Y	N
City of Mount Dora	1	Y	N
City of Tavares	1	Y	N
Lake County Small Municipality Seat	1	Y	Y
Town of Astatula			
City of Fruitland Park			
City of Groveland			
Town of Howey-in-the-Hills			
City of Mascotte			
Town of Montverde			
City of Umatilla			
Sumter County Small Municipality Seat	1	Y	Y
Bushnell			
Center Hill			
Coleman			
Webster			
Wildwood			
Florida Central Railroad	1	N	N
Lake County School Board	1	N	N
Sumter County School Board	1	N	N
Lake County Small Municipalities	6	N	Y
Sumter County Small Municipalities	4	N	Y

Number of voting members ..... 16

Number of non-voting members..... 13

Total number of members on MPO Board..... 29

### VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure?.....No

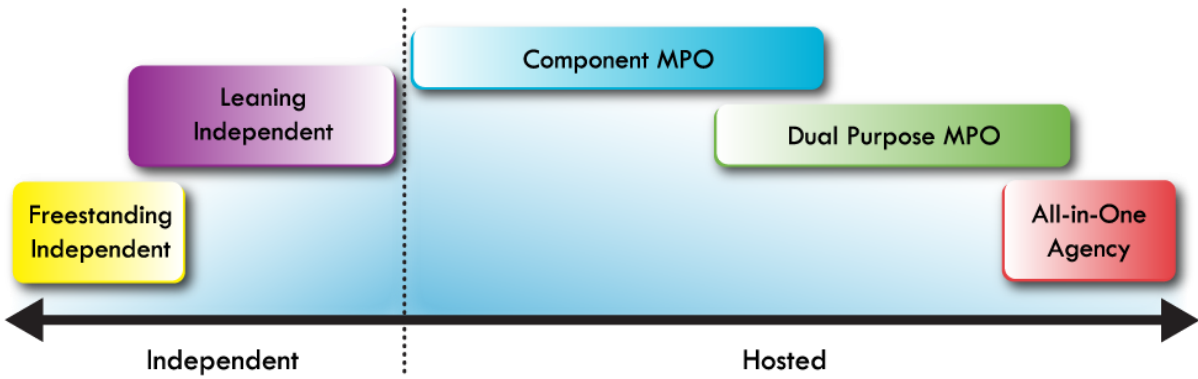
Number of members required to form quorum ..... 9

Supporting MPO Committees: Technical Advisory Committee (TAC), Citizens Advisory Committee (CAC), Bicycle/Pedestrian Advisory Committee (BPAC), Lake County Transportation Disadvantaged Coordinating Board, and Sumter County Transportation Disadvantaged Coordinating Board

## STAFFING ARRANGEMENTS

Is the MPO hosted by another agency or independent? ..... Independent

Where does the MPO fall along the continuum below? .....Leaning Independent MPO



### LEGEND

- All-in-One Agency-** The agency does not differentiate between MPO functions, non-MPO transportation functions, and all other functions of the broader agency.
- Dual Purpose MPO-** The host leverages MPO planning funds to maintain transportation planning staff that performs both MPO planning and host agency transportation planning functions.
- Component MPO-** MPO functions are separated from most functions of the host, but remains a division of the umbrella agency.
- Leaning Independent MPO-** The MPO receives some services from one of its member agencies under a severable contract.
- Freestanding Independent MPO-** The MPO must meet all of its own operating needs.

## HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director? ..... MPO Governing Board

Who hires/supervises the MPO staff?..... MPO Executive Director

## STAFF SIZE AND EXPERTISE

MPO professional staff size.....	6
MPO financial staff size .....	1
MPO administrative staff size.....	1
<b>Total MPO staff size.....</b>	<b>8</b>



# LEE COUNTY MPO

## FACT SHEET

### MPO CONTACT INFORMATION

---

MPO Director: Donald Scott

Director E-mail: [dscott@swfrpc.org](mailto:dscott@swfrpc.org)

Physical Address:

1926 Victoria Avenue  
Ft. Myers, FL 33901

Phone: (239) 338-2550

Fax: (239) 338-2560

Website: [www.mpo-swfl.org](http://www.mpo-swfl.org)

### DEMOGRAPHIC INFORMATION

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Number of states within MPO boundaries .....	1
Number of counties within MPO boundaries (all or part).....	1
Lee	
Number of municipalities within MPO boundaries.....	5
Number of urbanized areas within MPO boundaries (all or part).....	3
Cape Coral, FL; Bonita Springs – Naples, FL (Part); Sarasota – Bradenton, FL (Part)	
Population served by the MPO.....	615,124

## MPO GOVERNING BOARD

Agency/Locality Represented	Number of Members	Voting?	Rotating?
Lee County	5	Y	N
City of Fort Myers	3	Y	N
City of Sanibel	1	Y	N
Town of Fort Myers Beach	1	Y	N
City of Bonita Springs	2	Y	N
City of Cape Coral	4	Y	N
FDOT D1 Secretary	1	N	N

Number of voting members ..... 16

Number of non-voting members..... 1

Total number of members on MPO Board..... 17

### VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure?.....No

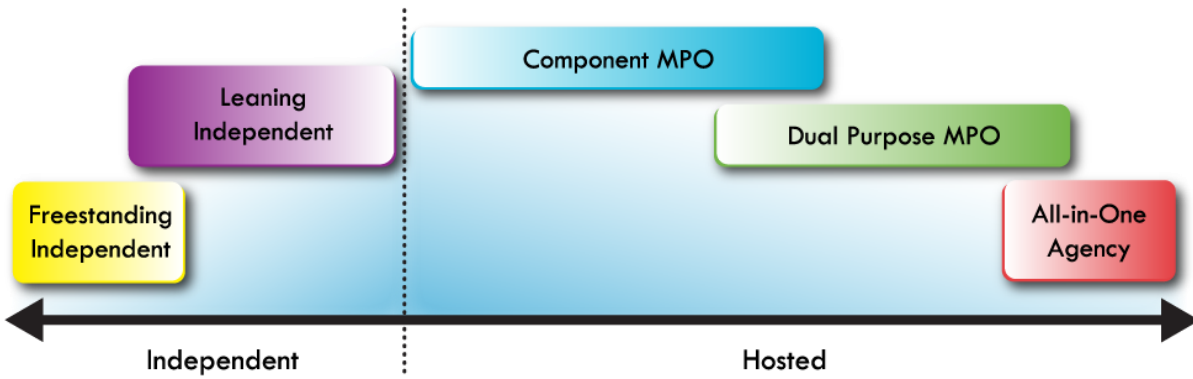
Number of members required to form quorum ..... 9

Supporting MPO Committees: Citizens' Advisory Committee (CAC), Technical Advisory Committee (TAC), Transportation Disadvantaged Local Coordinating Board (LCB), Bicycle Pedestrian Coordinating Committee (BPCC), and Traffic Management and Operations Committee (TMOC)

## STAFFING ARRANGEMENTS

Is the MPO hosted by another agency or independent? .....Hosted

Where does the MPO fall along the continuum below? .....Component MPO



### LEGEND

- All-in-One Agency-** The agency does not differentiate between MPO functions, non-MPO transportation functions, and all other functions of the broader agency.
- Dual Purpose MPO-** The host leverages MPO planning funds to maintain transportation planning staff that performs both MPO planning and host agency transportation planning functions.
- Component MPO-** MPO functions are separated from most functions of the host, but remains a division of the umbrella agency.
- Leaning Independent MPO-** The MPO receives some services from one of its member agencies under a severable contract.
- Freestanding Independent MPO-** The MPO must meet all of its own operating needs.

## HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director? .....RPC Executive Director

Who hires/supervises the MPO staff?.....*Joint Responsibility*  
 RPC Executive Director/MPO Executive Director

## STAFF SIZE AND EXPERTISE

MPO professional staff size.....	4
MPO financial staff size .....	0
MPO administrative staff size.....	0
Total MPO staff size.....	4



# MARTIN MPO

## FACT SHEET

### MPO CONTACT INFORMATION

---

MPO Director: Beth Beltran

Director E-mail: [bbeltran@martin.fl.us](mailto:bbeltran@martin.fl.us)

Physical Address:

2401 S.E. Monterey Road  
Stuart, FL 34996

Phone: (772) 288-5484

Fax: (772) 221-2389

Website: [www.martinmpo.com](http://www.martinmpo.com)

### DEMOGRAPHIC INFORMATION

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Number of states within MPO boundaries .....	1
Number of counties within MPO boundaries (all or part).....	1
<b>Martin</b>	
Number of municipalities within MPO boundaries.....	4
Number of urbanized areas within MPO boundaries (all or part).....	2
Port St. Lucie, FL (Part); Miami, FL (Part)	
Population served by the MPO.....	116,886

## MPO GOVERNING BOARD

Agency/Locality Represented	Number of Members	Voting?	Rotating?
Martin County	4	Y	N
City of Stuart	2	Y	N
Town of Sewall	1	Y	N
FDOT	1	N	N
Indiantown CRA	1	N	N
St. Lucie TPO Board Member	1	N	N

Number of voting members ..... 7

Number of non-voting members ..... 3

Total number of members on MPO Board ..... 10

### VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure? ..... No

Number of members required to form quorum ..... 4

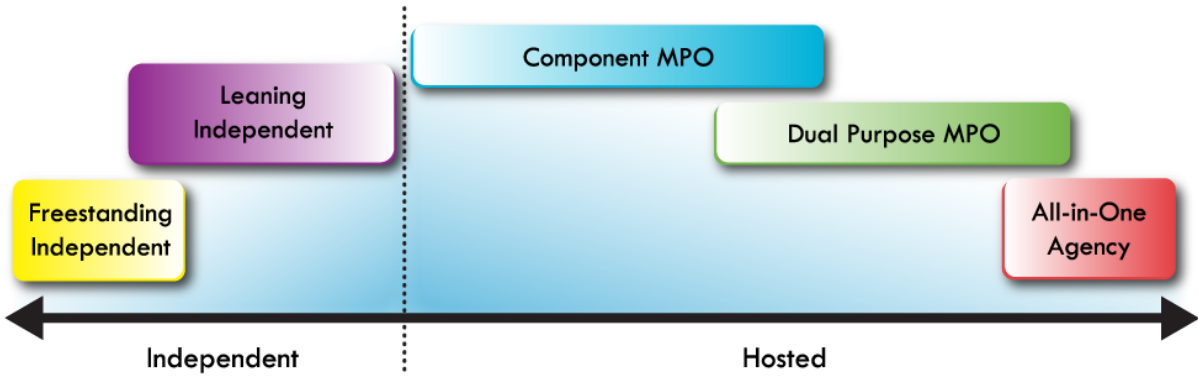
Supporting MPO Committees: Technical Advisory Committee (TAC), Citizens Advisory Committee (CAC), Bicycle/Pedestrian Advisory Committee (BPAC), and Local Coordinating Board for the Transportation Disadvantaged (LCB-TD)



## STAFFING ARRANGEMENTS

Is the MPO hosted by another agency or independent? .....Hosted

Where does the MPO fall along the continuum below? .....Component MPO



### LEGEND

- All-in-One Agency-** The agency does not differentiate between MPO functions, non-MPO transportation functions, and all other functions of the broader agency.
- Dual Purpose MPO-** The host leverages MPO planning funds to maintain transportation planning staff that performs both MPO planning and host agency transportation planning functions.
- Component MPO-** MPO functions are separated from most functions of the host, but remains a division of the umbrella agency.
- Leaning Independent MPO-** The MPO receives some services from one of its member agencies under a severable contract.
- Freestanding Independent MPO-** The MPO must meet all of its own operating needs.

## HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director? .....*Joint Responsibility*  
 Chair of Board/Martin County Director of Engineering

Who hires/supervises the MPO staff? ..... MPO Executive Director

## STAFF SIZE AND EXPERTISE

MPO professional staff size.....	4
MPO financial staff size .....	1
MPO administrative staff size.....	1
<b>Total MPO staff size.....</b>	<b>6</b>



# METROPLAN ORLANDO

## FACT SHEET

### MPO CONTACT INFORMATION

---

MPO Director: Harold Barley

Director E-mail: [hbarley@metroplanorlando.com](mailto:hbarley@metroplanorlando.com)

Physical Address:

One Landmark Center  
315 East Robinson Street, Suite 355  
Orlando, FL 32801

Phone: (407) 481-5672

Fax: (407) 481-5680

Website: [www.metroplanorlando.com](http://www.metroplanorlando.com)

### DEMOGRAPHIC INFORMATION

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Number of states within MPO boundaries .....	1
Number of counties within MPO boundaries (all or part).....	3
Seminole; Orange; Osceola	
Number of municipalities within MPO boundaries.....	22
Number of urbanized areas within MPO boundaries (all or part).....	2
Orlando, FL; Kissimmee, FL	
Population served by the MPO.....	1,805,921

## MPO GOVERNING BOARD

Agency/Locality Represented	Number of Members	Voting?	Rotating?
Seminole County	2	Y	N
Central Florida Regional Transportation Authority	1	Y	N
City of Orlando	2	Y	N
City of Altamonte Springs	1	Y	N
City of Apopka	1	Y	N
City of Kissimmee	1	Y	N
City of Sanford	1	Y	N
Greater Orlando Aviation Authority	1	Y	N
Orange County	6	Y	N
Orlando-Orange County Expressway Authority	1	Y	N
Sanford Airport Authority	1	Y	N
Osceola County	1	Y	N
Kissimmee Gateway Airport	1	N	N
FDOT D5 Secretary	1	N	N
Transportation Technical Committee	1	N	N
Citizen's Advisory Committee	1	N	N
Bicycle/Pedestrian Advisory Committee	1	N	N
Municipal Advisory Committee	1	N	N

Number of voting members ..... 19

Number of non-voting members..... 10

Total number of members on MPO Board..... 29

### VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure?.....No

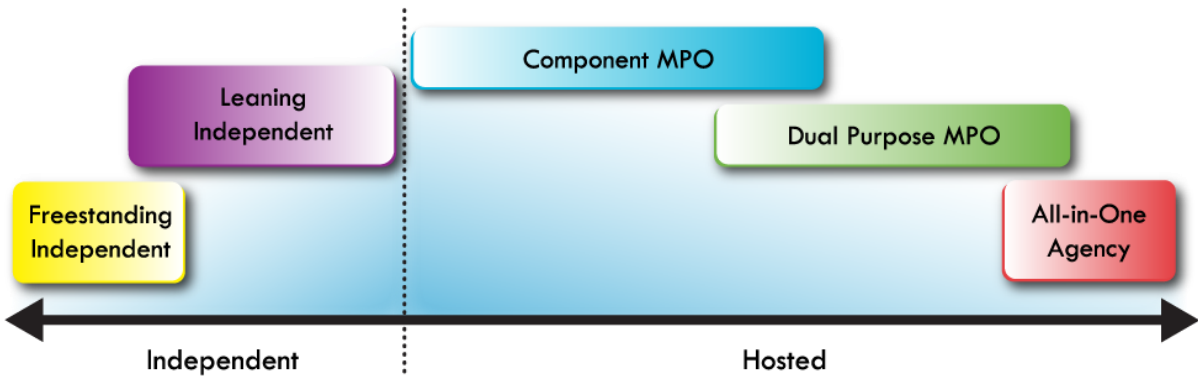
Number of members required to form quorum ..... 10

Supporting MPO Committees: Citizens' Advisory Committee (CAC), Bicycle/Pedestrian Advisory Committee (BPAC), Municipal Advisory Committee (MAC), Transportation Technical Committee (TTC), and Transportation Disadvantages Local Coordinating Board (TDLCB)

## STAFFING ARRANGEMENTS

Is the MPO hosted by another agency or independent? ..... Independent

Where does the MPO fall along the continuum below? ..... Freestanding Independent MPO



### LEGEND

- All-in-One Agency**- The agency does not differentiate between MPO functions, non-MPO transportation functions, and all other functions of the broader agency.
- Dual Purpose MPO**- The host leverages MPO planning funds to maintain transportation planning staff that performs both MPO planning and host agency transportation planning functions.
- Component MPO**- MPO functions are separated from most functions of the host, but remains a division of the umbrella agency.
- Leaning Independent MPO**- The MPO receives some services from one of its member agencies under a severable contract.
- Freestanding Independent MPO**- The MPO must meet all of its own operating needs.

## HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director? ..... MPO Governing Board

Who hires/supervises the MPO staff? ..... MPO Executive Director

## STAFF SIZE AND EXPERTISE

MPO professional staff size.....	12
MPO financial staff size .....	3
MPO administrative staff size.....	2
<b>Total MPO staff size.....</b>	<b>17</b>



# MIAMI-DADE URBANIZED AREA MPO

## FACT SHEET

### MPO CONTACT INFORMATION

---

MPO Director: Irma San Roman (Interim)

Director E-mail: [irm@miamidade.gov](mailto:irm@miamidade.gov)

Physical Address:

Stephen P. Clark Center  
111 NW 1st Street, Suite 920  
Miami, FL 33128

Phone: (305) 375-4507

Fax: (305) 375-4950

Website: [www.miamidade.gov/mpo](http://www.miamidade.gov/mpo)

Mailing Address:

Metropolitan Planning Organization  
111 NW 1<sup>st</sup> Street, Suite 920  
Miami, FL 33128

### DEMOGRAPHIC INFORMATION

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Number of states within MPO boundaries .....	1
Number of counties within MPO boundaries (all or part).....	1
<b>Miami-Dade</b>	
Number of municipalities within MPO boundaries.....	35
Number of urbanized areas within MPO boundaries (all or part).....	1
<b>Miami, FL (Part)</b>	
Population served by the MPO.....	2,531,769

## MPO GOVERNING BOARD

Agency/Locality Represented	Number of Members	Voting?	Rotating?
Board of County Commission	13	Y	N
Miami-Dade Expressway Authority	1	Y	N
Miami-Dade School Board	1	Y	N
City of Homestead	1	Y	N
City of Miami Beach	1	Y	N
City of Miami Gardens	1	Y	N
City of North Miami	1	Y	N
City of Hialeah	1	Y	N
City of Miami	1	Y	N
Municipal Representative	1	Y	N
Citizen/Non-Elected Official	1	Y	N
FDOT	2	N	N

Number of voting members ..... 23

Number of non-voting members ..... 2

Total number of members on MPO Board ..... 25

### VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure? ..... No

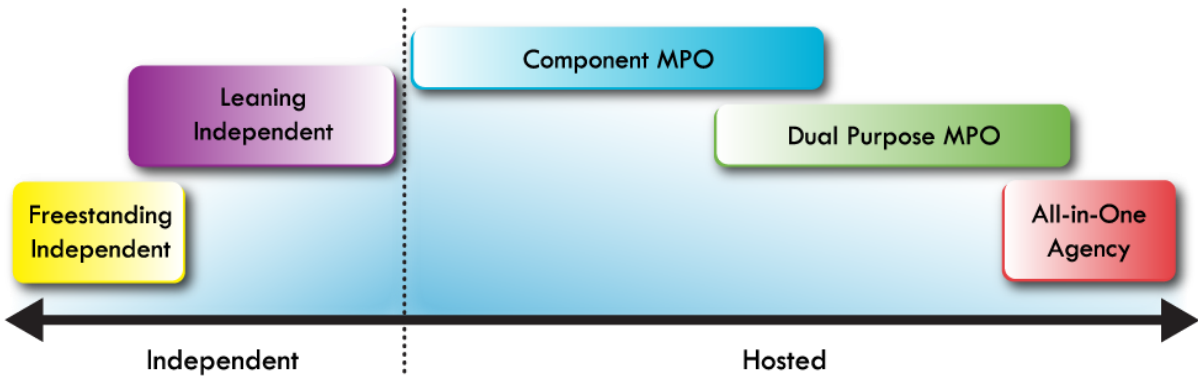
Number of members required to form quorum ..... 12

Supporting MPO Committees: MPO Review Committee, Transportation Planning Council (TPC), Citizens Transportation Advisory Committee (CTAC), Bicycle/Pedestrian Advisory Committee (BPAC), Freight Transportation Advisory Committee (FTAC), Transportation Disadvantaged Local Coordinating Board (LCB), and Transportation Aesthetic Review Committee (TARC)

## STAFFING ARRANGEMENTS

Is the MPO hosted by another agency or independent? .....Hosted

Where does the MPO fall along the continuum below? .....Component MPO



### LEGEND

- All-in-One Agency-** The agency does not differentiate between MPO functions, non-MPO transportation functions, and all other functions of the broader agency.
- Dual Purpose MPO-** The host leverages MPO planning funds to maintain transportation planning staff that performs both MPO planning and host agency transportation planning functions.
- Component MPO-** MPO functions are separated from most functions of the host, but remains a division of the umbrella agency.
- Leaning Independent MPO-** The MPO receives some services from one of its member agencies under a severable contract.
- Freestanding Independent MPO-** The MPO must meet all of its own operating needs.

## HIRING POLICIES AND METHODS

Who hires/supervises the MPO Director? .....*Joint Responsibility*  
County Manager/MPO Governing Board

Who hires/supervises the MPO staff? ..... MPO Executive Director

## STAFF SIZE AND EXPERTISE

MPO professional staff size.....	12
MPO financial staff size .....	1
MPO administrative staff size.....	3
Total MPO staff size.....	16



# NORTH FLORIDA TPO

## FACT SHEET

### MPO CONTACT INFORMATION

---

MPO Director: Jeff Sheffield

Director E-mail: [jsheffield@northfloridatpo.com](mailto:jsheffield@northfloridatpo.com)

Physical Address:

1022 Prudential Drive  
Jacksonville, FL 32207

Phone: (904) 306-7500

Fax: (904) 306-7501

Website: [www.northfloridatpo.com](http://www.northfloridatpo.com)

### DEMOGRAPHIC INFORMATION

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Number of states within MPO boundaries .....	1
Number of counties within MPO boundaries (all or part).....	4
Nassau (Part); Duval (Part), Clay (Part); St. Johns (Part)	
Number of municipalities within MPO boundaries.....	12
Number of urbanized areas within MPO boundaries (all or part).....	2
Jacksonville, FL; St. Augustine, FL	
Population served by the MPO.....	1,267,315



## MPO GOVERNING BOARD

Agency/Locality Represented	Number of Members	Voting?	Rotating?
Clay County	2	Y	N
St. Johns County	1	Y	N
Nassau County	1	Y	N
City of Jacksonville	4	Y	N
City of St. Augustine	1	Y	Y
Beach Community Seat	1	Y	Y
Atlantic Beach			
Neptune Beach			
Jacksonville Beach			
Jacksonville Port Authority Board Member	1	Y	N
Jacksonville Aviation Authority	1	Y	N
Jacksonville Transportation Authority	1	Y	N
St. Augustine - St. Johns County Airport Authority	1	Y	N
Nassau County Ocean, Highway and Port Authority	1	Y	N
FDOT D2	1	N	N
US Navy	1	N	N
Baker County	1	N	N
Flagler County	1	N	N
Putnam County	1	N	N

Number of voting members .....	15
Number of non-voting members.....	5
<b>Total number of members on MPO Board.....</b>	<b>20</b>

### VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure?..... Yes

The four (4) members from the City of Jacksonville have double-weighted votes; however, in practice their double-weighted votes have never been invoked.

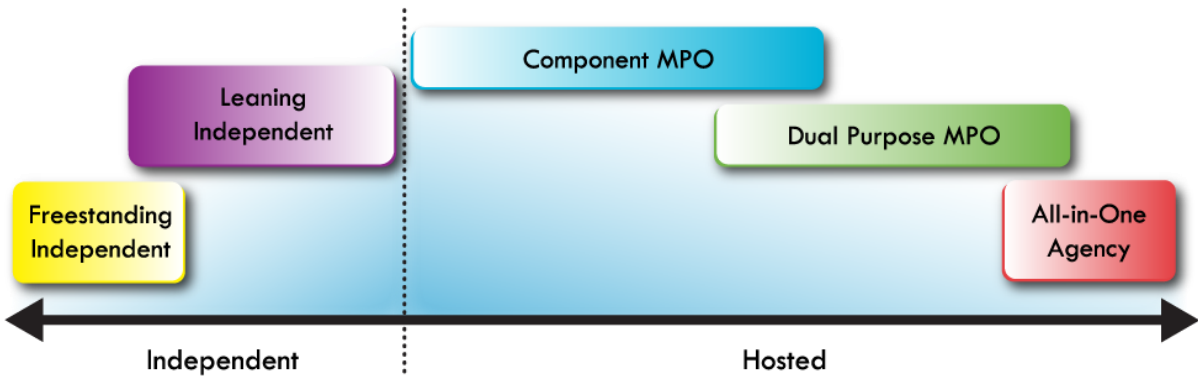
Number of members required to form quorum ..... 8

Supporting MPO Committees: Technical Coordinating Committee (TCC), Citizens Advisory Committee (CAC), and Duval County Transportation Disadvantaged Coordinating Board (TDCB)

## STAFFING ARRANGEMENTS

Is the MPO hosted by another agency or independent? ..... Independent

Where does the MPO fall along the continuum below? ..... Freestanding Independent MPO



### LEGEND

- All-in-One Agency-** The agency does not differentiate between MPO functions, non-MPO transportation functions, and all other functions of the broader agency.
- Dual Purpose MPO-** The host leverages MPO planning funds to maintain transportation planning staff that performs both MPO planning and host agency transportation planning functions.
- Component MPO-** MPO functions are separated from most functions of the host, but remains a division of the umbrella agency.
- Leaning Independent MPO-** The MPO receives some services from one of its member agencies under a severable contract.
- Freestanding Independent MPO-** The MPO must meet all of its own operating needs.

## HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director? ..... MPO Governing Board

Who hires/supervises the MPO staff?..... MPO Executive Director

## STAFF SIZE AND EXPERTISE

MPO professional staff size.....	6
MPO financial staff size .....	1
MPO administrative staff size.....	2
<b>Total MPO staff size.....</b>	<b>9</b>



# OCALA/MARION COUNTY TPO

## FACT SHEET

### MPO CONTACT INFORMATION

---

MPO Director: Greg Slay

Director E-mail: [gslay@ocalafl.org](mailto:gslay@ocalafl.org)

Physical Address:

121 S.E. Watula Avenue  
Ocala, FL 34471

Phone: (352) 629-8297

Fax: (352) 629-8240

Website: [www.ocalamariontpo.org](http://www.ocalamariontpo.org)

### DEMOGRAPHIC INFORMATION

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Number of states within MPO boundaries .....	1
Number of counties within MPO boundaries (all or part).....	1
<b>Marion</b>	
Number of municipalities within MPO boundaries.....	5
Number of urbanized areas within MPO boundaries (all or part).....	2
<b>Ocala, FL; Lady Lake, FL (Part)</b>	
Population served by the MPO.....	258,916

## MPO GOVERNING BOARD

---

Agency/Locality Represented	Number of Members	Voting?	Rotating?
Marion County	5	Y	N
City of Ocala	5	Y	N
City of Dunnellon	1	Y	N
City of Belleview	1	Y	N

Number of voting members ..... 12

Number of non-voting members..... 0

Total number of members on MPO Board..... 12

### VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure?.....No

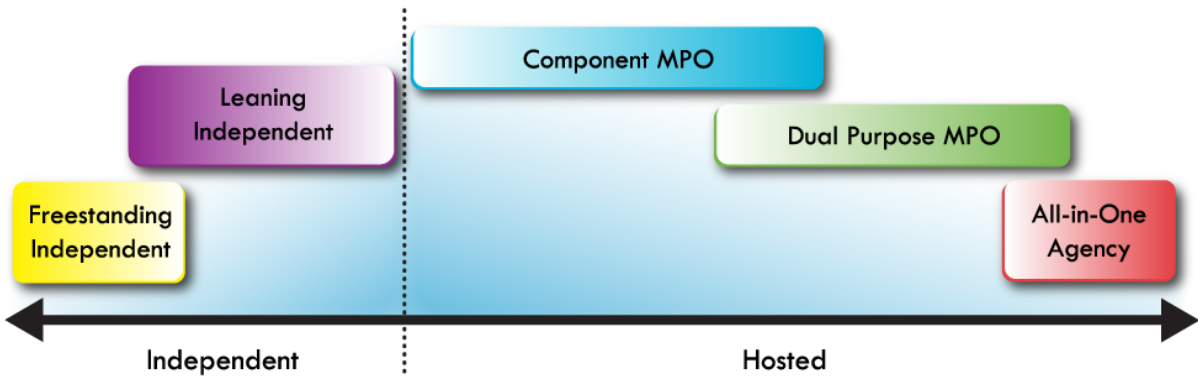
Number of members required to form quorum .....7

Supporting MPO Committees: Citizens' Advisory Committee (CAC), Technical Advisory Committee (TAC), Transportation Disadvantaged Local Coordinating Board (TDLCB), and Transit Executive Committee (TEC)

## STAFFING ARRANGEMENTS

Is the MPO hosted by another agency or independent? .....Hosted

Where does the MPO fall along the continuum below? .....Component MPO



### LEGEND

- All-in-One Agency-** The agency does not differentiate between MPO functions, non-MPO transportation functions, and all other functions of the broader agency.
- Dual Purpose MPO-** The host leverages MPO planning funds to maintain transportation planning staff that performs both MPO planning and host agency transportation planning functions.
- Component MPO-** MPO functions are separated from most functions of the host, but remains a division of the umbrella agency.
- Leaning Independent MPO-** The MPO receives some services from one of its member agencies under a severable contract.
- Freestanding Independent MPO-** The MPO must meet all of its own operating needs.

## HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director? ..... MPO Governing Board

Who hires/supervises the MPO staff?..... MPO Executive Director

## STAFF SIZE AND EXPERTISE

MPO professional staff size.....	5
MPO financial staff size .....	0
MPO administrative staff size.....	2
<b>Total MPO staff size.....</b>	<b>7</b>



# OKALOOSA-WALTON TPO

## FACT SHEET

### MPO CONTACT INFORMATION

MPO Director: Mary Robinson

Director E-mail: [mary.robinson@wfrpc.org](mailto:mary.robinson@wfrpc.org)

Physical Address:

West Florida Regional Planning Council  
4081 E. Olive Road, Suite A  
Pensacola, FL 32514

Mailing Address:

Post Office Box 11399  
Pensacola, FL 32524-1399

Phone: (850) 332-7976

Fax: (850) 637-1923

Website: [www.wfrpc.org/bctpo](http://www.wfrpc.org/bctpo)

### DEMOGRAPHIC INFORMATION

Number of states within MPO boundaries.....	1
Number of counties within MPO boundaries (all or part).....	2
Okaloosa (Part); Walton (Part)	
Number of municipalities within MPO boundaries.....	10
Number of urbanized areas within MPO boundaries (all or part).....	2
Fort Walton Beach, FL (Part); Panama City, FL (Part)	
Population served by the MPO.....	189,714

## MPO GOVERNING BOARD

Agency/Locality Represented	Number of Members	Voting?	Rotating?
Okaloosa County	4	Y	N
City of Fort Walton Beach	2	Y	N
City of Crestview	2	Y	N
City of Valparaiso	1	Y	N
City of Niceville	1	Y	N
City of Mary Esther	1	Y	N
City of Destin	2	Y	N
Walton County	3	Y	N
City of Defuniak Springs	1	Y	N

Number of voting members ..... 17

Number of non-voting members..... 0

Total number of members on MPO Board..... 17

### VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure?.....No

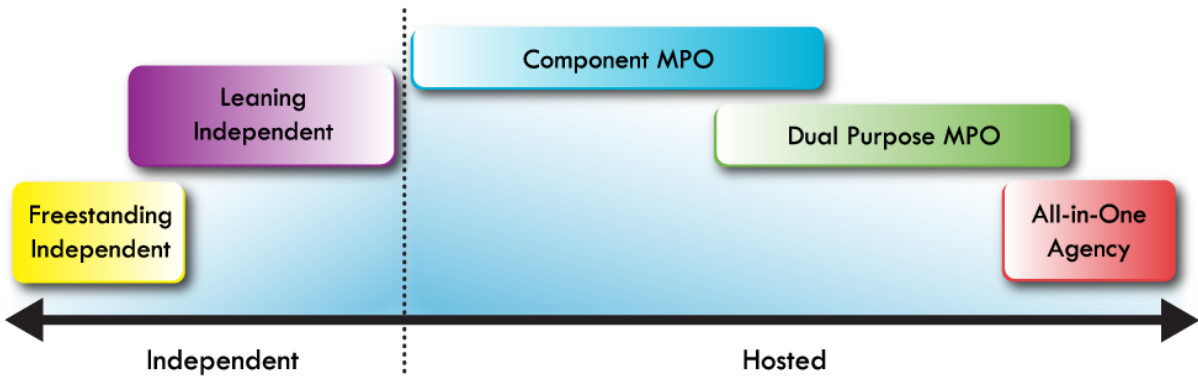
Number of members required to form quorum ..... 9

Supporting MPO Committees: Technical Coordinating Committee (TCC), Citizens’ Advisory Committee (CAC), and Bicycle/Pedestrian Advisory Committee (BPAC)

## STAFFING ARRANGEMENTS

Is the MPO hosted by another agency or independent? .....Hosted

Where does the MPO fall along the continuum below? .....Dual Purpose MPO



### LEGEND

- All-in-One Agency-** The agency does not differentiate between MPO functions, non-MPO transportation functions, and all other functions of the broader agency.
- Dual Purpose MPO-** The host leverages MPO planning funds to maintain transportation planning staff that performs both MPO planning and host agency transportation planning functions.
- Component MPO-** MPO functions are separated from most functions of the host, but remains a division of the umbrella agency.
- Leaning Independent MPO-** The MPO receives some services from one of its member agencies under a severable contract.
- Freestanding Independent MPO-** The MPO must meet all of its own operating needs.

## HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director? ..... Executive Director of WFRPC

Who hires/supervises the MPO staff?..... MPO Executive Director

## STAFF SIZE AND EXPERTISE

MPO professional staff size.....	26
MPO financial staff size .....	2
MPO administrative staff size.....	7
Total MPO staff size.....	35





# PALM BEACH MPO

## FACT SHEET

### MPO CONTACT INFORMATION

---

MPO Director: Randy Whitfield

Director E-mail: [rwhitfie@pbcgov.org](mailto:rwhitfie@pbcgov.org)

Physical Address:

2300 North Jog Road, 4th Floor  
West Palm Beach, FL 33411

Phone: (561) 684-4170

Fax: (561) 233-5664

Website: [www.pbcgov.com/mpo](http://www.pbcgov.com/mpo)

### DEMOGRAPHIC INFORMATION

---

Number of states within MPO boundaries .....	1
Number of counties within MPO boundaries (all or part).....	1
Palm Beach (Part)	
Number of municipalities within MPO boundaries.....	38
Number of urbanized areas within MPO boundaries (all or part).....	1
Miami, FL (Part)	
Population served by the MPO.....	1,131,184

## MPO GOVERNING BOARD

Agency/Locality Represented	Number of Members	Voting?	Rotating?
City of Belle Glade	1	Y	N
City of Boca Raton	2	Y	N
City of Boynton Beach	1	Y	N
City of Delray Beach	1	Y	N
Town of Jupiter	1	Y	N
City of Lake Worth	1	Y	N
City of Palm Beach Gardens	1	Y	N
Palm Beach County	5	Y	N
Port of Palm Beach	1	Y	N
Riviera Beach	1	Y	N
City of West Palm Beach	2	Y	N
Village of Wellington	1	Y	N
Small Municipality Rotating Seat Village of Royal Palm Beach City of Greenacres	1	Y	Y

Number of voting members .....	19
Number of non-voting members.....	0
<b>Total number of members on MPO Board.....</b>	<b>19</b>

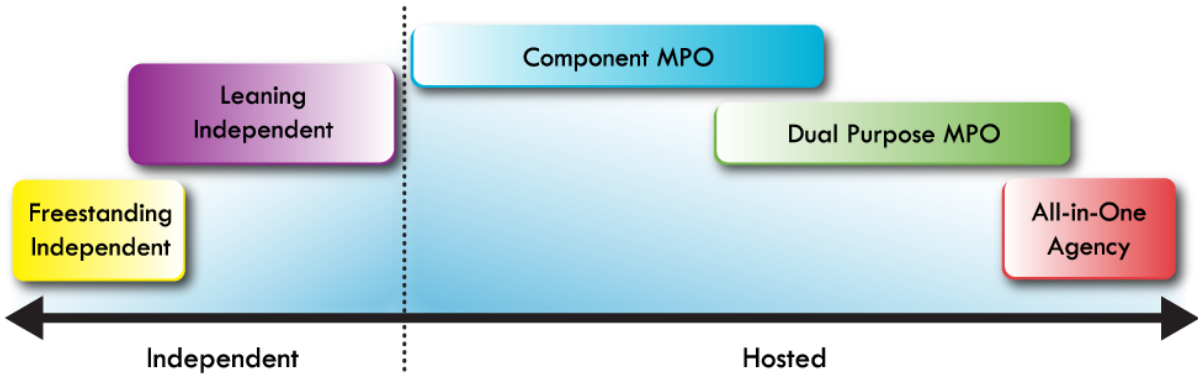
### VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure?.....	No
Number of members required to form quorum .....	11
Supporting MPO Committees: Technical Advisory Committee (TAC), Citizens Advisory Committee (CAC), and Bicycle/Greenways/Pedestrian Advisory Committee (BGPAC)	

## STAFFING ARRANGEMENTS

Is the MPO hosted by another agency or independent? .....Hosted

Where does the MPO fall along the continuum below? .....Dual Purpose MPO



### LEGEND

- All-in-One Agency-** The agency does not differentiate between MPO functions, non-MPO transportation functions, and all other functions of the broader agency.
- Dual Purpose MPO-** The host leverages MPO planning funds to maintain transportation planning staff that performs both MPO planning and host agency transportation planning functions.
- Component MPO-** MPO functions are separated from most functions of the host, but remains a division of the umbrella agency.
- Leaning Independent MPO-** The MPO receives some services from one of its member agencies under a severable contract.
- Freestanding Independent MPO-** The MPO must meet all of its own operating needs.

## HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director? .....*Joint Responsibility*  
MPO Chair and County Administrator

Who hires/supervises the MPO staff? ..... MPO Executive Director

## STAFF SIZE AND EXPERTISE

MPO professional staff size.....	7
MPO financial staff size .....	1
MPO administrative staff size.....	2
<b>Total MPO staff size.....</b>	<b>10</b>



# PASCO COUNTY MPO

## FACT SHEET

### MPO CONTACT INFORMATION

---

MPO Director: James Edwards

Director E-mail: [jhedwards@pascocountyfl.net](mailto:jhedwards@pascocountyfl.net)

Physical Address:

West Pasco Government Center  
7530 Little Road, Suite 320  
New Port Richey, FL 34654

Phone: (727) 847-8140 ext. 8230

Fax: (727) 847-8084

Website:

[www.pascompo.net](http://www.pascompo.net)

### DEMOGRAPHIC INFORMATION

---

Number of states within MPO boundaries .....	1
Number of counties within MPO boundaries (all or part).....	1
Pasco	
Number of municipalities within MPO boundaries.....	6
Number of urbanized areas within MPO boundaries (all or part).....	3
Tampa – St. Petersburg, FL (Part); Zephyrhills, FL (Part); Brooksville, FL (Part)	
Population served by the MPO.....	468,446

## MPO GOVERNING BOARD

Agency/Locality Represented	Number of Members	Voting?	Rotating?
City of Dade City	1	Y	N
Pasco County	5	Y	N
City of New Port Richey	1	Y	N
City of Zephyrhills	1	Y	N
City of Port Richey	1	Y	N
FDOT D7	1	N	N

Number of voting members ..... 9

Number of non-voting members..... 1

Total number of members on MPO Board..... 10

### VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure?.....No

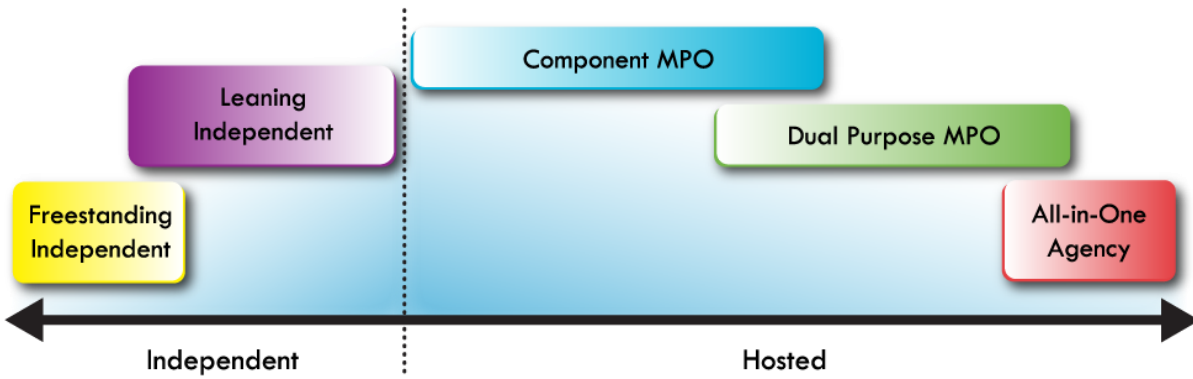
Number of members required to form quorum ..... 5

Supporting MPO Committees: Technical Advisory Committee (TAC), Citizens Advisory Committee (CAC), Greenways, Trails and Blueways (GTB) Committee, and Transportation Disadvantaged Local Coordinating Board (LCB)

## STAFFING ARRANGEMENTS

Is the MPO hosted by another agency or independent? .....Hosted

Where does the MPO fall along the continuum below? .....Component MPO



### LEGEND

- All-in-One Agency-** The agency does not differentiate between MPO functions, non-MPO transportation functions, and all other functions of the broader agency.
- Dual Purpose MPO-** The host leverages MPO planning funds to maintain transportation planning staff that performs both MPO planning and host agency transportation planning functions.
- Component MPO-** MPO functions are separated from most functions of the host, but remains a division of the umbrella agency.
- Leaning Independent MPO-** The MPO receives some services from one of its member agencies under a severable contract.
- Freestanding Independent MPO-** The MPO must meet all of its own operating needs.

## HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director? .....County Growth Management Administrator

Who hires/supervises the MPO staff?.....*Joint Responsibility*  
MPO Executive Director/Transportation Planning Manager

## STAFF SIZE AND EXPERTISE

MPO professional staff size.....	3
MPO financial staff size .....	1
MPO administrative staff size.....	0
Total MPO staff size.....	4



# PINELLAS COUNTY MPO

## FACT SHEET

### MPO CONTACT INFORMATION

---

MPO Director: Brian K. Smith

Director E-mail: [bsmith@pinellascounty.org](mailto:bsmith@pinellascounty.org)

Physical Address:

600 Cleveland Street, Suite 750  
Clearwater, FL 33755

Phone: (727) 464-8200

Fax: (727) 464-8201

Website: [www.pinellascounty.org/mpo](http://www.pinellascounty.org/mpo)

### DEMOGRAPHIC INFORMATION

---

Number of states within MPO boundaries.....	1
Number of counties within MPO boundaries (all or part).....	1
<b>Pinellas</b>	
Number of municipalities within MPO boundaries.....	24
Number of urbanized areas within MPO boundaries (all or part).....	1
<b>Tampa – St. Petersburg, FL (Part)</b>	
Population served by the MPO.....	944,605

## MPO GOVERNING BOARD

Agency/Locality Represented	Number of Members	Voting?	Rotating?
Pinellas Suncoast Transit Authority	1	Y	N
City of Dunedin	1	Y	N
Pinellas County	3	Y	N
City of Pinellas Park	1	Y	N
City of Clearwater	1	Y	N
City of St. Petersburg	2	Y	N
City of Largo	1	Y	N
Small Municipalities Seat	1	Y	Y
City of Safety Harbor			
City of Tarpon Springs			
City of Oldsmar			
FDOT D7	1	N	N

Number of voting members .....	11
Number of non-voting members.....	1
<b>Total number of members on MPO Board.....</b>	<b>12</b>

### VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure?.....No

Number of members required to form quorum .....6

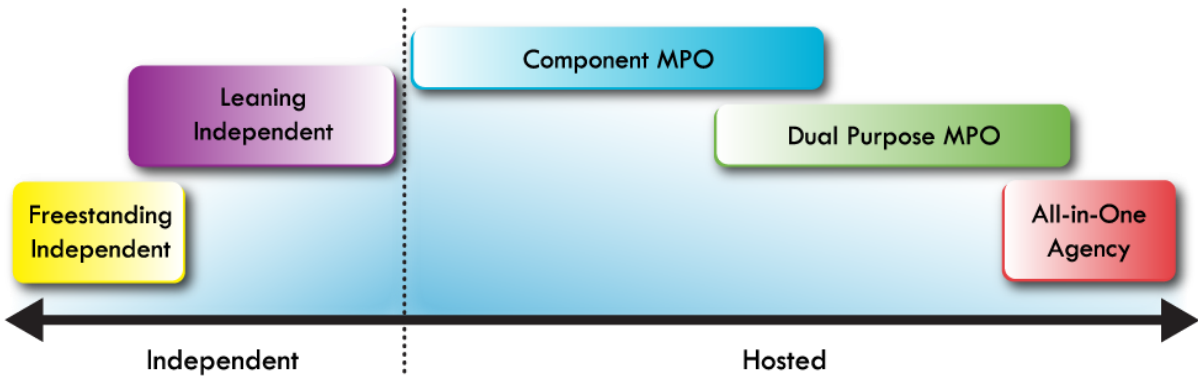
Supporting MPO Committees: Technical Coordinating Committee (TCC), Citizens Advisory Committee (CAC), Bicycle Advisory Committee (BAC), Pedestrian Transportation Advisory Committee (PTAC), Local Coordinating Board (LCB), Intelligent Transportation Systems Committee (ITS), School Transportation Safety Committee (STSC), Pinellas Trail Security Task Force (PTSTF), and Project Advisory Committee (PAC)



## STAFFING ARRANGEMENTS

Is the MPO hosted by another agency or independent? .....Hosted

Where does the MPO fall along the continuum below? .....Dual Purpose MPO



### LEGEND

- All-in-One Agency-** The agency does not differentiate between MPO functions, non-MPO transportation functions, and all other functions of the broader agency.
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- Leaning Independent MPO-** The MPO receives some services from one of its member agencies under a severable contract.
- Freestanding Independent MPO-** The MPO must meet all of its own operating needs.

## HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director? ..... MPO Governing Board

Who hires/supervises the MPO staff?..... MPO Executive Director

## STAFF SIZE AND EXPERTISE

MPO professional staff size.....	12
MPO financial staff size .....	0
MPO administrative staff size.....	2
<b>Total MPO staff size.....</b>	<b>14</b>



# POLK TPO

## FACT SHEET

### MPO CONTACT INFORMATION

MPO Director: Thomas Deardorff, AICP (Interim)

Director E-mail: [thomasdeardorff@polk-county.net](mailto:thomasdeardorff@polk-county.net)

Physical Address:

330 W. Church Street  
Bartow, FL 33830

Mailing Address:

Drawer TS05  
P.O. Box 9005  
Bartow, FL 33831-9005

Phone: (863) 534-6486

Fax: (863) 534-6471

Website: [www.polktpo.com](http://www.polktpo.com)

### DEMOGRAPHIC INFORMATION

Number of states within MPO boundaries.....	1
Number of counties within MPO boundaries (all or part).....	1
<b>Polk</b>	
Number of municipalities within MPO boundaries.....	17
Number of urbanized areas within MPO boundaries (all or part).....	3
Lakeland, FL (Part); Winter Haven, FL; Kissimmee, FL (Part)	
Population served by the MPO.....	483,924

## MPO GOVERNING BOARD

Agency/Locality Represented	Number of Members	Voting?	Rotating?
Polk County	5	Y	N
City of Lakeland	6	Y	N
City of Winter Haven	2	Y	N
City of Auburndale	1	Y	N
City of Bartow	1	Y	N
City of Haines City	1	Y	N
City of Lake Wales	1	Y	N
South County Bloc Fort Meade Mulberry Frostproof	1	Y	Y
East County Bloc Lake Alfred Dundee Eagle Lake Davenport Polk City Lake Hamilton	1	Y	Y
FDOT	1	N	N

Number of voting members ..... 19

Number of non-voting members..... 1

**Total number of members on MPO Board..... 20**

### VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure?.....No

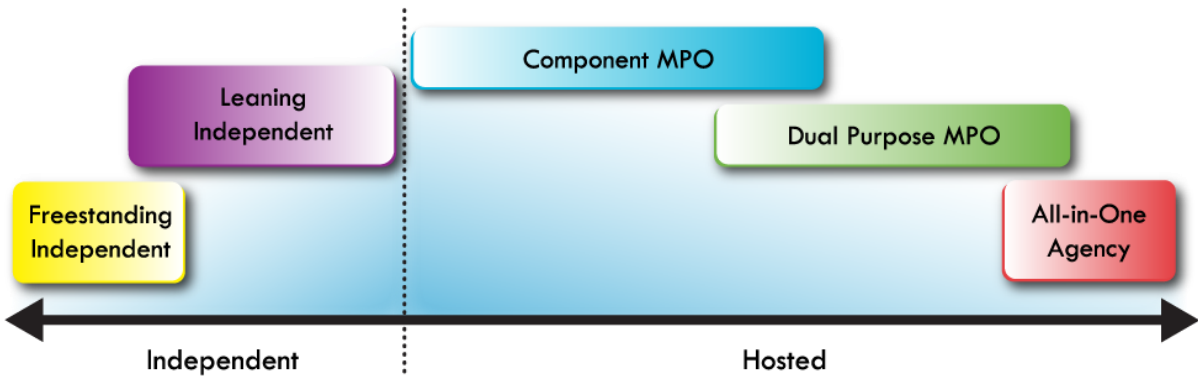
Number of members required to form quorum ..... 9

Supporting MPO Committees: Technical Advisory Committee (TAC), Citizens’ Advisory Committee (CAC), and Transportation Disadvantaged Local Coordinating Board (TD-LCB)

## STAFFING ARRANGEMENTS

Is the MPO hosted by another agency or independent? .....Hosted

Where does the MPO fall along the continuum below? .....Dual Purpose MPO



### LEGEND

- All-in-One Agency-** The agency does not differentiate between MPO functions, non-MPO transportation functions, and all other functions of the broader agency.
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- Leaning Independent MPO-** The MPO receives some services from one of its member agencies under a severable contract.
- Freestanding Independent MPO-** The MPO must meet all of its own operating needs.

## HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director? .....County Manager

Who hires/supervises the MPO staff?.....*Joint Responsibility*  
MPO Director/Transportation Planning Administrator

## STAFF SIZE AND EXPERTISE

MPO professional staff size.....	7
MPO financial staff size .....	1
MPO administrative staff size.....	1
Total MPO staff size.....	9



# SARASOTA/MANATEE MPO

## FACT SHEET

### MPO CONTACT INFORMATION

---

MPO Director: Michael Howe

Director E-mail: [michael@mympo.org](mailto:michael@mympo.org)

Physical Address:

7632 15th Street East  
Sarasota, FL 34243

Phone: (941) 359-5772

Fax: (941) 359-5779

Website: [www.mympo.org](http://www.mympo.org)

### DEMOGRAPHIC INFORMATION

---

Number of states within MPO boundaries .....	1
Number of counties within MPO boundaries (all or part).....	2
Sarasota; Manatee	
Number of municipalities within MPO boundaries.....	9
Number of urbanized areas within MPO boundaries (all or part).....	2
Sarasota – Bradenton, FL (Part); North Port – Punta Gorda, FL (Part)	
Population served by the MPO.....	688,126

## MPO GOVERNING BOARD

Agency/Locality Represented	Number of Members	Voting?	Rotating?
Sarasota County	3	Y	N
Manatee County	3	Y	N
City of Sarasota	2	Y	N
City of Bradenton	1	Y	N
City of Venice	1	Y	N
City of Palmetto	1	Y	N
City of North Port	1	Y	N
Island Transportation Planning Org Anna Maria Holmes Beach Bradenton Beach	1	Y	Y
Town of Longboat Key	1	Y	N
Sarasota-Manatee Airport Authority	1	Y	N
FDOT	1	N	N

Number of voting members .....	15
Number of non-voting members.....	1
<b>Total number of members on MPO Board.....</b>	<b>16</b>

### VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure?.....No

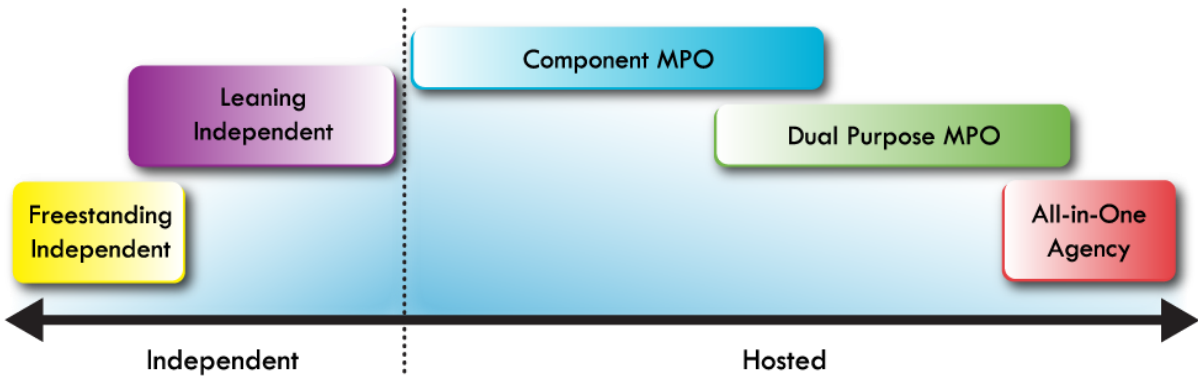
Number of members required to form quorum .....8

Supporting MPO Committees: Technical Advisory Committee (TAC), Citizen Advisory Committee (CAC), Public Transportation Task Force, Sarasota County Transportation Disadvantaged Local Coordinating Board, Manatee County Transportation Disadvantaged Local Coordinating Board, and Bicycle, Pedestrian, Trails Advisory Committee

## STAFFING ARRANGEMENTS

Is the MPO hosted by another agency or independent? ..... Independent

Where does the MPO fall along the continuum below? .....Leaning Independent MPO



### LEGEND

- All-in-One Agency-** The agency does not differentiate between MPO functions, non-MPO transportation functions, and all other functions of the broader agency.
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- Leaning Independent MPO-** The MPO receives some services from one of its member agencies under a severable contract.
- Freestanding Independent MPO-** The MPO must meet all of its own operating needs.

## HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director? ..... MPO Governing Board

Who hires/supervises the MPO staff?..... MPO Executive Director

## STAFF SIZE AND EXPERTISE

MPO professional staff size.....	5
MPO financial staff size .....	1
MPO administrative staff size.....	1
<b>Total MPO staff size.....</b>	<b>7</b>



# SPACE COAST TPO

## FACT SHEET

### MPO CONTACT INFORMATION

---

MPO Director: **Bob Kamm**

Director E-mail: [bob.kamm@brevardcounty.us](mailto:bob.kamm@brevardcounty.us)

Physical Address:

2725 Judge Fran Jamieson Way, #B  
Melbourne, FL 32940

Phone: (321) 690-6890

Fax: (321) 690-6827

Website: [www.spacecoasttpo.com](http://www.spacecoasttpo.com)

### DEMOGRAPHIC INFORMATION

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Number of states within MPO boundaries .....	1
Number of counties within MPO boundaries (all or part).....	1
<b>Brevard</b>	
Number of municipalities within MPO boundaries.....	14
Number of urbanized areas within MPO boundaries (all or part).....	3
<b>Palm Bay – Melbourne, FL; Titusville, FL; Vero Beach – Sebastian, FL (Part)</b>	
Population served by the MPO.....	476,230



## MPO GOVERNING BOARD

Agency/Locality Represented	Number of Members	Voting?	Rotating?
<b>Brevard County</b>	5	Y	N
<b>Canaveral Port Authority</b>	1	Y	N
<b>City of Cocoa</b>	1	Y	N
<b>City of Melbourne</b>	3	Y	N
<b>City of Palm Bay</b>	3	Y	N
<b>City of Rockledge</b>	1	Y	N
<b>City of Titusville</b>	2	Y	N
<b>City of West Melbourne</b>	1	Y	N
<b>North Beaches Coalition</b>	1	Y	Y
City of Cape Canaveral			
City of Cocoa Beach			
<b>South Beaches Coalition</b>	1	Y	Y
City of Indian Harbour Beach			
City of Satellite Beach			
Town of Indialantic			
Town of Melbourne Beach			
<b>TPO Attorney</b>	1	N	N
<b>FDOT D5</b>	1	N	N

Number of voting members ..... 19

Number of non-voting members..... 2

Total number of members on MPO Board..... 21

### VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure?.....No

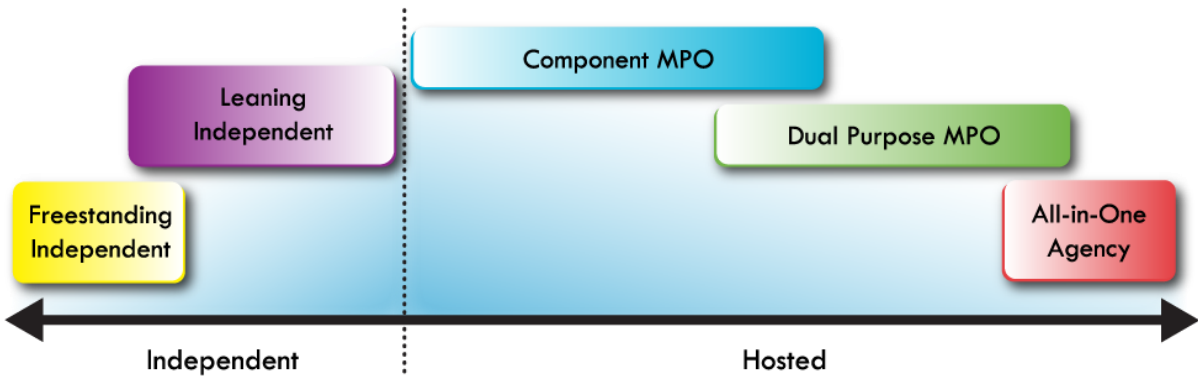
Number of members required to form quorum ..... 10

Supporting MPO Committees: Technical Advisory Committee (TAC), Citizens Advisory Committee (CAC), Bicycle, Pedestrian & Trails Advisory Committee (BPTAC), and Transportation Disadvantaged Local Coordinating Board (TDLCB)

## STAFFING ARRANGEMENTS

Is the MPO hosted by another agency or independent? ..... Independent

Where does the MPO fall along the continuum below? .....Leaning Independent MPO



### LEGEND

- All-in-One Agency-** The agency does not differentiate between MPO functions, non-MPO transportation functions, and all other functions of the broader agency.
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- Freestanding Independent MPO-** The MPO must meet all of its own operating needs.

## HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director? ..... MPO Governing Board

Who hires/supervises the MPO staff?..... MPO Executive Director

## STAFF SIZE AND EXPERTISE

MPO professional staff size.....	4
MPO financial staff size .....	1
MPO administrative staff size.....	1
<b>Total MPO staff size.....</b>	<b>6</b>



# ST. LUCIE TPO

## FACT SHEET

### MPO CONTACT INFORMATION

---

MPO Director: Peter Buchwald

Director E-mail: [BuchwaldP@stlucieco.org](mailto:BuchwaldP@stlucieco.org)

Physical Address:

2300 Virginia Avenue  
Fort Pierce, FL 34982

Phone: (772) 462-1593

Fax: (772) 462-2549

Website: [www.stlucietpo.org](http://www.stlucietpo.org)

### DEMOGRAPHIC INFORMATION

---

Number of states within MPO boundaries.....	1
Number of counties within MPO boundaries (all or part).....	1
<b>St. Lucie</b>	
Number of municipalities within MPO boundaries.....	3
Number of urbanized areas within MPO boundaries (all or part).....	2
<b>Port St. Lucie, FL (Part); Vero Beach – Sebastian, FL (Part)</b>	
Population served by the MPO.....	272,864

## MPO GOVERNING BOARD

Agency/Locality Represented	Number of Members	Voting?	Rotating?
St. Lucie County	4	Y	N
City of Port St. Lucie	4	Y	N
City of Fort Pierce	2	Y	N
St. Lucie County School Board	1	Y	N
Community Transit	1	Y	N
Martin County	2	N	N
FDOT	1	N	N

Number of voting members ..... 12

Number of non-voting members..... 3

Total number of members on MPO Board..... 15

### VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure?.....No

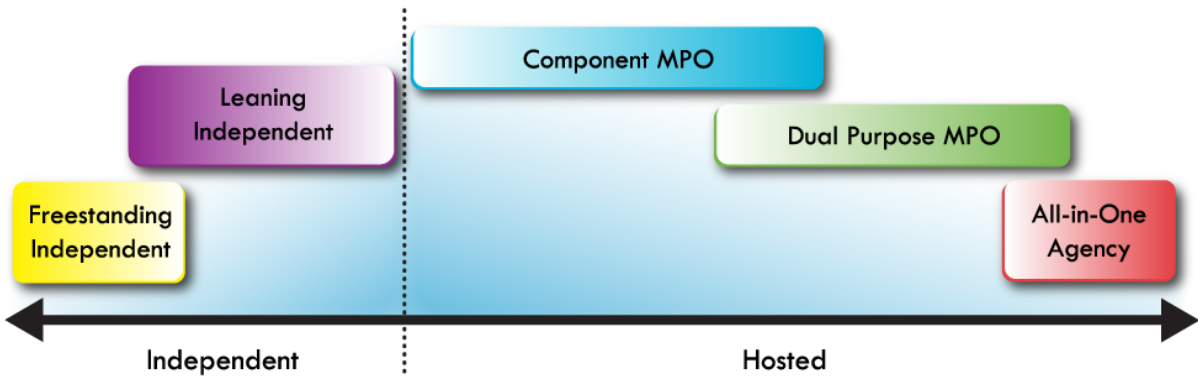
Number of members required to form quorum ..... 7

Supporting MPO Committees: Technical Advisory Committee (TAC), Citizens Advisory Committee (CAC), Local Coordinating Board for the Transportation Disadvantaged (LCB), Treasure Coast Transportation Council (TCTC), Regional Advisory Committee (RAC), Bicycle and Pedestrian Advisory Committee (BPAC), and Treasure Coast Scenic Highway Committee (TCSHC)

## STAFFING ARRANGEMENTS

Is the MPO hosted by another agency or independent? ..... Independent

Where does the MPO fall along the continuum below? .....Leaning Independent MPO



### LEGEND

- All-in-One Agency-** The agency does not differentiate between MPO functions, non-MPO transportation functions, and all other functions of the broader agency.
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- Freestanding Independent MPO-** The MPO must meet all of its own operating needs.

## HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director? ..... MPO Governing Board

Who hires/supervises the MPO staff?..... MPO Executive Director

## STAFF SIZE AND EXPERTISE

MPO professional staff size.....	5
MPO financial staff size .....	1
MPO administrative staff size.....	0
Total MPO staff size.....	6



# VOLUSIA TPO

## FACT SHEET

### MPO CONTACT INFORMATION

---

MPO Director: Karl Welzenbach

Director E-mail: [kwelzenbach@volusiatpo.org](mailto:kwelzenbach@volusiatpo.org)

Physical Address:

2570 W. International Speedway Blvd., Suite 100  
Daytona Beach, FL 32114

Phone: (386) 226-0422

Fax: (386) 226-0428

Website: [www.volusiatpo.org](http://www.volusiatpo.org)

### DEMOGRAPHIC INFORMATION

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Number of states within MPO boundaries .....	1
Number of counties within MPO boundaries (all or part).....	2
<b>Volusia; Flagler (Part)</b>	
Number of municipalities within MPO boundaries.....	18
Number of urbanized areas within MPO boundaries (all or part).....	2
<b>Daytona Beach – Port Orange, FL (Part); Deltona, FL</b>	
Population served by the MPO.....	448,768

## MPO GOVERNING BOARD

Agency/Locality Represented	Number of Members	Voting?	Rotating?
<b>Volusia County</b>	6	Y	N
<b>City of Daytona Beach</b>	1	Y	N
<b>City of DeBary</b>	1	Y	N
<b>City of DeLand</b>	1	Y	N
<b>City of Deltona</b>	1	Y	N
<b>City of Edgewater</b>	1	Y	N
<b>City of Holly Hill</b>	1	Y	N
<b>City of New Smyrna Beach</b>	1	Y	N
<b>City of Ormond Beach</b>	1	Y	N
<b>City of Port Orange</b>	1	Y	N
<b>City of South Daytona</b>	1	Y	N
<b>Small City Group 1</b>	1	Y	Y
City of Lake Helen			
City of Pierson			
City of Orange City			
<b>Small City Group 2</b>	1	Y	Y
City of Daytona Beach Shores			
City of Oak Hill			
City of Ponce Inlet			
<b>Small City Group 3</b>	1	Y	Y
City of Beverly Beach			
City of Flagler Beach			
<b>Volusia County School Board</b>	1	N	N
<b>Committee Chairs</b>	3	N	N
<b>FDOT D5</b>	1	N	N

Number of voting members ..... 19

Number of non-voting members..... 5

Total number of members on MPO Board..... 24

### VOTING AND QUORUM STRUCTURE

Does the MPO Board have a weighted voting structure?..... Yes

One-third of the total vote is divided equally among the six Volusia County representatives. The remaining two-thirds vote is distributed (based on population) among the municipalities.

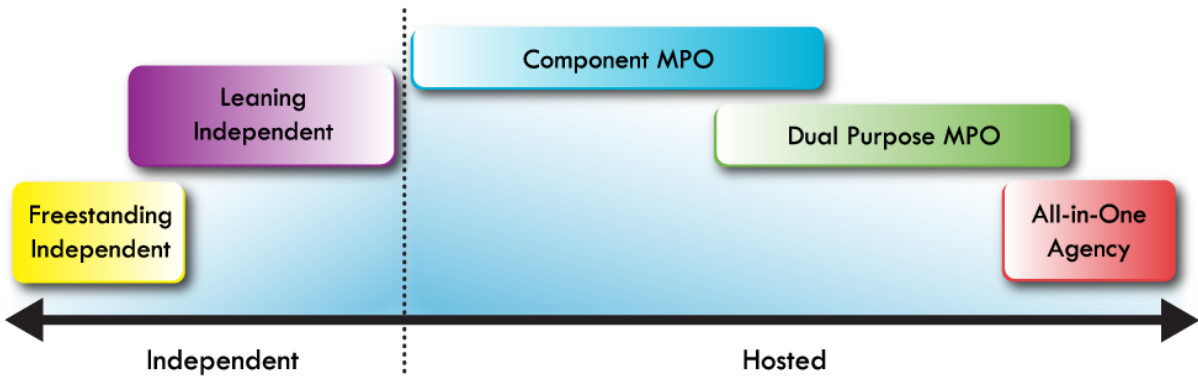
Number of members required to form quorum ..... 10

Supporting MPO Committees: Technical Coordinating Committee (TCC), Citizen’s Advisory Committee (CAC), Bicycle/Pedestrian Advisory Committee (BPAC), and Transportation Disadvantaged Local Coordinating Board (TDLCB)

## STAFFING ARRANGEMENTS

Is the MPO hosted by another agency or independent? ..... Independent

Where does the MPO fall along the continuum below? ..... Freestanding Independent MPO



### LEGEND

- All-in-One Agency-** The agency does not differentiate between MPO functions, non-MPO transportation functions, and all other functions of the broader agency.
- Dual Purpose MPO-** The host leverages MPO planning funds to maintain transportation planning staff that performs both MPO planning and host agency transportation planning functions.
- Component MPO-** MPO functions are separated from most functions of the host, but remains a division of the umbrella agency.
- Leaning Independent MPO-** The MPO receives some services from one of its member agencies under a severable contract.
- Freestanding Independent MPO-** The MPO must meet all of its own operating needs.

## HIRING POLICIES AND METHODS

Who hires/supervises the MPO Executive Director? ..... MPO Governing Board

Who hires/supervises the MPO staff?..... MPO Executive Director

## STAFF SIZE AND EXPERTISE

MPO professional staff size.....	6
MPO financial staff size .....	1
MPO administrative staff size.....	2
<b>Total MPO staff size.....</b>	<b>9</b>



Florida Metropolitan Planning Organization Advisory Council  
605 Suwannee Street, MS 28B  
Tallahassee, FL 32399-0450  
850/414-4037  
[www.mpoac.org](http://www.mpoac.org)

Center for Urban Transportation Research  
University of South Florida  
4202 E. Fowler Avenue, CUT100  
Tampa, FL 33620-5375  
813/974-3120  
[www.cutr.usf.edu](http://www.cutr.usf.edu)



## 2.5 Membership Apportionment Plan

Federal law and regulation allows the State and units of local government to largely determine the composition of the MPO. [\[23 U.S.C. 134\(d\), 23 C.F.R. 450.310\]](#) Florida Statute refers to this process as “apportionment.” [\[s.339.175\(4\), F.S.\]](#) The Governor apportions the membership of the MPO with the agreement of the affected local governments. [\[s.339.175\(4\)\(a\), F.S.\]](#) Each MPO must review the composition of its membership in conjunction with each decennial census. Each existing and emerging MPO must submit a Membership Apportionment Plan that meets the requirements of [s.339.175\(3\), F.S.](#), [s.339.175\(4\), F.S.](#), and [23 C.F.R. 450.310](#).

### 2.5.1 Voting Membership

The MPO voting membership, as reflected in the Membership Apportionment Plan, must consist of at least 5, but no more than 25 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governor, based on an agreement among the affected units of general purpose local government, as required by Federal rules and regulations. [\[s.339.175\(3\)\(a\), F.S.\]](#) In determining the composition of the MPO Board:

- With the exception of instances in which all of the county commissioners in a single-county MPO are members of the MPO Governing Board, county commissioners shall compose at least one-third of the MPO Governing Board membership. A multicounty MPO may satisfy this requirement by any combination of county commissioners from each of the counties constituting the MPO. In cases where the MPO has more than 15 voting members with a 5-member county commission, or the MPO comprises 19 members with a 6-member county commission, the county commissioners can comprise less than one-third of the voting members. In the two situations outlined above, all county commissioners must be members of the Board.

All voting members shall be elected officials of general purpose local governments, except that an MPO may include as part of its apportioned voting members a member of a statutorily authorized planning board, an official of an agency that operates or administers a major mode of transportation, and/or an official of the Spaceport Florida Authority. As used in [s.339.175\(3\)\(a\), F.S.](#), the term “elected official” excludes constitutional officers, such as sheriffs, tax collectors, supervisors of elections, property appraisers, clerks of the court, and similar types of officials.

County commissioners shall compose not less than 20 percent of the voting membership of the MPO Board if an official of an agency that operates or administers a major mode of transportation has been appointed to the MPO. [\[s.339.175\(3\)\(a\), F.S.\]](#)

Any authority or agency created by law to perform transportation functions that is not under the jurisdiction of a local government represented on the MPO may be provided voting membership on the MPO. [\[s.339.175\(3\)\(b\), F.S.\]](#)

The Governor also may provide that MPO members who represent municipalities on an MPO Board may alternate with representatives from other municipalities within the MPA that do not have members on the MPO. [\[s.339.175\(3\)\(a\), F.S.\]](#)

Any county chartered under [Subsection 6\(e\), Article VIII](#) of the Constitution of the State of Florida may elect to have its county commission serve as the MPO Board if the MPO jurisdiction is wholly contained within the county. In addition to the entire county commission, the MPO established under this provision must include four additional voting members to the MPO: one of whom must be an elected official representing a municipality within the county, one of whom must be an expressway authority member,

one of whom must be a nonelected individual residing in the unincorporated portion of the county, and one of whom must be a school board member. [\[s.339.175\(3\)\(d\), F.S.\]](#)

In addition, the voting membership of any MPO, whose geographical boundaries include any “county,” as defined in [s.125.011\(1\), F.S.](#), (i.e., a Charter County), must include an additional voting member appointed by that city’s governing body for each city with a population of 50,000 or more residents. [\[s.339.176, F.S.\]](#)

A Transportation Management Area (TMA) is a UZA with a population over 200,000, as defined by the Census Bureau and designated by the U.S. Department of Transportation (U.S. DOT). Note that in some cases, a UZA with less than 200,000 residents has been designated as a TMA, upon special request from the Governor and the MPO designated for the area. Federal law requires the voting membership of an MPO Board in a TMA must include:

- Local elected officials;

Officials of public agencies that administer or operate major transportation systems in the metropolitan area (such as rail, airports, ports, and transit); and

Appropriate State officials. [\[23 C.F.R. 450.310\(d\)\(1\)\]](#).

Florida law states these transportation agencies may be given voting membership on the MPO, regardless of TMA status, if such agencies are performing functions that are not under the jurisdiction of a general purpose government represented on the MPO. If such operators of major modes of transportation are represented by elected officials from general purpose governments that are on the MPO, the MPO shall establish the process by which the interests of these operators are expressed. [\[s.339.175\(3\)\(b\), F.S.\]](#)

## **2.5.2 Nonvoting Advisors**

Florida Statutes require FDOT to serve as a nonvoting advisor to the MPO Governing Board. FDOT will be represented by the District Secretary or designee. Additional nonvoting advisors may be appointed by the MPO as deemed necessary; however, to the maximum extent feasible, each MPO shall seek to appoint nonvoting representatives of various multimodal forms of transportation not otherwise represented by voting members of the MPO. Representatives of major military installations, upon their request, shall be appointed as nonvoting advisors of the MPO. [\[s.339.175 \(4\)\(a\), F.S.\]](#) All nonvoting

advisors may attend and fully participate in board meetings, but may not vote or be members of the Board.

Urbanized areas that include Tribal reservation lands should include the appropriate Native American Tribal Council's government in the metropolitan transportation planning process.

### **2.5.3 Alternate Members**

At the request of the majority of the affected units of general-purpose local government comprising an MPO, they and the Governor shall cooperatively agree upon and prescribe who may serve as an alternate member and agree on a method for appointing alternate members. This method must be included as part of the MPO's interlocal agreement or bylaws. The alternate member may vote at any MPO Board meeting in place of the regular member if the regular member is not in attendance. [\[s.339.175\(4\)\(a\), F.S.\]](#)

### **2.5.4 Board Member Terms**

The MPO Board members shall serve four-year terms. The membership of any public official automatically terminates upon the member leaving his or her elected or appointed office for any reason, or may be terminated by a majority vote of the entity's governing board represented by the member. A vacancy shall be filled by the original appointing entity. A member may be reappointed for one or more additional four-year terms. The MPO Board members who represent municipalities on the basis of alternating with representatives from other municipalities that do not have members on the MPO may serve terms up to four years, as provided in the MPO interlocal agreement.

[\[s.339.175\(4\)\(b\), F.S.\]](#)

### **2.5.5 Membership Apportionment Plan Content**

The MPO Membership Apportionment Plan shall include the following:

- The proposed MPO membership with an explanation of the methodology used to determine the proposed apportionment;
- A map of the MPA boundary identifying all eligible entities for MPO membership; and

- Resolutions of support from local governments, transportation authorities, and any other eligible entity proposed for membership.

Under State law, a chartered county with a population over one million may elect to reapportion the membership of the MPO whose jurisdiction is wholly within the county.

[\[s.339.175\(3\)\(c\), F.S.\]](#) The charter county may exercise this option if:

- The MPO approves the Reapportionment Plan by a three-fourths vote of its membership;
- The MPO and charter county determine the Reapportionment Plan is needed to fulfill specific goals and policies applicable to that MPA; and
- The charter county determines the reapportionment plan otherwise complies with all Federal requirements pertaining to MPO membership.

Any chartered county that elects to exercise this option must notify the Governor in writing. [\[s.339.175\(3\)\(c\), F.S.\]](#) This may be addressed in a cover letter accompanying the MPO Membership Apportionment Plan.

## **2.5.6 Membership Apportionment Plan Review**

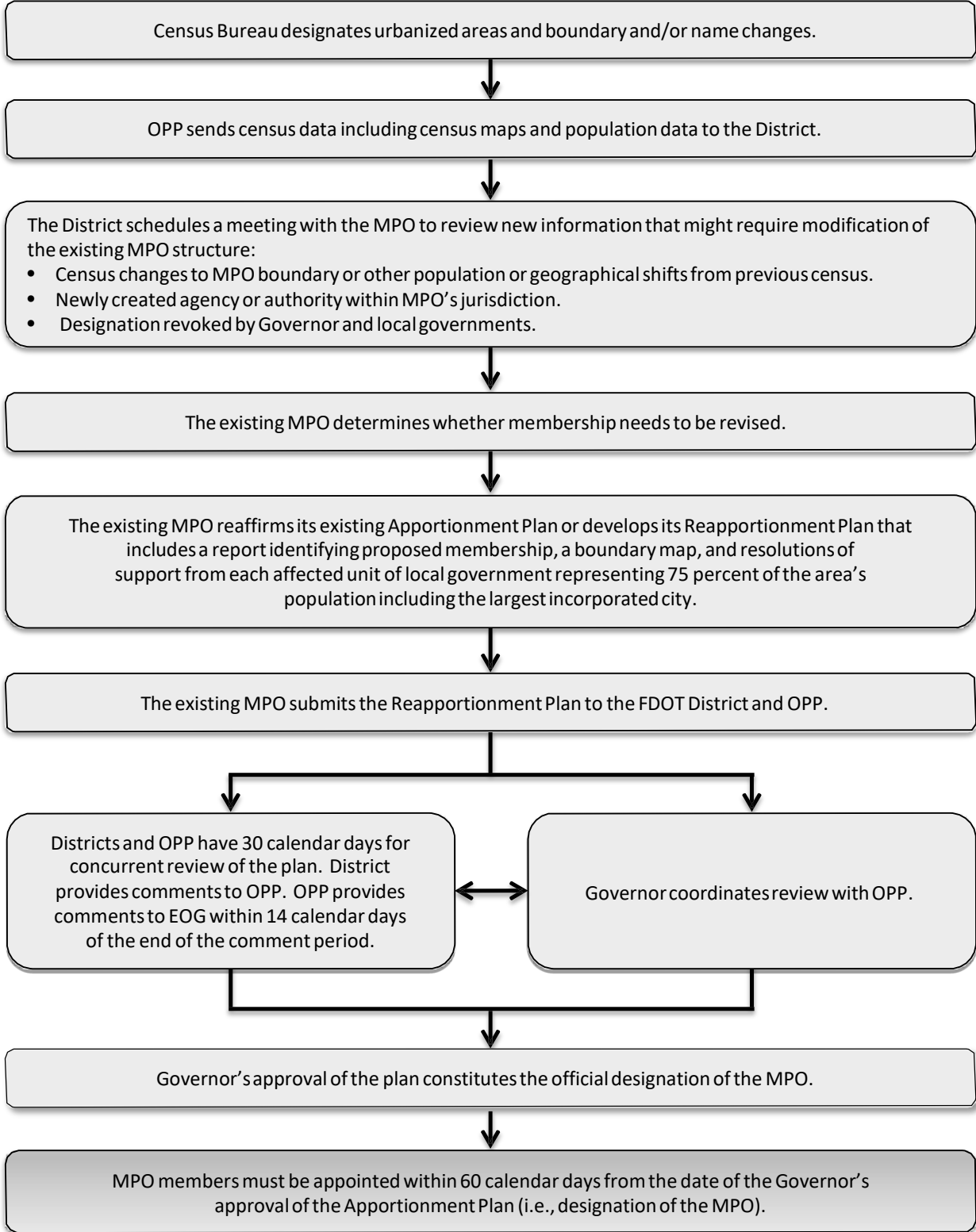
The MPO submits the Membership Apportionment Plan to OPP's MPO Statewide Coordinator. The MPO shall at the same time provide copies of the Plan to the District Planning Manager or designee. The District planning staff and OPP will have 30 calendar days from the date of receipt to concurrently review the MPO Membership Apportionment Plan for consistency with Federal and State requirements. At the end of the 30-day review period, the District will provide comments to OPP. Within 14 calendar days after the end of the 30-day review period, FDOT will provide a recommendation to the Policy Coordinator in the Transportation and Economic Development unit of the Executive Office of the Governor. The recommendation will be for the Governor to either approve or disapprove the proposed Membership Apportionment Plan. The Governor's approval of the Apportionment Plan constitutes official designation of the MPO, as required by [23 U.S.C. 134\(d\)\(5\)](#), [s.339.175\(3\), F.S.](#), and [s.339.175\(4\), F.S.](#)

## 2.5.7 Governor's Action on Membership Apportionment Plan

The MPO should appoint representatives to serve on the Board within 60 days after the Governor has approved the proposed Membership Apportionment Plan. If a governmental entity fails to fill an assigned appointment to an MPO within 60 days after notification by the Governor of its duty to appoint, that appointment shall be made by the Governor from the eligible representatives of that governmental entity. [\[s.339.175\(4\)\(c\), F.S.\]](#) If the Governor should disapprove the proposed Membership Apportionment Plan, the District shall assist in addressing any issues identified by the Governor.

**Figure 2.2** shows the process for developing the MPO Membership Apportionment Plan.

Figure 2.2 Developing the MPO Membership Apportionment Plan





## 2.6 Redesignation and Reapportionment

An existing MPO may be redesignated only by agreement between the Governor and units of local government that together represent at least 75 percent of the existing MPA population, including the largest incorporated city. [\[23 C.F.R. 450.310\(h\)\]](#)

Redesignation of an existing MPO is required whenever the MPO proposes to make 1) a substantial change in the proportion of its voting members, or 2) a substantial change in the decision-making authority or responsibility of the MPO or in decision-making procedures established in the MPO's bylaws. [\[23 C.F.R. 450.310\(j\)\]](#)

According to [23 C.F.R. 450.310\(l\)](#), the following changes to an MPO do not require a redesignation as long as the changes are not substantial, as defined in the above paragraph:

- Identification of a new UZA (as determined by the Census Bureau) within an existing MPA;
- Adding members to the MPO that represent new units of general purpose local government resulting from expansion of the MPA;
- Adding members to satisfy the specific membership requirements for an MPO that serves a TMA; and/or
- Periodic rotation of members representing units of general purpose local government, as established under MPO bylaws.

An MPO seeking redesignation must submit a Reapportionment Plan that meets the same requirements and must go through the same review and approval process as outlined in **Section 2.5**. The District shall assist the MPO and provide the MPO with guidance as the proposed MPO Reapportionment Plan must include the following:

- A report that identifies the current MPO membership.
- A report that identifies the proposed MPO membership and the methodology used to determine the proposed changes.
- A map of the MPA; this is the official area from which membership is to be drawn, taking into account geographic and population equity.

- Resolutions of support from each of the affected units of local government representing at least 75 percent of the population within the MPA. The largest incorporated city must be among the units of local government agreeing to the redesignation.

As appropriate, the MPO should appoint or remove representatives to serve on the Board within 60 days after completion of an amended interlocal agreement. The interlocal agreement should be updated to incorporate the changes made in the approved Membership Apportionment Plan. The MPO shall notify the District when membership changes are made. If the Governor disapproves the proposed Redesignation Plan, the District shall assist the MPO with addressing the issues identified by the Governor.

# Resolution

No. 2004-42

## A RESOLUTION OF THE CITY OF OCALA, FLORIDA SUPPORTING THE MEMBERSHIP COMPOSITION AND APPORTIONMENT OF VOTING AND NON-VOTING MEMBERS FOR THE OCALA/MARION COUNTY METROPOLITAN PLANNING ORGANIZATION.

WHEREAS, the Ocala/Marion County Metropolitan Planning Organization is designated by the Governor of the State of Florida as the body responsible for the urban transportation planning process for the Ocala/Marion County urbanized area; and,

WHEREAS, the City of Ocala, Florida, is part of the voting membership of the Ocala/Marion County Metropolitan Planning Organization; and,

WHEREAS, the authority to designate a Metropolitan Planning Organization for each urbanized area with a population of more than 50,000 individuals is derived from Section 134, Title 23 of the United States Code; and,

WHEREAS, Section 134, also requires that the designation of each MPO is accomplished between the Governor of each state and the affected local governments of the designated urbanized area; and,

WHEREAS, Florida Statutes further defines the process in Section 339.175. This Section describes that it is necessary for the Governor to review the membership composition and apportionment plan of each MPO in conjunction with the decennial census; and,

WHEREAS, on September 4, 2003, the Chairman of the Ocala/Marion County Metropolitan Planning Organization received a letter from Secretary José Abreu of the State of Florida Department of Transportation requesting that the Ocala/Marion County Metropolitan Planning Organization submit a new membership apportionment plan to be reviewed by the Governor; and,

WHEREAS, the Ocala/Marion County Metropolitan Planning Organization has complied with this request and has completed an apportionment plan of voting members in accordance with Section 134, Title 23 of the United States Code, Section 339.175(2)(3), Florida Statutes, and the Metropolitan Planning Organization Program Handbook; and,

WHEREAS, the voting and non-voting membership as adopted in the apportionment plan by the Ocala/Marion County Metropolitan Planning Organization on November 25, 2003 is as described below:

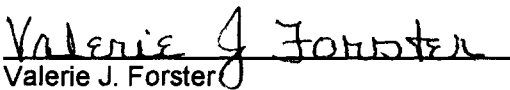
One (1) Voting member from the City of Belleview,  
One (1) Voting member from the City of Dunnellon,  
Five (5) Voting members from the City of Ocala,  
Five (5) Voting members from the Marion County Board of County Commissioners,  
One (1) Non-voting member from the State of Florida Department of Transportation,  
described as the District Secretary.

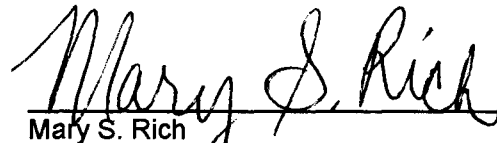
NOW THEREFORE BE IT RESOLVED BY THE CITY OF OCALA, FLORIDA, supporting the membership composition and apportionment of voting and non-voting members as adopted by the Ocala/Marion County Metropolitan Planning Organization.

This Resolution adopted this 13<sup>th</sup> day of January, 2004.

Attest:


CITY OF OCALA, FLORIDA


  
Valerie J. Forster  
City Clerk

  
Mary S. Rich  
City Council President

Reviewed for accounting  
accuracy and completeness:

Approved as to form and legality:

  
Donald A. Corley  
Director of Finance and Admin. Services

  
Patrick G. Gilligan  
City Attorney

## RESOLUTION 03-15

### A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BELLEVUE, FLORIDA SUPPORTING THE MEMBERSHIP COMPOSITION AND APPORTIONMENT OF VOTING AND NON-VOTING MEMBERS FOR THE OCALA/MARION COUNTY METROPOLITAN PLANNING ORGANIZATION.

**WHEREAS**, the Ocala/Marion County Metropolitan Planning Organization is designated by the Governor of the State of Florida as the body responsible for the urban transportation planning process for the Ocala/Marion County urbanized area; and,

**WHEREAS**, the City of Belleview, Florida, is part of the voting membership of the Ocala/Marion County Metropolitan Planning Organization; and,

**WHEREAS**, the authority to designate a Metropolitan Planning Organization for each urbanized area with a population of more than 50,000 individuals is derived from Section 134, Title 23 of the United States Code; and,

**WHEREAS**, Section 134, also requires that the designation of each MPO is accomplished between the Governor of each state and the affected local governments of the designated urbanized area; and,

**WHEREAS**, Florida Statutes further defines the process in Section 339.175. This Section describes that it is necessary for the Governor to review the membership composition and apportionment plan of each MPO in conjunction with the decennial census; and,

**WHEREAS**, on September 4, 2003, the Chairman of the Ocala/Marion County Metropolitan Planning Organization received a letter from Secretary José Abreu of the State of Florida Department of Transportation requesting that the Ocala/Marion County Metropolitan Planning Organization submit a new membership apportionment plan to be reviewed by the Governor; and,

**WHEREAS**, the Ocala/Marion County Metropolitan Planning Organization has complied with this request and has completed an apportionment plan of voting members in accordance with Section 134, Title 23 of the United States Code, Section 339.175(2)(3), Florida Statutes, and the Metropolitan Planning Organization Program Handbook; and,

**WHEREAS**, the voting and non-voting membership as adopted in the apportionment plan by the Ocala/Marion County Metropolitan Planning Organization on November 25, 2003 is as described below:

One (1) Voting member from the City of Belleview,  
One (1) Voting member from the City of Dunnellon,  
Five (5) Voting members from the City of Ocala,  
Five (5) Voting members from the Marion County Board of County Commissioners,  
One (1) Non-voting member from the State of Florida Department of Transportation,  
described as the District Secretary.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY BELLEVIEW, FLORIDA**, to support the membership composition and apportionment of voting and non-voting members as adopted by the Ocala/Marion County Metropolitan Planning Organization.

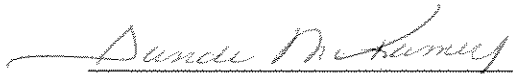
**EFFECTIVE DATE.** This Resolution shall take effect immediately.

**PASSED AND RESOLVED** by a   3   to a   0   vote of the City Commission of the City of Belleview, Florida on December 16, 2003.



\_\_\_\_\_  
STEVE BAIRSTOW  
Mayor/Commissioner

ATTEST:

  
\_\_\_\_\_  
SANDI McKAMEY, CMC, CPM  
City Clerk/Administrator



APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
Frederick E. Landt, III

**RESOLUTION NO. 04-01**

**A RESOLUTION OF THE CITY OF DUNNELLON, FLORIDA SUPPORTING THE MEMBERSHIP COMPOSITION AND APPORTIONMENT OF VOTING AND NON-VOTING MEMBERS FOR THE OCALA/MARION COUNTY METROPOLITAN PLANNING ORGANIZATION.**

**WHEREAS**, the Ocala/Marion County Metropolitan Planning Organization is designated by the Governor of the State of Florida as the body responsible for the urban transportation planning process for the Ocala /Marion County urbanized area; and

**WHEREAS**, the City of Dunnellon, Florida, is part of the voting membership of the Ocala/Marion County Metropolitan Planning Organization; and

**WHEREAS**, the authority to designate a Metropolitan Planning Organization for each urbanized area with a population of more than 50,000 individuals is derived from Section 134, Title 23 of the United States Code; and

**WHEREAS**, Section 134 also requires that the designation of each MPO is accomplished between the Governor of each state and the affected local governments of the designated urbanized area; and

**WHEREAS**, Florida Statute further defines the process in Section 339.175. This Section describes that it is necessary for the Governor to review the membership composition and apportionment plan of each MPO in conjunction with the decennial census; and

**WHEREAS**, on September 4, 2003, the Chairman of the Ocala/Marion County Metropolitan Planning Organization received a letter from Secretary Jose Abreu of the State of Florida Department of Transportation requesting that the Ocala/Marion County Metropolitan Planning Organization submit a new membership apportionment plan to be reviewed by the Governor; and

**WHEREAS**, the Ocala/Marion County Metropolitan Planning Organization has complied with this request and has completed an apportionment plan of voting members in accordance with Section 134, Title 23 of the United States Code, Section 339.175(2)(3), Florida Statutes, and the Metropolitan Planning Organization program Handbook; and

**WHEREAS**, the voting and non-voting membership as adopted in the apportionment plan by the Ocala/Marion County Metropolitan Planning Organization on November 25, 2003 is as described below:

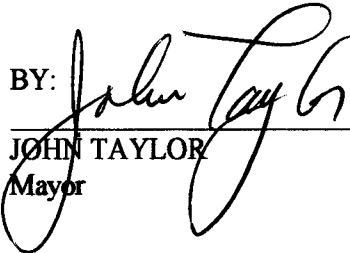
- One (1) Voting member from the City of Belleview,
- One (1) Voting member from the City of Dunnellon,
- Five (5) Voting members from the City of Ocala,
- Five (5) Voting members from the Marion County Board of County Commissioners,
- One (1) Non-voting member from the State of Florida Department of Transportation, described as the District Secretary.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY OF DUNNELLON, FLORIDA**, supporting the membership composition and apportionment of voting and non-voting members as adopted by the Ocala/Marion County Metropolitan Planning Organization.

ATTEST:

  
\_\_\_\_\_  
DAWN M. BOWNE, CMC  
City Clerk

BY:

  
\_\_\_\_\_  
JOHN TAYLOR  
Mayor

APPROVED AS TO FORM AND CORRECTNESS:

  
\_\_\_\_\_  
Larry Haag, Haag Friedrich & Blume  
City Attorney



RESOLUTION 04 R- 25

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
OF MARION COUNTY, FLORIDA, SUPPORTING THE  
MEMBERSHIP COMPOSITION AND APPORTIONMENT OF  
VOTING AND NON-VOTING MEMBERS FOR THE  
OCALA/MARION COUNTY METROPOLITAN PLANNING  
ORGANIZATION.**

WHEREAS, the Ocala/Marion County Metropolitan Planning Organization is designated by the Governor of the State of Florida as the body responsible for the urban transportation planning process for the Ocala/Marion County urbanized area; and,

WHEREAS, the Marion County Board of County Commissioners is part of the voting membership of the Ocala/Marion County Metropolitan Planning Organization; and,

WHEREAS, the authority to designate a Metropolitan Planning Organization for each urbanized area with a population of more than 50,000 individuals is derived from Section 134, Title 23 of the United States Code; and,

WHEREAS, Section 134, also requires that the designation of each MPO is accomplished between the Governor of each state and the affected local governments of the designated urbanized area; and,

WHEREAS, Florida Statutes further defines the process in Section 339.175. This Section describes that it is necessary for the Governor to review the membership composition and apportionment plan of each MPO in conjunction with the decennial census; and,

WHEREAS, on September 4, 2003, the Chairman of the Ocala/Marion County Metropolitan Planning Organization received a letter from Secretary José Abreu of the State of Florida Department of Transportation requesting that the Ocala/Marion County Metropolitan Planning Organization submit a new membership apportionment plan to be reviewed by the Governor; and,

WHEREAS, the Ocala/Marion County Metropolitan Planning Organization has complied with this request and has completed an apportionment plan of voting members in accordance with Section 134, Title 23 of the United States Code, Section 339.175(2)(3), Florida Statutes, and the Metropolitan Planning Organization Program Handbook; and,

WHEREAS, the voting and non-voting membership as adopted in the apportionment plan by the Ocala/Marion County Metropolitan Planning Organization on November 25, 2003 is as described below:

- One (1) Voting member from the City of Belleview,
- One (1) Voting member from the City of Dunnellon,
- Five (5) Voting members from the City of Ocala,
- Five (5) Voting members from the Marion County Board of County Commissioners,
- One (1) Non-voting member from the State of Florida Department of Transportation, described as the District Secretary.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, supporting the membership composition and apportionment of voting and non-voting members as adopted by the Ocala/Marion County Metropolitan Planning Organization.

DULY RESOLVED this 20th day of January, 2004.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARION COUNTY, FLORIDA

By:   
David R. Ellspermann, Clerk

By:   
Andy Kesselring, Chairman



## **2019 LEGISLATIVE PRIORITIES**

### **SUPPORT INCREASED FUNDING FOR THE TRANSPORTATION REGIONAL INCENTIVE PROGRAM**

*The Transportation Regional Incentive Program (TRIP) was established to encourage a regional approach to transportation system improvements. This program proved highly successful in the Central Florida area. Funding for the program has declined steadily since 2008 due to the economic downturn and a shift of \$100 million in 2014 by the Florida Rail Enterprise. Restoring the program to its pre-recession levels enable local governments to accelerate a number of transportation projects.*

### **SUPPORT EXPANDED AVAILABILITY OF THE CHARTER COUNTY AND REGIONAL TRANSPORTATION SYSTEM SURTAX**

*Section 212.055(1) F.S. authorizes charter counties to levy (by countywide referendum) up to 1¢ for various transportation uses including highway construction and maintenance as well as activities to support a transit system. Expanding eligibility for this surtax to counties that are members of a metropolitan/transportation planning organization would provide another resource for local governments in those counties to address transportation issues as well as provide a source of matching funds for programs such as the Transportation Regional Incentive Program (TRIP).*

### **SUPPORT INDEXING OF LOCAL OPTION GAS TAXES**

*Current market conditions, including more fuel efficient vehicles, are greatly undermining the purchasing power of local option gas taxes. In 1997, the Legislature allowed state gas taxes to be indexed to the Consumer Price Index (CPI) each year. Providing local governments the same opportunity to index local option gas taxes would enable local governments to better address both capacity and maintenance issues. Since 1990, the purchasing power of local option taxes has decreased by approximately 40%.*

## **SUPPORT REDUCTION OF DISTRACTED DRIVING BY DESIGNATING TEXTING WHILE DRIVING A PRIMARY OFFENSE**

*Traffic crashes caused by drivers using wireless communication devices continues to be a concern. In 2013, the legislation was enacted that prohibited use of such devices while driving as a secondary offense, meaning a driver has to have committed a more serious violation (i.e. speeding, careless driving) to be issued a citation for texting while driving. Designating distracted driving as a primary offense would further deter this dangerous activity.*

## **ALLOWS STRATEGIC INTERMODAL SYSTEM (SIS) FUNDS TO BE USED ON ROADS AND OTHER TRANSPORTATION FACILITIES NOT DESIGNATED ON THE SIS IF THE IMPROVMENT WILL ENHANCE MOBILITY OR SUPPORT FREIGHT TRANSPORTATION ON THE SIS.**

*Current state law does not permit SIS funds to be spent on roads or other transportation facilities that are not part of the SIS, even if proposed improvements would directly benefit users of SIS facilities by enhancing mobility options or supporting freight movement in a SIS corridor. This legislative proposal would broaden the State's ability to improve passenger and freight mobility on SIS corridors by making eligible the expenditure of SIS funds on Non-SIS roads and other transportation facilities where the benefit to users of SIS facilities can be demonstrated.*

## **ESTABLISHES FLEXIBLE AND PREDICTABLE FUNDING FOR TRANSIT PROJECTS (CAPITAL AND OPERATING) IDENTIFIED THROUGH THE METROPOLITAN TRANSPORTATION PLANNING PROCESS BY REMOVING VARIOUS FUNDING LIMITATIONS FOR THE STATE TRANSPORTATION TRUST FUND (STTF)**

*Current state law limits the amount of funding that can be made available from the STTF for transit projects for both capital and operating expenses. These limitations, which are not in place for roadway funding, makes transit funding from the STTF less predictable for the purposes of planning and project implementation and artificially limits the ability of MPOs to implement priority transit projects. This proposal recognizes the critical role transit plays in moving people and goods within and between Florida's metropolitan areas by removing the distinction between transit and highway projects for the purpose of spending funds from the STTF.*

## **RECOGNIZES THAT FEDERAL METROPOLITAN TRANSPORTATION PLANNING FUNDS SHALL NOT BE REGARDED AS STATE FUNDS FOR PURPOSES OF EXPENDITURE.**

*The United States Department of Transportation (USDOT) provides funding to metropolitan planning organizations (MPOs) to carry out their federally required duties. Those federal funds are given to states who in turn distribute them to MPOs based upon a formula agreed upon by the Florida Department of Transportation (FDOT) and the Florida MPOs and then approved by the Federal Highway Administration (FHWA). The Florida Department of Financial Services (DFS) has determined that the expenditure of federal funds by MPOs shall be subject to all state requirements, laws and regulations even where such laws conflict with federal laws, regulations and requirements. This limits the ability of the Florida MPOs to use federal funds for their intended purpose and impinges on their ability to carry out their responsibilities as outlined in federal rule. This proposal would clarify that federal monies passed through the State of Florida to MPOs and the Florida MPO Advisory Council (MPOAC) shall not be regarded as state funds for purposes of expenditure.*

**SUPPORTS THE ADVANCEMENT OF INNOVATIVE TRANSPORTATION MOBILITY SOLUTIONS AND POLICIES THAT MAKE FLORIDA THE NATIONAL LEADER IN CREATIVE APPROACHES TO ADDRESSING TRANSPORTATION NEEDS, WHILE SIMULTANEOUSLY PROTECTING CITIZENS FROM MALICIOUS TAMPERING WITH SUCH TECHNOLOGIES BY MAKING TAMPERING A PUNISHABLE OFFENSE.**

*Transportation technologies have undergone a revolutionary leap forward over the past several years. A variety of transportation technologies are under development including autonomous vehicles and the hyperloop. It is the responsibility of the Florida legislature to ensure that the states laws and funding mechanisms support the development and implementation of these technological advances in the way people and freight will move in in and between our metropolitan areas. At the same time, it is incumbent upon the Florida legislature to ensure that the health and welfare of Florida's citizens and visitors are protected from possible harm presented by these new technologies, including the malicious and intentional interference of the proper functioning of transportation vehicles and systems. This proposal supports legislative efforts to implement innovative mobility solutions and polices while protecting the health and welfare of Florida's citizens and visitors.*



**January 18, 2019**

**TO: TPO Board Members**

**FROM: Michael Daniels, Director**

**SUBJECT: 2019 TPO Meeting Schedule**

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I have attached a copy of the proposed meeting schedule for 2019 for review, discussion and approval.

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

# 2019 TPO MEETING CALENDAR

January						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July- No Meeting						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December- No Meeting						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Holiday  
 TPO Board Meeting

- Holidays:**
- Jan 1 - New Year's Day
  - Jan 21 - Martin Luther King
  - May 27 - Memorial Day
  - Jul 4 - Independence Day
  - Sep 2 - Labor Day
  - Nov 11 - Veteran's Day
  - Nov 28 - Thanksgiving Day
  - Nov 29 - Day after Thanksgiving
  - Dec 24 - Christmas Eve
  - Dec 25 - Christmas Day



## TRANSPORTATION PLANNING ORGANIZATION

Marion County Commission Auditorium  
601 SE 25<sup>th</sup> Avenue, Ocala, FL 34471

**October 23, 2018**

### MINUTES

#### **Members Present:**

Commissioner Jeff Gold  
Councilwoman Valerie Hanchar  
Councilman Justin Grabelle  
Commissioner Ron Livsey  
Commissioner David Moore  
Councilwoman Mary Rich  
Commissioner Michelle Stone  
Commissioner Carl Zalak

#### **Members Not Present:**

Commissioner Kathy Bryant  
Mayor Kent Guinn  
Councilman Brent Malever  
Councilman Jay Musleh

#### **Others Present:**

Tom Wilder, Marion Transit  
Oliver Cromwell, SunTran  
Nick Mora, Kimley-Horn  
Vincent Spahr, Kimley-Horn  
Oscar Tovar, City of Ocala  
Noel Cooper, City of Ocala  
Sean Lanier, City of Ocala  
Darren Park, City of Ocala  
Michelle Shearer  
Tracey Straub, MCBCC



### **Item 1. Call to Order and Roll Call**

Chairman Moore called the meeting to order at 4:01 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.

### **Item 3. Public Comment**

*There was no Public Comment.*

### **Item 4a. US 441/US 301 From SR 200 to Baseline Road Resurfacing**

Mr. Daniel Simpson, Project Manager with the FDOT introduced Ms. Hailey Thomas with WBQ Design & Engineering, Inc, the consultant agency for the Road Resurfacing project gave the presentation.

Ms. Thomas said the purpose of the project was to mill and resurface U.S. 441 from State Road (S.R.) 35 (Baseline Road) to S.R. 200 (SW 10<sup>th</sup> Street). Additional improvements included modifications to extend left and right turn lanes at various locations, remove some of the existing on street parking, provide bicycle facilities within the right of way where possible, update and provide pedestrian features to meet current FDOT specifications, connect existing sidewalk including a 6-mile portion from SE 100th Place to 2,000 feet north of SE 17th Avenue, and make other drainage and safety improvements, as needed. The improvements also included an almost half-mile portion of U.S. 27/441 (SE Abshier Boulevard) east of County Road 484 (SE Hames Road).

Ms. Thomas said that the project was currently in design phase.

### **Item 4b. Central Florida MPO Alliance Meeting Report**

Commissioner Stone presented a summary of the October 12<sup>th</sup> CFMPOA Alliance Meeting.

- The CFMPOA granted final approval of the Regional Prioritized Project List and Revised Prioritization Process
- The CFMPOA granted final approval to the Regional Transit Study Report

The Central Florida Metropolitan Planning Organization Alliance (CFMPOA) is a coalition of transportation and government organizations committed to addressing transportation challenges in the larger Central Florida area.

The Alliance has a policy board of 18 members, three from each of its six-member organizations. (Lake-Sumter MPO, Polk County TPO, Space Coast TPO, River to Sea TPO, Metroplan MPO and the Ocala/Marion TPO). Representatives from the Florida Department of Transportation participate as well. The group meets three times per year and operates on the basis of consensus.

Commissioner was also elected Secretary at the October 12<sup>th</sup> CFMPOA Alliance Meeting.

### **Item 5a. TIP Amendment I-75 Frame Arterials**

Mr. Odom presented the TIP Amendment I-75 Frame Arterials.

Mr. Odom said to ensure that the Ocala/Marion County TIP reflects the most current project information, it was necessary to periodically amend the document. Amendments to the TIP were typically required:

- To add or delete a project;
- To change the state or federal funding allocation of a project;
- To change the year of anticipated funding of a project phase;
- To change the scope of work of a project;
- To change the source of federal or state funds.

The FDOT was requesting the TIP be amended to reflect the additional funding allocation for the project:

- **440900-2:** Add \$4.44 Million to CST for FRAME-OFF ITS Systems

Mr. Zalak made a motion to approve the TIP Amendment I-75 Frame Arterials. Ms. Stone seconded, there was a roll-call vote and the motion passed unanimously.

### **Item 5b. ‘Roll-Forward’ TIP**

Mr. Odom presented the ‘Roll-Forward’ TIP and said the document had been prepared from the latest draft of the Florida Department of Transportation’s Tentative Work Program.

Mr. Odom talked about some notable changes that included:

- **433651-1:** CR 484 Interchange Improvements – Add \$985K CST
- **435209-1:** NW 49th Street Interchange – Add \$442 PE
- **440900-2:** I-75 ‘FRAME OFF’ System (ITS) – Add \$4.45 Million CST
- **431798-3:** NE 36th Ave. Rail Bridge – Add \$1.15 Million CST
- **433652-1:** SR 40 from SW 27th Ave to SW 40th Ave – Add \$990K ROW

The approval of the projects and their associated table within the DRAFT ‘Roll-Forward’ TIP was requested of the board.

Mr. Zalak made a motion to approve the ‘Roll-Forward’ TIP. Ms. Hanchar seconded, there was a roll-call vote and the motion passed unanimously.

### **Item 5c. Bridge and Pavement Condition and Mobility Performance Measures**

Mr. Daniels presented the Bridge and Pavement Condition and Mobility Performance Measures and said that nationally, state-specific, and locally, transportation plans existed to enhance mobility and safety for all users of the transportation system. A coordinated effort to connect all the safety plans had long been in effect in the transportation realm, but over the last two years, a system of Performance Management had led to a greater push for comprehensive and coordinated transportation and safety planning. Performance Measures for Safety, System Performance, Pavement and Bridge condition have been developed by the FHWA, for which targets were being established cooperatively between the FDOT and MPO’s within the State of Florida (as well as nationally). Through the

coordinated effort, the goals of the Highway Safety Improvement Program (HSIP), Highway Safety Plan (HSP), Strategic Highway Safety Plan (SHSP), and region specific safety and transportation plans could be shown to guide and support one another. In February of 2018, the Ocala / Marion County TPO, the FDOT adopted the five (5) safety performance measures adopted by the Federal Highway Administration (FHWA) for all public roads based on historic trend data to meet federal requirements. The Safety Performance Measures.

Mr. Daniels showed the board a presentation of performance measures for Pavement and Bridge Condition (PM2) and System Performance (PM3).

There was some board discussion about the requirements.

Mr. Zalak made a motion that the TPO Board supported the FDOT recommendations. Ms. Stone seconded, and the motion passed unanimously.

### **Item 5d. Director Performance Improvement Plan**

Mr. Jared Sorenson, City of Ocala Human Resources Director presented the Director Performance Improvement Plan and explained that the TPO Board members sent to him some comments and areas of improvement for the Transportation Director and from that he had compiled all suggestions from the Board members into the Performance Improvement Plan.

Mr. Zalak commented that he sent his comments to Mr. Sorenson a little late however, it would not have changed anything to Mr. Sorenson’s recommendations.

There was some board discussion.

Ms. Stone made a motion to approve the current Performance Improvement Plan as presented with the Chair meeting monthly with Mr. Daniels to review progress and that all board members would produce a 150-day evaluation so that a decision to renew Mr. Daniels contract can be made on the six month. Mr. Grabelle, seconded and the motion passed unanimously.

#### **Item 6. Consent Agenda**

Ms. Stone made a motion to approve the Consent Agenda. Ms. Hanchar, seconded and the motion passed unanimously.

#### **Item 7. Comments by FDOT**

Ms. Vickie Wyche with FDOT gave the board project updates.

#### **Item 8. Comments by TPO Staff**

Mr. Daniels gave the board an update on the Financial Billing of the TPO.

#### **Item 9. Comments by TPO Members**

*There were no comments by TPO Members.*

#### **Item 10. Public Comment**

Michelle Shearer, 2301 SE 85<sup>th</sup> Street, Ocala, FL addressed the board with the following suggestions:

- Resurface SE 25<sup>th</sup> Avenue from SE 80<sup>th</sup> Street to SE 110<sup>th</sup> Street
- Remove the 95<sup>th</sup> Street Interchange from the Long Range Transportation Plan

#### **Item 11. Adjournment**

Chairman Moore adjourned the meeting at 5:09pm.

Respectfully Submitted By:

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Shakayla Pullings, TPO Administrative Assistant



## TRANSPORTATION PLANNING ORGANIZATION

Marion County Commission Auditorium  
601 SE 25<sup>th</sup> Avenue, Ocala, FL 34471

**December 19, 2018**

### MINUTES

#### Members Present:

Commissioner Kathy Bryant  
Commissioner Jeff Gold (*arrived at 10:36am*)  
Mayor Kent Guinn  
Councilwoman Valerie Hanchar  
Councilman Justin Grabelle  
Commissioner Ronald Livsey  
Councilman Brent Malever  
Commissioner David Moore  
Councilman Jay Musleh  
Commissioner Michelle Stone  
Commissioner Carl Zalak  
Councilman Matthew Wardell

#### Members Not Present:

Councilwoman Mary Rich

#### Others Present:

Oliver Cromwell, SunTran  
Sean Lanier, City of Ocala  
Darren Park, City of Ocala  
Paul Marraffino  
Peter Lee, City of Ocala  
Karen Williams, Marion Senior Services  
Jennifer Martinez, Marion Senior Services  
Cindy Brown

### **Item 1. Call to Order and Roll Call**

Chairman Moore called the meeting to order at 10:05 AM. 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 December 7, 2018 online at the TPO website and on the City of Ocala, Marion County, Belleview, and Dunnellon websites.

### **Item 3a. Resignation of the TPO Director and Future Considerations**

Mr. Moore told the board the TPO Director, Michael Daniels had resigned his position giving the board a 90-day notice and Mr. Moore presented the board with some options:

- Allowing Mr. Daniels to work the 90-days allowing the TPO Board time to find a replacement TPO Director
- Accept Mr. Daniels resignation effective immediately and the City of Ocala Staff to appoint an Interim Director for the TPO
- If City Staff had not been able to appoint an Interim Director at the time Marion County would appoint an Interim Director

Mr. Moore told the board that he would prefer option one which would allow Mr. Daniels to work the 90-days allowing the TPO Board time to find a replacement TPO Director.

Mr. Moore asked Mr. Daniels if he was willing to work the rest of the 90-days and Mr. Daniels said that he was willing.

*Mr. Musleh made a motion to allow Mr. Daniels to work 90-days allowing the TPO Board time to find a replacement TPO Director. Mr. Zalak seconded, the motion was not unanimous with Commissioner Stone and Commissioner Bryant opposing.*

Mr. Moore asked the City of Ocala HR Director, Jared Sorensen to conduct a Salary Survey to see what surrounding areas were paying for the TPO Director position.

Ms. Bryant said she didn't believe the TPO Board needed to raise the salary of the TPO Director position so soon.

Mr. Moore said he only wanted to conduct a Salary Survey to find out if the Ocala-Marion salary for the TPO Director position was competitive.

#### **Item 4. Comments by TPO Members**

Mr. Musleh asked when the search process for a new TPO Director would begin.

Mr. Moore answered, immediately.

Mr. Musleh suggested posting the TPO Director position and then negotiating salary once the Salary Survey information had been received.

Mr. Musleh also suggested contacting the finalist with Mr. Daniels for the TPO Director to see if she might be interested in the position.

*There was additional board discussion about the qualifications of position and the going forward of posting the Director position.*

Ms. Bryant said she had one concern about committing to 90-days and said if the board reached out to the other finalist and she was interested and ready to start immediately how would that effect the board moving forward by locking Mr. Daniels in for 90-days.

Mr. Zalak asked Mr. Daniels if the position was filled sooner than the 90-days would he be willing to leave the TPO.

Mr. Daniels replied yes.

The board told Mr. Sorensen to reach out to the other finalist first and if she declined to post the TPO Director Position Statewide.

City of Ocala Attorney, Mr. Baxley expounded on the Staff Services Agreement between the City of Ocala and the TPO.

Ms. Stone said she would like to revisit the Staff Services Agreement to see if it had been the best way to oversee the TPO with so many big projects taking place.

*There was board discussion about reviewing the Staff Services Agreement.*

Mr. Moore reminded the board that other items such as the reviewing of the Staff Services Agreement and additional items should be reviewed and discussed the next scheduled TPO meeting and not at the Special Meeting.

*There was additional board discussion.*

Again, Mr. Moore advised the board to stay on topic of the only action item for the Special Meeting Agenda.

**Item 5. Public Comment**

*There was no Public Comment.*

Ms. Bryant said that she was a part of the Committee that hired Mr. Daniels and that she was very disappointed by the things that had transpired.

Ms. Stone said that she worked with Mr. Daniels and that the communication had been a very big issue for her and that she stood on the fact she would like to be notified of key decisions pertaining to the TPO and more specifically the Transportation Disadvantaged Board that she chairs. Ms. Stone asked the board to keep that in mind as a new Director will be hired and it would be an opportunity to let the new Director know.

**Item 6. Adjournment**

Chairman Moore adjourned the meeting at 10:44 AM.

Respectfully Submitted By:

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Shakayla Pullings, TPO Administrative Assistant





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## MEMORANDUM

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NOVEMBER 20, 2018

TO: TPO MEMBERS

FROM: MICHAEL DANIELS, DIRECTOR

SUBJECT: FY 2018/19 SUNTRAN BUDGET

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Attached you will find the proposed SunTran budget for FY 17/18. The budget reflects the capital items and operational costs for the upcoming year. Overall, the significant change from the previous year was the purchase of two new buses. As a result, the rest of the budget was reduced and the shortfall will be paid out of previous available funds. there are no significant cost changes from the previous year. The overall budget for this year is just over \$3.3 million and each jurisdiction's portion is listed as part of the budget sheet. This represents a 10% increase over last year's budget, based on the additional \$939,000 for the two new busses and no change in expenses for the local jurisdictions.

Staff is requesting approval of the budget as presented. If you have any questions, please contact our office at 629-8297.

SUNTRAN FY 2018/19 BUDGET									
Capital and Capitalized Maintenance/Operations <sup>1</sup>				Federal	State	Ocala	County		
<b>Capital Purchases</b>									
<b>Bus Purchase</b>	\$ 939,876			\$ 939,876					
Transit Vehicles									
Shelter Program	\$ 100,000			\$ 80,000	\$ 10,000	\$ 6,000	\$ 4,000		
Bike Rack (3)	\$ 3,000			\$ 2,400	\$ 300	\$ 180	\$ 120		
<b>Capitalized Maintenance/Operation Expenses</b>									
<u>Repair &amp; Maintenance</u>									
ADA Improvements				\$ -	\$ -	\$ -	\$ -		
Preventive Maintenance	\$ 390,600			\$ 312,480	\$ 39,060	\$ 23,436	\$ 15,624		
SunTran facility maintenance	\$ 25,000			\$ 20,000	\$ 2,500	\$ 1,500	\$ 1,000		
SunTran Shop Equipment	\$ 25,000			\$ 20,000	\$ 2,500	\$ 1,500	\$ 1,000		
Post Lift Repair	\$ 10,000			\$ 8,000	\$ 1,000	\$ 600	\$ 400		
Bus Refrigerant Conversion	\$ 5,000			\$ 4,000	\$ 500	\$ 300	\$ 200		
				<del>\$ 28,000</del>	<del>\$ 3,500</del>	<del>\$ 2,100</del>	<del>\$ 1,400</del>		
<u>Professional Services</u>									
Americans w/ Disabilities Act Transportation									
ADA Transportation (Federal Eligible) <sup>2</sup>	\$ 113,293			\$ 90,634	\$ 11,329	\$ 6,798	\$ 4,532		
ADA Transportation (Non-Federal)	\$ 200,000			\$ -	\$ 100,000	\$ 60,000	\$ 40,000		
Planning	\$ -			\$ -	\$ -	\$ -	\$ -		
				\$ -	\$ -	\$ -	\$ -		
<b>Capital Sub-Total</b>				\$ 1,811,769	\$ 1,477,390	\$ 167,189	\$ 100,314	\$ 66,876	
<b>Operations<sup>3</sup></b>									
<u>Professional Services</u>									
McDonald Transit contract	\$ 1,562,400	\$ 1,078,056.00		\$ 539,028	\$ 269,514	\$ 161,708	\$ 107,806		
Contingency	\$ 80	\$ 55.20		\$ 28	\$ 14	\$ 8	\$ 6		
<u>Administrative Expenses</u>									
Marketing	\$ 15,000	\$ 10,350.00		\$ 5,175	\$ 2,588	\$ 1,553	\$ 1,035		
<u>Office Space:</u>									
<u>Internal Services</u>									
Facilities Maintenance	\$ 30,000	\$ 20,700.00		\$ 10,350	\$ 5,175	\$ 3,105	\$ 2,070		
Facilities Administration	\$ 6,000	\$ 4,140.00		\$ 2,070	\$ 1,035	\$ 621	\$ 414		
Radio Maintenance	\$ 10,000	\$ 6,900.00		\$ 3,450	\$ 1,725	\$ 1,035	\$ 690		
IT Services	\$ 39,000	\$ 26,910.00		\$ 13,455	\$ 6,728	\$ 4,037	\$ 2,691		
		\$ -							
Insurance	\$ 5,200	\$ 3,588.00		\$ 1,794	\$ 897	\$ 538	\$ 359		
Utilities	\$ 30,000	\$ 20,700.00		\$ 10,350	\$ 5,175	\$ 3,105	\$ 2,070		
Telecomm (internal allocation)	\$ 12,000	\$ 8,280.00		\$ 4,140	\$ 2,070	\$ 1,242	\$ 828		
Telephone (external service)	\$ 7,000	\$ 4,830.00		\$ 2,415	\$ 1,208	\$ 725	\$ 483		
Copier	\$ 5,400	\$ 3,726.00		\$ 1,863	\$ 932	\$ 559	\$ 373		
Fuel	\$ 300,000	\$ 207,000.00		\$ 103,500	\$ 51,750	\$ 31,050	\$ 20,700		
Personnel	\$ 225,000	\$ 155,250.00		\$ 77,625	\$ 38,813	\$ 23,288	\$ 15,525		
Audit	\$ 1,000	\$ 690.00		\$ 345	\$ 173	\$ 104	\$ 69		
Avail Maintenance	\$ 40,000	\$ 27,600.00		\$ 13,800	\$ 6,900	\$ 4,140	\$ 2,760		
		\$ -							
Travel & Per Diem	\$ 2,000	\$ 1,380.00		\$ 690	\$ 345	\$ 207	\$ 138		
Legal	\$ 1,800	\$ 1,242.00		\$ 621	\$ 311	\$ 186	\$ 124		
<u>Previous Allocation</u>									
<b>Operations Sub-Total</b>				\$ 2,291,880	\$ 1,581,397	\$ 790,699	\$ 395,349	\$ 237,210	\$ 158,140
<b>Program Income</b>									
Fares	\$ 325,000	\$ 325,000		\$ 162,500	\$ 81,250	\$ 48,750	\$ 32,500		
Advertising						\$ 35,662	\$ 23,774		
<i>Operations (less program income)</i>				\$ 1,966,880	\$ 1,256,397	\$ 628,199	\$ 314,086	\$ 152,790	\$ 101,860
<b>Total Operations &amp; Capital</b>				\$ 3,778,649	\$ 3,068,166	\$ 2,105,589	\$ 481,275	\$ 253,103	\$ 168,736
<i>Percentage of expense for each jurisdiction</i>				56%	13%	7%	4%		

<sup>1</sup>Capital equipment is 100% federal, Capitalized Operations include preventative maintenance, ADA and planning - match rate is 80% federal,

<sup>2</sup>Federal portion of ADA capped at 10% of annual 5307 allocation (FY 18 Allocation - \$2,098,027)

<sup>3</sup>Operations match rate is 50% federal, 25% state, 15% Ocala, 10% Marion County

Items in Blue indicates that the costs indicate 69% of the operations budget, the remaining 31% shall be paid from

FY 2015 FTA (5307) SunTran Operating Allocation, 2017-18 Block Grant Monies and Local Match (\$146,870.25)

monies in green indicate monies to be included in capital block grant

monies in red are to be included in operation block grant



**November 20, 2018**

**TO: TPO Members**  
**FROM: Michael Daniels, Director**  
**RE: FTA Fiscal Year 2018 Certifications  
and Assurances**

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As a grantee with the Federal Transit Administration 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

If you have any questions regarding the required Certifications and Assurances please feel free to contact the TPO staff at 629-8297.

*Cooperative and comprehensive planning for our transportation needs*  
*Marion County • City of Belleview • City of Dunnellon • City of Ocala*

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121 S.E. Watula Avenue • Ocala, Florida 34471  
Telephone: (352) 629-8297 • Fax: (352) 629-8240 • [www.ocalamariontpo.org](http://www.ocalamariontpo.org)

## FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

### PREFACE

*Before the Federal Transit Administration (FTA or We) may award federal assistance for public transportation in the form of a federal grant, cooperative agreement, loan, line of credit, loan guarantee, master credit agreement, or State Infrastructure Bank (SIB) cooperative agreement, certain pre-award Certifications and Assurances are required, except as FTA determines otherwise in writing. The Applicant must authorize a representative (Authorized Representative) to select and sign its Certifications and Assurances and bind the Applicant's compliance. You, as your Applicant's Authorized Representative, must select and sign all Certifications and Assurances that your Applicant must provide to support each application it submits to FTA for federal assistance during federal fiscal year (FY) 2018.*

*We request that you read each Certification and Assurance and select those that will apply to any application for which your Applicant might seek FTA assistance during FY 2018. As provided by federal laws, regulations, and requirements, FTA may award federal assistance only if the Applicant's Authorized Representative selects adequate Certifications and Assurances.*

*We have consolidated our Certifications and Assurances into twenty-one (21) Categories.*

*We encourage you to make a single selection that will encompass all twenty-one (21) Categories of Certifications and Assurances that apply to our various programs. FTA, the Applicant, and the Applicant's Authorized Representative, understand and agree that not every provision of these twenty-one (21) Categories of Certifications and Assurances will apply to every Applicant or every Award or Project included in an Award, even if you make a single selection encompassing all twenty-one (21) Categories. Nor will every provision of each Certification or Assurance within a single Category apply if that provision does not apply to your Applicant or the Award it seeks. The type of Applicant and its application will determine which Certifications and Assurances apply.*

*In the alternative:*

- All Applicants must select the Assurances in Category 01, "Required Certifications and Assurances for each Applicant.*
- If your Applicant requests or intends to request more than \$100,000 in federal assistance during FY2018, you must select the "Lobbying" Certification in Category 02, except if your Applicant is an Indian tribe, Indian organization, or an Indian tribal organization.*
- Depending on the nature of your Applicant and the Award it seeks, you may also need to select one or more Certifications and Assurances in Categories 03 through 21.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected that apply to its Award, itself, any Subrecipient, or any other Third*

## **FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES**

*Party Participant in its Award, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant as necessary to assure your Applicant's compliance with the applicable Certifications and Assurances selected on its behalf.*

*Except as FTA determines otherwise in writing, if your Applicant is a team, consortium, joint venture, or partnership, it understands and agrees that you must identify the activities that each member will perform and the extent to which each member will be responsible for compliance with the selected Certifications and Assurances. You also must identify each member's role in the Award, whether as a Recipient, Subrecipient, Third Party Contractor, or other Third Party Participant.*

*It is important that you and your Applicant also understand that these Certifications and Assurances are pre-award requirements, generally imposed by federal law or regulation, and do not include all federal requirements that may apply to it or its Award. We expect you to submit your Applicant's FY 2018 Certifications and Assurances and its applications for federal assistance in FTA's Transit Award Management System (TrAMS). You must be registered in TrAMS to submit your Applicant's FY 2018 Certifications and Assurances. TrAMS contains fields for selecting among the twenty-one (21) Categories of Certifications and Assurances and a designated field for selecting all twenty-one (21) Categories of Certifications and Assurances. If FTA agrees that you are unable to submit your Applicant's FY 2018 Certifications and Assurances electronically, you must submit the Signature Pages at the end of this document, as FTA directs, marked to show the Categories of Certifications and Assurances that you are submitting.*

*Be aware that these Certifications and Assurances have been prepared in light of:*

- *The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015, and other authorizing legislation to be enacted,*
- *The Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21), Public Law No. 112-141, July 6, 2012, as amended by the Surface Transportation and Veterans Health Care Choice Improvement Act of 2015, Public Law No. 114-41, July 31, 2015,*
- *Previous enabling legislation that remains in effect, and*
- *Appropriations Acts or Continuing Resolutions funding the U.S. Department of Transportation during Fiscal Year 2018.*

## **FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES**

### **CATEGORY 01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT.**

*Before FTA may provide federal assistance for your Applicant's Award, you must select the Certifications and Assurances in Category 01 in addition to any other applicable Certifications and Assurances, except as FTA determines otherwise in writing.*

*Any provision of the Certifications and Assurances in Category 01 that does not apply will not be enforced.*

#### **01.A. Certifications and Assurances of Authority of the Applicant and Its Authorized Representative.**

You certify and affirm that in signing these Certifications, Assurances, and Agreements, both you, as your Applicant's Authorized Representative, and your Applicant's attorney who is authorized to represent your Applicant in legal matters, may undertake the following activities on your Applicant's behalf, in compliance with applicable state, local, or Indian tribal laws, regulations, and requirements and your Applicant's by-laws or internal rules:

1. Execute and file its application for federal assistance,
2. Execute and file its Certifications, Assurances, Charter Service Agreement, and School Bus Agreement, as applicable, binding its compliance,
3. Execute its Grant Agreement, Cooperative Agreement, Loan, Loan Guarantee, Line of Credit, Master Credit Agreement, or State Infrastructure Bank (SIB) Cooperative Agreement for which the Applicant is seeking federal assistance from FTA,
4. Comply with applicable federal laws, regulations, and requirements, and
5. Follow applicable federal guidance.

#### **01.B. Standard Assurances.**

On behalf of your Applicant, you assure that it understands and agrees to the following:

1. It will comply with all applicable federal laws, regulations, and requirements in implementing its Award.
2. It is under a continuing obligation to comply with the terms and conditions of its Grant Agreement or Cooperative Agreement with FTA for each Award, including the FTA Master Agreement and other documents incorporated by reference and made part of its Grant Agreement or Cooperative Agreement, or latest amendment thereto.
3. It recognizes that federal laws, regulations, and requirements may be amended from time to time and those amendments may affect the implementation of its Award.
4. It understands that Presidential executive orders and federal guidance, including federal policies and program guidance, may be issued concerning matters affecting it or its Award.
5. It agrees that the most recent federal laws, regulations, requirements, and guidance will apply to its Award, except as FTA determines otherwise in writing.
6. Except as FTA determines otherwise in writing, it agrees that requirements for FTA programs may vary depending on the fiscal year for which the federal assistance for those programs was appropriated or made available.

## FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

### 01.C. Intergovernmental Review Assurance.

*(This assurance in this Category 01.C does not apply to an Indian tribe, an Indian organization, or an Indian tribal organization that applies for federal assistance made available under 49 U.S.C. § 5311(c)(1), which authorizes FTA's Tribal Transit Programs.)*

As required by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17, on behalf of your Applicant, you assure that it has submitted or will submit each application for federal assistance to the appropriate state and local agencies for intergovernmental review.

### 01.D. Nondiscrimination Assurance.

On behalf of your Applicant, you assure that:

1. It will comply with the following laws, regulations, and requirements so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) based on race, color, national origin, religion, sex, disability, or age including:
  - a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
  - b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
  - c. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* (prohibiting discrimination based on race, color, religion, sex, (including gender identity and sexual orientation) or national origin,
  - d. Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
  - e. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*,
  - f. U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25,
  - g. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, *et seq.*,
  - h. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*,
  - i. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
  - j. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
  - k. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.
2. It will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.
3. As required by 49 CFR § 21.7:

## FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

- a. It will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:
  - (1) It implements its Award,
  - (2) It undertakes property acquisitions, and
  - (3) It operates all parts of its facilities, as well as its facilities operated in connection with its Award.
- b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.
- c. It will promptly take the necessary actions to carry out this assurance, including the following:
  - (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA Headquarters Office of Civil Rights, and
  - (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.
- d. If it transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
  - (1) While the property is used for the purpose that the federal assistance is extended, or
  - (2) While the property is used for another purpose involving the provision of similar services or benefits.
- e. The United States has a right to seek judicial enforcement of any matter arising under:
  - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
  - (2) U.S. DOT regulations, 49 CFR part 21, or
  - (3) This assurance.
- f. It will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:
  - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
  - (2) U.S. DOT regulations, 49 CFR part 21, and
  - (3) Federal transit law, 49 U.S.C. § 5332.
- g. It will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.
- h. It will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:
  - (1) Subrecipient,
  - (2) Transferee,
  - (3) Third Party Contractor or Subcontractor at any tier,
  - (4) Successor in Interest,
  - (5) Lessee, or
  - (6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).
- i. It will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:
  - (1) Subagreement at any tier,
  - (2) Property transfer agreement,



## FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

- (3) Third party contract or subcontract at any tier,
- (4) Lease, or
- (5) Participation agreement.
- j. The assurances you have made on your Applicant's behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:
  - (1) Federal assistance is provided for its Award,
  - (2) Its property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
  - (3) It retains ownership or possession of its property acquired or improved with federal assistance provided for its Award,
  - (4) It transfers property acquired or improved with federal assistance, for the period during which the real property is used for a purpose for which the financial assistance is extended or for another purpose involving the provision of similar services or benefits, or
  - (5) FTA may otherwise determine in writing.
4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:
  - a. It will comply with the following prohibitions against discrimination based on disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:
    - (1) Construct any facility,
    - (2) Obtain any rolling stock or other equipment,
    - (3) Undertake studies,
    - (4) Conduct research, or
    - (5) Participate in any benefit or obtain any benefit from any FTA administered program.
  - b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability, be:
    - (1) Excluded from participation,
    - (2) Denied benefits, or
    - (3) Otherwise subjected to discrimination.

### **01.E Procurement Certification.**

The Applicant agrees to comply with:

- a. U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, particularly 2 CFR §200.317-26 "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.

## FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

### 01.F. Suspension and Debarment, Tax Liability, and Felony Convictions Certifications.

#### 01.F.1 Suspension and Debarment.

On behalf of your Applicant, you certify that:

- a. It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180.
- b. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
  - (1) Are eligible to participate in covered transactions of any federal department or agency and are not presently:
    - (a) Debarred,
    - (b) Suspended,
    - (c) Proposed for debarment,
    - (d) Declared ineligible,
    - (e) Voluntarily excluded, or
    - (f) Disqualified.
  - (2) Within a three-year period preceding its latest application or proposal, its management has not been convicted of or had a civil judgment rendered against any of them for:
    - (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction, or contract under a public transaction,
    - (b) Violation of any federal or state antitrust statute, or
    - (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property.
  - (3) It is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in the preceding subsection b(2) of this Certification.
  - (4) It has not had one or more public transactions (federal, state, or local) terminated for cause or default within a three-year period preceding this Certification.
  - (5) If, at a later time, it receives any information that contradicts the preceding statements of subsections a or b of this Category 01.F Certification, it will promptly provide that information to FTA.
  - (6) It will treat each lower tier contract or subcontract under its Award as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
    - (a) Equals or exceeds \$25,000,
    - (b) Is for audit services, or
    - (c) Requires the consent of a federal official.
  - (7) It will require that each covered lower tier contractor and subcontractor:
    - (a) Comply and facilitate compliance with the federal requirements of 2 CFR parts 180 and 1200, and
    - (b) Assure that each lower tier participant in its Award is not presently declared by any federal department or agency to be:

## FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

- 1 Debarred from participation in any federally assisted Award,
  - 2 Suspended from participation in any federally assisted Award,
  - 3 Proposed for debarment from participation in any federally assisted Award,
  - 4 Declared ineligible to participate in any federally assisted Award,
  - 5 Voluntarily excluded from participation in any federally assisted Award, or
  - 6 Disqualified from participation in any federally assisted Award.
- c. It will provide a written explanation if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Category 01.F.1 Certification.

### 01.F.2. Tax Liability.

If your Applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, on behalf of your Applicant, you certify that:

- a. Your Applicant and its prospective Subrecipients have 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.
- b. Your Applicant and its Subrecipients will follow applicable U.S. DOT guidance when issued.

### 01.F.3. Felony Convictions.

If your Applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, on behalf of your Applicant, you certify that:

- a. Your Applicant and its prospective Subrecipients have not been convicted of a felony criminal violation under any federal law within the preceding 24 months.
- b. Your Applicant and its Subrecipients will follow applicable U.S. DOT guidance when it is issued.

### 01.G. U.S. OMB Assurances in SF-424B and SF-424D.

*The assurances in this Category 01.G are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, and updated as necessary to reflect changes in federal laws, regulations, and requirements.*

1. *Administrative Activities.* On behalf of your Applicant, you assure that:
  - a. For any application it submits for federal assistance, it has adequate resources to plan, manage, and properly complete the tasks to implement its Award, including:
    - (1) The legal authority to apply for federal assistance,
    - (2) The institutional capability,
    - (3) The managerial capability, and
    - (4) The financial capability (including funds sufficient to pay the non-federal share of the cost of incurred under its Award).
  - b. As required, it will give access and the right to examine materials related to its Award to the following entities or individuals, including, but not limited to:

## FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

- (1) FTA,
- (2) The Comptroller General of the United States, and
- (3) The State, through an appropriate authorized representative.
- c. It will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance.
- d. It will establish safeguards to prohibit employees from using their positions for a purpose that results in:
  - (1) A personal or organizational conflict of interest or personal gain, or
  - (2) An appearance of a personal or organizational conflict of interest or personal gain.
2. *Specifics of the Award.* On behalf of your Applicant, you assure that:
  - a. It will begin and complete work within the period of performance that applies following receipt of an FTA Award.
  - b. For FTA assisted construction Awards:
    - (1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications,
    - (2) It will provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms to the approved plans and specifications,
    - (3) It will include a covenant to assure nondiscrimination during the useful life of the real property financed under its Award in its title to that real property, and it will include such covenant in any transfer of such property,
    - (4) To the extent FTA requires, it will record the federal interest in the title to FTA assisted real property or interests in real property, and
    - (5) It will not alter the site of the FTA assisted construction or facilities without permission or instructions from FTA by:
      - (a) Disposing of the underlying real property or other interest in the site and facilities,
      - (b) Modifying the use of the underlying real property or other interest in the site and facilities, or
      - (c) Changing the terms of the underlying real property title or other interest in the site and facilities.
  - c. It will furnish progress reports and other information as FTA or the state may require.
3. *Statutory and Regulatory Requirements.* On behalf of your Applicant, you assure that:
  - a. Your Applicant will comply with all federal laws, regulations, and requirements relating to nondiscrimination that apply, including, but not limited to:
    - (1) The prohibitions against discrimination based on race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. § 2000d.
    - (2) The prohibitions against discrimination based on sex, as provided in:
      - (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 – 1683, and 1685 – 1687, and
      - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25.

## FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

- (3) The prohibitions against discrimination based on age in federally assisted programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 – 6107.
  - (4) The prohibitions against discrimination based on disability in federally assisted programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794.
  - (5) The prohibitions against discrimination based on disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101.
  - (6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. § 3601 *et seq.*
  - (7) The prohibitions against discrimination based on drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*
  - (8) The prohibitions against discrimination based on alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*
  - (9) The confidentiality requirements for records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. § 290dd – 290dd-2.
  - (10) The prohibitions against discrimination in employment as provided in Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
  - (11) The nondiscrimination provisions of any other statute(s) that may apply to its Award.
- b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. § 4601 *et seq.*, and 49 U.S.C. § 5323(b), regardless of whether federal assistance has been provided for any real property acquired or improved for purposes of its Award:
- (1) It will provide for fair and equitable treatment of any displaced persons or any persons whose property is acquired or improved as a result of federally assisted programs.
  - (2) It has the necessary legal authority under state and local laws, regulations, and requirements to comply with:
    - (a) The Uniform Relocation Act. 42 U.S.C. § 4601 *et seq.*, as specified by 42 U.S.C. §§ 4630 and 4655, and
    - (b) U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,” 49 CFR part 24, specifically 49 CFR § 24.4.
  - (3) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
    - (a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24.
    - (b) As provided by 42 U.S.C. §§ 4622, 4623, and 4624, and 49 CFR part 24, if its Award results in displacement, it will provide fair and reasonable relocation payments and assistance to:
      - 1 Displaced families or individuals, and
      - 2 Displaced corporations, associations, or partnerships.

## FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

- (c) As provided by 42 U.S.C. § 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
    - 1 Displaced families and individuals, and
    - 2 Displaced corporations, associations, or partnerships.
  - (d) As provided by 42 U.S.C. § 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals.
  - (e) It will do the following:
    - 1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and
    - 2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin.
  - (f) It will be guided by the real property acquisition policies of 42 U.S.C. §§ 4651 and 4652.
  - (g) It will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. §§ 4653 and 4654, understanding that FTA will provide federal assistance for its eligible costs of providing payments for those expenses, as required by 42 U.S.C. § 4631.
  - (h) It will execute the necessary implementing amendments to FTA assisted third party contracts and subagreements.
  - (i) It will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances.
  - (j) It will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, related to its Award that involves relocation or land acquisition.
  - (k) It will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions.
- c. It will comply with the Lead-Based Paint Poisoning Prevention Act, specifically 42 U.S.C. § 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures.
  - d. It will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by federal assistance of:
    - (1) The National Research Act, as amended, 42 U.S.C. § 289 *et seq.*, and
    - (2) U.S. DOT regulations, “Protection of Human Subjects,” 49 CFR part 11.
  - e. It will, to the extent applicable, comply with the labor standards and protections for federally assisted Awards of:
    - (1) The Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147,
    - (2) Sections 1 and 2 of the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874, and 40 U.S.C. § 3145, respectively, and
    - (3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3701 *et seq.*
  - f. It will comply with any applicable environmental standards prescribed to implement federal laws and executive orders, including, but not limited to:

## FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

- (1) Complying with the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 – 4335 and following Executive Order No. 11514, as amended, 42 U.S.C. § 4321 note.
  - (2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. § 7606 note.
  - (3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. § 4321 note.
  - (4) Following the evaluation of flood hazards in the floodplains provisions of Executive Order No. 11988, May 24, 1977, as amended, 42 U.S.C. § 4321 note.
  - (5) Complying with the assurance of consistency with the approved state management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 – 1465.
  - (6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1970, as amended, 42 U.S.C. §§ 7401 – 7671q.
  - (7) Complying with protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § 300f – 300j-6.
  - (8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 – 1544.
  - (9) Complying with the environmental protections for federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, state, or local significance or any land from a historic site of national, state, or local significance to be used in a transportation Award, as required by 49 U.S.C. § 303 (also known as “Section 4f”).
  - (10) Complying with the protections for national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§ 1271 – 1287.
  - (11) Complying with and facilitating compliance with:
    - (a) Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 300108,
    - (b) The Archaeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 *et seq.*, and
    - (c) Executive Order No. 11593 (identification and protection of historic properties), 54 U.S.C. § 300101.
- g. To the extent applicable, it will comply with the following federal requirements for the care, handling, and treatment of warm-blooded animals held or used for research, teaching, or other activities supported with federal assistance:
- (1) The Animal Welfare Act, as amended, 7 U.S.C. § 2131 *et seq.*, and
  - (2) U.S. Department of Agriculture regulations, “Animal Welfare,” 9 CFR subchapter A, parts 1, 2, 3, and 4.
- h. To the extent applicable, it will obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, “Seismic Safety,” 49 CFR part 41, specifically 49 CFR § 41.117(d), before accepting delivery of any FTA assisted buildings.

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- i. It will comply with and assure that each of its Subrecipients located in special flood hazard areas will comply with section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. § 4012a(a), by:
  - (1) Participating in the federal flood insurance program, and
  - (2) Purchasing flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- j. It will comply with:
  - (1) The Hatch Act, 5 U.S.C. §§ 1501 – 1508, 7324 – 7326, which limits the political activities of state and local agencies and their officers and employees whose primary employment activities are financed in whole or part with federal assistance, including a federal loan, grant agreement, or cooperative agreement, and
  - (2) 49 U.S.C. § 5323(1)(2) and 23 U.S.C. § 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving federal assistance appropriated or made available under 49 U.S.C. chapter 53 and 23 U.S.C. § 142(a)(2) to whom the Hatch Act does not otherwise apply.
- k. It will perform the financial and compliance audits as required by the:
  - (1) Single Audit Act Amendments of 1996, 31 U.S.C. § 7501 *et seq.*,
  - (2) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR part 200, and
  - (3) Most recent applicable U.S. OMB Compliance Supplement, 2 CFR part 200, appendix XI (previously known as the U.S. OMB Circular A-133 Compliance Supplement).
- l. It will comply with all other federal laws, regulations, and requirements that apply.
- m. It will follow federal guidance governing it and its Award, except as FTA has expressly approved otherwise in writing.

### CATEGORY 02. LOBBYING.

*Before FTA may provide federal assistance for a grant or cooperative agreement exceeding \$100,000 or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, you must select the Lobbying Certifications in Category 02, unless your Applicant is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 31 U.S.C. § 1352, and/or except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 02 that does not apply will not be enforced.*

On behalf of your Applicant, you certify that:

1. As required by 31 U.S.C. § 1352 and U.S. DOT regulations, “New Restrictions on Lobbying,” specifically 49 CFR § 20.110:
  - a. The lobbying restrictions of this Certification apply to its requests:
    - (1) For \$100,000 or more in federal assistance for a grant or cooperative agreement, and



## FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

- (2) For \$150,000 or more in federal assistance for a loan, line of credit, loan guarantee, or loan insurance, and
- b. Your Certification on your Applicant's behalf applies to the lobbying activities of:
  - (1) The Applicant,
  - (2) Its Principals, and
  - (3) Its Subrecipients at the first tier.
2. To the best of your knowledge and belief:
  - a. No federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:
    - (1) An officer or employee of any federal agency regarding the award of a:
      - (a) Federal grant or cooperative agreement, or
      - (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
    - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
      - (a) Federal grant or cooperative agreement, or
      - (b) Federal loan, line of credit, loan guarantee, or loan insurance.
  - b. Your Applicant will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with the instructions on that form, if any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence:
    - (1) An officer or employee of any federal agency regarding the award of a:
      - (a) Federal grant or cooperative agreement, or
      - (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
    - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
      - (a) Federal grant or cooperative agreement, or
      - (b) Federal loan, line of credit, loan guarantee, or loan insurance.
  - c. Your Applicant will include the language of this Certification in its Award documents under a federal grant, cooperative agreement, loan, line of credit, or loan insurance including, but not limited to:
    - (1) Each third party contract,
    - (2) Each third party subcontract,
    - (3) Each subagreement, and
    - (4) Each third party agreement.
3. Your Applicant understands that:
  - a. This Certification is a material representation of fact that the Federal Government relies on, and
  - b. It must submit this Certification before the Federal Government may award federal assistance for a transaction covered by 31 U.S.C. § 1352, including a:
    - (1) Federal grant or cooperative agreement, or
    - (2) Federal loan, line of credit, loan guarantee, or loan insurance.
4. Your Applicant understands that any person who does not file a required Certification will incur a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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### CATEGORY 03. PRIVATE SECTOR PROTECTIONS.

*Before FTA may provide federal assistance for an Award that involves the acquisition of public transportation property or the operation of public transportation facilities or equipment, you must select the Private Property Protections Assurances in Category 03.A and enter into the Agreements in Category 03.B and Category 03.C on behalf of your Applicant, except as FTA determines otherwise in writing.*

*Any provision of the Assurances and Agreements in Category 03 that does not apply will not be enforced.*

#### **03.A. Private Property Protections.**

*If your Applicant is a state, local government, or Indian tribal government and seeks federal assistance from FTA to acquire the property of a private transit operator or operate public transportation in competition with or in addition to a public transportation operator, the Private Property Protections Assurances in Category 03.A apply to your Applicant, except as FTA determines otherwise in writing.*

To facilitate FTA's ability to make the findings required by 49 U.S.C. § 5323(a)(1), on behalf of your Applicant, you assure that:

1. Your Applicant has or will have:
  - a. Determined that the federal assistance it has requested is essential to carrying out its Program of Projects as required by 49 U.S.C. §§ 5303, 5304, and 5306,
  - b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
  - c. Paid just compensation under state or local laws to the company for any franchise or property acquired.
2. Your Applicant has completed the actions described in the preceding section 1 of this Category 03.A Certification before:
  - a. It acquires the property or an interest in the property of a private provider of public transportation, or
  - b. It operates public transportation equipment or facilities:
    - (1) In competition with transportation service provided by an existing public transportation operator, or
    - (2) In addition to transportation service provided by an existing public transportation operator.

#### **03.B. Charter Service Agreement.**

*If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the Charter Service Agreement in Category 03.B applies to your Applicant, except as FTA determines otherwise in writing.*

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To comply with 49 U.S.C. § 5323(d) and (g) and FTA regulations, “Charter Service, 49 CFR part 604, specifically 49 CFR § 604.4, on behalf of your Applicant, you are entering into the following Charter Service Agreement:

1. FTA’s “Charter Service” regulations apply as follows:
  - a. FTA’s Charter Service regulations restrict transportation by charter service using facilities and equipment acquired or improved under an Award derived from:
    - (1) Federal transit laws, 49 U.S.C. chapter 53,
    - (2) 23 U.S.C. §§ 133 or 142, or
    - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
  - b. FTA’s charter service restrictions extend to:
    - (1) Your Applicant, when it receives federal assistance appropriated or made available for:
      - (a) Federal transit laws, 49 U.S.C. chapter 53,
      - (b) 23 U.S.C. §§ 133 or 142, or
      - (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
    - (2) Any Third Party Participant that receives federal assistance derived from:
      - (a) Federal transit laws, 49 U.S.C. chapter 53,
      - (b) 23 U.S.C. §§ 133 or 142, or
      - (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
  - c. A Third Party Participant includes any:
    - (1) Subrecipient at any tier,
    - (2) Lessee,
    - (3) Third Party Contractor or Subcontractor at any tier, and
    - (4) Other Third Party Participant in its Award.
  - d. You and your Applicant agree that neither it nor any governmental authority or publicly owned operator that receives federal public transportation assistance appropriated or made available for its Award will engage in charter service operations, except as permitted under:
    - (1) Federal transit laws, specifically 49 U.S.C. § 5323(d) and (g),
    - (2) FTA regulations, “Charter Service,” 49 CFR part 604, to the extent consistent with 49 U.S.C. § 5323(d) and (g),
    - (3) Any other federal Charter Service regulations, or
    - (4) Federal guidance, except as FTA determines otherwise in writing.
  - e. You and your Applicant agree that the latest Charter Service Agreement selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Underlying Agreement accompanying its Award of federal assistance from FTA.
  - f. You and your Applicant agree that:
    - (1) FTA may require corrective measures or impose remedies on it or any governmental authority or publicly owned operator that receives federal assistance from FTA that has demonstrated a pattern of violating of FTA’s Charter Service regulations by:
      - (a) Conducting charter operations prohibited by federal transit laws and FTA’s Charter Service regulations, or

## FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

- (b) Otherwise violating its Charter Service Agreement selected in its latest annual Certifications and Assurances.
- (2) These corrective measures and remedies may include:
  - (a) Barring your Applicant or any Third Party Participant operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA,
  - (b) Withholding an amount of federal assistance as provided by Appendix D to FTA's Charter Service regulations, or
  - (c) Any other appropriate remedy that may apply.
- 2. In addition to the exceptions to the restrictions in FTA's Charter Service regulations, FTA has established the following additional exceptions to those restrictions:
  - a. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. §§ 5307 or 5311 to be used for Job Access and Reverse Commute (JARC) activities that would have been eligible for assistance under former 49 U.S.C. § 5316 in effect in FY 2012 or a previous fiscal year, provided that it uses that federal assistance from FTA for those program purposes only.
  - b. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. § 5310 to be used for New Freedom activities that would have been eligible for assistance under former 49 U.S.C. § 5317 in effect in FY 2012 or a previous fiscal year, provided it uses that federal assistance from FTA for those program purposes only.
  - c. An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that Applicant provides a private intercity or charter transportation operator reasonable access to that Applicant's federally assisted public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes, as provided in 49 U.S.C. § 5323(r).

### 03.C. School Bus Agreement.

*If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the School Bus Agreement in Category 03.C applies to your Applicant, except as FTA determines otherwise in writing.*

To comply with 49 U.S.C. § 5323(f) and (g) and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g), your Applicant agrees to enter into the following School Bus Agreement:

- 1. FTA's "School Bus Operations" regulations at 49 CFR part 605 restricts school bus operations using facilities and equipment acquired or improved with federal assistance derived from:
  - a. Federal transit laws, 49 U.S.C. chapter 53,
  - b. 23 U.S.C. §§ 133 or 142, or
  - c. Any other Act that provides federal public transportation assistance, unless otherwise excepted.
- 2. FTA's school bus operations restrictions extend to:
  - a. Your Applicant, when it receives federal assistance appropriated or made available for:

## FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

- (1) Federal transit laws, 49 U.S.C. chapter 53,
  - (2) 23 U.S.C. §§ 133 or 142, or
  - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
- b. Any Third Party Participant that receives federal assistance derived from:
  - (1) Federal transit laws, 49 U.S.C. chapter 53,
  - (2) 23 U.S.C. §§ 133 or 142, or
  - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
3. A Third Party Participant includes any:
  - a. Subrecipient at any tier,
  - b. Lessee,
  - c. Third Party Contractor or Subcontractor at any tier, and
  - d. Any other Third Party Participant in the Award.
4. You and your Applicant agree, and will obtain the agreement of any Third Party Participant, that it will not engage in school bus operations in competition with private operators of school buses, except as permitted under:
  - a. Federal transit laws, specifically 49 U.S.C. § 5323(f) and (g),
  - b. FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g),
  - c. Any other federal School Bus regulations, or
  - d. Federal guidance, except as FTA determines otherwise in writing.
5. You and your Applicant agree that the latest School Bus Agreement selected on its behalf in FTA's latest annual Certifications and Assurances is incorporated by reference and made part of the Underlying Agreement accompanying its Award of federal assistance.
6. You and your Applicant agree that after it is a Recipient, if it or any Third Party Participant has violated this School Bus Agreement, FTA may:
  - a. Bar your Applicant or Third Party Participant from receiving further federal assistance for public transportation, or
  - b. Require the Applicant or Third Party Participant to take such remedial measures as FTA considers appropriate.

### **CATEGORY 04. ROLLING STOCK REVIEWS AND BUS TESTING.**

*Before FTA may provide federal assistance for an Award to acquire rolling stock for use in revenue service or to acquire a new bus model, you must select the Rolling Stock Reviews and Bus Testing Certifications in Category 04, except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 04 that does not apply will not be enforced.*

#### **04.A. Rolling Stock Reviews.**

*If your Applicant seeks federal assistance from FTA to acquire rolling stock for use in revenue service, the Rolling Stock Reviews Certifications in Category 04.A apply to your Applicant, except as FTA determines otherwise in writing.*

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On behalf of your Applicant, you certify that, when procuring rolling stock for use in revenue service:

1. Your Applicant will comply with:
  - a. Federal transit laws, specifically 49 U.S.C. § 5323(m), and
  - b. FTA regulations, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases,” 49 CFR part 663, and
2. As provided in 49 CFR § 663.7:
  - a. Your Applicant will conduct or cause to be conducted the required pre-award and post-delivery reviews of that rolling stock, and
  - b. It will maintain on file the Certifications required by 49 CFR part 663, subparts B, C, and D.

### **04.B. Bus Testing.**

*If your Applicant seeks federal assistance from FTA to acquire a new bus model, the Bus Testing Certifications in Category 04.B apply to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify that:

1. FTA’s bus testing requirements apply to all acquisitions of new buses and new bus models that require bus testing as defined in FTA’s Bus Testing regulations, and it will comply with:
  - a. 49 U.S.C. § 5318, and
  - b. FTA regulations, “Bus Testing,” 49 CFR part 665.
2. As required by 49 CFR § 665.7, when acquiring the first bus of any new bus model or a bus model with a major change in components or configuration, your Applicant will not spend any federal assistance appropriated under 49 U.S.C. chapter 53 to acquire that new bus or new bus model until:
  - a. That new bus or new bus model has been tested at FTA’s bus testing facility, and
  - b. It has received a copy of the test report prepared for that new bus or new bus model.
3. It will ensure that the new bus or new bus model that is tested has met the performance standards consistent with those regulations, including the:
  - a. Performance standards for:
    - (1) Maintainability,
    - (2) Reliability,
    - (3) Performance (including braking performance),
    - (4) Structural integrity,
    - (5) Fuel economy,
    - (6) Emissions, and
    - (7) Noise, and
  - b. Minimum safety performance standards established under 49 U.S.C. § 5329, when issued.
4. It will ensure that the new bus or new bus model that is tested has received a passing aggregate test score under the “Pass/Fail” standard established by regulation.

### **CATEGORY 05. DEMAND RESPONSIVE SERVICE.**

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*Before FTA may provide federal assistance to a public entity that operates demand responsive service for an Award to acquire a non-rail vehicle that is not accessible, you must select the Demand Responsive Service Certifications in Category 05, except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 05 that does not apply will not be enforced.*

As required by U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR part 37, specifically 49 CFR § 37.77(d), on behalf of your Applicant, you certify that:

1. Your Applicant offers public transportation services equivalent in level and quality of service to:
  - a. Individuals with disabilities, including individuals who use wheelchairs, and
  - b. Individuals without disabilities.
2. Viewed in its entirety, your Applicant’s service for individuals with disabilities is:
  - a. Provided in the most integrated setting feasible, and
  - b. Equivalent to the service it offers individuals without disabilities with respect to:
    - (1) Response time,
    - (2) Fares,
    - (3) Geographic service area,
    - (4) Hours and days of service,
    - (5) Restrictions on priorities based on trip purpose,
    - (6) Availability of information and reservation capability, and
    - (7) Constraints on capacity or service availability.

### **CATEGORY 06. INTELLIGENT TRANSPORTATION SYSTEMS.**

*Before FTA may provide federal assistance for an Award in support of an Intelligent Transportation System (ITS), you must select the Intelligent Transportation Systems Assurances in Category 06, except as FTA determines otherwise in writing.*

*Any provision of the Assurances in Category 06 that does not apply will not be enforced.*

On behalf of your Applicant, you and your Applicant:

1. Understand that, as used in this Assurance, the term Intelligent Transportation System is defined to include technologies or systems of technologies that provide or significantly contribute to the provision of one or more Intelligent Transportation System (ITS) user services as defined in the “National ITS Architecture.”
2. Assure that, as provided in 23 U.S.C. § 517(d), any Award that includes an ITS or related activity financed with appropriations made available from the Highway Trust Fund, including amounts made available to deploy ITS facilities or equipment, will conform to the appropriate regional ITS architecture, applicable standards, and protocols developed under 23 U.S.C. § 517(a) or (c), unless it obtains a waiver as provided in 23 U.S.C. § 517(d)(2).

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### CATEGORY 07. INTEREST AND FINANCING COSTS AND ACQUISITION OF CAPITAL ASSETS BY LEASE.

*Before FTA may award federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support the interest, financing, or leasing costs of any Award financed under the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, any program to which the requirements of 49 U.S.C. § 5307 apply, or any other program as FTA may specify, you must select the Certifications in Category 07, except as FTA may determine otherwise in writing.*

*Any provision of the Certifications and Assurances in Category 07 that does not apply will not be enforced.*

#### **07.A. Interest and Financing Costs.**

*If your Applicant intends to use federal assistance to support the interest or any other financing costs for an Award financed under the Urbanized Area Formula Grants Program, the Fixed Guideway Capital Investment Grants Program, the New Starts, Small Starts, and Core Capacity Programs, any program that must comply with the requirements of 49 U.S.C. § 5307, or any other program as FTA may specify, the Interest and Financing Costs Certifications in Category 07.A apply to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify that:

1. It will not seek reimbursement for interest or any other financing costs unless:
  - a. It is eligible to receive federal assistance for those costs, and
  - b. Its records demonstrate that it has shown reasonable diligence in seeking the most favorable financing terms, as FTA may require.
2. It will comply with the same favorable financing cost provisions for Awards financed under:
  - a. The Urbanized Area Formula Grants Program,
  - b. A Full Funding Grant Agreement,
  - c. An Early Systems Work Agreement,
  - d. The Fixed Guideway Capital Investment Program financed by previous FTA enabling legislation,
  - e. Any program that must comply with the requirements of 49 U.S.C. § 5307, or
  - f. Any other program as FTA may specify.

#### **07.B. Acquisition of Capital Assets by Lease.**

*If your Applicant seeks federal assistance from FTA to acquire capital assets (other than rolling stock or related equipment) through a lease, the Acquisition of Capital Assets by Lease Certifications and Assurances in Category 07.B apply to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify and assure that, as required by FTA regulations, “Capital Leases,” 49 CFR part 639, to the extent consistent with the FAST Act. If your



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Applicant acquires any capital asset (other than rolling stock or related equipment) through a lease financed with federal assistance appropriated or made available under 49 U.S.C. chapter 53, it will not enter into a capital lease for which FTA can provide only incremental federal assistance unless it has adequate financial resources to meet its future lease obligations if federal assistance is not available.

### **CATEGORY 08. TRANSIT ASSET MANAGEMENT PLAN, PUBLIC TRANSPORTATION AGENCY SAFETY PLAN, AND STATE SAFETY OVERSIGHT REQUIREMENTS.**

*Before FTA may provide federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support an Award, you must select the Certifications in Category 08, except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 08 that does not apply will not be enforced.*

#### **08.A. Transit Asset Management Plan.**

*If your Applicant applies for funding appropriated or made available for 49 U.S.C. chapter 53, the Transit Asset Management Certifications in Category 08.A apply to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify that it and each of its Subrecipients will:

1. Comply with FTA regulations, "Transit Asset Management," 49 CFR part 625, and
2. Follow federal guidance that will implement the regulations at 49 CFR part 625.

#### **08.B. Public Transportation Safety Program.**

*If your Applicant applies for funding under 49 U.S.C. chapter 53 and it is a State, local government authority, or any other operator of a public transportation system, the particular provisions under the Public Transportation Safety Program in Category 08.B apply to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify that it will comply with applicable regulations, and follow federal guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

#### **08.C. State Safety Oversight Requirements.**

*If your Applicant applies for funding under 49 U.S.C. chapter 53 and is in a state with a rail fixed guideway public transportation system, Category 08.C applies to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, if it is a state and has a rail fixed guideway public transportation system, you certify that:

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1. The Applicant will comply with FTA regulations, “State Safety Oversight,” 49 CFR part 659, until the Applicant has a certified State Safety Oversight Program under the regulations at 49 CFR part 674.
2. For those Applicants that do have a certified State Safety Oversight Program, the Applicant will comply with the regulations at 49 CFR part 674.
3. For those Applicants that do not have a certified State Safety Oversight Program, the Applicant will make progress towards meeting the April 15, 2019, State Safety Oversight Program certification deadline.

### **CATEGORY 09. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.**

*If your Applicant must comply with the alcohol and controlled substance testing requirements of 49 U.S.C. § 5331 and its implementing regulations, before FTA may provide federal assistance for an Award, you must select the Certifications in Category 09, except as FTA may determine otherwise in writing.*

*Any provision of the Certifications in Category 09 that does not apply will not be enforced.*

As required by 49 U.S.C. § 5331, and FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 CFR part 655, subpart I, specifically 49 CFR § 655.83, on behalf of your Applicant, including an Applicant that is a state, and on behalf of its Subrecipients and Third Party Contractors, you certify that:

1. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have established and implemented:
  - a. An alcohol misuse testing program, and
  - b. A controlled substance testing program.
2. Your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. § 5331.
3. Consistent with U.S. DOT Office of Drug and Alcohol Policy and Compliance Notice, issued October 22, 2009, if your Applicant, its Subrecipients, or its Third Party Contractors to which these testing requirements apply reside in a state that permits marijuana use for medical or recreational purposes, your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with the federal controlled substance testing requirements of 49 CFR part 655.

### **CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS PROGRAM (NEW STARTS, SMALL STARTS, AND CORE CAPACITY IMPROVEMENT).**

*Before FTA may provide federal assistance for an Award financed under the New Starts, Small Starts, or Core Capacity Improvement Program authorized under 49 U.S.C. § 5309, you must select the Certifications in Category 10, except as FTA may determine otherwise in writing.*

*Any provision of the Certifications in Category 10 that does not apply will not be enforced.*

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Except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625,
4. It will comply with:
  - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
  - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304, and
5. It will comply with FTA guidance, “Final Interim Policy Guidance, Federal Transit Administration Capital Investment Grant Program,” June 2016.

### **CATEGORY 11. STATE OF GOOD REPAIR PROGRAM.**

*Before FTA may provide federal assistance for an Award financed under the State of Good Repair Program authorized under 49 U.S.C. § 5337, you must select the Certifications in Category 11, except as FTA determines otherwise in writing.*

*Any provision of the Assurance in Category 11 that does not apply will not be enforced.*

On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award,
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the Applicant’s transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625, and
4. It will comply with:
  - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
  - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

### **CATEGORY 12. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS**

*Before FTA may provide federal assistance for an Award under the Buses and Bus Facilities Program authorized under 49 U.S.C. § 5339, as amended by the FAST Act, which authorizes grants for formula and competitive Bus and Bus Facilities and Low or No Emission buses or an award under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d)(5), you must select the Certifications in Category 12, except as FTA determines otherwise in writing.*

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*Any provision of the Certifications in Category 12 that does not apply will not be enforced.*

### **12.A. Grants for Buses and Bus Facilities Program**

*The following Certifications for the Grants for Buses and Bus Facilities Program and Low or No Emission Buses are required by 49 U.S.C. § 5339, as amended by the FAST Act, which provides that the requirements of 49 U.S.C. § 5307 shall apply to Recipients of grants made in urbanized areas and under the Low or No Emission Bus Program, 49 U.S.C. § 5339(c) The requirements of 49 U.S.C. § 5311 shall apply to Recipients of Bus and Bus Facilities grants made in rural areas. Therefore:*

1. If your Applicant is in an urbanized area, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
  - a. It 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. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
  - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
  - d. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5339 during non-peak hours for transportation, Applicants in an urbanized area will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
    - (1) Any senior,
    - (2) Any 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), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
    - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq.*, and
    - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*
  - e. When carrying out a procurement under 49 U.S.C. § 5339, it will comply with:
    - (1) The applicable general provisions of 49 U.S.C. § 5323, and
    - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
  - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
  - g. As required by 49 U.S.C. § 5307(d):
    - (1) It has or will have the amount of funds required for the non-federal share,
    - (2) It will provide the non-federal share from sources approved by FTA, and
    - (3) It will provide the non-federal share when needed.
  - h. It will comply with:
    - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and

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- (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
- i. It has a locally developed process to solicit and consider public comment before:
  - (1) Raising a fare, or
  - (2) Implementing a major reduction of public transportation service.
- j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.
2. Except as FTA determines otherwise in writing, if your Applicant is in a rural area, you certify, on behalf of your Applicant, that:
  - a. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
  - b. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
  - c. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
  - d. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
  - e. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service with transportation service financed by other federal sources.
  - f. Its Awards and Subawards in its Formula Grants for the Rural Areas Program are included in:
    - (1) The statewide transportation improvement program, and
    - (2) To the extent applicable, a metropolitan transportation improvement program.
  - g. With respect to the non-federal share:
    - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5311(g),
    - (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
    - (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
  - h. It may transfer a facility or equipment acquired or improved under its Award to any other entity eligible to receive assistance under 49 U.S.C. chapter 53, if:
    - (1) The Recipient possessing the facility or equipment consents to the transfer, and
    - (2) The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.

### **12.B. Low or No Emission Vehicle Deployment.**

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*If your Applicant seeks federal assistance from FTA for an Award financed under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d)(5), the Certifications and Assurances in Category 12.B apply to your Applicant, except as FTA determines otherwise in writing.*

Former section 5312(d)(5)(C)(i) of title 49, United States Code, requires the following Certifications for Low or No Emission Vehicle Deployment Program before awarding federal assistance appropriated or made available under MAP-21. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. When using or involving a facility or equipment acquired or improved with federal assistance under former 49 U.S.C. § 5312(d)(5) during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour to the following individuals:
  - a. Any senior,
  - b. Any individual who, because of illness, injury, age, a congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or who has semi-ambulatory capability) and is unable to use a public transportation service or a public transportation facility effectively without special facilities, special planning, or special design,
  - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq.*, and
  - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*
5. When carrying out a procurement under this Program, it will comply with:
  - a. The applicable general provisions of 49 U.S.C. § 5323, and
  - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
  - a. It has informed or will inform the public of the amounts of its federal assistance available under this Program,
  - b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities to be financed,
  - c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Projects and its performance as an Applicant,
  - d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
  - e. It has assured or will assure that its proposed Program of Projects provides for coordination of public transportation services assisted under 49 U.S.C. § 5336, as

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- amended by the FAST Act, with federally assisted transportation services supported by other federal sources,
- f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
  - g. It has made or will make the final list of Projects for which an Award is sought available to the public.
7. With respect to the non-federal share:
    - a. It has or will have the amount of funds required for the non-federal share,
    - b. It will provide the non-federal share from sources approved by FTA, and
    - c. It will provide the non-federal share when needed.
  8. It will comply with:
    - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
    - b. The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
  9. It has a locally developed process to solicit and consider public comment before:
    - a. Raising a fare, or
    - b. Implementing a major reduction of public transportation service.
  10. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

### **CATEGORY 13. URBANIZED AREA FORMULA GRANTS PROGRAMS AND PASSENGER FERRY GRANT PROGRAM.**

*Before FTA may provide federal assistance for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, which authorizes federal assistance for Job Access and Reverse Commute (JARC) activities, and the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), you must select the Certifications in Category 13, except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 13 that does not apply will not be enforced.*

#### **13.A. Urbanized Area Formula Grants Program under the FAST Act.**

*If your Applicant seeks federal assistance from FTA for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, the Certifications in Category 13.A apply to your Applicant, except as FTA determines otherwise in writing.*

The following Certifications for the Urbanized Area Formula Grants Program under 49 U.S.C. § 5307, as amended by the FAST Act, are required by 49 U.S.C. § 5307(c)(1). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

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3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625,
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307 during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
  - a. Any senior,
  - b. Any 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), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
  - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq.*, and
  - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*
5. When carrying out a procurement under 49 U.S.C. § 5307, it will comply with:
  - a. The applicable general provisions of 49 U.S.C. § 5323, and
  - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
  - a. It has made or will make available to the public information on the amounts of federal assistance available to it under 49 U.S.C. § 5307,
  - b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities for which federal assistance is sought,
  - c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on its proposed Program of Projects and its performance as an Applicant or Recipient,
  - d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
  - e. It has ensured or will ensure that its proposed Program of Projects provides for coordination of transportation services financed by FTA under 49 U.S.C. § 5336, as amended by the FAST Act, with transportation services supported by other Federal Government sources,
  - f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
  - g. It has made or will make its final Program of Projects available to the public.
7. As required by 49 U.S.C. § 5307(d):
  - a. It has or will have the amount of funds required for the non-federal share,
  - b. It will provide the non-federal share from sources approved by FTA, and
  - c. It will provide the non-federal share when needed.
8. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
  - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and



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- b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
9. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
  - a. Raising a fare, or
  - b. Implementing a major reduction of public transportation.
10. Each fiscal year:
  - a. It will assure that at least one (1) percent of the amount of federal assistance under 49 U.S.C. § 5307 apportioned to its urbanized area must be expended for Public Transportation Security activities as described in 49 U.S.C. § 5307(c)(1)(J)(i) including:
    - (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
    - (2) Increased camera surveillance of an area in or adjacent to that system,
    - (3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
    - (4) Any other activity intended to increase the security and safety of an existing or planned public transportation system, or
  - b. The Designated Recipients in its urbanized area certify that such expenditures for Public Transportation Security activities are not necessary.
11. If it serves an urbanized area with a population of at least 200,000 individuals, as determined by the Bureau of the Census:
  - a. It will provide a report by the end of the fourth quarter of the preceding federal fiscal year that lists projects carried out in the preceding fiscal year under this section for associated transit improvements as defined in 49 U.S.C. § 5302, and
  - b. The report of its Associated Transit Improvements or related activities is or will be incorporated by reference and made part of its Certifications and Assurances.
12. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

### **13.B. Passenger Ferry Grant Program.**

*If your Applicant seeks federal assistance from FTA for an Award financed under the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), as amended by the FAST Act, the Certifications in Category 13.B apply to your Applicant, except as FTA determines otherwise in writing.*

The following Certifications for the Passenger Ferry Grant Program are required by 49 U.S.C. § 5307(c)(1) or (h). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

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3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307(h) during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
  - a. Any senior,
  - b. Any 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), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
  - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq.*, and
  - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*
5. When carrying out a procurement under 49 U.S.C. § 5307(h), it will comply with:
  - a. The applicable general provisions of 49 U.S.C. § 5323, and
  - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. As required by 49 U.S.C. § 5307(d):
  - a. It has or will have the amount of funds required for the non-federal share,
  - b. It will provide the non-federal share from sources approved by FTA, and
  - c. It will provide the non-federal share when needed.
7. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
  - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
  - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
8. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
  - a. Raising a fare, or
  - b. Implementing a major reduction of public transportation service.
9. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

### **CATEGORY 14. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.**

*Before FTA may provide federal assistance for an Award financed under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized under 49 U.S.C. § 5310, as amended by the FAST Act, or the Pilot Program for Innovative Coordinated Access and Mobility under Section 3006(b) of the FAST Act, you must select the Certifications in Category 14, except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 14 that does not apply will not be enforced.*

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1. The following Certifications for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program are required by 49 U.S.C. § 5310. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
  - a. Each Subrecipient is:
    - (1) A private nonprofit organization, or
    - (2) A state or local governmental authority that:
      - (a) Is approved by a state to coordinate services for seniors and individuals with disabilities, or
      - (b) Certifies that there are no private nonprofit organizations readily available in the area to provide the services authorized for support under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program.
  - b. Your Applicant will comply with the following selection and planning requirements:
    - (1) The Projects it has selected or will select for an Award or Subaward of federal assistance appropriated or made available under 49 U.S.C. § 5310 are included in a public transit-human services transportation plan that has been:
      - (a) Locally developed, and
      - (b) Coordinated.
    - (2) The public transit-human services transportation plan was developed and approved through a process that included participation by:
      - (a) Seniors,
      - (b) Individuals with disabilities,
      - (c) Representatives of public, private, and nonprofit transportation providers,
      - (d) Representatives of public, private, and nonprofit human services providers, and
      - (e) Other members of the public.
    - (3) Within its Award, the Projects selected to receive federal assistance will assist in providing transportation services for seniors and individuals with disabilities are included in its Program of Projects submitted to FTA annually.
    - (4) To the maximum extent feasible, the services financed by 49 U.S.C. § 5310 will be coordinated with transportation services financed by other federal departments and agencies, including any transportation activities carried out by a Recipient of federal assistance from the Department of Health and Human Services.
  - c. As required by 49 U.S.C. § 5310(e)(2)(B), it certifies that if it allocates federal assistance received under 49 U.S.C. § 5310 to any Subrecipient, it will have allocated that federal assistance on a fair and equitable basis.
  - d. It will not transfer a facility or equipment acquired or improved with federal assistance appropriated or made available for a grant under 49 U.S.C. § 5310 to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, unless:
    - (1) The Recipient possessing the facility or equipment consents to the transfer, and
    - (2) The facility or equipment will continue to be used as required under 49 U.S.C. § 5310.
  - e. As required by 49 U.S.C. § 5310(b)(2), it will use at least fifty-five (55) percent of the federal assistance it receives for Capital Projects to meet the special needs of seniors and individuals with disabilities.

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- f. The requirements of 49 U.S.C. § 5307, as determined by FTA, will apply to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized by 49 U.S.C. § 5310.
2. FTA has determined that certain requirements of 49 U.S.C. § 5307 are appropriate for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, some of which require Certifications. Therefore, as specified under 49 U.S.C. § 5307(c)(1), your Applicant certifies that:
  - a. It has or will have and will require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
  - b. It has or will have and will require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award or Subaward.
  - c. It will maintain and will require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award or Subaward, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
  - d. When carrying out a procurement under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, it will require each Subrecipient to comply with:
    - (1) The applicable general provisions of 49 U.S.C. § 5323, and
    - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
  - e. With respect to the non-federal share:
    - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5310,
    - (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
    - (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
  - f. It has complied or will comply and will require each Subrecipient to comply with:
    - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
    - (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
  - g. To the extent applicable, it will and will require its Subrecipients to comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

### **CATEGORY 15. RURAL AREAS AND APPALACHIAN DEVELOPMENT PROGRAMS.**

*Before FTA may provide federal assistance for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311(b), as amended by FAST Act, and the Appalachian Development Public Transportation Assistance Program authorized under*

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*49 U.S.C. § 5311(c)(2), as amended by FAST Act, you must select the Certifications in Category 15, except as FTA determines otherwise in writing.*

*Any provision of the Certifications and Assurances in Category 15 that does not apply will not be enforced.*

### **15.A. Formula Grants for Rural Areas Program.**

*If your Applicant seeks federal assistance from FTA for an Award financed under the Formula Grants for the Rural Areas Program authorized under 49 U.S.C. § 5311, the Certifications in Category 15.A apply to your Applicant, except as FTA determines otherwise in writing.*

The following Certifications apply to each state or state organization serving as your Applicant for federal assistance appropriated or made available for the Rural Areas Formula Program financed under 49 U.S.C. § 5311(b), as amended by FAST Act. On its behalf, you certify and assure that:

1. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. It will and will require each Subrecipient to comply with applicable regulations and guidance that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.
5. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
6. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service authorized by 49 U.S.C. § 5311(b) with transportation service financed by other federal sources.
7. Its Awards and Subawards in its Formula Grants for the Rural Areas Program are included in:
  - a. The statewide transportation improvement program, and
  - b. To the extent applicable, a metropolitan transportation improvement program.
8. With respect to the non-federal share:
  - a. It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by former 49 U.S.C. § 5311(g),
  - b. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
  - c. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.

## FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

9. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
  - a. The Recipient possessing the facility or equipment consents to the transfer, and
  - b. The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.
10. Each fiscal year:
  - a. It will spend at least fifteen (15) percent of its federal assistance authorized under 49 U.S.C. § 5311 and available that fiscal year for eligible activities to develop and support intercity bus transportation within the state including:
    - (1) Planning and marketing for intercity bus transportation,
    - (2) Capital grants for intercity bus facilities.
  - b. If it will spend less than fifteen (15) percent of its federal assistance authorized under 49 U.S.C. § 5311 and available that fiscal year for eligible activities to develop and support intercity bus transportation within the state, it will provide to FTA a Certification from the governor of the state that:
    - (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the state, and
    - (2) The state's intercity bus service needs are being met adequately.

### **15.B. Appalachian Development Public Transportation Assistance Program.**

*If your Applicant seeks federal assistance from FTA for an Award financed under the Appalachian Development Public Transportation Assistance Program authorized under 49 U.S.C. § 5311(c)(2), the Certifications in Category 15.B apply to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify and assure that, if it is unable to use its federal assistance made available or appropriated for public transportation operating assistance, in accordance with 49 U.S.C. § 5311(c)(2)(D), it may use the federal assistance for a Highway Project only after:

1. It provides notice and an opportunity for comment and appeal to affected public transportation providers,
2. It approves such use in writing, and
3. In approving the use, it determines that local transit needs are being addressed.

### **CATEGORY 16. TRIBAL TRANSIT PROGRAMS (PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS PROGRAMS).**

*Before FTA may provide federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), you must select the Certifications in Category 16, except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 16 that does not apply will not be enforced.*

## FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

FTA has established terms and conditions for Tribal Transit Program grants financed with federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). On behalf of your Applicant, you certify and assure that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
4. With respect to its procurement system:
  - a. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, for Awards made on or after December 26, 2014,
  - b. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
  - c. It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
5. It will comply with the Certifications, Assurances, and Agreements in:
  - a. Category 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
  - b. Category 04.A and 04.B (Rolling Stock Reviews and Bus Testing),
  - c. Category 05 (Demand Responsive Service),
  - d. Category 06 (Intelligent Transportation Systems),
  - e. Category 08.A and 08.B (Transit Asset Management Plan and Public Transportation Safety Program), and
  - f. Category 09 (Alcohol and Controlled Substances Testing).

### **CATEGORY 17. STATE SAFETY OVERSIGHT GRANT PROGRAM.**

*Before FTA may provide federal assistance for an Award financed under the State Safety Oversight Grant Program authorized under 49 U.S.C. § 5329(e)(6), you must select the Certifications in Category 17, except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 17 that does not apply will not be enforced.*

On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

## **FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES**

2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625.
4. When carrying out a procurement under its Award, it will comply with:
  - a. The applicable general provisions of 49 U.S.C. § 5323, and
  - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
5. As required by 49 U.S.C. § 5329(e)(6)(C):
  - a. It has or will have the amount of funds required for the non-federal share,
  - b. It will provide the non-federal share only from sources approved by FTA, and will not be met by:
    - (1) Any federal assistance,
    - (2) Any funds received from a public transportation agency, or
    - (3) Any revenues earned by a public transportation agency, and
  - c. Will provide the non-federal share when needed.
6. Depending on how far your Applicant has progressed in developing a certified State Safety Oversight program under 49 CFR part 674, the following FTA regulations will apply:
  - a. States With a Certified Program. Your Applicant agrees that FTA regulations, “State Safety Oversight,” 49 CFR part 674, will apply;
  - b. States Without a Certified Program. Your Applicant agrees that FTA regulations, “Rail Fixed Guideway Systems; State Safety Oversight,” 49 CFR part 659, will continue to apply to those states that do not have a certified Program as required by 49 U.S.C. § 5329(e) and 49 CFR part 674.

### **CATEGORY 18. PUBLIC TRANSPORTATION EMERGENCY RELIEF PROGRAM.**

*Before FTA may provide federal assistance for an Award financed under the Public Transportation Emergency Relief Program authorized under 49 U.S.C. § 5324, you must select the Certifications in Category 18, except as FTA determines otherwise in writing.*

*Any provision of the Assurance in Category 18 that does not apply will not be enforced.*

As required by 49 U.S.C. § 5324(d), on behalf of your Applicant, you assure that it will:

1. Comply with the requirements of the Certifications and Assurances as FTA determines will apply to an Applicant for federal assistance appropriated or made available for the Public Transportation Emergency Relief Program, and
2. Comply with FTA regulations, “Emergency Relief,” 49 CFR part 602.

### **CATEGORY 19. EXPEDITED PROJECT DELIVERY PILOT PROGRAM.**

*Before FTA may provide federal assistance for an Award financed under the Expedited Project Delivery Pilot Program authorized under section 3005(b) of the FAST Act, you must select the Certifications in Category 19, except as FTA determines otherwise in writing.*



## FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

*To the extent that any Certification in Category 19 does not apply, it will not be enforced.*

As required by section 3005(b)(3)(B) of the FAST Act, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625.
4. It will comply with:
  - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
  - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

### **CATEGORY 20. INFRASTRUCTURE FINANCE PROGRAMS.**

*Before FTA may provide credit assistance for an Award that also is or will be financed under the Transportation Infrastructure Finance and Innovation Act (TIFIA) Program authorized under 23 U.S.C. §§ 601 – 609, or the State Infrastructure Banks (SIB) Program authorized under 23 U.S.C. § 610, you must select the Certifications in Category 20.*

*If the Applicant does not receive credit assistance under the TIFIA or SIB programs, the Certifications and Assurances in Category 20 will not be enforced.*

#### **20.A. Transportation Infrastructure Finance and Innovation Act (TIFIA) Program.**

*If your Applicant seeks federal assistance from FTA for an Award that also is or will be financed under the TIFIA Program authorized under 23 U.S.C. §§ 601 – 609 the Certifications and Assurances in Category 20.A apply to your Applicant. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.*

On behalf of your Applicant, you certify and assure, as required by 49 U.S.C. § 5323(o), that federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, apply to any Project under 49 U.S.C. chapter 53 that receives TIFIA credit assistance under 23 U.S.C. §§ 601 – 609.

1. To comply with 49 U.S.C. §5307, specifically 49 U.S.C. § 5307(c)(1), on your Applicant’s behalf, you certify that:
  - a. It 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. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.

## FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

- c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
  - d. For transportation during non-peak hours and using or involving a facility or equipment of an Award financed using 49 U.S.C. § 5307 funds, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
    - (1) Any senior,
    - (2) Any individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
    - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq.*, and
    - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*
  - e. When carrying out a TIFIA-financed procurement, the Applicant will comply with:
    - (1) The applicable provisions of 49 U.S.C. § 5323, and
    - (2) The applicable provisions of 49 U.S.C. § 5325.
  - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
  - g.
    - (1) It has or will have no more than 80 percent of the Total Award Budget as the sum of all federal grants and any TIFIA-financed awards,
    - (2) It will provide the non-federal share from sources approved by FTA, and
    - (3) It will provide the non-federal share when needed.
  - h. It will comply with:
    - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
    - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
  - i. It has a locally developed process to solicit and consider public comment before:
    - (1) Raising a fare, or
    - (2) Implementing a major reduction of public transportation.
  - j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.
2. To comply with the interest and financing costs restrictions of 49 U.S.C. chapter 53, it agrees that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award that must be in compliance with those requirements unless:
    - a. It is eligible to receive federal assistance for those expenses, and
    - b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.
  3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*).
  4. Pursuant to the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. § 5321 *et seq.*, the Project will qualify for an environmental categorical exclusion or receive a finding of no significant impact or a record of decision under NEPA before the Applicant undertakes activities for which it expects to receive federal assistance.

## FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

5. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. § 5326(d).

### **20.B. State Infrastructure Banks (SIB) Program.**

*If your Applicant is a state and seeks federal assistance from FTA for a project that also is or will be financed under the SIB Program authorized under 23 U.S.C. § 610, the Certifications and Assurances in Category 20.B apply to your state and its Award, except as the Secretary determines in writing. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.*

On behalf of the state Applicant for federal assistance for its SIB Program, you certify and assure that:

1. It will comply with the following applicable federal laws establishing the various SIB Programs since 1995:
  - a. 23 U.S.C. § 610,
  - b. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or
  - c. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181.
2. It will comply with or follow the Grant Agreement between it and FTA that provides federal assistance to the SIB, including the FTA Master Agreement, which is incorporated by reference into the Grant Agreement, except that, unless FTA determines otherwise in writing, a provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of:
  - a. 23 U.S.C. § 610, as amended by the FAST Act,
  - b. 23 U.S.C. § 610 or its predecessor before the FAST Act was signed into law,
  - c. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181 note,
  - d. Federal guidance pertaining to the SIB Program,
  - e. The SIB Cooperative Agreement establishing the state's SIB Program,
  - f. The Grant Agreement with FTA.
3. As required by 49 U.S.C. § 5323(o), federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, as amended by the FAST Act, apply to any Award under 49 U.S.C. chapter 53 that receives SIB support or financing under title 23, United States Code.
4. As required by 49 U.S.C. § 5323(o) and 49 U.S.C. § 5307(c)(1):
  - a. It 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. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
  - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
  - d. When using or involving a facility or equipment acquired or improved with federal assistance under a SIB-financed Award during non-peak hours for transportation, it will

## FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

- charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
- (1) Any senior,
  - (2) Any 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), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
  - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq.*, and
  - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*
- e. When carrying out a procurement under a SIB-financed Award, it will comply with:
    - (1) The applicable general provisions of 49 U.S.C. § 5323, and
    - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
  - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
  - g. It has or will have or provide:
    - (1) The amount of funds required for the non-federal share by the SIB Program, but not less than twenty-five (25) percent of each capitalization grant,
    - (2) The non-federal share from sources approved by FTA, and
    - (3) The non-federal share when needed.
  - h. It will comply with:
    - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
    - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
  - i. It has a locally developed process to solicit and consider public comment before:
    - (1) Raising a fare, or
    - (2) Implementing a major reduction of public transportation.
  - j. It will comply with applicable regulations, a guidance, and directives that implement the Public Transportation Safety Program provisions of § 5329(b)-(d), except as FTA determines otherwise in writing.
5. As required by 49 U.S.C. chapter 53, it certifies that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award unless:
    - a. It is eligible to receive federal assistance for those expenses, and
    - b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, as FTA may require.
  6. It agrees that it will adopt a transit asset management plan that complies with FTA regulations, "Transit Asset Management," 49 CFR part 625.

### CATEGORY 21. CONSTRUCTION HIRING PREFERENCES.

*Before FTA may provide federal assistance for a third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C. using a geographic, economic, or any other hiring preference not otherwise authorized by federal law or regulation, you must select the*

## **FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES**

*Certifications in Category 21 on behalf of your Applicant, except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 21 that does not apply will not be enforced.*

As provided by section 192 of division L, title I of the Consolidated Appropriations Act, 2017, Public Law No. 114-113, on behalf of your Applicant, you certify that if, in connection with any third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C., it uses a geographic, economic, or any other hiring preference not otherwise authorized by law or prohibited under 2 CFR § 200.319(b):

1. 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 third party contract requires resides in the jurisdiction where the work will be performed,
2. It will include appropriate provisions in its bid document ensuring that its third party contractor(s) do not displace any of its existing employees in order to satisfy such hiring preference, and
3. 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.

Selection and Signature Page(s) follow.

**FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES**

**FEDERAL FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES FOR  
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**

(Signature pages alternative to providing Certifications and Assurances in TrAMS)

Name of Applicant: \_\_\_\_\_

The Applicant agrees to comply with applicable provisions of Categories 01 – 21. \_\_\_\_\_

OR

The Applicant agrees to comply with applicable provisions of the Categories it has selected:

<u>Category</u>	<u>Description</u>	
01.	Required Certifications and Assurances for Each Applicant.	_____
02.	Lobbying.	_____
03.	Private Sector Protections.	_____
04.	Rolling Stock Reviews and Bus Testing.	_____
05.	Demand Responsive Service.	_____
06.	Intelligent Transportation Systems.	_____
07.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	_____
08.	Transit Asset Management Plan, Public Transportation Safety Program, and State Safety Oversight Requirements.	_____
09.	Alcohol and Controlled Substances Testing.	_____
10.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity Improvement).	_____
11.	State of Good Repair Program.	_____
12.	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.	_____
13.	Urbanized Area Formula Grants Programs and Passenger Ferry Grant Program.	_____
14.	Enhanced Mobility of Seniors and Individuals with Disabilities Programs.	_____
15.	Rural Areas and Appalachian Development Programs.	_____
16.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	_____
17.	State Safety Oversight Grant Program.	_____
18.	Public Transportation Emergency Relief Program.	_____
19.	Expedited Project Delivery Pilot Program.	_____
20.	Infrastructure Finance Programs.	_____
21.	Construction Hiring Preferences.	_____

# FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

## FEDERAL FISCAL YEAR 2018 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2018)

### AFFIRMATION OF APPLICANT

Name of the Applicant: \_\_\_\_\_

Name and Relationship of the Authorized Representative: \_\_\_\_\_

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 2018, 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 2018.

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.*



District Five



# Tentative Five-Year Work Program

Fiscal Year 2020 to Fiscal Year 2024







# About the FDOT Work Program

- The FDOT Work Program is a five-year plan that includes:
  - public transit, seaport, airport and rail projects
  - transportation planning, Transportation Systems Management & Operations, engineering and design, right of way acquisition and construction activities
- Includes FDOT projects and local projects with FDOT involvement





# ABOUT WORK PROGRAM

CURRENT ADOPTED



FY 2019



FY 2020



FY 2021



FY 2022



FY 2023

FDOT's current adopted Work Program runs from Fiscal Year (FY) 2019 (which began on July 1, 2018) until FY 2023 (which ends on June 30, 2023).



# ABOUT WORK PROGRAM

TENTATIVE



FY 2020



FY 2021



FY 2022



FY 2023



After the work program is updated by FDOT staff to incorporate changes in needs and costs, and consider changes in project prioritization, it is considered “Tentative” and a public hearing is held.

Then, the Tentative Work Program is submitted to the Florida Legislature for review and then to the Governor for review and signature.



# ABOUT WORK PROGRAM

A D O P T E D

**YEAR  
1**

FY 2020

**YEAR  
2**

FY 2021

**YEAR  
3**

FY 2022

**YEAR  
4**

FY 2023

**YEAR  
5**

FY 2024

After the Governor signs the Work Program, it is considered Adopted and the first year of projects is officially included in the State budget.



# PROGRAM DEVELOPMENT

## Type of Projects:

- Safety & Security
- System Preservation
- Pedestrian & Bicycle
- Multimodal Enhancements
- Operational Improvements
- Capacity Improvements

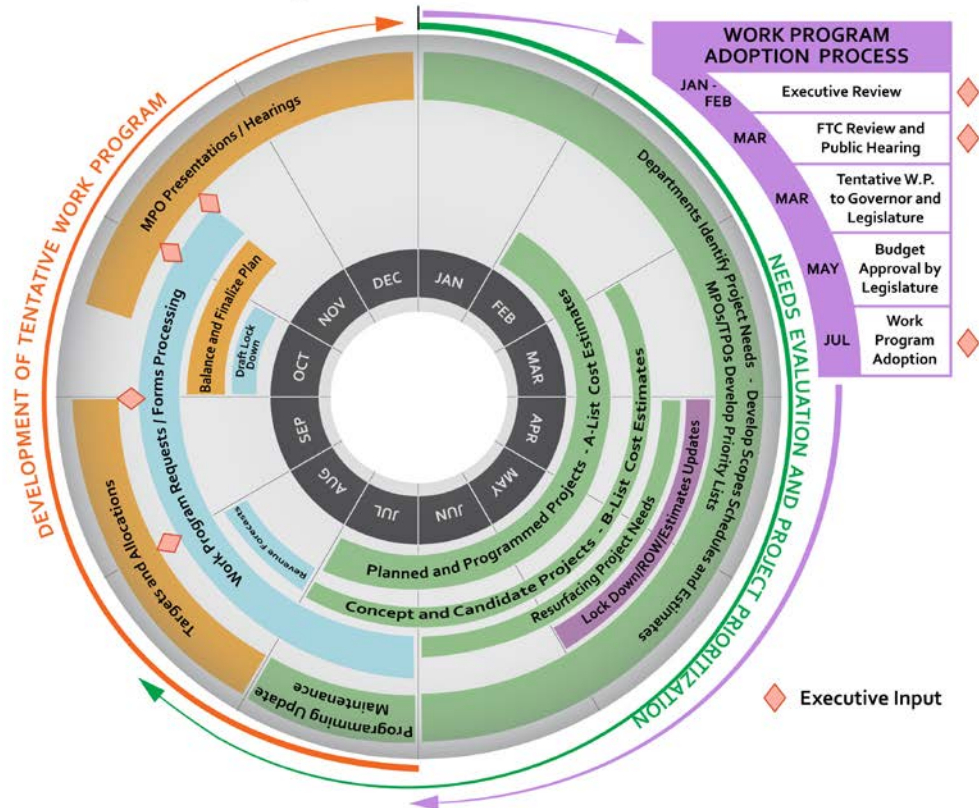
## Based On:

- MPO Priorities
- SIS/FDOT Priorities





# WORK PROGRAM DEVELOPMENT PROCESS



# TOTAL DISTRICT FIVE WORK PROGRAM FUNDING

## The Five-Year Outlook

FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	TOTAL
\$1,648,091,181	\$1,422,814,939	\$1,988,177,150	\$1,160,203,379	\$1,050,656,869	\$7,269,943,518



# WORK PROGRAM FUNDING-

## Impacts to Work Program

### **Right of Way Costs:**

- Real Estate prices up an average of 15% statewide

### **Increased Construction Costs:**

- Price of steel up 30%
- Material and Commodity Costs up approximately 9% overall
- Fabricated bridges up 25%

### **Revenue:**

- Reduced due to growth of fuel-efficient vehicles
- Bills passed in 2018 reduced revenue by \$71.2 million
  - Sales tax, property tax, corporate income tax, doc stamp





District Five



# Project Highlights

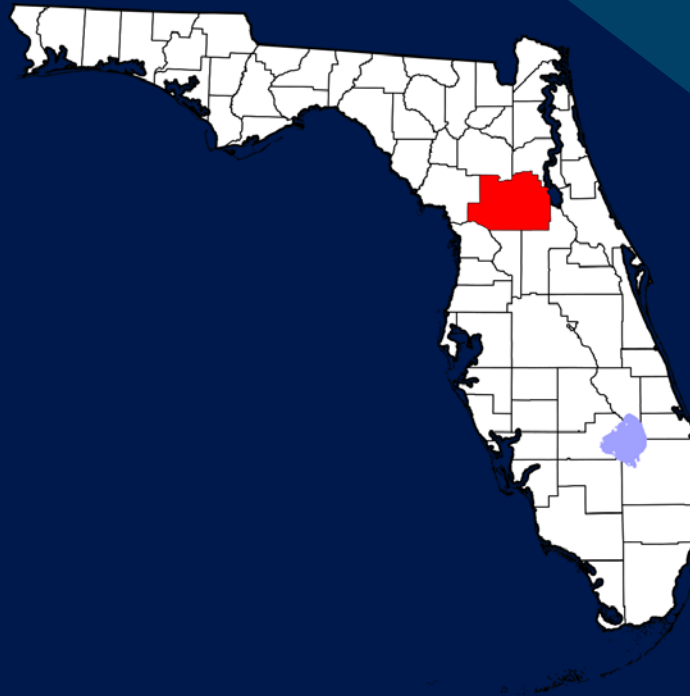


# Safety

## FM# 441366-1:

Access Management-State Road (S.R.) 40  
from SW 27<sup>th</sup> Avenue to Martin Luther King  
Jr. Avenue

- Construction phase added to FY 2021



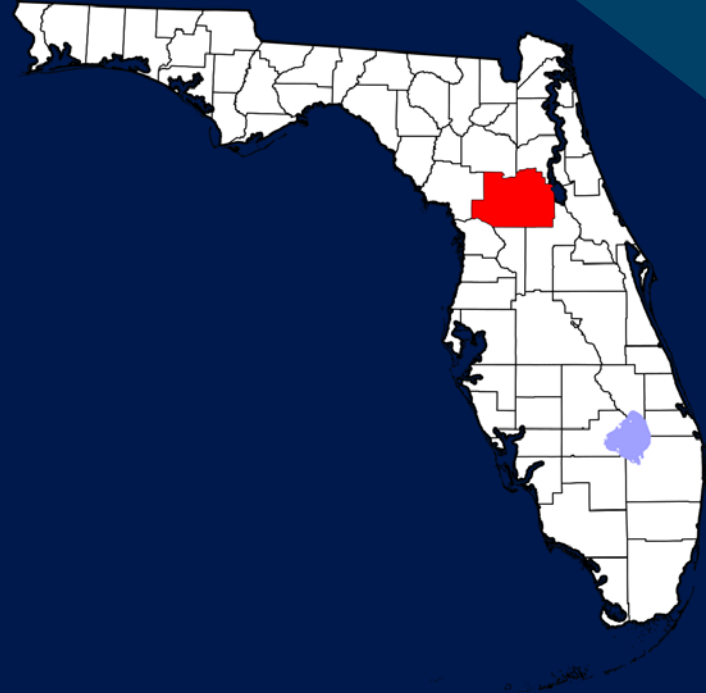


# Preservation

## **FM# 443170-1:**

**Resurfacing-S.R. 93/I-75 from the  
Sumter/Marion County Line to S.R. 200**

- Design phase added to FY 2020
- Construction phase added to FY 2022





# Capacity

## **FM# 410674-2:**

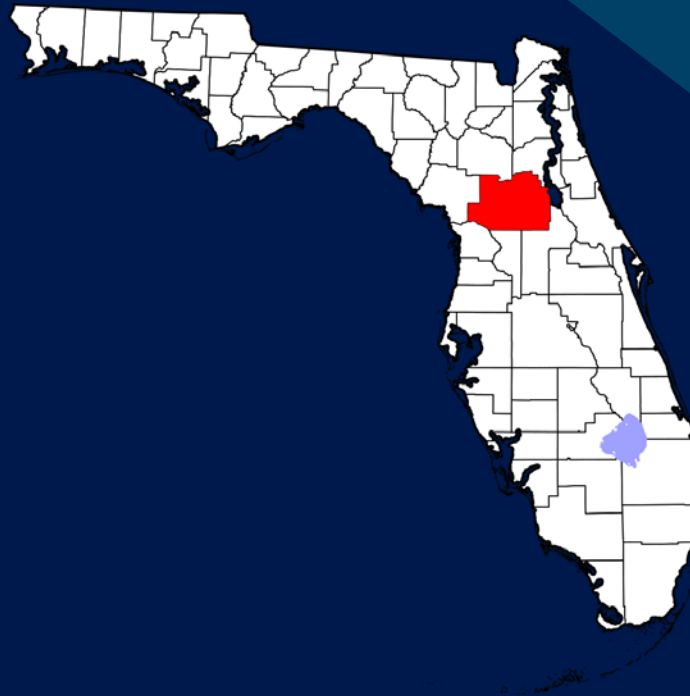
**Widening-S.R. 40 from the end of four (4) lanes to east of County Road (C.R.) 314**

- Construction phase in FY 2020 cost increased from \$119,394,975 to \$132,239,162

## **FM# 238648-1:**

**Widening-S.R. 45/U.S. 41 from SW 110<sup>th</sup> Street to north of S.R. 40**

- Construction phase deferred from FY 2022 to FY 2024



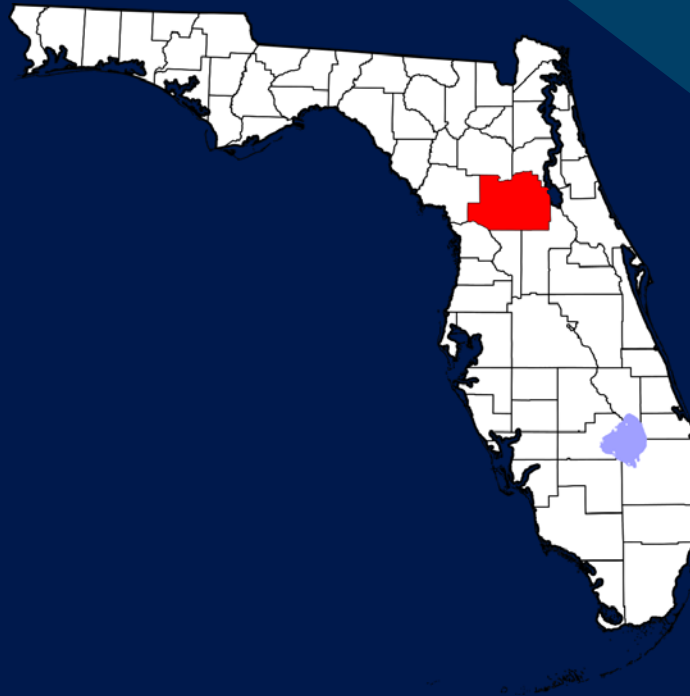


# Capacity

## FM# 435208-1:

Intersection Improvements-S.R. 35 at Foss Road, Robinson Road and S.R. 25

- Design phase deleted from FY 2020





# Landscape

## **FM# 443703-1:**

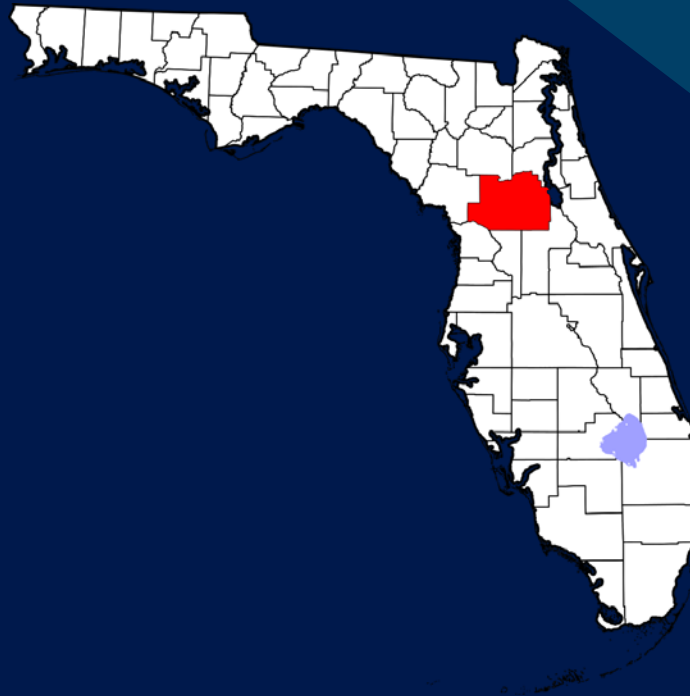
**S.R. 35/SE 58<sup>th</sup> Avenue from County Road (C.R.) 464/SE Maricamp Road to S.R. 40**

- Construction phase added to FY 2022

## **FM# 443730-1:**

**U.S. 301/U.S. 441 Split (the "Y") from just south of the split to just north of the split**

- Construction phase added to FY 2022





# Landscape

## **FM# 444767-1:**

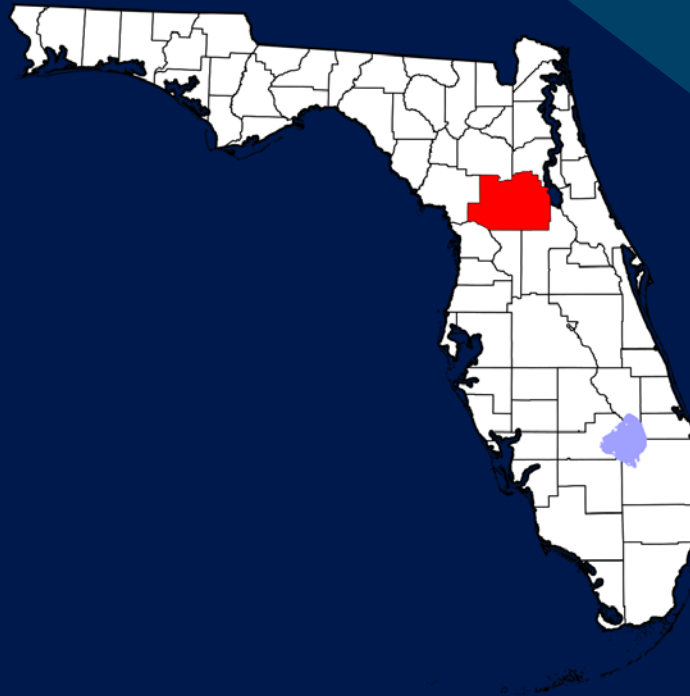
**U.S. 441 slopes at railroad overpass  
between SE 3<sup>rd</sup> Avenue and SE 30<sup>th</sup> Street**

- Construction phase added to FY 2020

## **FM# 437826-1:**

**Various Rest Areas on S.R. 93/I-75**

- Construction phase deferred from FY 2022  
to FY 2024



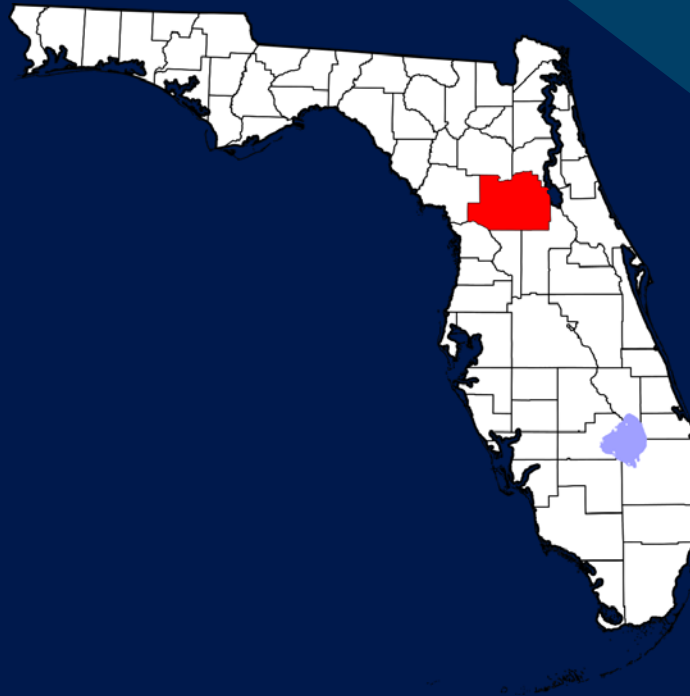


# Bike/Pedestrian

## FM# 435486-1:

**Silver Springs Trail-From the SE 64<sup>th</sup> Avenue Trailhead to Silver Springs State Park**

- Construction phase moved out from FY 2020 to FY 2025





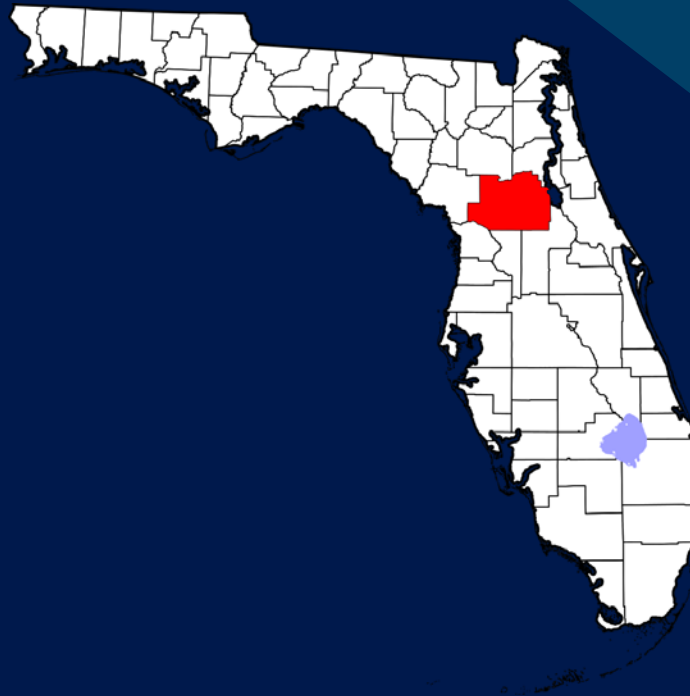


# Miscellaneous

## FM# 438562-1:

Rest Area-S.R. 93/I-75 from north of S.R. 484 to south of S.R. 200

- Construction phase in FY 2023 cost increased from \$25,711,449 to \$40,892,550





# Additions

**Funding for Additions to the Five-Year Work Program: \$38,377,312**

- **Safety: \$504,287**
- **Preservation: \$36,290,930**
- **Landscaping: \$1,582,095**





# Thank You

Loreen Bobo, P.E., Director of Transportation Development

Contact: Vickie Wyche

Phone: 386-943-5185

Email: [Vickie.Wyche@dot.state.fl.us](mailto:Vickie.Wyche@dot.state.fl.us)

[www.D5WPPH.com](http://www.D5WPPH.com)



**January 19, 2019**

**TO: TPO Board Members**

**FROM: Michael Daniels, Director**

**RE: Financial Billing Update**

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To ensure that the Board is kept up to date with our financial and billing activity, at each monthly meeting we will submit a financial report which updates the Board on our expenses and invoicing for the fiscal year.

Should you have any questions regarding these issues prior to the scheduled meeting, please contact me in our office at 629-8297.

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		\$ 28,381.89	\$ 600,814.33	submitted 01/17/2019
DECEMBER				

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

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

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	submitted 01/16/2018
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	submitted 12/07/2018
Invoice #3	Oct 1 - Dec 31		\$ 19,065.37	\$ 54,288.05	waiting on approval of Invoice #2
Invoice #4	Jan 1 - Mar 30				



January 18, 2019

**TO: TPO Board Members**

**FROM: Michael Daniels, Director**

**RE: SPECIFIC CONDITIONS REQUIREMENTS**

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On June 25, 2018, The Florida Department of Transportation issued specific award condition requirements for the Ocala/Marion County TPO's Metropolitan Planning (PL) funding. The reasons for the conditions are due to the timeliness and accuracy of our billing submittals provided in the enclosed letter. The PL funding is outlined in our 2 – year Work Program (UPWP), which is an estimated budget for each of the planning tasks undertaken by the TPO.

On November, 15, 2018, FDOT issued a letter based on the timeliness and accuracy of our submittals that we were no longer required to meet the specific conditions requirements. However the Board does have the option to remain on the specific conditions requirements.

The positives to remain on the conditions requirements is that we have more assistance during the review process from FDOT. The negative is that the conditions require additional submittals and documentation which require additional staff time.

Should you have any questions regarding this issue prior to the scheduled meeting, please contact me in our office at 629-8297.



## *Florida Department of Transportation*

**RICK SCOTT**  
GOVERNOR

719 S. Woodland Boulevard  
DeLand, Florida 32720-6834

**MIKE DEW**  
SECRETARY

June 25, 2018

Mr. Michael Daniels, Director  
Ocala/Marion County Transportation Planning Organization  
201 SE 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
Ocala, Florida 34471

Dear Mr. Daniels:

This letter is to inform you of the Florida Department of Transportation's (Department) growing concern regarding the improper invoicing practices by the Ocala/Marion County Transportation Planning Organization (TPO). The Department received the TPO's first Metropolitan Planning (PL) funding invoice of Fiscal Year 2018, for activities from July 1-to October 31, 2017, on April 9, 2018. Unfortunately, this invoice and was rejected five times for inadequate documentation and ineligible expenditures. The Department approved this invoice for payment on June 21, 2018.

During both the 2017 and 2018 Annual Certifications the Department had recommended the TPO improve the timeliness of their invoices and to verify that expenditures were eligible. In the most recent 2018 Certification the TPO was assigned a level of high risk due to on-going invoicing issues. Due to the nature of the occurrences and to provide technical assistance the Department is notifying the TPO of specific award conditions consistent with 2 CFR 200.207.

The following are the specific conditions requirements:

- 2 CFR 200.207(b)(2): Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance.
  - The TPO shall provide to the Department the written scope for each project within Task 7.0-Special Projects of the TPO's Unified Planning Work Program. The TPO shall notify the Department in writing of the scope. At that time, the Department will set out specific project conditions.
- 2 CFR 200.207(b)(3): Requiring additional, more detailed financial reports.
  - The TPO shall send the Staff Services Agreement to the Department and include with it the analysis that was done for the allocations paid to the City.
- 2 CFR 200.207(b)(4): Requiring additional project monitoring.
  - The TPO shall submit to the Department their bi-weekly timesheets within three days of submitting to the City. Additionally, staff's progress reports shall be submitted for that same time period.
  - The TPO shall submit to the Department their quarterly Transportation Disadvantaged grant invoices.



- 2 CFR 200.207(b)(6): Establishing additional prior approvals.
  - For any purchase requiring a Purchase Order through the City, the TPO shall submit all documentation prior to purchasing, including identifying the grant source under which the purchase will be made.
  - The TPO shall submit all documentation, prior to purchasing, for any purchase that the TPO obtains with a contract.

These conditions are to start with the Fiscal Year 2019 and Fiscal Year 2020 Unified Planning Work Program, or July 1, 2018. Once the TPO has billed at a timely manner without rejection for three consecutive invoice cycles, the Department will remove the additional requirements imposed.

Failure to meet these requirements may result in further action from the Department. The specific conditions outlined above will assist the TPO in meeting the terms and conditions in the Metropolitan Planning Organization Agreement, Agreement Number GOW40, FPN: 439331-2 and the Public Transportation Joint Participation Agreement under Federal Transit Administration's Section 5305(d).

All information set in the specific conditions should be sent to your liaison, Janna Taylor at (386) 943-5426 or [janna.taylor@dot.state.fl.us](mailto:janna.taylor@dot.state.fl.us). The Department stands ready to provide any technical assistance to the TPO if requested. Should you have any questions about the specific conditions above or need assistance please contact Kellie Smith at (386) 943-5427.

Sincerely,



Alison Stettner, AICP  
District 5 Planning and Environmental Management Administrator

Cc:

Mike Shannon, District Secretary, FDOT D5  
Loreen Bobo, Director of Development, FDOT D5  
Carol Scott, Planning Manager, FDOT D5  
Kellie Smith, Government Liaison Administrator, FDOT D5  
Carmen Monroy, Director Office of Policy Planning, FDOT CO  
Mark Reichert, Administrator for Metropolitan Planning, FDOT CO  
Teresa Parker, FHWA  
Robert Sachnin, FTA