



## **CRTPA BOARD**

**MEETING OF MONDAY, FEBRUARY 21, 2022 AT 1:30 PM**

CITY OF TALLAHASSEE COMMISSION CHAMBERS  
300 S. ADAMS STREET  
TALLAHASSEE, FL 32301

### ***MISSION STATEMENT***

*"The mission of the CRTPA is to act as the principal forum for collective transportation policy discussions that results in the development of a long range transportation plan which creates an integrated regional multimodal transportation network that supports sustainable development patterns and promotes economic growth."*

### **FINAL AGENDA**

Citizens wishing to provide input at the CRTPA meeting may:

- (1) Provide comments in person at the meeting. Speakers are requested to limit their comments to three (3) minutes; or
- (2) Submit written comments prior to the meeting at <http://crtpa.org/contact-us/> by providing comments in the "Email Us" portion of the page before 5:00 p.m. on February 20. This will allow time for comments to be provided to CRTPA members in advance of the meeting. Comments submitted after this time (up to the time of the meeting) will be accepted and included in the official record of the meeting; or
- (3) Provide live comments during the meeting virtually by registering before 5:00 p.m. on February 20 at <http://crtpa.org/contact-us/> and noting your desire to provide comments via video in the "Email Us" portion of the page along with the agenda item or issue you wish to discuss. You will be contacted by CRTPA staff and provided with a link to virtually access the meeting and provide your comment during the meeting. Speakers are requested to limit their comments to three (3) minutes.

The public is invited to view the meeting's live broadcast on <https://www.talgov.com/cotnews/wcot.aspx> or Comcast Channel 13 (WCOT-13).

*If you have a disability requiring accommodations, please contact the Capital Region Transportation Planning Agency at (850) 891-8630. The telephone number of the Florida Relay TDD Service is # 711.*

**1. CALL TO ORDER AND ROLL CALL****2. AGENDA MODIFICATIONS****3. PUBLIC COMMENT ON ITEMS NOT APPEARING ON THE AGENDA**

This portion of the agenda is provided to allow for public input on general CRTPA issues that are not included on the meeting's agenda. Speakers are requested to limit their comments to three (3) minutes. See the above for ways to provide public comment at this meeting.

**4. CONSENT AGENDA****A. CRTPA Regionally Significant Roads Map and Fiscal Year (FY) 2024 – FY 2028  
Transportation Regional Incentives Program (TRIP) Project Priority List****B. Memorandum of Understanding (MOU) between CRTPA and StarMetro for Allocation of  
SU Funds****5. CONSENT ITEMS PULLED FOR DISCUSSION****6. ROLL CALL VOTE AGENDA ITEMS****A. FY 2022– FY 2026 Transportation Improvement Program (TIP) Amendment**

The CRTPA FY 2022 – FY 2026 TIP is proposed to be amended to reflect the addition of the following projects:

- SR 61 Thomasville Road from Betton Rd. to Metropolitan Blvd. (Project 448868-1): (Leon County) Provide design funding in FY 22 for the Thomasville Road Multi-use Path.
- Big Bend Transit - Federal Section 5311 American Rescue Plan Act of 2021 (ARPA) Funding - Operating (Project No. 450513-1): (Gadsden County) Provide operating funding in FY 22 for transit services.
- Wakulla County Transit - Federal Section 5311 ARPA Funding – Capital (Project No. 450520-1): (Wakulla County) Provide funding in FY 22 for capital expenses associated with transit services.

*"Public Participation is solicited without regard to race, color, national origin, age, sex, religion, disability, or family status. Persons who require special accommodations under the Americans With Disabilities Act, or persons who require translation services (free of charge) should contact the CRTPA Title VI Coordinator, Suzanne Lex, four days in advance of the meeting at 850-891-8627 ([Suzanne.Lex@crtpa.org](mailto:Suzanne.Lex@crtpa.org)) and for the hearing impaired, telephone 711 or 800-955-8771 (TDY)."*

*"La participación pública se solicita sin distinción de raza, color, nacionalidad, edad, sexo, religión, discapacidad o estado familiar. Las personas que requieran adaptaciones especiales en virtud de la Ley de Americanos con Discapacidades, o las personas que requieran servicios de traducción (sin cargo) deben comunicarse con Suzanne Lex, CRTPA Coordinadora del Título VI, al 850-891-8627 ([Suzanne.lex@crtpa.org](mailto:Suzanne.lex@crtpa.org)) y para las personas con discapacidad auditiva, teléfono 711 o 800-955-8771 (TDY) cuatro días antes de la reunión."*

**7. CRTPA ACTION**

*The public is welcome to comment on any discussion item after a motion has been made and seconded. Each member of the public is provided three (3) minutes to address the CRTPA.*

**A. CRTPA Annual Safety Target Adoption**

This item seeks adoption of the 2022 CRTPA Safety Targets for safety performance measures that must be adopted by February 27.

**8. FLORIDA DEPARTMENT OF TRANSPORTATION REPORT****9. EXECUTIVE DIRECTOR'S REPORT**

A status report on CRTPA activities will be provided.

**10. CRTPA INFORMATION****A. Future Meeting Dates****B. Committee Actions (Citizen's Multimodal Advisory Committee & Technical Advisory Committee)****11. ITEMS FROM CRTPA BOARD MEMBERS**

This portion of the agenda is provided to allow members an opportunity to discuss and request action on items and issues relevant to the CRTPA, as appropriate.

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February 21, 2022

AGENDA ITEM 1

**CALL TO ORDER AND ROLL CALL**



February 21, 2022

## AGENDA ITEM 2

### **AGENDA MODIFICATIONS**



February 21, 2022

### AGENDA ITEM 3

#### **PUBLIC COMMENT ON ITEMS NOT APPEARING ON THE AGENDA**

Comments may be provided in the following manner:

- (1) Provide comments in person at the meeting. Speakers are requested to limit their comments to three (3) minutes; or
- (2) Submit written comments prior to the meeting at <http://crtpa.org/contact-us/> by providing comments in the "Email Us" portion of the page before 5:00 p.m. on February 20. This will allow time for comments to be provided to CRTPA members in advance of the meeting. Comments submitted after this time (up to the time of the meeting) will be accepted and included in the official record of the meeting; or
- (3) Provide live comments during the meeting virtually by registering before 5:00 p.m. on February 20 at <http://crtpa.org/contact-us/> and noting your desire to provide comments via video in the "Email Us" portion of the page along with the agenda item or issue you wish to discuss. You will be contacted by CRTPA staff and provided with a link to virtually access the meeting and provide your comment during the meeting. Speakers are requested to limit their comments to three (3) minutes.



February 21, 2022

AGENDA ITEM 4 A

**CRTPA REGIONALLY SIGNIFICANT ROADS MAP  
AND  
FISCAL YEAR (FY) 2024 - FY 2028  
TRANSPORTATION REGIONAL INCENTIVES PROGRAM (TRIP)  
PRIORITY PROJECT LIST (PPL)  
ADOPTION**

TYPE OF ITEM: Consent

**STATEMENT OF ISSUE**

This item seeks the adoption of an update to the CRTPA Regionally Significant Roads Map (**Attachment 1**) and approval of the FY 2024 - FY 2028 Transportation Regional Incentives Program Project Priority List provided as **Attachment 2**.

**RECOMMENDED ACTION**

Option 1: Adopt the updated CRTPA Regionally Significant Roads Map and the FY 2024 - FY 2028 Transportation Regional Incentives Program Project Priority List.

**HISTORY AND ANALYSIS**

The CRTPA Transportation Regional Incentive Program PPL identifies projects eligible for receipt of TRIP funding that are included on the CRTPA Regionally Significant Roads Map. Pursuant to the FDOT:

“The Transportation Regional Incentives Program (TRIP) was created in 2005 as part of major Growth Management legislation enacted during the Florida Legislative Session (SB 360). The program’s purpose is to encourage regional planning by providing state matching funds for improvements to regionally significant transportation facilities identified and prioritized by regional partners.

TRIP funds are to be used to match local or regional funds up to 50% of the total project costs for public transportation projects. In-kind matches such as right of way donations and private

funds made available to the regional partners are also allowed. Federal funds attributable to urbanized areas over 200,000 in population may also be used for the local/regional match.”

### **C RTPA Regionally Significant Roads Map**

One of the requirements of TRIP funding eligibility for a project is its inclusion on the C RTPA’s Regionally Significant Transportation Map. The C RTPA Regionally Significant Roads Map was most recently adopted at the September 19, 2016 C RTPA meeting and is proposed to be updated as part of this agenda item to reflect updated project limits for Welaunee Boulevard.

### **Draft FY 2024 – FY 2028 TRIP Priority Project List**

The Draft FY 2024 – FY 2028 TRIP Priority Project List has been developed for Board adoption reflecting the one project in the C RTPA region that is proposed for submission to receive TRIP funding in this application cycle. Specifically, the following project is proposed to be submitted for TRIP funding consideration by the Blueprint Intergovernmental Agency:

- **Northeast Parkway: Welaunee Boulevard Extension** (Fleischmann Road to Roberts Road): New 4 lane Road (seeking funding for construction).

### **Previous Funded TRIP Projects**

The following provide the projects that have previously received TRIP funding in the C RTPA region:

- **Weems Road Extension** (Capital Circle, Northeast to US 90): New 2 lane road (Received \$1 million in TRIP funding for construction in FY 18).
- **Welaunee Boulevard Extension** (Fleischmann Rd to Roberts Road): New 4 lane road (Received \$1.5 million in TRIP funding for design in FY 23).

### **NEXT STEPS**

Subsequent to adoption of the C RTPA FY 2024 – FY 2028 TRIP PPL, the list will be provided to the Florida Department of Transportation.

### **OPTIONS**

Option 1: Adopt the updated C RTPA Regionally Significant Roads Map and the FY 2024 - FY 2028 Transportation Regional Incentives Program Project Priority List.  
(RECOMMENDED)

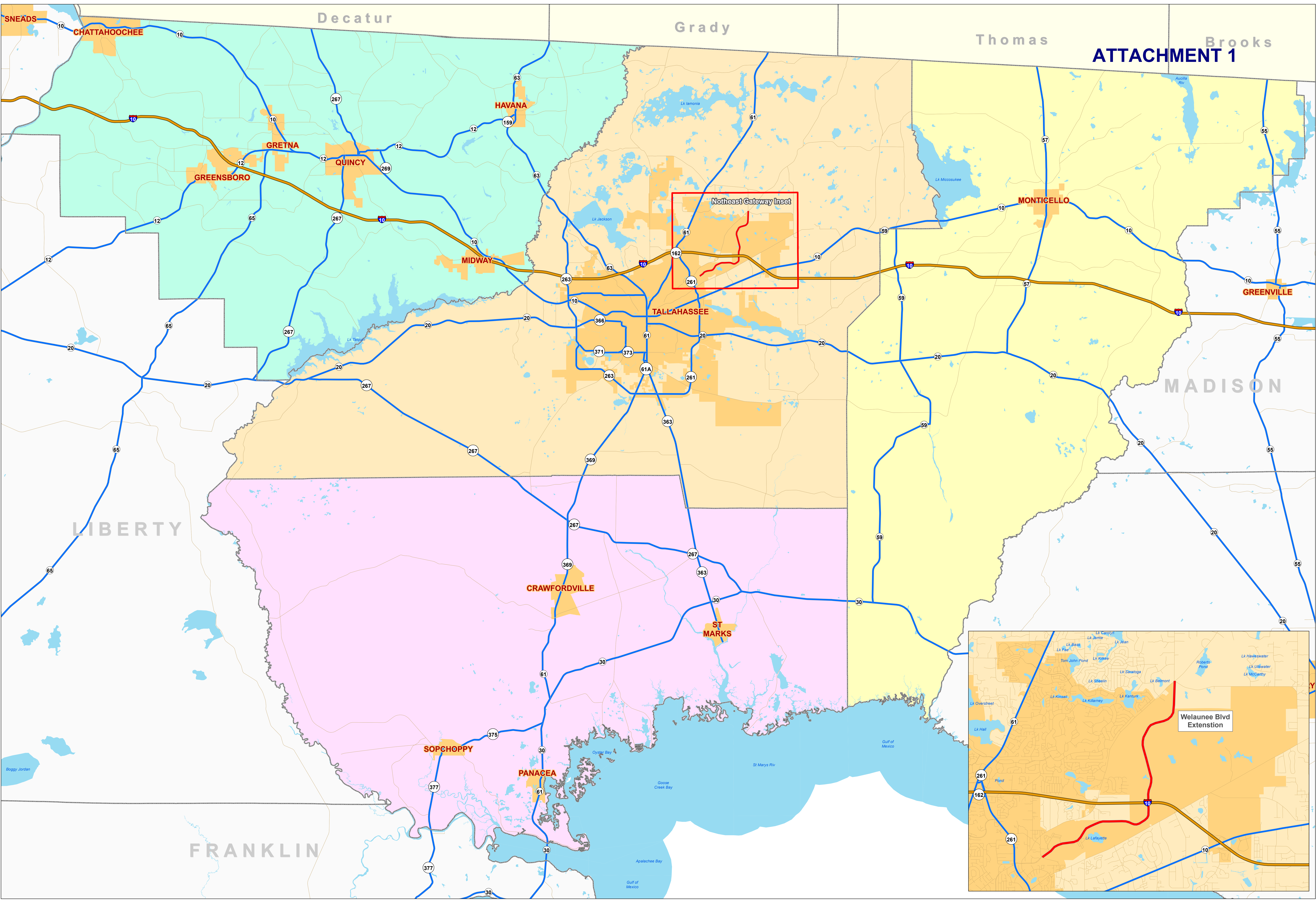
Option 2: Board Discretion.

### **ATTACHMENTS**

Attachment 1: Draft Updated C RTPA Regionally Significant Roadways Map

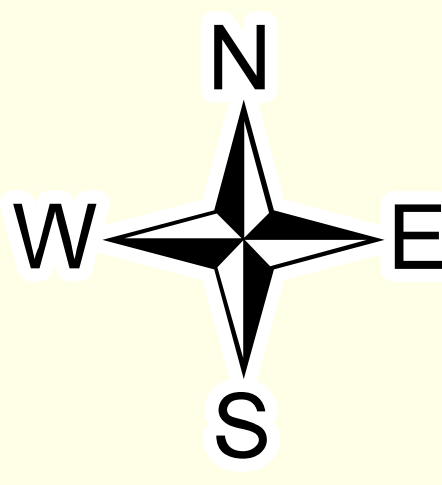
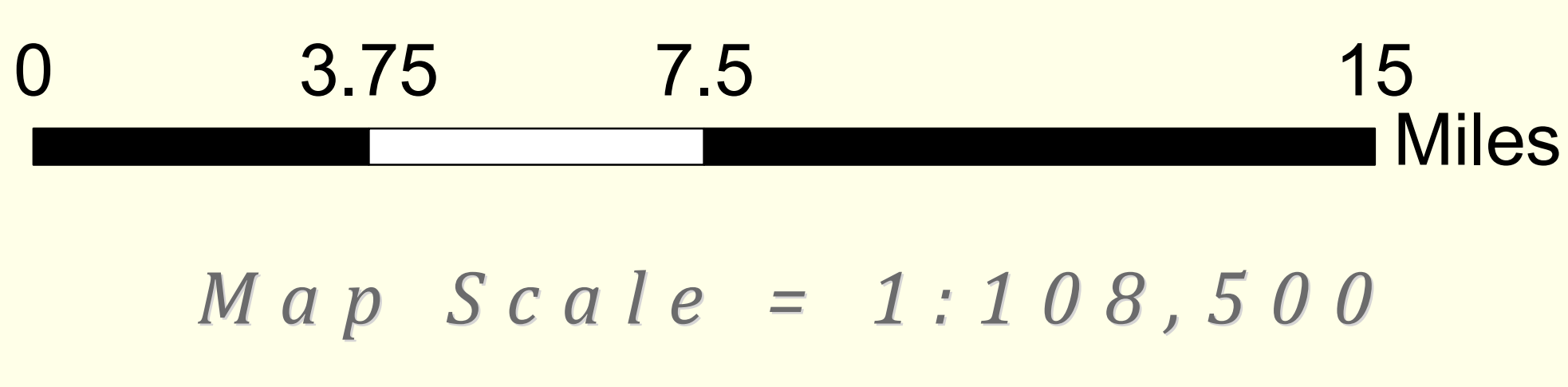
Attachment 2: Draft FY 2024 – FY 2028 TRIP Priority Project List.





ATTACHMENT 1

# CRTPA REGIONALLY SIGNIFICANT ROADS MAP



Interstate	Regionally Significant Roads	Trip Eligible Projects	County Roads	Major Waterbodies	Cities / Towns
County Name	GADSDEN	JEFFERSON	LEON	WAKULLA	Florida Counties
					Georgia Counties

NOTE: This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

Created By: Jason Cox Application Systems Analyst I | Contact: 850-606-5594 | Date: 02/04/22

Document Path: U:\Requesting\Customer Requests\CRTPA\CRTPA Mapping\Regionally Significant Roads\Regionally Significant Roads\_MapOnly.mxd





Capital Region Transportation Planning Agency  
**DRAFT Transportation Regional Incentives Program (TRIP) Project Priority List**  
Fiscal Year 2024 - Fiscal Year 2028

Priority	Project	From	To	Funding Sought	Phase
1	Northeast Gateway: Welaunee Boulevard Extension (Sponsor: Blueprint Intergovernmental Agency)	Fleischmann Road	Roberts Road	\$2.5 million	Construction



February 21, 2022

## AGENDA ITEM 4 B

### **MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CRTPA AND STARMETRO FOR ALLOCATION OF SU FUNDS**

TYPE OF ITEM: Consent

#### **STATEMENT OF ISSUE**

This item seeks the approval of the attached Memorandum of Understanding (MOU) between the CRTPA and Starmetro. In 2020, the CRTPA approved \$250,000 in SU funds to assist in the development of a Comprehensive Operations Analysis (COA) for the Starmetro. The COA provides an in-depth review of Starmetro's daily service operations and provides recommendations to improve service. The CRTPA received an update on the COA at the October retreat and the final COA is expected to be presented in the next few months.

In order to be consistent with federal guidelines, Starmetro requested the MOU be developed to provide the necessary documentation for use of the SU funds.

#### **RECOMMENDED ACTION**

Authorize the Executive Director to execute the MOU upon review, and modification if necessary, by the CRTPA attorney.

**SUBAWARD AGREEMENT BETWEEN THE CAPITAL REGION  
TRANSPORTATION PLANNING AGENCY AND THE CITY OF TALLAHASSEE**

**THIS MEMORANDUM OF UNDERSTANDING (MOU)**, hereafter called the Metropolitan Planning Organization (MPO) Subaward AGREEMENT (Agreement), is made and entered into on the date specified herein, by and between the Capital Region Transportation Planning Authority ("**CRTPA**"), the regions Metropolitan Planning Organization, and the City of Tallahassee ("**CITY**"). Both parties, CRTPA and the CITY are co-located and share the same address at 300 South Adams Street, Tallahassee, FL.

**RECITALS – GOVERNING STATUTES**

**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; **and**

**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; **and**

**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; **and**

**WHEREAS**, pursuant to Section 20.23, F.S., the Florida Department of Transportation (**FDOT**) 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.; **and**

**WHEREAS**, pursuant to Chapter 341,011, F.S. Laws of Florida, STARMETRO was created and established with the purpose of providing transit service to the citizens of Tallahassee, Florida; **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.

**1. Purpose of the Agreement**

This agreement encapsulates CRTPA's role as a pass-through entity in providing \$250,000 in Federal Highway Administration (FHWA) planning assistance through the Florida Department of Transportation (FDOT) to the City of Tallahassee (COT). This award is provided to assist the COT bus department (StarMetro) to finance a Comprehensive Operational Analysis (COA). The COA is a major component of the CITY ten-year Transportation Development Plan (TDP) update. The full cost of developing the TDP update is approximately \$500,000. Funds needed, in excess, of the FHWA Award, are being acquired through the Federal Transit Administration (FTA) urbanized area grant. Since the FHWA funds are Federal grant funds, FDOT as the primary grant recipient is required to flow-down the grant requirements to CRTPA, whom in turn must flow down the grant requirements to COT as the end-using subrecipient. This agreement has been designed to comply with the compliance requirements of 2 CFR 200.

## **2. Agencies involved**

This MOU serves as an agreement between two separate, yet collaborative partners co-located within City government. The CRTPA is responsible for coordinating transportation planning within the region. This region includes Gadsden, Jefferson, Leon, and Wakulla counties. The City of Tallahassee is an operator of a publicly owned transportation system (StarMetro) with responsibility for providing fixed-route and paratransit bus services to area residents. StarMetro, also serves as the Community Transportation Coordinator (CTC) for Leon County. FDOT is an executive-level state agency charged with the establishment, maintenance, and regulation of public transportation in the state of Florida. The Department's mission is to provide a safe transportation system that ensures the mobility of people and goods, enhances economic prosperity, and preserves the quality of Florida's environment and communities.

## **3. Effective Date**

This Memorandum of Understanding (MOU) will go into effect on the date this Agreement is signed, executed, and issued by authorized representatives of each agency.

## **4. Duration**

This agreement shall begin on the date the agreement is fully executed and expire on June 30, 2022. Expiration of this agreement will be considered termination of the project.

## **5. Renewals and Extensions**

This Agreement shall not be renewed or extended

## **6. Scope of Work**

The scope of work encompasses the provision of consulting services to perform a Comprehensive Operational Analysis (COA Study) of StarMetro's fixed-route, Flex, and paratransit bus services. The analysis will include an in-depth review of StarMetro's existing service operations and identify ways to capitalize on system strengths and correct deficiencies. The study should examine all possible alternatives to address existing services, as well as currently known, but as of yet unmet, service requests, and service requests that are anticipated in conjunction with new areas of development or redevelopment. In addition, this study should define an on-going methodology for system evaluation and updated performance guidelines.

The study will also include recommended best practices for accessing federal, state, and local funding as well as potential grant opportunities. It will focus on collecting data from a variety of data points, including ridership, on-time performance, stop-level usage, and individual route characteristics.

A detailed scope of work is included as **Exhibit A**.

## **7. Flow Down of Required Information**

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Subrecipient's name:	City of Tallahassee
Subrecipient's unique entity identifier:	59-6000435
Federal Award Identification Number (FAIN):	0220058M
Federal Award Date:	06/01/2020
Subaward Performance Period - Start and End Date:	Upon execution – 06/30/2022
Amount of Federal Funds Obligated by this Agreement:	\$250,000.00
Total Amount Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement:	\$250,000.00
Total Amount Federal Funds Committed to the Subrecipient by the pass-through entity	\$250,000.00
Federal award project description (see FFATA):	Transportation Planning Award
Name of Federal awarding agency:	Federal Highway Administration
Name of pass-through entities:	FDOT and CRTPA
Contact information for the pass-through entity	gregslay@talgov.com
Catalog of Federal Domestic Asst (CFDA) Number/Name:	20.205 Fed-Aid Highway Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

## 8. General Requirements:

- A. The CITY 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 CRTPA, 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 FDOT determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported, and FDOT shall notify the CRTPA 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 FDOT may deny participation in project costs in part or in total.
- C. The CITY'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.

## **9. Compensation and Payment:**

- A.** The CRTPA shall reimburse the CITY 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 FDOT as part of the CRTPA’s Unified Planning Work Program (UPWP). The CITY shall submit a request for reimbursement to the CRTPA on a quarterly or monthly basis. Requests for reimbursement by the CITY shall include an invoice, an itemized expenditure report, and progress report for the period of services being billed that are acceptable to CRTPA. The CITY shall use the format for the invoice, itemized expenditure report and progress report that is approved by CRTPA. The CITY shall provide any other data required by FHWA or FDOT to justify and support the payment requested.
- B.** Pursuant to Section 287.058, Florida Statutes, the CITY 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 – Detailed Scope of Work.
- C.** Invoices shall be submitted by the CITY 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 – Detailed Scope of Work”. Deliverables must be received and accepted in writing by the CRTPA Grant Manager prior to payments.
- D.** CRTPA will honor requests for reimbursement to the CITY for eligible costs in the amount of FHWA funds approved for reimbursement in the (UPWP) and made available by FHWA. FDOT may suspend or terminate payment for that portion of the Project which FHWA, or FDOT acting in lieu of FHWA, may designate as ineligible for federal-aid. In regard to eligible costs, whichever requirement is stricter between federal and State of Florida requirements shall control. Any determination by FDOT 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 CITY 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 was met. All costs charged to the project, including any approved services contributed by the CITY 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, if applicable, specifically authorized in this agreement shall be documented on CRTPA’s Travel Form or on a form previously submitted to FDOT’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 FDOT and/or CRTPA determines that the performance of the CITY fails to meet minimum performance levels, CRTPA shall notify the CITY of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by CRTPA

and shall, within sixty (60) days after notice, provide CRTPA with a corrective action plan describing how the CITY will address all issues of contract non-performance. The provision of such response shall be based upon the corrective action taken on by the CITY for unacceptable performance by the contractor in failing to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the FDOT and/or CRTPA, the CITY 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 CITY resolves the deficiency. If the deficiency is subsequently resolved, the CITY may bill CRTPA for the retained amount during the next billing period. If CRTPA and the CITY 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 FDOT involving the expenditure of metropolitan planning funds ("PL funds") is required by Federal law to be reviewed and issued a payment by the Department of Financial Services within 15 business days of receipt by FDOT for review. If the invoice is not complete or lacks information necessary for processing, it will be returned to CRTPA, and the 15 business day timeframe for processing will start over upon receipt of the resubmitted invoice by FDOT. If there is a case of a bona fide dispute, the invoice recorded in the financial system of FDOT 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 FDOT 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 FDOT upon request. Records of costs incurred include the CITY'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 FDOT for a proper audit of costs.
- J. The CITY 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, CRTPA shall submit the final invoice and all financial, performance, and related reports consistent with 2 CFR §200.
- K. CRTPA performance and obligation to pay under this Agreement is also contingent upon FDOT and 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 CRTPA will exclude all unauthorized Project costs incurred by the CITY prior to the effective date of this Agreement, costs incurred by the CITY 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 CRTPA. It is agreed by the CITY that where official audits by the federal agencies or monitoring by FDOT discloses that the CITY has been reimbursed by CRTPA for ineligible work, under applicable federal and state regulations, that the value of such ineligible items may be deducted by CRTPA from subsequent reimbursement requests following determination of ineligibility. Upon receipt of a notice of ineligible items the CITY may present evidence supporting the propriety of the questioned reimbursements. Such evidence will be evaluated by FDOT, and CRTPA will be given final notification of the amounts, if any, to be deducted from subsequent reimbursement requests.

In addition, CRTPA agrees to promptly reimburse the CITY for any and all amounts for which FDOT has made payment to CRTPA if such amounts become ineligible, disqualified, or disallowed for federal reimbursement due to any act, error, omission, or negligence of the CITY. 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 FDOT 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.

- N. If, after Project completion, any claim is made by CRTPA resulting from an audit or for work or services performed pursuant to this Agreement, FDOT may offset such amount from payments due for work or services done under any agreement which it has with the CITY owing such amount if, upon demand, payment of the amount is not made within 60 days to FDOT. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by FDOT. Any determination by FDOT 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 CITY 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 CITY may opt to request no indirect cost rate, even if it has a federally approved indirect cost rate.

#### **10. Procurement and Contracts of the CITY**

- 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 FDOT in a project with the CRTPA, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the CITY complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act (CCNA), the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of FDOT, CRTPA will involve itself, to the extent necessary, in the consultant selection process for all projects funded under this Agreement. In all cases, the CITY shall certify to CRTPA that it is compliant with the Consultants' Competitive Negotiation Act and the federal Brooks Act. The CITY 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 FDOT to CRTPA, to the CITY by this Agreement may be subject to audits and/or monitoring by the CRTPA. The following requirements do not limit the authority of the FDOT 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 CITY 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 CRTPA and or FDOT 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 FDOT by this Agreement. By entering into this Agreement, the CITY agrees to comply and cooperate fully with any

monitoring procedures/processes deemed appropriate by CRTPA. The CITY further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the FDOT.

- B. The CITY, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by FDOT and the CRTPA through this Agreement is subject to the following requirements:
- i. In the event the CITY 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 CITY 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 CITY 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 CITY must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through CRTPA 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 CITY 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 CITY expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the CITY is exempt from Federal audit requirements for that fiscal year. However, the CITY must provide a single audit exemption statement to FDOT [at FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the CITY’s audit period for each applicable audit year. In the event the CITY 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 CITY resources obtained from other than Federal entities).
  - iv. The CITY 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 FDOT 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, FDOT will review CRTPA’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 FDOT in this Agreement. If the CITY fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, FDOT may impose additional conditions to remedy noncompliance. If FDOT determines that noncompliance cannot be remedied by imposing additional conditions, FDOT 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 CITY shall permit FDOT, or its designee, the CFO or State of Florida Auditor General access to the CITY'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 FDOT's contact information for requirements under this part is as follows:

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

- C. The CITY 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 FDOT, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The CITY shall ensure that the audit working papers are made available to the FDOT, 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:** CRTPA may, by written notice to the CITY, suspend any or all of the CITY obligations under this Agreement for the CITY'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. CRTPA will provide written notice outlining the particulars of suspension.

CRTPA may terminate this Agreement at any time before the date of completion if the CITY is dissolved or if federal funds cease to be available. In addition, the CRTPA or the CITY may terminate this Agreement if either party fails to comply with the conditions of the Agreement. The CRTPA or the CITY 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 CITY shall, at the option of CRTPA, be delivered to CRTPA.

CRTPA shall reimburse the CITY 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 CRTPA. The CITY shall not incur new obligations for the terminated portion after the effective date of termination.

CRTPA reserves the right to unilaterally cancel this Agreement for refusal by the CITY 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 CITY shall be grounds for termination of the Agreement. Any costs incurred by CRTPA arising from the termination of this Agreement shall be paid by the CITY.

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 CRTPA 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. Resolution by Senior Agency Official:** 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: for CRTPA - the Executive Director; and for the CITY - the City Manager or his delegate.

15. **Disadvantaged Business Enterprise (DBE) Policy and Obligation:** It is the policy of the FHWA and FDOT 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 Federal funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The CITY 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 CITY 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 CITY 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 CITY 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 CITY 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 CITY 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 CITY pursuant thereto, including but not limited to the requirements set forth in Exhibit "C", Title VI Assurances. The CITY 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 CITY agrees that to no federally-appropriated funds have been paid, or will be paid by or on behalf of the CITY 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 CITY 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 CITY 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 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 CITY 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 CITY 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 CITY.
- D.** Neither the CITY 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 CITY or the entities that are part of the CITY 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 CITY, the CITY, with prior approval of FDOT, 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 CITY or the locality relating to such contract, subcontract or arrangement. The CITY 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 CITY 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 CITY 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 CITY 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 CITY 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 CITY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

- ii. In addition, the CITY 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 CRTPA of any payment to the CITY constitute or be construed as a waiver by CRTPA of any breach of covenant or any default which may then exist on the part of the CITY and the making of such payment by CRTPA, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to CRTPA 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 CITY 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 CITY 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 CITY will at once notify the CITY in writing in order that appropriate changes and modifications may be made by CRTPA and the CITY to the end that the CITY may proceed as soon as possible with the Project.
- G. The CITY shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by FDOT and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the CITY and FHWA requires reimbursement of the funds, the CITY will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- H. The CITY:
  - 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 CITY 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", Detailed Scope of Work
- B. Exhibit "B", Federal Financial Assistance (Single Audit Act)
- C. C. Exhibit "C", Title VI Assurances

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

**Capital Regional Transportation Planning Agency  
(CRTPA)**

By: \_\_\_\_\_  
Greg Slay (Signature)

Title: Executive Director \_\_\_\_\_

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

Legal review - MPO:  
Thorton Williams, CRTPA Attorney

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

**Read, agreed to, and accepted by  
City of Tallahassee.**

By: \_\_\_\_\_  
Reese Goad or Designee (Signature)

Title: City Manager \_\_\_\_\_

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

ATTEST TO:

By: \_\_\_\_\_  
James O. Cooke, IV, City Treasurer-Clerk

Approved as to form:

By: \_\_\_\_\_  
Kristen Coons McRae, Asst. City Attorney

**EXHIBIT A**  
**DETAILED SCOPE OF WORK**

The scope of work encompasses the provision of consulting services to perform a Comprehensive Operational Analysis (COA Study) of StarMetro's fixed-route, Flex, and paratransit bus services. The analysis will include an in-depth review of StarMetro's existing service operations and identify ways to capitalize on system strengths and correct deficiencies. The study should examine all possible alternatives to address existing services, as well as currently known, but as of yet unmet, service requests, and service requests that are anticipated in conjunction with new areas of development or redevelopment. In addition, this study should define an on-going methodology for system evaluation and updated performance guidelines.

The study will also include recommended best practices for accessing federal, state, and local funding as well as potential grant opportunities. It will focus on collecting data from a variety of data points, including ridership, on-time performance, stop-level usage, and individual route characteristics.

The COA is an integral part of StarMetro's ten-year Transit Development Plan (TDP) update. In addition to project management, administration, and specific deliverables, scope of services for the COA update includes the following:

- Task 1 - Conduct on-board survey,
- Task 2 - Conduct line-by-line analysis,
- Task 3 - Develop market profiles by route,
- Task 4 - Conduct transfer analysis and field observations,
- Task 5 - Prepare COA documentation, and
- Task 6 - TDP major update.

To initiate a request for payment, the selected contractor will submit monthly progress billings detailing the percentage of work completed for each work task, and the current amount billed and requested for payment.

Upon completion, the COA is expected to provide recommendations for program and service design improvements for that contribute efficiency and operational effectiveness as well as define an on-going methodology for system evaluation.



**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:** \$3609386

**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)
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<a href="http://www.fsrs.gov">www.fsrs.gov</a>
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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 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).



February 21, 2022

AGENDA ITEM 5

**CONSENT ITEMS PULLED FOR DISCUSSION**

February 21, 2022



## AGENDA ITEM 6A

### FISCAL YEAR (FY) 2022 – FY 2026 TRANSPORTATION IMPROVEMENT PROGRAM AMENDMENTS

TYPE OF ITEM: Roll Call

#### **STATEMENT OF ISSUE**

The purpose of this item is to amend the CRTPA Fiscal Year (FY) 2022 – FY 2026 Transportation Improvement Program (TIP) to add multi-modal projects which are detailed below.

- SR 61 Thomasville Road from Betton Rd. to Metropolitan Blvd. (Project 448868-1): (Leon County) Provide \$588,500 in funding in FY 22 for the design phase of the Thomasville Road Multi-use Path. The draft TIP Project page and a location map are provided in **Attachment 1**.
- Big Bend Transit - Federal Section 5311 American Rescue Plan Act of 2021 (ARPA) Funding - Operating (Project No. 450513-1): (Gadsden County) Provide \$755,216 in operating funding in FY 22 for transit services. The draft TIP Project page is provided in **Attachment 2**.
- Wakulla County Transit - Federal Section 5311 ARPA Funding – Capital (Project No. 450520-1): (Wakulla County) Provide \$80,233 in funding in FY 22 for capital expenses associated with transit services. The draft TIP Project page is provided in **Attachment 3**.

#### **CRTPA COMMITTEE MEETINGS**

At the February 1, 2022 meetings, the CRTPA Technical Advisory Committee (TAC) and the Citizen's Multimodal Advisory (CMAC) Committee recommended the Board approve the TIP amendment for the Thomasville Road Multi-use Path. The project was briefly discussed by both the TAC and CMAC Committees. The request for the TIP Amendments related to the ARPA funding was received after the February 2, 2022 TAC and CMAC meetings. At the March 1, 2022 Committee meetings, the two transit TIP amendments will be provided for informational purposes.

#### **RECOMMENDED ACTION**

Option 1: Adopt Resolution No. 2022-02-6A (**Attachment 4**) amending the FY 2022 – FY 2026 Transportation Improvement Program to reflect the addition of multi-modal projects as follows:

- SR 61 Thomasville Road from Betton Rd. to Metropolitan Blvd. (Project 448868-1): (Leon County) Provide \$588,500 funding in FY 22 for the design phase of the Thomasville Road Multi-use Path. The draft TIP Project page and a location map are provided in **Attachment 1**.
- Big Bend Transit - Federal Section 5311 American Rescue Plan Act of 2021 (ARPA) Funding - Operating (Project No. 450513-1): (Gadsden County) Provide \$755,216 in operating funding in FY 22 for transit services. The draft TIP Project page is provided in **Attachment 2**.
- Wakulla County Transit - Federal Section 5311 ARPA Funding – Capital (Project No. 450520-1): (Wakulla County) Provide \$80,233 in funding in FY 22 for capital expenses associated with transit services. The draft TIP Project page is provided in **Attachment 3**.

## **HISTORY AND ANALYSIS**

Adopted annually, the CRTPA's Transportation Improvement Program reflects those projects in the region that have received state and federal funding in the Florida Department of Transportation Five-year Work Program. Following adoption, the TIP is occasionally amended to reflect project changes such as the addition or deletion of a project.

## **OPTIONS**

Option 1: Adopt Resolution No. 2021-11-6A (**Attachment 4**) amending the FY 2022 – FY 2026 Transportation Improvement Program to reflect the addition of projects as follows:

- SR 61 Thomasville Road from Betton Rd. to Metropolitan Blvd. (Project 448868-1): (Leon County) Provide \$588,500 funding in FY 22 for the design phase of the Thomasville Road Multi-use Path. The draft TIP Project page and a location map are provided in **Attachment 1**.
- Big Bend Transit - Federal Section 5311 American Rescue Plan Act of 2021 (ARPA) Funding - Operating (Project No. 450513-1): (Gadsden County) Provide \$755,216 in operating funding in FY 22 for transit services. The draft TIP Project page is provided in **Attachment 2**.
- Wakulla County Transit - Federal Section 5311 ARPA Funding – Capital (Project No. 450520-1): (Wakulla County) Provide \$80,233 in funding in FY 22 for capital expenses associated with transit services. The draft TIP Project page is provided in **Attachment 3**.

(Recommended)

Option 2: Provide other direction.

**THOMASVILLE ROAD (SR61) MULTI-USE PATH**  
**4488681 Non-SIS**


**Project Description:** MULTI-USE PATH

**Notes:** This project was amended into the TIP at the February 21, 2022 CRTPA Meeting and provides funding for the design.

**Lead Agency:** MANAGED BY FDOT

**County:** LEON

**Length:** 2.2

**Phase Group:** PRELIMINARY ENGINEERING

**From:** BETTON ROAD

**To:** METROPOLITAN BLVD

Phase	Fund Code	2022	2023	2024	2025	2026	Total
PE	SU	588,500	0	0	0	0	588,500
		<b>588,500</b>					<b>588,500</b>

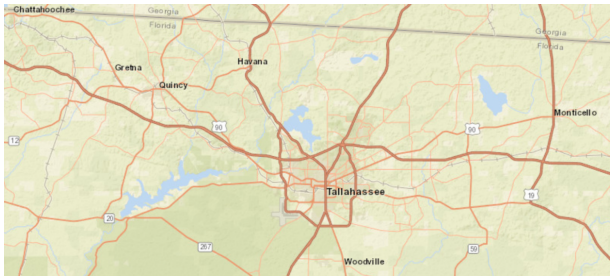
**Prior Year Cost: 0**

**Future Year Cost: 0**

**Total Project Cost: 588,500**

**LRTP: 2045 Table 5-5 - Page 5-8**

**BIG BEND TRANSIT 5311 OPERATING  
4505131 SIS**



**Project Description:** AMERICAN RESCUE PLAN ACT of 2021 (ARPA) OPERATING FUNDING

**Notes:** This project was amended into the TIP at the February 21, 2022 CRTPA Board meeting and provides operating funds for Big Bend Transit.

**Lead Agency:** MANAGED BY BIG BEND TRANSIT **From:**

**County:** Gadsden, Leon and Jefferson Counties **To:**

**Length:**

**Phase Group:** OPERATIONS

Phase	Fund Code	2022	2023	2024	2025	2026	Total
OPS	DUCA	755,216	0	0	0	0	755,216
		<b>755,216</b>					<b>755,216</b>

**Prior Year Cost: 0**

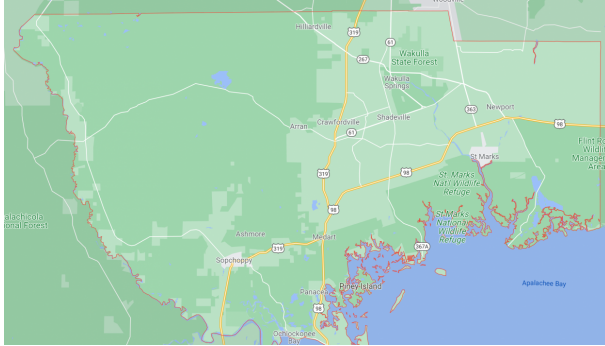
**Future Year Cost: 0**

**Total Project Cost: 0**

**LRTP: 2045 RMP Table 5-6 - Page 5-9**



# WAKULLA COUNTY TRANSIT 5311 CAPITAL 450520 SIS



**Project Description:** AMERICAN RESCUE PLAN ACT of 2021 (ARPA) FUNDING CAPITAL

**Notes:** This project was amended into the TIP at the February 21, 2022 CRTPA Board meeting and provides for capital expenditures.

**Lead Agency:** MANAGED BY WAKULLA CO SR

**From:**

CITIZEN COUNCIL

**To:**

**County:** WAKULLA

**Length:**

**Phase Group:** CAPITAL

Phase	Fund Code	2022	2023	2024	2025	2026	Total
CAP	DUCA	80,223	0	0	0	0	80,223
		<b>80,223</b>					<b>80,233</b>

**Prior Year Cost: 0**

**Future Year Cost: 0**

**Total Project Cost: 0**

**LRTP: 2045 RMP Table 5-6 - Page 5-9**

**CRTPA RESOLUTION 2022-02-6A****A RESOLUTION OF THE CAPITAL REGION TRANSPORTATION PLANNING AGENCY (CRTPA) BOARD ENDORSING  
THE FY 2022 – FY 2026 TRANSPORTATION IMPROVEMENT PROGRAM**

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**Whereas**, the Capital Region Transportation Planning Agency (CRTPA) is the organization designated by the Governor of Florida on August 17, 2004 together with the State of Florida, for carrying out provisions of 23 U.S.C. 134 (h) and (i)(2), (3) and (4); CFR 450.324, 326, 328, 330, and 332; and FS 339.175 (5) and (7); and

**Whereas**, the Transportation Improvement Program (TIP) shall be endorsed annually by the CRTPA and submitted to the Governor of the State of Florida, to the Federal Transit Administration, and to the Federal Highway Administration, through the State of Florida;

**Whereas**, the TIP is periodically amended to maintain consistency with the Florida Department of Transportation Work Program, and;

**Whereas**, authorization for federal funding of projects within an urbanized area cannot be obtained unless the projects are included in the CRTPA's TIP;

**NOW, THEREFORE LET IT BE RESOLVED BY THE CAPITAL REGION TRANSPORTATION PLANNING AGENCY (CRTPA) THAT:**

The CRTPA amends the FY 2022 – FY 2026 Transportation Improvement Program to reflect:

- SR 61 Thomasville Road from Betton Rd. to Metropolitan Blvd. (Project 448868-1): (Leon County) Provide \$588,500 in funding in FY 22 for the design phase of the Thomasville Road Multi-use Path.
- Big Bend Transit - Federal Section 5311 American Rescue Plan Act of 2021 (ARPA) Funding (Project No. 450513-1): (Gadsden County) Provide \$755,216 in operating funding in FY 22 for transit services.
- Wakulla County Transit - Federal Section 5311 ARPA Funding (Project No. 450520-1): (Wakulla County) Provide \$80,233 in funding in FY 22 for capital expenses associated with transit services.

Passed and duly adopted by the Capital Region Transportation Planning Agency on this 21<sup>st</sup> day of February 2022.

**Capital Region Transportation Planning Agency**

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

**Kristen Dozier, Chair**

**Attest**

\_\_\_\_\_  
**Greg Slay, Executive Director**

February 21, 2022



## AGENDA ITEM 7 A

### **CRTPA ANNUAL SAFETY TARGETS ADOPTION**

TYPE OF ITEM: Action

#### **STATEMENT OF ISSUE**

This item seeks adoption by resolution of the CRTPA's 2022 Safety Performance Targets for the following five (5) safety performance measures for all public roads that the CRTPA is required annually address by the Federal Highway Administration (FHWA):

1. Number of fatalities;
2. Rate of fatalities per 100 Million Vehicle Miles Traveled (VMT);
3. Number of serious injuries;
4. Rate of serious injuries per 100 Million VMT; and
5. Number of non-motorized fatalities and non-motorized serious injuries.

Additionally, the item seeks adoption of a long-term safety goal of zero fatalities and serious injuries for the CRTPA region, consistent with the Florida Department of Transportation (FDOT) Vision Zero initiative to eliminate all road traffic fatalities and serious injuries.

#### **CRTPA COMMITTEE ACTIONS**

On February 1, the Citizen's Multimodal Advisory Committee (CMAC) met and voted to recommend CRTPA adoption of the proposed targets.

On February 1, the Technical Advisory Committee (TAC) met and, although a quorum was not present, the consensus of members in attendance was to recommend CRTPA adoption of the proposed targets.

#### **RECOMMENDED ACTION**

- Option 1:      Adopt the recommended 2022 CRTPA Safety Targets and a CRTPA long term safety goal of zero fatalities and serious injuries for the CRTPA region.

## **BACKGROUND**

Pursuant to federal requirements, the CRTPA is required to annually adopt safety data for the following five (5) safety performance measures for all public roads:

1. Number of fatalities;
2. Rate of fatalities per 100 Million Vehicle Miles Traveled (VMT);
3. Number of serious injuries;
4. Rate of serious injuries per 100 Million VMT; and
5. Number of non-motorized fatalities and non-motorized serious injuries.

With regards to the annual adoption of such data, the CRTPA (like other metropolitan planning organizations in Florida) has the option to:

- (1) support the measures developed by the FDOT (Note: FDOT has adopted a target of “Zero” for each of the five (5) safety performance measures supportive of the agency’s “Vision Zero” goal of achieving zero fatalities and serious injuries Statewide); or,
- (2) develop and adopt the agency’s own safety targets.

## **ENHANCING SAFETY THROUGHOUT THE CRTPA REGION**

Safety is integrated throughout the CRTPA planning process including the development of plans and programs that address safety, the implementation of safety projects, and safety program coordination with our partner agencies.

The following provides recent examples of implemented and/or planned projects seeking to improve safety on the region’s roadways including the safety of pedestrians and bicyclists throughout the CRTPA region.

- US 27 (Palmer Avenue to Thomasville Road) and Magnolia Drive (Apalachee Parkway to Seventh Avenue) Corridor Safety Focus (Leon County) – FDOT District 3 safety analysis currently being conducted along high crash corridors for bicycles and pedestrians. Corridor safety improvements will be identified for inclusion in an implementation plan. **STATUS:** Study anticipated to be complete in June 2022.
- Thomasville Road (Calhoun Street, 3<sup>rd</sup> Avenue, Beard Street and 7<sup>th</sup> Avenue) (Leon County): In 2021, 3 RRFB (Rectangular Rapid Flashing Beacons) were installed on Thomasville Road in the Midtown area. Additionally, a missing crosswalk on the northern side of the crossing at Seventh Avenue/Thomasville Road was added. Together, these improvements enhance corridor pedestrian safety. **STATUS:** Future corridor improvements planned to enhance



multimodal safety and visibility (see Midtown Area Transportation Plan, below)

- Pensacola Street (SR 399) Safety Improvements (Appleyard Drive to Stadium Drive) WPI# 4395793 (Leon County): As detailed to the Board at its [October 2021 Retreat](#), the FDOT District 3 has funded safety improvements to the corridor based upon completion of a roadway safety audit to address corridor bicycle, pedestrian and vehicular crashes. **STATUS:** Design/FY 23; Construction/FY 26



PHOTO: Pensacola Street Corridor

- Tennessee Street Pedestrian Safety Assessment – FDOT District 3 is conducting an analysis of pedestrian safety along Tennessee Street near FSU (limits: Valencia Street (w of Ocala Road) to Martin Luther King, Jr., Boulevard). This initiative is associated with coordination efforts between FSU, FDOT, the City of Tallahassee and the CRTPA subsequent to the death of an FSU student at a crosswalk on Tennessee Street in December 2020. The result of assessment is to include recommendations for implementation. **STATUS:** Data collection completed; assessment recommendations due March 2022.
- US 98 (Woodville Highway to Lighthouse Road) WPI# 4405501 (Wakulla County): Extend the Coastal Trail eastwards to the St. Marks Wildlife Refuge providing a safe multi-use connection. **STATUS:** Construction/FY 24
- Resurfacings - Proactive involvement in programmed resurfacing projects has allowed the CRTPA to pursue pedestrian and bicyclist safety improvements through coordination efforts between the CRTPA, local governments and the FDOT. Such improvements include the addition of missing crosswalks, sidewalks, bicycle lanes and pedestrian bulb-outs associated with resurfacing projects. Specific examples include:
  - US 90 (Jackson County Line to Bates Street) WPI# 4134253 (Gadsden County) – resurfacing to incorporate recommendations from adopted Chattahoochee Streetscape Plan to enhance pedestrian environment in downtown Chattahoochee. **STATUS:** Design/FY 22; Construction/FY 24
  - US 19 (US 90 to Georgia State Line) WPI# 4377571 (Jefferson County) – resurfacing to incorporate comments provided to FDOT from City of Monticello which include the addition of pedestrian bulb-outs. **STATUS:** Design/FY 22; Construction/FY 24
  - US 90/W Tennessee Street (Aenon Church Road to Ocala Road) WPI# 4269373 (Leon County) – resurfacing to incorporate significant corridor sidewalk gaps identified in CRTPA comments to FDOT. **STATUS:** Design/FY 22; Construction/FY 24



- Feasibility Studies – The CRTPA’s feasibility studies provide a first step in pursuing corridor wide improvements including those which improve pedestrian and bicyclist safety. Specific examples include:
  - Midtown Area Transportation Plan (Leon County) – Adopted by CRTPA in 2020, the study identified recommended changes to improve the area’s mobility for all modes. **STATUS:** Upcoming candidate resurfacing project (Design/FY 23; Construction/FY 25) will incorporate some of the Plan’s recommendations for Thomasville Road from Monroe Street to Seventh Avenue (FDOT/Blueprint IA coordination).
  - Iron Bridge Road Feasibility Study (Gadsden County) – CRTPA feasibility study to evaluate construction of a multi-use trail on Iron Bridge Road from Orchard Pond Rd. to US 27 in Havana that enhances connectivity to the CRTPA’s existing and planned regional trails. **STATUS:** Study scheduled to be initiated in 2022.
- CRTPA Transportation Alternatives Program – This competitive federally funded program, coordinated at the local level by the CRTPA, provides funds to projects that support alternative (non-motorized) projects within the CRTPA region. Recent project examples include:
  - Blountstown Street Sidewalk Improvements (Limits: US 90 to Tharpe Street) (Leon County) - A combination of City of Tallahassee & CRTPA funding was used to construct this much needed .7 miles sidewalk project. **STATUS:** Project constructed by City in 2021.
- US 90 Sidewalk (Chalk Street to Ralph Strong Road) (Gadsden County) – Construct 1.06 miles sidewalk on southside of US 90 within City of Quincy. **STATUS:** Construction/FYs24 & 25.
- Community Traffic Safety Team (CTST) – Each of the four CRTPA counties have CTSTs that support safety initiatives through providing a forum of local highway safety advocates committed to solving traffic safety problems. The teams seek to increase traffic safety by reducing the number of traffic crashes and traffic related fatalities as well as the number and severity of traffic related injuries. Additionally, the CTSTs promote public awareness of traffic safety best practices through campaigns that educate drivers, motorcyclists, pedestrians, and bicyclists. Recent activities coordinated by the CRTPA include:
  - Helmet Fitting Training – February 2022 training for CRTPA and partner agency staff to assist with future bicycle safety event helmet giveaways.
- High Visibility Enforcement (HVE) – The FDOT Focused Bicycle and Pedestrian Initiative: Communication and High Visibility Enforcement is a program designed to increase awareness of, and compliance with, traffic laws and regulations that protect the safety of pedestrians and



PHOTO RIGHT: Blountstown Street (before sidewalk construction)

bicyclists on Florida's roads. The program implements a targeted approach combining high visibility education and enforcement with strategic community level communications in the 25 counties with the highest representation of crashes resulting in pedestrian and bicyclist serious and fatal injuries. Within the CRTPA region, Leon County is amongst the top 25 counties (ranked 23) for the current fiscal year (July 1, 2021 – June 30, 2022).

- Leon County High Visibility Enforcement Initiative – Current initiative being conducted through a contract between State of Florida and City of Tallahassee for the Tallahassee Police Department to conduct focused efforts along identified high crash location corridors. **STATUS:** Enforcement efforts to continue to May 2022.
- Leon County Hazardous Walking Committee – CRTPA staff participates in assessment of hazardous walking condition assessments coordinated by the Leon County School Board as required by state statute (Section 1006.23(4), Florida Statutes).

Included within the CRTPA's [FY 22 – FY 26 Transportation Improvement Program](#) are a number of safety improvements including the following traffic signals, lighting and ADA upgrades, signage and pavement markings, and safety projects:

● FM# 4456631	SR 10 (US 90) FROM W OF BYRD RD TO OPPORTUNITY LN	GADSDEN	SIGNING/PAVEMENT MARKINGS
● FM# 4367411	GADSDEN COUNTY TSMCA	GADSDEN	TRAFFIC SIGNALS
● FM# 4456571	SR 8 (I-10) FROM LEON COUNTY LINE TO MADISON COUNTY LINE	JEFFERSON	SAFETY PROJECT
● FM# 4367451	JEFFERSON COUNTY TSMCA	JEFFERSON	TRAFFIC SIGNALS
● FM# 4440301	CR 260 SILVER LAKE RD FROM BEGINNING OF PAVEMENT TO ICE HOCKEY LN	LEON	SIGNING/PAVEMENT MARKINGS
● FM# 4440381	SR 61 CRAWFORDVILLE RD FROM SR 263 CAPITAL CIRCLE SW TO MCKENZIE DR	LEON	LIGHTING
● FM# 4456051	SR 10 (US 90) W TENNESSEE ST FROM CALIARK ST TO W BREVARD ST	LEON	SAFETY PROJECT
● FM# 4367461	LEON COUNTY TSMCA	LEON	TRAFFIC SIGNALS
● FM# 2197852	LEON COUNTY COMPUTER BASED ATMS IMPLEMENTATION/OPERATIONS	LEON	ITS COMMUNICATION SYSTEM
● FM# 4456061	SR 267 BLOXHAM CUTOFF RD AT CR 61 WAKULLA SPRINGS RD	WAKULLA	SAFETY PROJECT
● FM# 4367511	WAKULLA COUNTY TSMCA	WAKULLA	TRAFFIC SIGNALS
● FM# 414716 1	TALLAHASSEE ITS REGIONAL TRANS MGT CNTR BLDG & ASSOCIATED SYSTEM	CRTPA	TRAFFIC MANAGEMENT CENTERS

Finally, additional safety efforts of the CRTPA and its partners include:

- CRTPA/FDOT annual funding commitment (\$500,000) to the Tallahassee Regional Traffic Management Center for operations and traffic maintenance;
- 2022 initiation of an update to the CRTPA Congestion Management Process Report containing a strong safety component;
- Bi-monthly safety coordination meetings held with FDOT District 3 in concert with local partners that identify and discuss safety issues;
- Annual adoption of Transportation Systems Management & Safety Project Priority List that includes safety projects seeking funding in FDOT Annual Work Program;
- Safety review of resurfacing projects in concert with FDOT and local transportation partners, identifying opportunities for inclusion of safety improvements in near-term resurfacing projects;



- CRTPA Urban Attributable (SU) funding guidance, adopted in November 2017, identifying explicit funding for safety projects, and active agency implementation of pedestrian safety projects utilizing such funds;
- Annual development and adoption of the Transportation Systems Management & Safety Priority Project List that includes a number of pedestrian safety projects for which the agency is seeking funding;
- Implementation of infrastructure projects that improve regional safety including addition of enhanced lighting at key intersections to improvement pedestrian safety and access management improvements to address roadway safety;
- CRTPA website focus on transportation performance management in detail. This information includes a background on the TPM requirements of the agency, the latest information related to the CRTPA's adoption of measures, and information related to how the agency is actively seeking to achieve its adopted measures: <http://crtpa.org/transportation-performance-measures/> .
- CRTPA participation in, and monitoring of, the region's four (4) Community Traffic Safety Teams;
- Continued focus on bicycle and pedestrian safety through funding and implementation of regional trail projects and participation in regional bike month events;
- CRTPA 2021 initiation of safety data refinement utilizing Signal Four Analytics related to bicycle and pedestrian fatalities and serious injuries and [presentation](#) to CRTPA board and committees.

### **CRTPA SAFETY TARGETS HISTORY**

Since first adopted on January 16, 2018, the CRTPA's has annually chosen to develop and adopt the agency's own safety targets. Initial guidance from the FHWA encouraged Metropolitan Planning Organizations (MPOs) to not set aspirational goals in the development of its safety targets.

Such targets have been developed using data provided by FDOT that is based upon a rolling average for each performance measure for the most recent five-years of available data (for example, the data used in 2018 measure development was for the years 2012 – 2016). These five-year data averages have been what the CRTPA has adopted as its targets each year. This methodology remained the same as was first used in 2018 up until 2021.

On February 16, 2021, during a discussion related to the CRTPA's annual adoption of its safety targets for 2021, the Board decided to adopt targets that reflected the lower targets for each of the five measures between the previous year's (2020) adopted targets and the proposed 2021 targets. As a result, the methodology that had been used since 2018 in which the agency adopted the most recent five-year FDOT data averages was *changed*.

The discussion at the meeting reflected a desire by the Board that the current methodology used be reassessed. This discussion was consistent with discussion over the last several years related to the annual adoption of safety targets in which the Board has expressed a desire to set such targets in a manner that is more proactive in terms of explicitly reflecting a desired reduction in serious injuries and deaths rather than using the most recent five-year averages as the agency's targets.



## RECOMMENDATION

After analyzing the CRTPA's historic methodology as well as that of other Florida MPO's related to safety target setting, staff is recommending a hybrid approach for the CRTPA region that both supports the FDOT's long term goal of Vision Zero and also seeks to reach such goal through utilization of the latest data provided by the FDOT in a manner that reflects current trends related to crash data.

Specifically, staff is recommending using last year's adopted 2021 CRTPA measures as a baseline with the addition of **reduction factor**. Specifically, a reduction factor of five (5) percent annually is recommended.

Staff believes the proposed methodology provides a realistic direction towards adopting safety targets that are tied to data versus the agency adopting a target of zero for all five measures. Additionally, the use of a reduction of factor is consistent with several other Florida MPOs development of safety targets. The proposed methodology also addresses the Board's desire to move beyond just adopting the 5-year rolling averages as had previously been the agency's practice up to 2021 in its development of safety targets.

Furthermore, as discussed, staff is recommending that the change in target setting methodology be coupled the CRTPA's adoption of a long-term safety goal of zero fatalities and serious injuries for the CRTPA region, consistent with the FDOT's long term goal of Vision Zero, as the CRTPA works towards reducing serious injuries and fatalities on the region's roadways.

## 2022 Proposed Safety Targets

For 2022, measures utilizing the proposed methodology have been developed. Information related to the most recently available FOT five-year averages (2016 – 2020) is provided as **Attachment 1**.

The targets proposed for adoption are as follows:

2022 PROPOSED Safety Performance Measures	Target
Number of fatalities (1)	55
Rate of fatalities per 100 Million Vehicle Miles Traveled (VMT) (2)	1.209
Number of serious injuries (3)	239
Rate of serious injuries per 100 Million VMT (4)	5.237
Number of non-motorized fatalities and non-motorized serious injuries (5)	40

DATA SOURCES: Fatality and serious injury counts from Florida Dept. of Transportation (FDOT) State Safety Office's Crash Analysis Reporting (CAR) database.

(1) The average number of fatalities per year is the sum of the annual total fatalities for each year in the range divided by 5.

(2) The average fatality rate is an average of the yearly rate figures for the years in the range, to three decimal places.

(3) The average number of serious injuries per year is the sum of the annual total serious injuries for each year in the range divided by 5.

(4) The average serious injury rate is an average of the yearly rate figures for the years in the range, to three decimal places. Each yearly rate is calculated by dividing the total number of serious injuries for the year by the total traffic volume for the year.

(5) The average number of combined fatalities and serious injuries for bicyclists and pedestrians is per year is the sum of the annual total bicyclist and pedestrian fatalities and total bicyclist and pedestrian serious injuries for each year in the range divided by 5

### Analysis of Prior Adopted Measures

As discussed above, the CRTPA has developed its safety targets using the most recently available FDOT data reflecting five-year averages as a basis for each of the safety performance measures.

Subsequent to adoption\*, the CRTPA assesses the region's progress or achievement towards meeting its adopted safety targets. **Attachment 2** summarizes the achievement of the agency towards its meeting its adopted safety targets since the agency began adopting such measures in 2018 including that for the most recent data available (2016 – 2020). The actual data reported for each year is provided alongside the adopted targets.

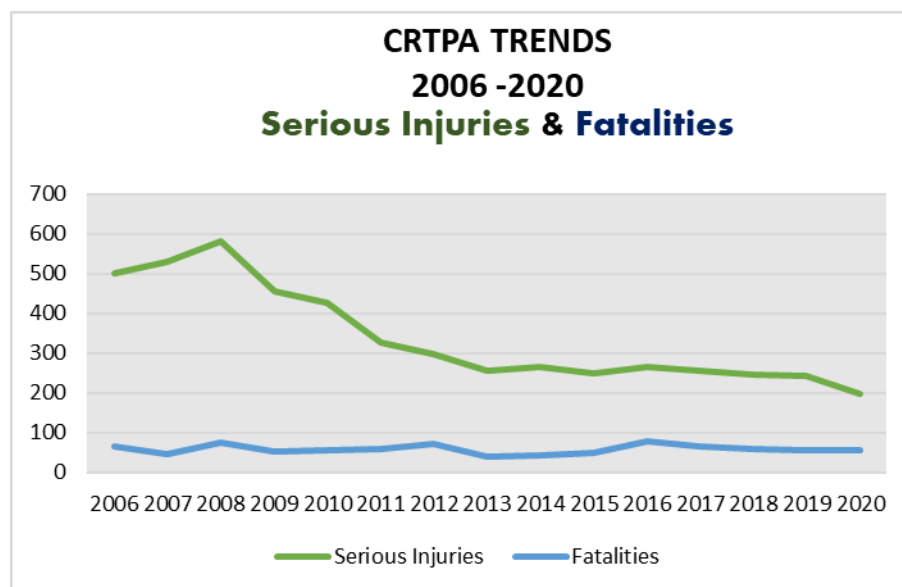
Most recent data identify that for 2020, the CRTPA has met four (4) of its five (5) adopted 2020 measures. For 2020, the CRTPA's reported rate of fatalities (1.339 per 100 million vehicle miles traveled) was slightly higher than the adopted target (1.273).

\*In terms of assessing progress towards achievement of the adopted measures, such data is typically available two year's out from the year of target adoption.

### CRTPA Safety Trends

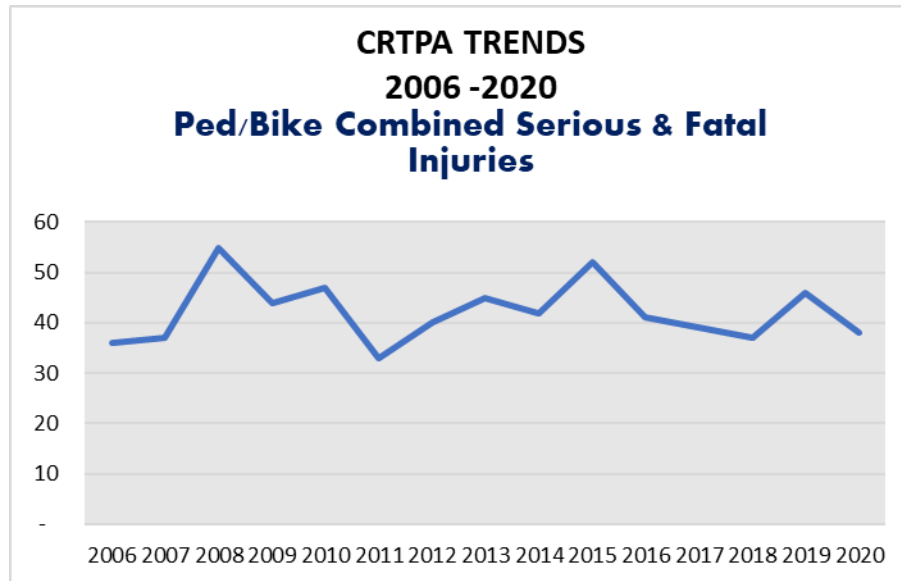
Utilizing the annual data provided by FDOT can provide a historic context of the CRTPA region for the safety trends from 2006 to 2020. The following provides such an analysis for Serious Injuries, Fatalities, and Bicycle/Pedestrian Combined Serious Injuries & Fatalities.

#### Serious Injuries & Fatalities



As seen in the above chart, **serious injuries** in the CRTPA region have been decreasing from a high of 580 in 2008 to a low of 196 in 2020 (the most recent reported FDOT data). With regards to **fatalities**, the numbers have remained somewhat consistent from 2006 to 2020.

Bicycle/Pedestrian Combined Serious Injuries & Fatalities

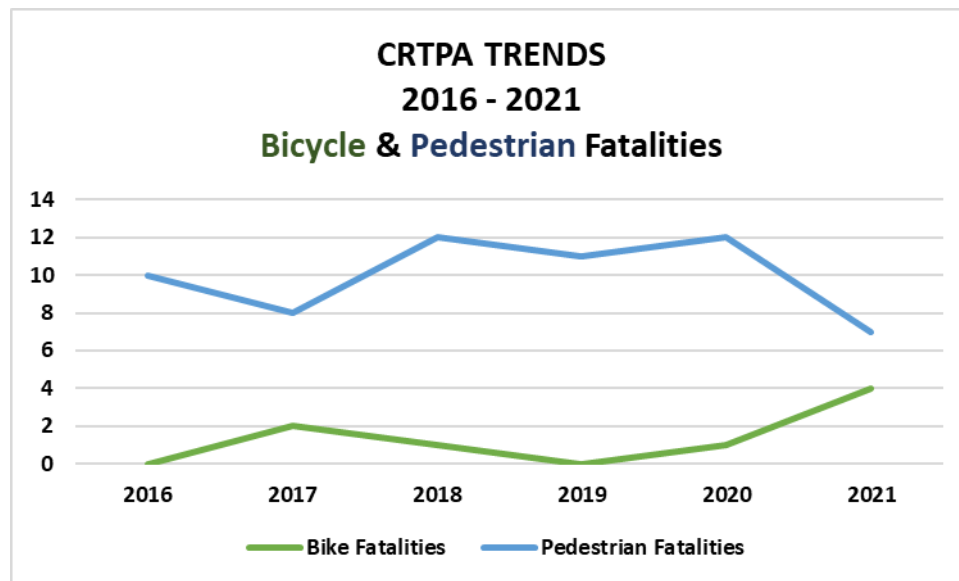


The above chart reflects that from 2006 to 2020 **pedestrian and bicycle combined serious & fatal injuries** reached a high of 55 in 2008. The most recent two (2) years of reported FDOT data reflect a decrease in 2020 to 38 versus the 2019 amount of 46.

### Bicycle & Pedestrian Fatalities 2016 - 2021

As identified above, one of the five (5) required safety targets is related exclusively to bicycles and pedestrians (*“Number of non-motorized fatalities and non-motorized serious injuries”*). This target combines both bicycle and pedestrian data as well as fatality and serious injury data.

Last year an in-depth analysis was provided by CRTPA staff to the Board ([June 2021](#)) that included a breakout of fatalities and serious injuries for bicycles and pedestrian data. Staff has updated this data to 2021 through use of Signal Four Analytics data.

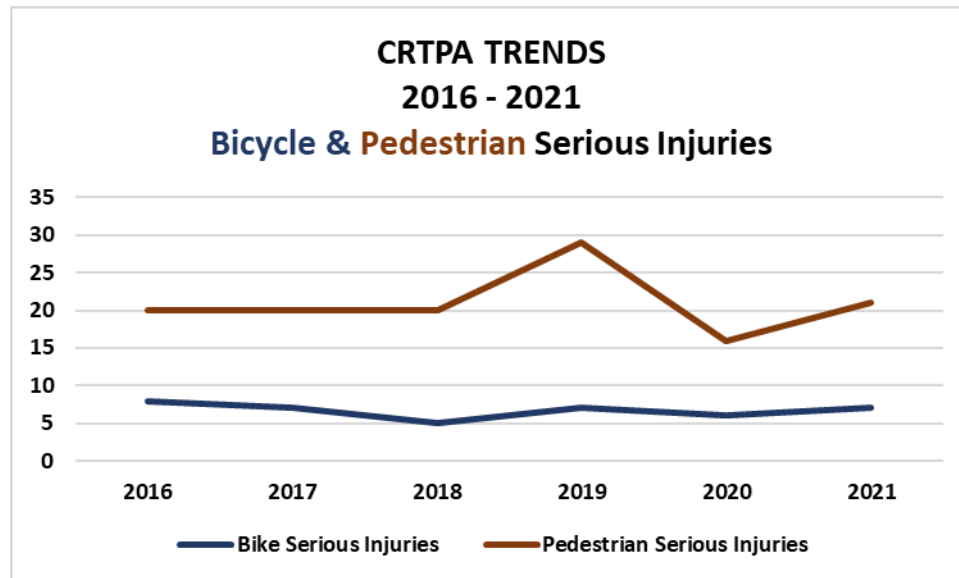


As identified in the above chart, **bicycle fatalities** in 2021 (4) increased from the previous year 2020 (1). For 2021, 2 of such fatalities occurred in Wakulla County and 2 fatalities occurred in Leon County.

**Pedestrian fatalities** (7) in 2021 decreased from the previous year 2020 (12).

### Bicycle & Pedestrian Serious Injuries 2016 - 2021

Similar to above, staff has updated bicycle & pedestrian serious injury data to 2021 using the Signal 4 Analytics database.



As detailed above, for 2021, **pedestrian serious injuries** in 2021 increased (21) from the previous year 2020 (16). **Bicycle serious injuries** increased slightly in 2021 (7) from 2020 (6).

### RECOMMENDED ACTION

- Option 1: Adopt the recommended 2022 C RTPA Safety Targets and a C RTPA long term safety goal of zero fatalities and serious injuries for the C RTPA region.  
(Recommended)
- Option 2: C RTPA Board Discretion.

### ATTACHMENT

- Attachment 1: FDOT 5 Year Average Safety Data
- Attachment 2: Summary of Historical C RTPA Safety Measures
- Attachment 3: Adoption Resolution

FDOT DATA

	Average Annual Fatalities <sup>1</sup>												Average Annual Serious Injuries <sup>2</sup>												Average Annual Fatality Rates <sup>3</sup>																							
	2009-13			2010-14			2011-15			2012-16			2013-17			2014-18			2015-19			2016-20			2009-13			2010-14			2011-15			2012-16			2013-17			2014-18			2015-19			2016-20		
	Average	Average	%Δ	Average	Average	%Δ	Average	Average	%Δ	Average	Average	%Δ	Average	Average	%Δ	Average	Average	%Δ	Average	Average	%Δ	Average	Average	%Δ	Average	Average	%Δ	Average	Average	%Δ	Average	Average	%Δ	Average	Average	%Δ	Average	Average	%Δ	Average	Average	%Δ						
	59.2	53.0	-10.0%	51.4	3.0%	55.6	8.2%	54.2	-2.5%	58.2	7.4%	60.8	4.5%	62.4	2.6%	496.8	313.6	-37.1%	278.4	-11.2%	266.2	-4.4%	258.4	-2.9%	256.4	-0.8%	251.8	-1.8%	241.2	-5.9%	1,321	1,249	-5.6%	1,208	-3.3%	1,279	5.9%	1,216	-4.9%	1,286	5.8%	1,329	3.3%	1.38	7.3%			
Capital Region TPA	Average Annual Serious Injury Rates <sup>4</sup>												Average Annual Pedestrian and Bicyclist Fatalities and Serious Injuries <sup>5</sup>																																			
	2009-13			2010-14			2011-15			2012-16			2013-17			2014-18			2015-19			2016-20			2009-13			2010-14			2011-15			2012-16			2013-17			2014-18			2015-19			2016-20		
	Average	Average	%Δ	Average	Average	%Δ	Average	Average	%Δ	Average	Average	%Δ	Average	Average	%Δ	Average	Average	%Δ	Average	Average	%Δ	Average	Average	%Δ	Average	Average	%Δ	Average	Average	%Δ	Average	Average	%Δ	Average	Average	%Δ	Average	Average	%Δ	Average	Average	%Δ						
	11,123	7,380	-33.8%	6,535	-11.2%	6,147	-5.9%	5,942	-5.0%	5,602	-2.6%	5,508	-3.2%	5,323	-5.3%	43.8	41.4	-5.5%	42.4	-2.4%	44.0	3.8%	43.8	-0.5%	42.2	-3.7%	43.0	1.9%	40.2	-4.7%																		

DATA SOURCES: Fatality and serious injury counts from Florida Dept. of Transportation (FDOT) State Safety Office's Crash Analysis Reporting (CAR) database\*.

(1) The average number of fatalities per year is the sum of the annual total fatalities for each year in the range divided by 5.

(2) The average fatality rate is an average of the yearly rate figures for the years in the range, to three decimal places.

(3) The average number of serious injuries per year is the sum of the annual total serious injuries for each year in the range divided by 5.

(4) The average serious injury rate is an average of the yearly rate figures for the years in the range, to three decimal places. Each yearly rate is calculated by dividing the total number of serious injuries for the year by the total traffic volume for the year.

(5) The average number of combined fatalities and serious injuries for bicyclists and pedestrians is per year is the sum of the annual total bicyclist and pedestrian fatalities and total bicyclist and pedestrian serious injuries for each year in the range divided by 5

## ATTACHMENT 2

### CRTPA ADOPTED SAFETY PERFORMANCE TARGETS (2018 to 2022\*)

SAFETY PERFORMANCE MEASURE	Adopted Target 2018 <sup>1</sup>	Reported 2018 <sup>2</sup>	Adopted Target 2019 <sup>1</sup>	Reported 2019 <sup>2</sup>	Adopted Target 2020 <sup>1</sup>	Reported 2020 <sup>2</sup>	Adopted Target 2021	PROPOSED Target 2022
Number of fatalities	56	58	54	54	58	56	58	55
Rate of fatalities per 100 Million Vehicle Miles Traveled (VMT)	1.279	1.245	1.203	1.166	1.273	1.339	1.273	1.209
Number of serious injuries	266	245	258	243	256	196	252	239
Rate of serious injuries per 100 Million VMT	7.313	5.259	5.842	5.249	5.684	4.865	5.513	5.237
Number of non-motorized fatalities and non-motorized serious injuries	44	37	43.8	46	42.2	38	42.2	40

<sup>1</sup> - based on reported 5 year data average (source: Annual Safety Data for FHWA Performance Measures by MPO provided by FDOT)

<sup>2</sup> - based on reported annual data (source: Annual Safety Data for FHWA Performance Measures by MPO provided by FDOT)

## CRTPA RESOLUTION 2022-02-7A

**A RESOLUTION OF THE CAPITAL REGION TRANSPORTATION PLANNING AGENCY (CRTPA)  
ADOPTING TARGETS FOR SAFETY PERFORMANCE MEASURES**

**Whereas**, the Capital Region Transportation Planning Agency (CRTPA) is the organization designated by the Governor of Florida on August 17, 2004 together with the State of Florida, for carrying out provisions of 23 U.S.C. 134 (h) and (i)(2), (3) and (4); CFR 450.324, 326, 328, 330, and 332; and FS 339.175 (5) and (7); and

**Whereas**, the Federal Highway Administration issued a final rule based on section 1203 of the Moving Ahead for Progress in the 21st Century (MAP-21) and with considerations to provisions in the Fixing America's Surface Transportation (FAST) Act, which established five safety performance measures; and

**Whereas**, the Florida Department of Transportation, as part of their annual development of the State Highway Safety Improvement Plan has developed safety targets for each of the five safety performance measures; and each Metropolitan Planning Organization shall establish safety targets for each state by February 27, 2022 and report progress over time in reaching the adopted target; and

**Whereas**, CRTPA review, in coordination with the Florida Department of Transportation and local transportation partners has identified opportunities for inclusion of safety improvements in projects, and the monitoring of safety criteria, in order to achieve higher safety measures in the CRTPA region.

**NOW, THEREFORE LET IT BE RESOLVED BY THE CAPITAL REGION TRANSPORTATION PLANNING AGENCY THAT:**

The CRTPA adopts the following targets for Safety Performance Measures for 2022:

<b>2022 Safety Performance Measures</b>	<b>Safety Targets</b>
Number of fatalities	55
Rate of fatalities per 100 Million Vehicle Miles Traveled (VMT)	1.209
Number of serious injuries	239
Rate of serious injuries per 100 Million VMT	5.237
Number of non-motorized fatalities and non-motorized serious injuries	40

Furthermore, the CRTPA adopts a long-term safety goal of zero fatalities and serious injuries for the CRTPA region.

Passed and duly adopted by the Capital Region Transportation Planning Agency on this 21st day of February 2022.

**Capital Region Transportation Planning Agency**

**Attest:**

**By:** \_\_\_\_\_  
Kristin Dozier, Chair

\_\_\_\_\_  
Greg Slay, Executive Director



February 21, 2022



AGENDA ITEM 8

**FLORIDA DEPARTMENT OF TRANSPORTATION REPORT**

**TYPE OF ITEM:** Information

A status report on the activities of the Florida Department of Transportation will be discussed.

February 21, 2022



AGENDA ITEM 9

**EXECUTIVE DIRECTOR'S REPORT**

**TYPE OF ITEM:** Information

A status report on the activities of the Capital Region Transportation Planning Agency (CRTPA) will be provided.



February 21, 2022

## AGENDA ITEM 10A

### FUTURE MEETINGS

TYPE OF ITEM: CRTPA Information

Meeting Date	Meeting Type	Location
March 15	Board Meeting	City of Tallahassee, City Hall, Commission Chambers, 2 <sup>nd</sup> Floor, 1:30 pm – 4:00 pm
April 19	Board Meeting	City of Tallahassee, City Hall, Commission Chambers, 2 <sup>nd</sup> Floor, 1:30 pm – 4:00 pm
May 17	Board Meeting	City of Tallahassee, City Hall, Commission Chambers, 2 <sup>nd</sup> Floor, 1:30 pm – 4:00 pm
June 20*	Board Meeting	City of Tallahassee, City Hall, Commission Chambers, 2 <sup>nd</sup> Floor, 1:30 pm – 4:00 pm
September 27**	Board Meeting	City of Tallahassee, City Hall, Commission Chambers, 2 <sup>nd</sup> Floor, 1:30 pm – 4:00 pm
October 18	Retreat/Workshop	9:00 AM-1:00 PM Location: TBD
November 15	Board Meeting	City of Tallahassee, City Hall, Commission Chambers, 2 <sup>nd</sup> Floor, 1:30 pm – 4:00 pm
December 20	Board Meeting	City of Tallahassee, City Hall, Commission Chambers, 2 <sup>nd</sup> Floor, 1:30 pm – 4:00 pm

\*Indicates Monday Meeting

\*\* Moved to address conflicts with Budget Workshop and Public Hearing (Leon County)



## AGENDA ITEM 10B

### **COMMITTEE ACTIONS (CITIZEN'S MULTIMODAL ADVISORY COMMITTEE & TECHNICAL ADVISORY COMMITTEE)**

TYPE OF ITEM: CRTPA Information

#### **STATEMENT OF ISSUE**

This item provides information on the activities of the Technical Advisory Committee (TAC) and the Citizens Multimodal Advisory Committee (CMAC) to the Capital Region Transportation Planning Agency (CRTPA).

**TAC and CMAC:** The committees each met on February 1, 2022, and took action on the following:

- **Minutes of the November 2, 2021 and January 4 CMAC Meeting**
  - **TAC Action:** There was no quorum present at the meeting, therefore, minutes will be on the March Agenda for approval.
  - **CMAC Action:** Recommended approval.
- **Transportation Improvement Program Amendment**
  - **TAC Action:** Although there was no quorum present, the consensus among those in attendance was to recommend the Board approve the TIP amendment for the Thomasville Road Multi-use Path.
  - **CMAC Action:** Recommended the Board approve the TIP amendment for the Thomasville Road Multi-use Path.
- **CRTPA Safety Measures**
  - **TAC Action:** Although there was no quorum present, the consensus among those in attendance was to recommended adoption of the proposed targets.
  - **CMAC Action:** Recommended adoption of safety targets.



February 21, 2022

## AGENDA ITEM 11

### **ITEMS FROM MEMBERS**

This portion of the agenda is provided to allow members an opportunity to discuss and request action on items and issues relevant to the CRTPA, as appropriate.