June 17, 2019



# Public Transportation Grant Agreement Section 5305(d) Funds

Type of ITEM: Consent

### **STATEMENT OF ISSUE**

We have received the latest Public Transit Grant Agreement from FDOT for our Federal Transit Administration (FTA) Section 5305(d) funds. The Agreement is for three years and expires June 30, 2023. Funds for the first year of the agreement total \$147,219. This amount represents the federal and state share. There is a local match of \$14,721 that is provided by the member governments of the CRTPA.

### **RECOMMENDED ACTION**

Option 1: Approve the agreement pending final legal review

Option 2: Provide other direction.

### **ATTACHMENTS**

Attachment 1: FY 2020 – 2023 Public Transportation Grant Agreement

## PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01 STRATEGIC DEVELOPMENT OGC 02/19

Financial Project Number(s): (item-segment-phase-seguence)		Fund(s):	DPTO,DU	FLAIR Category:	088774	
421716-2-14-28		Work Activity Code/Function:	215	Object Code:	780000	
		Federal Number/Federal Award		Org. Code:	55032020329	
		Identification Number (FAIN) – Transit only:		Vendor Number:	F596000435134	
Contract Number:	G1779	Federal Award Date:				
CFDA Number:	20.505	Agency DUNS Number:	80-939-			
Of DA Number.			7102			
CFDA Title:	Metropolita	an Transportation Planning and State and Non	-	•		
CEDA TILLE.	Metropolitan Planning and Research					
CSFA Number:	N/A					
CSFA Title:	N/A					

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into \_\_\_\_\_\_, by and between the State of Florida, Department of Transportation, ("Department"), and <u>Capital Region Transportation Planning Agency</u>, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- Authority. The Agency, by Resolution or other form of official authorization, a copy of which is attached
  as Exhibit "D", Agency Resolution and made a part of this Agreement, has authorized its officers to
  execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.000,
  Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement. The purpose of this Agreement is to provide for the Department's participation in <a href="Metropolitan Planning">Metropolitan Planning</a> Other Activities, as further described in <a href="Exhibit">Exhibit</a> "A", <a href="Project Description">Project Description</a> and <a href="Responsibilities">Responsibilities</a>, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- **3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

_	Aviation
	Seaports
<u>X</u>	Transit
	Intermodal
_	Rail Crossing Closure
_	Match to Direct Federal Funding (Aviation or Transit)
_	Other

- 4. Exhibits. The following Exhibits are attached and incorporated into this Agreement:
  - X
     Exhibit A: Project Description and Responsibilities
     X
     Exhibit B: Schedule of Financial Assistance
     \*Exhibit B1: Deferred Reimbursement Financial Provisions
     \*Exhibit B2: Advance Payment Financial Provisions
     \*Exhibit C: Terms and Conditions of Construction
     X
     Exhibit D: Agency Resolution
     X
     Exhibit E: Program Specific Terms and Conditions
     Exhibit F: Contract Payment Requirements
     \*Exhibit G: Financial Assistance (Single Audit Act)
     \*Additional Exhibit(s):

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\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

- 5. Time. Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.
- **6. Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through <u>June 30</u>, <u>2023</u>. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.
  - **a.** \_\_ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the \_\_ day of \_\_, or within \_\_ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

- 7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.
- 8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency'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.
  - a. If the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
  - **b.** 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.
  - c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
  - **d.** In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
  - **e.** The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

### 9. Project Cost:

## PUBLIC TRANSPORTATION GRANT AGREEMENT

- a. The estimated total cost of the Project is \$147,219. This amount is based upon Exhibit "B", Schedule of Financial Assistance. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in Exhibit "B", Schedule of Financial Assistance, may be modified by mutual written agreement of the Parties and does not require execution of an Amendment to the Public Transportation Grant Agreement. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$16,358 and, the Department's participation in the Project shall not exceed 10.00% of the total eligible cost of the Project, and as more fully described in Exhibit "B", Schedule of Financial Assistance. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

### 10. Compensation and Payment:

- a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in Exhibit "A", Project Description and Responsibilities, and as set forth in Exhibit "B", Schedule of Financial Assistance.
- b. Deliverables. The Agency 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 more fully in Exhibit "A", Project Description and Responsibilities. Modifications to the deliverables in Exhibit "A", Project Description and Responsibilities requires a formal written amendment.
- c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in Exhibit "A", Project Description and Responsibilities. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A", Project Description and Responsibilities has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in Exhibit "F", Contract Payment Requirements.
- **e.** Travel Expenses. The selected provision below is controlling regarding travel expenses:
  - \_\_\_ Travel expenses are NOT eligible for reimbursement under this Agreement.
  - $\underline{X}$  Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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- f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in Exhibit "E", Program Specific Terms and Conditions attached to and incorporated into this Agreement.

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- k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- I. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See Exhibit "B", Schedule of Financial Assistance for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year. 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."

- o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in Exhibit "A", Project Description and Responsibilities, and as set forth in Exhibit "B", Schedule of Financial Assistance, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved.

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in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.** 

- **11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.
  - **a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
  - b. Right-of-Way Certification. If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
  - c. Notification Requirements When Performing Construction on Department's Right-of-Way. In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
    - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
    - **ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
  - d. \_\_ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: Use of Agency Workforce. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
  - e. \_ If this box is checked, then the Agency is permitted to utilize **Indirect Costs:** Reimbursement for Indirect Program Expenses (select one):
    - i. \_\_ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
    - ii. \_\_Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
    - iii. \_\_ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
  - f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards. The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
  - g. Claims and Requests for Additional Work. The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

### 12. Contracts of the Agency:

- a. Approval of Third Party Contracts. The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services. It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", Schedule of Financial Assistance, or that is not consistent with the Project description and scope of services contained in Exhibit "A", Project Description and Responsibilities must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act. It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs 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 DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.
- **13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

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a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

### 14. Sale, Transfer, or Disposal of Department-funded Property:

- **a.** The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- **b.** If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
  - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
  - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
  - **iii.** Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
  - **iv.** If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
  - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
  - **ii.** There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.
- 15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

### **Federal Funded:**

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- **b.** The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
  - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F Audit Requirements. Exhibit "G", Financial Assistance (Single Audit Act), to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F Audit Requirements, will meet the requirements of this part.
  - **ii.** In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F Audit Requirements.
  - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a sinale audit exemption statement to the Department FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
  - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <a href="https://harvester.census.gov/facweb/">https://harvester.census.gov/facweb/</a> the audit reporting package as required by 2 CFR Part 200, Subpart F Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to <a href="mailto:FDOTSingleAudit@dot.state.fl.us">FDOTSingleAudit@dot.state.fl.us</a> within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F Audit Requirements.
  - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F Audit Requirements,

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the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

- Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
- 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance:
- 3. Wholly or partly suspend or terminate the Federal award;
- **4.** Initiate suspension or debarment proceedings as authorized under 2 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 Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, Florida 32399-0450 FDOTSingleAudit@dot.state.fl.us

### State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- **b.** The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
  - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "G", Financial Assistance (Single Audit Act), to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply

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with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at <a href="FDOTSingleAudit@dot.state.fl.us">FDOTSingleAudit@dot.state.fl.us</a> no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and <a href="elects">elects</a> to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, Florida 32399-0405 FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General Local Government Audits/342 111 West Madison Street, Room 401 Tallahassee, FL 32399-1450

Email: flaudgen localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

## PUBLIC TRANSPORTATION GRANT AGREEMENT

- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.
- **16. Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

### 17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. Convicted Vendor List. 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. Discriminatory Vendor List. 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. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- **d. Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

## PUBLIC TRANSPORTATION GRANT AGREEMENT

- e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

### **g. E-Verify.** The Agency shall:

- Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
- ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

### 18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

# PUBLIC TRANSPORTATION GRANT AGREEMENT

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies. coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy

## PUBLIC TRANSPORTATION GRANT AGREEMENT

or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

**e.** When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

### 19. Miscellaneous:

- a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- **c. Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- **d.** Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- **e. Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency 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 Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. Execution of Agreement. 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.
- h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION

## PUBLIC TRANSPORTATION GRANT AGREEMENT

- i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

Planning Agency	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Ву:	Ву:
Name: Dr. Anthony O. Viegbesie	Name: Jared W. Perdue, P.E.
Title: Chairman	Title: <u>Director of Transportation Development - District 3</u>
	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION Legal Review:
	Cary Hawkins (or Designee)

### **EXHIBIT A**

**Project Description and Responsibilities** 

**Refer to Attached UPWP** 

### **EXHIBIT B**

**Schedule of Financial Assistance** 

**Refer to Attached UPWP** 

# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT EXHIBITS

### **EXHIBIT D**

### **AGENCY RESOLUTION**

PLEASE SEE ATTACHED

### Form 725-000-02 STRATEGIC OGC 03/19

## **PUBLIC TRANSPORTATION GRANT AGREEMENT EXHIBITS**

### **EXHIBIT E** PROGRAM SPECIFIC TERMS AND CONDITIONS - TRANSIT

(Section 5305(d): Metropolitan Transportation Planning Program)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

- 1. Conformance with Enabling Legislation. This Agreement is in conformance with Section 5305(d) of the Federal Transit Act (49 U.S.C. 5305(d)) and Chapter 341, F.S.
- 2. Adherence to Certifications and Assurances. The Agency shall ensure adherence to the various Federal requirements documented in FTA (formerly UMTA) Circular 8100.1a, including Title VI of the Civil Rights Act of 1964, Disadvantaged Business Enterprise requirements, and the Americans with Disabilities Act of 1990, and all other federally required certifications and assurances made in its application to the Department for Section 5305(d) funds.
- 3. Adherence to Federal Planning Requirements. The Agency shall adhere to all applicable planning requirements established and set forth by the U.S. Department of Transportation, including development and timely submission of its Transportation Improvement Program (TIP) and annual/biennial element and Unified Planning Work Program (UPWP).
- 4. FTA Compliance. The Agency shall comply with any special conditions imposed by the Federal Transit Administration (FTA) as a condition of grant approval. Costs incurred prior to execution of this Agreement cannot be charged to the grant. Costs incurred by the Agency to prepare and file an application are not eligible Project costs.
- 5. Formula Information. This program is authorized under 49 U.S.C., Sections 5305, and USDOT, FTA Circular C 8100.1C, Program Guidance and Application Instructions for Metropolitan Planning Program Grants, dated September 1, 2008, as amended. The Intermodal Surface Transportation Efficiency Act of 1991, as amended (ISTEA) has divided Metropolitan Planning Program (MPP) authorizations into two categories: 80 percent is designated for basic MPP work, with the remaining 20 percent designated for supplemental assistance. FTA combines both the basic and supplemental MPP assistance for each state when FTA publishes its annual apportionment notice in the Federal Register. The ISTEA also prescribes different formulas for apportioning and allocating basic and supplemental MPP assistance, as described below:
  - a) Basic MPP Assistance.
    - 1) FTA apportions 80 percent of the available MPP assistance to the states, based on the ratio equal to the population in each state's urbanized areas divided by the total population in urbanized areas in all the states, as shown by the latest available decennial census prepared by the U.S. Bureau of the Census. If necessary, FTA is required to make adjustments to that formula to assure that each state is apportioned a minimum amount of .5 percent of this 80 percent basic assistance.
    - 2) Each state must then allocate its MPP assistance to its MPOs consistent with the FTA-approved formula the state has developed with its MPOs.

### **b)** Supplemental MPP Assistance.

1) FTA then apportions the remaining 20 percent of the MPP assistance to the states to supplement costs experienced by MPOs in carrying out MPP activities. FTA's administrative formula for apportioning the remaining 20 percent focuses on the planning needs of the larger, more complex metropolitan areas.

Form 725-000-02 STRATEGIC DEVELOPMENT OGC 03/19

2) The state must then allocate this supplemental MPP assistance consistent with a formula reflecting the additional costs its MPOs have experienced in carrying out the requisite planning, programming, and work selection necessary for the metropolitan area to comply with the various Federal transportation requirements.

Note particularly, that states must allocate to each of its MPOs at least as much MPP assistance as that MPO received in Federal fiscal year 1991. The Department uses the federally published allocations to program and make available the funding under the Section 5303 program to local agencies. The State program procedures Topic no. 725-030-040, Section 5303 Program, require the Districts to use the same federal allocations when preparing agreements with local agencies.

-- End of Exhibit E --

### **EXHIBIT F**

# Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <a href="http://www.myfloridacfo.com/aadir/reference\_guide/">http://www.myfloridacfo.com/aadir/reference\_guide/</a>.

### **EXHIBIT G**

### FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

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

**CFDA No.:** 20.505

CFDA Title: Metropolitan Transportation Planning and State and Non-Metropolitan Planning and Research

\*Award Amount: \$147,219

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate:

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

## 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

## 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 <a href="http://uscode.house.gov/browse.xhtml">http://uscode.house.gov/browse.xhtml</a>

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

Federal Highway Administration – Florida Division www.fhwa.dot.gov/fldiv

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS) www.fsrs.gov

<sup>\*</sup>The federal award amount may change with amendments

<sup>\*\*</sup>Research and Development as defined at §200.87, 2 CFR Part 200



## UNIFIED PLANNING WORK PROGRAM

## Fiscal Years 2018/19-2019/20

Effective Date: July 1, 2018—June 30, 2020

Adoption Date: May 15, 2018 Modified August 23, 2018<sup>1</sup> Modified December 21, 2018<sup>1</sup>

Prepared by the
Capital Region Transportation Planning Agency
300 South Adams Street
Tallahassee, FL 32301
(850)891-8630

### www.crtpa.org

Federal Aid ID No. 0220(056)

FDOT Financial Project Numbers: 439323-2-14-01 (PL), -02 (SA), -03 (CM), -04 (SA)

Code of Federal Domestic Assistance Numbers:

20.205 – Highway Planning and Construction

20.505 – Federal Transit Technical Studies Grant (Metropolitan Planning)

This report was financed in part by the Federal Highway Administration, Federal Transit Administration, Florida Department of Transportation and participating local governments.

<sup>1</sup>Modification details listed on next page

# CAPITAL REGION TRANSPORTATION PLANNING AGENCY FY 2018/19 - 19/20 UNIFIED PLANNING WORK PROGRAM

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### **Modifications**

**Agency Comments** 

August 23, 2018 – Revised budget amounts for SW Area Plan and Other in Task 7.0.

December 21, 2018 – Transferred funds (\$55K) from Task 4.0 to Task 1.0 for additional audit costs.

## **Revision History**

August 23, 2018

Task 7.1 - Southwest Area Transportation Plan
Increased original budget from \$272,050 to \$301,000

Task 7.7 – Other Planning Projects

Decreased TBD budget from \$200,000 to \$171,050 Changes reflected on Page 35, FY 2018/19 Estimate Task Budget Table

### Resolution 2018-##

A RESOLUTION APPROVING THE FY 2018/19 - FY 2019/20 UNIFIED PLANNING WORK PROGRAM FOR THE CAPITAL REGION TRANSPORTATION PLANNING AGENCY (CRTPA); AUTHORIZING THE CHARIMAN TO EXECUTE ALL REQUIRED FORMS ANDS ASSURANCES; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL SUBSEQUENT GRANT APPLICATIONS, AND INVOICES.

Whereas, the CRTPA is the designated and constituted body responsible for the urban transportation planning and programming process; and

Whereas, the CRTPA is the authorized recipient of the United States Department of Transportation's planning funds; and

Whereas, the CRTPA prepared and submitted a Fiscal Years 2019 and 2020 Unified Planning Work Program; and

Whereas, comments from reviewing agencies have been received and addressed; and

Whereas, minor adjustments were made along with textual clarifications requested by the reviewing agencies; and

Whereas, a final Unified Planning Work Program reflecting agency comments has been prepared.

NOW THEREFORE BE IT RESOLVED that the CRTPA:

- 1. Adopts the Final Unified Planning Work Program for FY 2018/19 and FY 2019/20, and
- 2. Authorizes the Chairman to execute all required forms and assurances, and
- 3. Authorizes the CRTPA Executive Director to file and execute all related grant applications and invoices for the Unified Planning Work Program and Section 5305(d) Transit Planning Grant.

DONE, ORDERED, AND ADOPTED THIS 15th DAY OF May 2018

CAPITAL REGION TRANSPORTATION PLANNING AGENCY

Nick Maddox, Chairman

ATTEST:

Greg Slay, Executive Director



Cost Analysis Certification
Capital Region TPA
Unified Planning Work Program - FY 2019-2020
Adopted 5/15/2018
Revision Number: Revision 2
I hereby certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary, as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.
Name: Donna M. Green
MPO Liaison, District Three
Title and District

1/3/2019

### **GLOSSARY OF ABBREVIATIONS**

ADA - Americans with Disabilities Act of 1990

ARPC - Apalachee Regional Planning Council

ATMS - Automated Traffic Management System

CMAC - Citizen's Multimodal Advisory Committee

CFR - Code of Federal Regulations

CMP - Congestion Management Process

CTC - Community Transportation Coordinator

CTD - Commission for the Transportation Disadvantaged

CTST - Community Traffic Safety Team

DBE - Disadvantaged Business Enterprise

DOPA - Designated Official Planning Agency

DRI - Development of Regional Impact

ETDM - Efficient Transportation Decision Making

FAST Act - Fixing America's Surface Transportation Act

FDOT - Florida Department of Transportation

FHWA - Federal Highway Administration

FSUTMS - Florida Standard Urban Transportation Modeling Structure

FTA - Federal Transit Administration

GIS - Geographic Information System

GMIS - Grant Management Information System (FTA funds)

ITS - Intelligent Transportation System

JPA - Joint Participation Agreement

LOS - Level of Service

LRTP - Long Range Transportation Plan

### **GLOSSARY OF ABBREVIATIONS (cont.)**

MAP-21 - Moving Ahead for Progress in the 21st Century Act

MPA - Metropolitan Planning Area

MPO/TPO - Metropolitan/Transportation Planning Organization

MPOAC - Metropolitan Planning Organization Advisory Council

RMP - Regional Mobility Plan

ROW - Right of Way

PD&E - Project Development and Environmental Study

PEA - Planning Emphasis Area

PIP - Public Involvement Plan

RPC - Regional Planning Council

SIS - Strategic Intermodal System

STIP - State Transportation Improvement Program

TAC - Technical Advisory Committee

TATMS - Tallahassee Advanced Transportation Management System

TAZ - Traffic Analysis Zone

TDLCB - Transportation Disadvantaged Local Coordinating Board

TDP - Transit Development Plan

TIP - Transportation Improvement Program

TRIP - Transportation Regional Incentive Program

UPWP - Unified Planning Work Program

UA - Urbanized Area (as designated by the 2010 Census)

USC - United States Code

### INTRODUCTION

The Unified Planning Work Program (UPWP) has been prepared to define the tasks to be performed with funds under Title 23 Sections 134 (Metropolitan Transportation Planning), 135 (Statewide Transportation Planning) and Title 49 (Public Transportation) by the Capital Region Transportation Planning Agency (CRTPA) for the period July 1, 2018, through June 30, 2020. This document serves to define activities for the public as well as public officials and agencies that contribute manpower and allocate funds to the transportation planning process. The UPWP provides a description of planning tasks and an estimated budget for each of the planning tasks to be undertaken by the CRTPA. Planning activities programmed within the UPWP meet the level of effort requirements anticipated by the CRTPA to meet local priorities as well as the requirements of Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and the Florida Department of Transportation (FDOT). FHWA and FTA provide funding support through the FDOT, the form of PL, SU, SA and CM funds (FHWA) and the Section 5305(d) funds (FTA). Any expenses not covered by federal funds utilize local funding provided by the member governments of the CRTPA.

Public involvement for the development of the UPWP is accomplished through the regularly scheduled meetings of the Technical Advisory Committee (TAC) and Citizens Multimodal Advisory Committee (CMAC), (draft & final) and CRTPA (draft & final approval). The draft UPWP is also placed on the CRTPA website for public review prior to approval by the CRTPA consistent with the policies of the CRTPA's Public Involvement Plan (PIP).

Development of this UPWP officially began on February 5, 2018 with a kickoff meeting held between CRTPA staff and the Florida Department of Transportation to discuss the overall process. Consistent with previous years, the UPWP was developed through reviewing and updating tasks contained within the preceding document in coordination with CRTPA staff and outside agencies responsible for the tasks identified within the document. Development of the UPWP also included a review of the CRTPA's top critical priorities as identified at its past annual retreats and development of tasks to address these priorities. In addition, staff reviewed the requirements related to development of UPWPs as contained within Chapter 3 of the Metropolitan Planning Organization Program Management Handbook.

The draft UPWP was presented to the CRTPA and its subcommittees for comment (March 2018) and finalized by the CRTPA at its May 15, 2018 meeting. In addition, the draft and final UPWP is posted on the CRTPA's web page - <a href="https://www.crtpa.org">www.crtpa.org</a>.

Subsequent to adoption, the UPWP is reviewed throughout the year to ensure consistency between staff work efforts and tasks identified within the document as well as monitoring work progress and assessing the need for possible amendment. The UPWP reflects compliance with the comprehensive Title VI of the Civil Rights Act of 1964 and Environmental Justice (Executive Order 12898) procedures. Additionally, the UPWP addresses any annual and applicable state and federal Planning Emphasis Areas as detailed in Section II: Organization and Management. Although the CRTPA is in air quality attainment status, CRTPA staff in conjunction with the Florida Department of Transportation continues to monitor the CRTPA's air quality status as well as air quality issues.

Transportation planning in the CRTPA planning area is guided by the Year 2040 Regional Mobility Plan (RMP). The RMP utilizes input from government officials, citizen's advisory boards, technical experts and the public. Selected projects from the Cost Feasible Plan are identified in the Transportation Improvement Program (TIP) project priority listing. These projects are prioritized on an annual basis.

In December 2015, the <u>Fixing America's Surface Transportation Act</u> (FAST Act) was signed into law. The FAST Act serves as the primary surface transportation legislation and is valid until September 30, 2020. The bill identifies ten planning factors that shall be considered as part of the review of projects and plans. Those factors are as follows:

- 1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;
- 2. Increase the safety of the transportation system for motorized and non-motorized users;
- 3. Increase the security of the transportation system for motorized and non-motorized users;
- 4. Increase the accessibility and mobility of people and for freight;
- 5. Protect and enhance the environment, promote energy conservation, improve quality of life, promote consistency between transportation improvements and State and local planned growth and economic development patterns;
- 6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
- 7. Promote efficient system management and operation; and
- 8. Emphasize the preservation of the existing transportation system.
- 9. Improve the resiliency and reliability of the transportation system and reduce or mitigate storm water impacts of surface transportation.
- 10. Enhance travel and tourism.

Table I, on page 36, illustrates the CRTPA's consideration of the ten planning factors in the transportation planning process.

In addition to the FAST Act factors, both the FHWA and FDOT periodically develop Planning Emphasis Areas (PEAs) for consideration as part of the transportation planning process. PEAs are not necessarily requirements for the transportation planning process but more concepts that should be considered as part of the process. For FY 2019 those areas are as follows:

### State

### Rural Transportation Planning

MPOs are encouraged to plan for and coordinate with rural governmental entities both within their planning boundaries as well as those areas outside of the current boundaries that are impacted by transportation movements between regions.

### Transportation Performance Measures

FHWA has finalized six interrelated performance rules to implement the transportation performance measures framework established by MAP-21 and the FAST Act. Collectively, the rules address challenges facing the transportation system, including: improving safety, maintaining the condition of the infrastructure, reducing traffic congestions, improving the efficiency of the system and freight movement, protecting the environment, and reducing delays in project delivery. The rules established

national performance measures. State DOTs and MPOs must establish targets for each measure. Planning documents will identify the strategies and investments used to reach the targets. Progress towards meeting the targets will be reported through new and existing mechanisms. MPOs need to account in their UPWP for the effort necessary to satisfy the federal requirements. As MPOs and Florida DOT venture into this first round of target setting and adopting performance measures into our planning products, more emphasis will be placed on this topic area. The cooperative efforts of Florida's MPOs and DOT to insure this new planning tool will be effective and well-coordinated will need to be shown in the upcoming UPWPs.

### ACES (Automated/Connected/Electric/Shared-use) Vehicles

Adopting and supporting innovative technologies and business practices supports all seven goals of the Florida Transportation Plan and the federal planning factors found in the FAST Act. ACES may lead to great improvements in safety, transportation choices, and quality of life for Floridians, our visitors and the Florida economy. Though there is a great deal of speculation and uncertainty of the potential impacts these technologies will have, MPOs need to determine how best to address the challenges and opportunities presented to them by ACES vehicles.

### ORGANIZATION AND MANAGEMENT OF THE CRTPA

The CRTPA is the public agency responsible for developing policies and procedures to guide the transportation planning process for the Metropolitan Planning Area (MPA). The MPA is consistent with Tallahassee Metropolitan Statistical Area (MSA) and includes Leon, Gadsden, Wakulla and Jefferson counties as well as their respective municipalities. As the agency directly responsible for the guidance of the transportation planning process, the CRTPA strives to ensure that the recommendations are in keeping with the goals and standards of the federal and state government, as well as its member governments. The CRTPA board is composed of members of the Gadsden, Leon Jefferson and Wakulla County Commissions, the City of Tallahassee City Commission and the Leon County School Board. In addition, the five municipalities of Gadsden County (Chattahoochee, Greensboro, Gretna, Havana, Midway and Quincy) are represented by one elected official selected annually by the municipalities.

The CRTPA functions include, but are not limited to, the preparation of the required tasks assigned. Its annual responsibilities are to perform the tasks of preparing the UPWP, the TIP, and the annual CRTPA Audit Report. As with all transportation planning delegated by the federal and state laws, the CRTPA is responsible for insuring adequate representation and compatibility of state, county, and municipal projects in the transportation planning process. This includes consideration of all modes of transportation with respect to the needs of the elderly and handicapped as outlined in the Americans with Disabilities Act.

The CRTPA staff is responsible for collecting and disseminating all information from the transportation planning process to the public. The work effort required to support the planning process is administered by the CRTPA staff in cooperation with local governments and the FDOT. Other agencies that are consulted in various phases of the planning process include the Department of Environmental Protection, the Federal Aviation Administration, Federal Rail Administration and the Water Management District Offices. Additional public input is provided through public meetings, public hearings, and civic meetings.

The CRTPA has three advisory committees: the Citizens Multimodal Advisory Committee (CMAC), the Technical Advisory Committee (TAC) and the Transportation Disadvantaged Local Coordinating Board (TDLCB). The CMAC is composed of members of the public who represent the general welfare of the community. The TAC, composed of engineers, planners, and other related transportation professionals, reviews plans, programs, and projects and recommends solutions to the CRTPA based on technical expertise. The TDLCB identifies the local needs of the transportation disadvantaged population and investigates alternatives to meet those needs. The CMAC and TAC meet approximately two weeks prior to regularly scheduled CRTPA meetings to ensure that their recommendations are incorporated in CRTPA agenda items and provided to CRTPA members in a timely manner. The bylaws for the advisory committees are available for review on the CRTPA website <a href="https://www.crtpa.org">www.crtpa.org</a>.

### Status of Current Agreements

• <u>Interlocal Agreement for the Creation of the MPO</u>: The current Interlocal Agreement establishing the CRTPA was adopted and executed on March 13, 2014. In February 2018, the CRTPA voted to eliminate the weighted voting system and transition to a one member-one vote method. The Interlocal will be update during 2018 to reflect this change.

- <u>Transportation Planning Funds (PL) Joint Participation Agreement (JPA)</u>: The Transportation Planning Funds JPA between the CRTPA and the FDOT outlines the parameters to administer federal PL funds and was approved by the CRTPA on June 20<sup>th</sup>, 2016. In is anticipated a new PL JPA will be signed concurrent with the final approval of this UPWP.
- Intergovernmental Coordination and Review and Public Transportation Coordination Joint Project Agreement (ICAR): The purpose of this agreement is to provide for coordination with public transit operators, as well as to provide a process through the ARPC for intergovernmental coordination and review and identification of inconsistencies between proposed CRTPA transportation plans and local government plans. This agreement between the FDOT, CRTPA, the Apalachee Regional Planning Council (ARPC), StarMetro, and the Tallahassee Regional Airport was approved by the CRTPA on February 20, 2018. This agreement also provides a process for conflict and dispute resolution through the ARPC.
- <u>Public Transportation Joint Participation Agreement</u>: This agreement between the CRTPA and the FDOT to fund the Section 5305(d) grant was executed on September 15, 2014 and expires on September 30, 2018. The agreement's purpose is to fund the Section 5305(d) grant as identified in the CRTPA's UPWP.
- <u>Staff Services Agreement</u>: This agreement details the relationship between the CRTPA and the
  City of Tallahassee in the provision of various administrative services and benefits for CRTPA
  employees. The agreement was signed in May 2012 for a period of seven years. The
  agreement will be reviewed and updated prior to its expiration.

### STATUS OF LOCAL AND REGIONAL PLANNING ACTIVITIES

### YEAR 2040 REGIONAL MOBILITY PLAN

The 2040 Regional Mobility Plan was adopted by the CRTPA in December 2015. This plan identifies roadway, transit, bicycle and pedestrian projects within the CRTPA planning area boundary. The Leon County section of bicycle and pedestrian projects contained within this plan were identified as part of development of the Tallahassee-Leon County Year Bicycle and Pedestrian Master Plan (discussed below). Other projects will be identified from other member jurisdictions. This plan is available for review on the CRTPA's website (<a href="https://www.crtpa.org">www.crtpa.org</a>). The next RMP update will commence in late 2018.

# BICYCLE/PEDESTRIAN ACTIVITIES

An update to the 2004 Tallahassee-Leon County Year Bicycle/Pedestrian Master Plan (BPMP) was initiated in February 2018. The initial phases included stakeholder meetings and development of goals and objectives. The plan will look to improve safety and connectivity with a special emphasis on connecting neighborhoods with nearby attractions such as shopping, dining and recreation. The plan is anticipated to be competed in March 2019.

### PUBLIC TRANSPORTATION

### StarMetro

The current Transit Development Plan (TDP) was adopted in late 2015 and provides an overview of existing StarMetro service as well as planned improvements over the next 10 years. The TDP can be viewed at <a href="http://crtpa.org/files/112726434.pdf">http://crtpa.org/files/112726434.pdf</a>. The CRTPA continues to work with StarMetro to ensure transit is an integral part of the overall system. StarMetro has participated on project advisory teams for the Southwest Area Transportation Plan and the Bicycle/Pedestrian Master Plan Update and is a stakeholder in the ITS Master Plan update.

# Leon County Transportation Disadvantaged Service Plan (TDSP)

The CRTPA currently serves as the Designated Official Planning Agency for the TD Program Leon County. As of July 1, 2017, administration of the Gadsden, Jefferson and Wakulla County programs transferred to the Apalachee Regional Planning Council.

This five-year plan includes a service analysis and implementation plan for transportation disadvantaged services within Leon County. The annual update to this plan was approved on November 2017

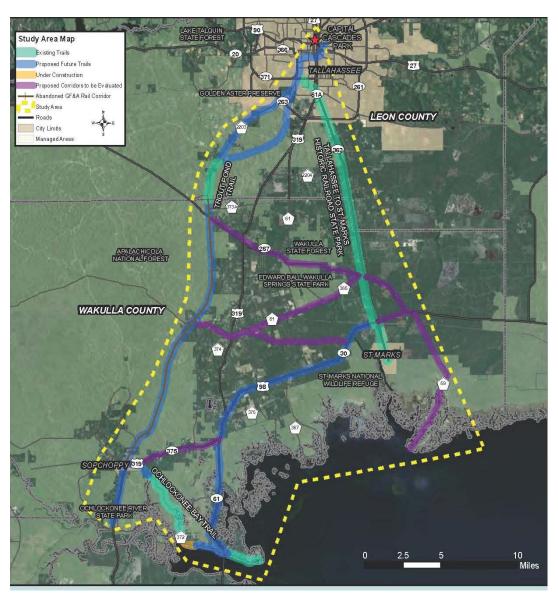
### **REGIONAL TRAILS**

Over the last two years, the CRTPA has made significant progress on the development of a regional trail system. In 2014, the CRTPA completed the Capital City to the Sea Trails Master Plan. The Plan identified a series of interconnected trails that link the Tallahassee area to several destinations along the Gulf of Mexico in Wakulla County. Utilizing the existing St. Marks Trail as well as new trail

opportunities, the Plan provides a significant blueprint to develop over 130 miles of multi-use trails. The information developed as part of the Plan was used in the successful application for the Coastal Trail section from Wakulla High School to the beginning of the existing Ochlocknee Bay Trail in Panacea. The segment of the Coastal Trail along US 98 from Wakulla High School to the St. Marks Trail was opened to the public in May 2018. FDOT has committed funding for the remaining segments from the Ochlockonee Bay Trail to Wakulla High School in 2022. The CRTPA continues to work with its many partners in the development of the CC2S.

The Capital City to the Sea Trails Master Plan can be viewed by clicking <a href="here">here</a>. Figure 1 shows the various trails identified in the Plan.

Figure 1



### PRIORITIES FOR FY 2018/19 AND FY 2019/20

# SOUTHWEST AREA TRANSPORTATION PLAN

The SW Area Transportation Plan is a multi-roadway plan designed to serve as a precursor to the planned Orange Avenue Project Development and Environmental (PD&E) Study scheduled for FY 2019. The Plan is a joint effort of the CRTPA and the Blueprint Agency and will include a multi-modal review of three corridors: Orange Avenue from Capital Circle SW to South Monroe Street, Lake Bradford Street from Gaines Street to Capital Circle SW and Springhill Road from Orange Avenue to Capital Circle SW. The area includes several significant community assets including FAMU, FSU, Tallahassee International Airport and Lake Bradford as well as additional secondary schools and numerous neighborhoods.

The Plan is anticipated to be completed in early 2019.

### TALLHASSEE MIDTOWN AREA TRANSPORTATION PLAN - PHASE 2

Currently, Thomasville Road through the Midtown area is severely congested throughout the day. This congestion, coupled with the significant increases in pedestrian activity along the corridor, has created to need to identify creative solutions to improve the overall safety and operations of the transportation system in the area.

In February 2018, the first phase of The Midtown Area Plan was completed. Phase 1 of the Plan identified potential modifications to the transportation network including changes to Thomasville Road (one-way conversion and potential access management modifications), an evaluation of a roundabout at the Five Points intersection, a Complete Street implementation, a conversion of the current one-way pairs East 6<sup>th</sup> and 7<sup>th</sup> Avenues to two-way operation as well as the sidewalk network. A technical evaluation of each alternative was conducted to determine the impact of the identified alternatives.

Phase 2 will include a public involvement program to engage residents and business owners in Midtown and include review of StarMetro service as well. Once input is received, the final Plan will be developed. Phase 2 was initiated in April 2017 and is expected to take 6-9 months to complete.

### PERFORMANCE MEASURES

The FAST Act requires MPO to adopt a series of performance measures to establish a data-driven approach to improve decision making for prioritizing transportation projects. In February 2018, the CRTPA adopted performance measure related to safety. Additional measures for mobility, pavement condition and bridge condition are required to be adopted by November 2018. System performance measures are anticipated to include (but not limited to) travel time reliability, overall delay and average travel speed. Measures for pavement and bridge condition have not yet been determined.

In June 2017, the CRTPA initiated an update on the Congestion Management Plan (CMP). The prior current CMP was completed in 2012 and developed primarily on a policy-based process. Potential approaches to improve congestion included implementation of Transportation Demand Management (TDM) strategies through local

### PRIORITIES FOR FY 2018/19 AND FY 2019/20 - CON'T

comprehensive plans. The updated CMP focused on identifying projects to improve congestion/delay levels as well as safety improvement.

### 2045 REGIONAL MOBILITY PLAN

As mentioned previously, the current 2040 RMP as adopted in December 2015. This UPWP will cover the bulk of the efforts to update the 2040 RMP to a horizon year of 2045. Activities will include review of model network and Traffic Analysis Zone (TAZ) structure and review of potential data sources to develop 2015 base year socioeconomic data. The public involvement portion is expected to begin in late 2019 last through the development of alternatives (early, mid-2020) and last through the adoption of the plan in late 2020.

### ITS MASTER PLAN UPDATE

In February 2018, the CRTPA, in partnership with the Tallahassee Advanced Transportation Management System (TATMS), initiated an update to the ITS Master Plan for Tallahassee/Leon County. The ITS Master Plan will include an inventory of existing deployments, an operational needs assessment as well as potential future deployment and a prioritization of anticipated needs. The ITS Plan Update is anticipated to be completed in March 2019.

### BICYCLE/PEDESTRAIN MASTER PLAN UPDATE

As mentioned previously, the current Bicycle/Pedestrian Master Plan was adopted in 2004. In February 2018, the CRTPA initiated a major update of the existing Plan. The update will focus on the development of a connected system of facilities including bicycle lanes, sidewalks and multi-use trails. Of particular emphasis will be connecting residential areas to nearby attractions such as retail and dining to promote alternative modes of transportation for shorter trips. The Plan will also identify connections to the various greenways in the area as identified in the Greenways Master Plan.

### MONTICELLO TRAIL EXTENSION FEASIBILITY STUDY

The Monticello Trail Feasibility Study will review available alternatives to extend the existing Monticello Multiuse Trail to connect to Jefferson County High School. See Task 7.5 for more information.

### US 27/DOWNTOWN HAVANA CORRDIOR IMPROVEMENT STUDY

In cooperation with the Town of Havana, the Department of Economic Opportunity (DEO) and FDOT, the CRTPA will review potential improvements to improve the pedestrian infrastructure to several blocks of Downtown Havana. See Task 7.6 for additional information.

### **WORK PROGRAM**

The specific elements of the Unified Planning Work Program are organized into the following tasks:

- 1.0 Administration: identifies those functions necessary for proper management of the transportation planning process on a continuing basis.
- 2.0 Data Collection: includes the collection and analysis of socioeconomic, land use, and other transportation related data on a continuing basis in order to document changes within the transportation study area.
- 3.0 Long Range Planning: includes work related to the development and maintenance of the Long Range Transportation Plan (LRTP) as well as the Efficient Transportation Decision Making Process (ETDM) and items related to Census 2010.
- 4.0 Short Range Planning: includes development of the annual Transportation Improvement Program and Priority Project process, reviews of impacts to the transportation system from new development and annual Enhancement Project process.
- 5.0 Multimodal Planning: includes planning activities to improve overall mobility through transit, ITS, bicycle/pedestrian and performance measures.
- 6.0 Public Involvement: describes the activities used to encourage public participation in the transportation planning process.
- 7.0 Special Projects: identifies any short-term projects or studies undertaken by the CRTPA.

Each task provides an overview of the activities to be completed and the funding sources and costs associated with those activities.

Personnel: Salaries and fringe benefits for CRTPA staff. Fringe includes retirement, FICA,

health insurance, worker's compensation and executive benefits.

Travel: Costs for travel.

Direct Expenses:

Office: Supplies, Telecom/IT services, copier (leased), postage, equipment,

etc.

Administrative: Training, legal, audit, etc.

Consultant: Costs for consultant services.

Any activity that does not include a completion date (i.e. June 2019) is considered an ongoing activity. Any Task Budget item shown as TBD will require a UPWP amendment to add a scope of work.

Section 120 of Title 23, United States Code, permits FDOT to use toll revenue expenditures as a credit toward the non-federal matching share of all programs authorized by Title 23. This credit, referred to as a soft match, is listed as state funds in the Planning Funds section of Table V, page 39.

# **UPWP TASK 1.0 - ADMINISTRATION**

The Program Administration task includes the administrative activities necessary to carry out the transportation planning process for the CRTPA planning area.

### **OBJECTIVE**

To guide and effectively manage the tasks identified in the Unified Planning Work Program (UPWP) and maintain an effective and efficient continuing, cooperative and comprehensive transportation planning process.

### PREVIOUS WORK

FY 2016/17 - FY 2017/18 UPWP (June 2017)

Provided staff support to CRTPA & committees

Completed FHWA Certification (March 2017)

Completed Single Audits (Sep 16, Nov 18)

Attended MPOAC meetings

Completed annual audit (April 17, 18)

Completed FDOT Certification (17, 18)

Provided training to elected officials and staff in the following areas:

FDOT Public Involvement

MPOAC Institute (May 2017, 2018)

TA and TRIP Submittal Process

**GIS** 

### ANTICIPATED ACTIVITIES

### STAFF SUPPORT

1.1 Provide staff support and administration to the CRTPA and its committees by developing meeting schedules, providing technical assistance, providing minutes and other tasks as directed. Support includes travel and associated facility and office expenses (i.e. office supplies, telecom/IT expenses, utilities, etc.).

Title VI

- 1.2 Administrative support for travel, purchasing, invoice development, payroll processing and overall office administration.
- 1.3 Grant administration (PL, Section 5305(d), Transportation Disadvantaged, SU, SA, CM and other funds that may be utilized) through the monitoring/maintenance of the FY 2018/19 - FY 2019/20 UPWP
  - Prepare and submit invoices on a quarterly basis
  - Ensure compliance with federal and state grant requirements
- 1.4 Continue participation in the Metropolitan Planning Organization Advisory Council (MPOAC).
- 1.5 Maintain and update, as necessary, all CRTPA agreements.

- 1.6 Purchase computers and other office equipment/furnishings as needed. *Note: items over* \$5,000 *require FDOT and FWHA approval prior to purchase.*
- 1.7 Other activities consistent with the UPWP as directed by the CRTPA or its subcommittees.

### UNIFIED PLANNNING WORK PORGRAM

- 1.8 Modify/Amend the FY 2018/19 FY 2019/20 UPWP as necessary.
- 1.9 Continue to improve linkage between UPWP and City of Tallahassee financial systems.
- 1.10 Amend the PL Agreement as necessary.
- 1.11 Develop FY 2020/21 FY 2021/22 UPWP (May 2020)
  - Review status of current planning projects.
  - Coordinate with planning partners to determine new planning projects to be included in UPWP.
  - Review upcoming planning requirements to address as part of the UPWP.
  - Identify potential planning projects.
  - Develop operating budget.
  - Develop and execute required funding agreements for PL and 5305(d).

### CERTIFICATION

- 1.12 FDOT Annual Certification (June 2019, 2020)
  - Compile responses to FDOT certification questions.
  - Meet with FDOT staff to review responses and prepare final certification documentation.

### AUDIT/LEGAL SERVICES

- 1.13 Employ a qualified auditor to perform the annual CRTPA audit in accordance with federal requirements and Chapter 215.97, Florida Statutes (Florida Single Audit Act).
- 1.14 Assist in the development of the Comprehensive Annual Financial Report (CAFR) as it relates to CRTPA grants.
- 1.15 Receive copy of all audit reports relating to revenues and expenditures.
- 1.16 Retain legal counsel for the CRTPA.

### **TRAINING**

- 1.17 Continue to provide training opportunities to CRTPA Board and staff members in various policy, technical and administrative areas.
  - ➤ Title VI
  - MPOAC Institute
  - Public Involvement
  - ➢ GIS

### **END PRODUCTS**

Effective and efficient management of the local 3-C planning process including active participation by public agencies and citizens.

Final FY 2020/21 - 21/22 UPWP. (May 2020)

Timely submittal of invoices to FDOT for PL and Section 5305(d). (ongoing)

Additional training in mission critical areas (GIS, Title VI). (ongoing)

MPOAC Institute board member training (ongoing)

Annual audit (Spring 2019, 2020)

# **RESPONSIBLE AGENCY**

**CRTPA** 

# ESTIMATED TASK BUDGET AND FUNDING SOURCES

					18/19 Budget Detail					
Task 1.0 - Administration	Т		FHWA			Π		FTA		
		PL	SU	SA	CM	!	5305(d)	State Match	Local Match	TD
Personnel:	\$	182,910				\$	43,866	\$ 5,483	\$ 5,483	
Travel:	\$	14,000								
Direct Expenses*										
Administrative:	\$	89,760								
Contracted Services										
Audit:	\$	30,000	\$ 55,000							
Legal:	\$	28,000								
Office:	\$	34,087								
Total	\$	378,757	\$ 55,000			\$	43,866	\$ 5,483	\$ 5,483	

<sup>\*</sup> See Appendix I for Direct Expense detail

FY 2019/20 Estimated Budget Detail													
		FH		FTA									
	PL	SU	SA	CM	5305(d)	State Match	Local Match	TD					
Personnel:	\$ 177,876				\$ 30,637								
Travel:	\$ 17,000												
Direct Expenses*													
Administrative:	\$ 7,000												
Contracted Services													
Audit:	\$ -												
Legal:	\$ -												
Office:	\$ 28,476												
Total	\$ 230,352	, in the second			\$ 30,637	\$ 3,830	\$ 3,830						

<sup>\*</sup>See Appendix I for Direct Expense detail

### UPWP TASK 2.0 - DATA COLLECTION/SAFETY

The Data Collection task outlines efforts to monitor the area's transportation characteristics and factors affecting travel including socioeconomic data, community and land use data, transportation system data, and data related to natural, physical and human environmental concerns and issues.

### **OBJECTIVE**

To monitor changes in traffic characteristics within the CRTPA planning boundary. To compare existing conditions with projections to anticipate planning needs and activities. Provide data to appropriate agencies to improve overall safety of the transportation system.

### PREVIOUS WORK

Coordination with the City of Tallahassee, FDOT District 3 Traffic Operations (for Gadsden, Wakulla and Jefferson Counties) relative to Intelligent Transportation Systems (ITS) deployments.

Development of socio-economic data for ETDM Projects, maps, bicycle and pedestrian, and non-motorized transportation.

Reviewed crash data for specific areas to identify potential improvements.

Participation on local Community Traffic Safety Teams (CTST).

#### ANTICIPATED ACTIVITIES

### DATA COLLECTION

- 2.1 Coordinate collection and dissemination of GIS data with Tallahassee-Leon County GIS (TLCGIS).
- 2.2 Continue to collect necessary data for Congestion Management System (CMS).
- 2.3 Work with TATMS staff to develop travel-time reports from Bluetooth sensors along local roadways.
- 2.4 Monitor and review traffic operation needs through collection and analysis of peak hour traffic data.

# **SAFETY**

- 2.5 Analyze crash trends and statistics to identify high-hazard locations and prioritize potential improvements.
- 2.6 Continue participation on the Community Traffic Safety Teams (CTST) within the CRTPA planning area.

2.7 Develop annual monitoring and reporting for Safety Performance Measures.

# **END PRODUCT**

Coordination of data needs with local partners. (ongoing)

Development of travel time reports to monitor system performance.

Continued coordination with CTST partners in the CRTPA planning area.

Annual reporting on Safety Performance Measures.

# RESPONSIBLE AGENCY

CRTPA

# ESTIMATED TASK BUDGET AND FUNDING SOURCES

	FY 2018/19 Estimated Budget Detail													
		PL	FH SU	WA SA	СМ	5	305(d)		FTA State Match		ocal atch	TD		
Personnel: Consultant: TLCGIS	\$	15,160 10,000				\$	3,631	\$	454	\$	454			
Total	\$	25,160				\$	3,631	\$	454	\$	454			

			FY 201	L9/20									
Estimated Budget Detail													
	FHWA PL	SU	SA	CM	FTA 5305		State	Local	TD				
				<b></b>	0000	,,	Match	Match	.5				
Personnel: Consultant:	\$ 14,002				\$ 3,	734 \$	467	\$ 467					
TLCGIS	\$ -												
Total	\$ 14,002				\$ 3,	734 \$	467	\$ 467					

### **UPWP TASK 3.0 - LONG RANGE PLANNING**

The Long Range Planning task includes the activities related to the development of the Regional Mobility Plan (RMP) as well as the long-term implementation of various transportation projects. The Task also includes coordination efforts with our regional partners to address transportation on a regional level.

### **OBJECTIVES**

Maintain the Regional Mobility Plan.

Evaluate alternative transportation modes and systems.

Improve traffic operations using ITS technologies.

Coordinate planning efforts with regional partners.

# PREVIOUS WORK

### 2040 REGIONAL MOBILITY PLAN

Monitored 2040 RMO for consistency with the FDOT Work Program and development of Priority Projects.

Revised RMP to expand the environmental impact language. (November 2017)

### **ON-GOING ACTIVITIES**

Continued participation in the development of various transportation projects.

# REGIONAL COORDINATION

Continued participation in the District 3 MPO biannual meetings.

### REGIONAL TRAILS

Worked with Wakulla County on the development of the Coastal Trail.

Coordinated with Blueprint Intergovernmental Agency (IA) and Jefferson county on potential trail projects.

Continued working with various agency partners (FDEP, FDOT) to continue development of various trail projects.

### ANTICIPATED ACTIVITIES

### REGIONAL MOBILITY PLAN

- 3.1 Amend 2040 RMP as necessary.
- 3.2 Assist local governments with incorporating relevant portions of the 2040 RMP into their respective comprehensive plans.

# REGIONAL MOBILITY PLAN - (CON'T)

### 3.3 2045 RMP Update

### FY 2018/19:

- Conduct review of 2040 RMP to determine progress and identify priority issues.
- Complete RFP process to select consultant for RMP update. (Fall 2018)
- Finalize socioeconomic data for base (2015) and horizon (2045) years. (Summer 2019)
- Finalize validation of traffic model (Summer 2019)
  - Area and facility types
  - TAZ structure
  - Calibration
- Develop initial goals and objectives (Spring 2019)

### FY 2019/2020

- ➤ Initiate public involvement process (Fall 2019)
  - o Identify stakeholders
  - o Review current census data to identify traditionally underserved areas
  - o Develop interactive processes to enhance/encourage participation
- Develop alternatives based on agency and stakeholder input (Spring 2020)
- Develop financial resources plan (Spring 2020)
- Develop Needs and Cost Feasible Plans (Summer 2020)
- Adopt final plan (November 2020)

# AIR CONFORMITY

3.4 Monitor Environmental Protection Agency (EPA) development of Air Conformity standards. Monitor local ozone tracking stations located at Tallahassee Community College. Leon County Air Quality Data available at <a href="http://www.dep.state.fl.us/air/air quality/county/Leon.html">http://www.dep.state.fl.us/air/air quality/county/Leon.html</a>.

# REGIONAL AND LOCAL COORDINATION

- 3.5 Continue participation in District 3 MPO coordination meetings.
- 3.6 Continue coordination with ARPC on various land use and transportation issues.
- 3.7 Improve overall coordination on transportation and land use issues with local governments, state agencies, local universities and other groups.
- 3.8 Assist local governments, as needed, to implement locally-identified transportation projects.

### **TRAILS**

- 3.9 Continue work with local partners and state agencies to implement regional trails identified in the Regional Trails Project Priority List.
- 3.10 Continue development of the Capital City to the Sea Trails and other regional trails.
  - Continue work with FDOT to complete the US 98 Costal Trail from Wakulla High School to Surf Road.
  - > Continue work on the Wakulla Environmental Institute Trail.
- 3.11 Continue work with local partners to implement trails identified in the Bicycle/Pedestrian Project Priority List and develop projects to expand localized trail networks.

# **END PRODUCT**

2045 LRTP (November 2020)

Regionally coordinated transportation planning process. (ongoing)

### RESPONSIBLE AGENCY

**CRTPA** 

# ESTIMATED TASK BUDGET AND FUNDING SOURCES

	FY 2018/19 Estimated Budget Detail													
FHWA PL SU SA CM										FTA State Match		Local Match	TD	
Personnel: Consultant: 2045 RMP:	\$	58,975			\$ 375,000		\$ 14	4,170	\$	1,771	\$	1,771		
Total	\$	58,975	\$	-	\$ 375,000	\$ -	\$ 14	4,170	\$	1,771	\$	1,771		

	FY 2019/20 Estimated Budget Detail														
		PL	FHW SU	VA SA	СМ	5305(d)	FTA State Match	Local Match	TD						
Personnel: Consultant: 2045 RMP:	\$	70,969	\$ 225,000			\$ 18,925	\$ 2,366								
Total	\$	70,969	\$ 225,000			\$ 18,925	\$ 2,366	\$ 2,366							

### **UPWP TASK 4.0 – SHORT RANGE PLANNING**

The Short Range Planning task includes the activities related to the actual implementation of various transportation projects identified as part of the 2040 RMP and other CRTPA plans. Primary activities of the task include the Annual Project Priority process that serves as the basis for the development of the Transportation Improvement Program (TIP) as well as the development and maintenance of the TIP. Other activities include the development of legislative priorities and working with local governments to determine the impact of significant new development on the transportation system.

### **OBJECTIVES**

To identify and address short term transportation needs.

Review development activity to monitor its effect on the local transportation system.

### PREVIOUS WORK

Completion of Annual Priority Project process.

Published annual listing of Obligated Federal Projects.

Continued work on Interactive TIP System. Available at http://crtpa.dtstiptool.com/

Developed Annual TIP.

Worked with local governments on various planning issues.

Adopted annual legislative priorities.

Assisted local governments in developing applications for FDOT submittal.

### ANTICIPATED ACTIVITIES

### PROJECT PRIORITY LISTS

- 4.1 Develop annual Project Priority Lists (PPLs). (June 2019, 2020)
  PPLs are developed for:
  - ➤ 2040 RMP Projects
    - Major Capacity Projects
  - Transportation System Management
    - Operations-level projects
      - Intersections
      - ITS
      - Pedestrian Improvements
  - Transportation Alternatives
  - Regional Trails
  - Transportation Regional Incentive Program (TRIP)
  - StarMetro
  - > Tallahassee International Airport

Current PPLs can be viewed here.

4.2 Conduct public outreach for the PPLs consistent with the requirements of the latest Public Involvement Plan.

# TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

- 4.3 Develop and adopt the annual TIP. (June 2019, 2020)
- 4.4 Coordinate the development of the TIP with FDOT D3 as well as local governments and agencies.
- 4.5 Conduct public involvement for the adoption of the TIP consistent with the requirements of the latest Public Involvement Plan.
- 4.6 Review local government comprehensive plans for consistency with CRTPA TIP and LRTP as necessary.
- 4.7 Publish annual listing of federally-funded obligated projects. (December 2018, 2019)
- 4.8 Continue refinement of Interactive TIP system.
- 4.9 Modify/Amend TIP as necessary.

### MONITOR TRANSPORTATION SYSTEM IMPACTS

- 4.10 Monitor and review DRI and other site specific impacts in the development review process as necessary.
- 4.11 Conduct site impact analysis for new development projects as requested by local governments.
- 4.12 Advise local governments and boards on decisions which may impact corridors identified for improvement or identified as physically or policy constrained.
- 4.13 Coordinate CRTPA actions with local government comprehensive plan development efforts to encourage alternative modes of transportation.
- 4.14 Assist local governments as necessary in the development of transportation projects and potential funding mechanisms.

### FAST ACT TRANSPORTATION ALTERNATIVES (TA) PROGRAM

- 4.15 Assist local governments in FAST Act TA application process.
- 4.16 Monitor progress of programmed TA projects and assist in their implementation when necessary.

# LEGISLATIVE ACTIVITIES

- 4.17 Develop annual legislative priorities. (November 2017, 2018)
- 4.18 Monitor legislative activities on both the federal and state level to determine impact on transportation issues.
- 4.19 Assist MPOAC with legislative activities. (\$500 Local funds)

# **END PRODUCT**

Annual Priority Project Lists. (June) Annual Transportation Improvement Plan (June) Annual Listing of Federal Projects (December) Annual Legislative Priorities (November)

# RESPONSIBLE AGENCY

**CRTPA** 

# ESTIMATED TASK BUDGET AND FUNDING SOURCES

			FY 201 Estimated Bu	1	etail				
Task 4.0 - Short Range Pln.	PL	FHWA SU	SA		ocal	5305(d)	FTA State Match	Local Match	TD
Personnel: Consultant: Interactive TIP TBD MPOAC Legislative Act.	\$ 9,600	\$ 21,777		\$	500	\$ 9,946	\$ 1,243	\$ 1,243	
Total	\$ 51,094	\$ 21,777		\$	500	\$ 9,946	\$ 1,243	\$ 1,243	

				FY 20	19,	/20									
	Estimated Budget Detail														
			FHWA							FTA					
		PL	SU	SA		Local		5305(d)		State		Local	TD		
										Match		Match			
Personnel:	\$	38,008					\$	10,135	\$	1,267	\$	1,267			
Consultant:															
Interactive TIP	\$	-													
MPOAC Legislative					\$	500									
							Τ.								
Total	\$	38,008					\$	10,135	\$	1,267	\$	1,267			

### **UPWP TASK 5.0 - MOBILITY PLANNING**

The Multimodal Planning task reflects the planning activities related to the various transportation modes including highways, transit, bicycle/pedestrian, and aviation.

### **OBJECTIVES**

To ensure the efficient and effective provision of multimodal transportation.

### PREVIOUS WORK

# BICYCLE/PEDESTRAIN PLANNING

Initiated update to the Tallahassee/Leon County Bicycle/Pedestrian Master Plan (February 2018)

- Completed review of existing plans
- Initiated stakeholder meetings
- Developed inventory of existing facilities

Development of Project Priority Lists (PPLs) for Bicycle/Pedestrian Projects and Transportation Alternatives Projects. (June 2017, 2018)

Coordination with Bicycle Work Group in Leon County, Leon County Schools, Community Traffic Safety Team Members locally and with FDOT District 3 on outreach opportunities to promote safety and mobility options for all within the region.

Coordination with Florida DEP and FDOT for the Capital City to the Sea Trails programming through CRTPA and SUNTrail.

Developed concept for Florida Arts Trail.

### TRANSIT - STARMETRO

Assisted StarMetro in the initial planning for the Southside Super Stop.

Worked with StarMetro to update and streamline the Transit Project Priority List.

### TRANSPORTATION DISADVANTAGED

Selection of Community Transportation Coordinator for Leon County. (October 2017)

Completion of Annual Operating Report.

Annual review/update of Transportation Disadvantaged Service Plan (TDSP).

Annual review of Community Transportation Coordinator.

### **AVIATION**

Worked with TIA to update the Aviation Project Priority List.

### CONGESTION MANAGEMENT PLAN

Initiated an update of the Congestion Management Plan (June 2017)

- Coordinated initial stages of the update with agency partners
- > Identified locations of highly congested intersections and bottlenecks
- > Identified locations of high-crash intersections and road segments

# INTELLIGENT TRANSPORTATATION SYSTEMS

Worked with FDOT District 3 on the update of the Regional ITS Architecture.

Worked with local TATMS to incorporate ITS-related improvements in FDOT projects (Capital Circle SW, South Adams Street pedestrian crosswalk, Thomasville Road pedestrian crosswalks).

Initiated update of the Tallahassee/Leon County ITS Master Plan in partnership with TATMS (February 2018)

### ANTICIPATED ACTIVITIES

# BICYCLE/PEDESTRAIN

- 5.1 Develop of the FY 2019 & 2020 Priority Project Lists for Bicycle and Pedestrian and Transportation Alternatives projects. (June 2019, June 2020)
- 5.2 Continue participation in the Leon County Bike Work Group
- 5.3 Coordination with the CMAC to identify and program key bicycle and pedestrian projects and programs for the region.
- 5.4 Disseminate bicycle and pedestrian safety materials throughout the year at key events, such as the Leon County Safety Fair, that target a wide range of the population of the CRTPA area.
- 5.5 Coordinate with the CTST's to promote responsible transportation behavior for all users of the network.
- 5.6 Coordinate with technical and citizen's groups to identify roadway design improvements as opportunities arise to improve the system.
- 5.7 Compete the update of the Tallahassee/Leon County Bicycle/Pedestrian Master Plan (March 2019)

The current Master Plan was last updated in 2004. This update will include a review of existing plans from local agencies as well as the SUNTrails program. Anticipated activities to complete the plan include:

- Identify potential linkages to parks and other public spaces
- Continue public involvement with the public, local agencies, and user groups

- Review of existing and potential revenue sources
- Development of short- and long-term implementation plans
- 5.8 Assist Wakulla County with the public involvement portion of their Bicycle/Pedestrian Master Plan update.

# TRANSIT (STARMETRO)

- 5.9 Assist StarMetro as necessary to improve transit service.
- 5.10 Coordinate with StarMetro on the annual update of the Transit Development Plan (TDP).
- 5.11 Coordinate with StarMetro on the development of the annual project priority list for transit.
- 5.12 Work with StarMetro in the development of performance measures as they relate to transit service.
- 5.13 Work with StarMetro to identify potential ITS strategies/deployments to improve transit operations and efficiency.

# TRANSPORTATION DISADVANTAGED

- 5.14 Provide staff support and administration to the Leon County Transportation Disadvantaged Local Coordinating Boards (TDLCB).
- 5.15 Conduct grant administration including quarterly operational reports and financial statements.
- 5.16 Continue to facilitate coordination between the TDLCB and the CTC, StarMetro.
- 5.17 Review CTC's annual report and perform evaluation. (December 2018, 19)
- 5.18 Review of Memorandum of Agreement and approval of fare structure prior to submission to Commission for the Transportation Disadvantaged.
- 5.19 Continue coordination with the Commission for Transportation Disadvantaged.
- 5.20 Annually update TDSP.
- 5.21 Conduct annual Public Hearing for the TDLCB.

# **AVIATION**

5.22 Assist Tallahassee International Airport (TIA), as necessary, in the update of their Airport Master Plan.

- 5.23 Coordinate with TIA on transportation projects that have a direct impact on airport operations.
- 5.24 Assist TIA, as necessary, with the development of the Joint Aviation Capital Improvement Program (JAICP).
- 5.25 Coordinate with TIA on the development of the annual project priority list for aviation.

# CONGESTION MANAGEMENT PLAN/PERFORMANCE MEASURES

5.26 Congestion Management Plan (CMP) Update (Phase II - June 2019)

The current CMP was adopted in June 2018. The update focused on specific projects to reduce delay at congested intersections and improve safety. Phase II will refine projects identified and review potential implementation strategies. This is expected to be a multi-phase project that will include the following elements:

- Applicability of Intelligent Transportation System (ITS) deployments
- Identification of potential improvements and countermeasures
- Engineering review of potential improvements and countermeasures
- Potential prioritization criteria
- Existing and potential funding sources
- 5.27 Adopt required Performance Measures (November 2018)
  - Mobility
    - Anticipated measures include:
      - travel time reliability and variability
      - vehicle and person hours of delay
      - average travel speed
      - other measures as deemed pertinent to the CRTPA area
  - Pavement Condition
  - Bridge Condition
- 5.28 Establish a process to collect and review data for the various performance measures to determine progress on adopted targets. (June 2019)

# INTELLIGENT TRANSPORTATION SYSTEMS (ITS)

5.29 ITS Master Plan Update (March 2019)

In February 2018, the CRTPA and TAMTS initiated an update to the Tallahassee/Leon County ITS Master Plan. Completion of the plan will include the following activities:

- Operational needs assessment
- > Development of deployment and integration recommendations

- > Develop prioritized implementation plan
- 5.30 Continue work with Tallahassee Advanced Traffic Management System (TATMS) to identify ITS deployments.
- 5.31 Review potential ITS applications/deployments for StarMetro.

# **END PRODUCT**

Effective and efficient coordinated public transportation system (ongoing)

Completion of CTC review (annual)

Completion of NTD report (annual)

Updated Congestion Management Plan (September 2018)

Establishment of MAP-21/FAST ACT Performance Measures (TBD)

# RESPONSIBLE AGENCY

**CRTPA** 

# ESTIMATED TASK BUDGET AND FUNDING SOURCES

	FY 2018/19 Estimated Budget Detail														
		PL		FHV SU	VA SA	СМ	Ę	5305(d)		FTA State Match		Local Match		TD	
Personnel: Consultant: Bike/Ped Master Plan Bike/Ped- Wakulla Cnty. ITS Master Plan CMP Phase II Performance Measures TBD	\$	57,610	\$ \$	166,560 30,000 150,000			55,000 125,000 62,700	\$	16,849	\$	2,106	\$	2,106	\$	25,828
Total	\$	57,610	\$	346,560		\$	242,700	\$	16,849	\$	2,106	\$	2,106	\$	25,828

				FY 2019/2 ated Budg						
	PL	SU F	FHWA SA	itou Buug	CM	5	5305(d)	FTA State Match	Local Match	TD
Personnel: Consultant:	\$ 48,917					\$	16,087	\$ 2,011	\$ 2,011	\$ 26,000
Total	\$ 48,917	, and the second		, and the second		\$	16,087	\$ 2,011	\$ 2,011	

### **UPWP TASK 6.0 - PUBLIC INVOLVEMENT**

The Public Transportation task identifies the activities that encourage and facilitate public participation in the transportation planning process. Activities include meeting notices as well as presenting information to various civic groups and local agencies on a regular basis.

### **OBJECTIVES**

Ensure adequate opportunity for public input on the transportation planning process as well as specific projects.

### PREVIOUS WORK

### **CRTPA**

Established a CRTPA Facebook page – (January 2017)

Updated the Limited English Proficiency Plan (LEPP). (December 2017)

Completed update of the Public Involvement Plan. (February 2018)

Updated Title VI Procedures as part of the Public Involvement Process Plan and attended training and outreach events related to Title VI best practices. (February 2018)

Completed redesign on the CRTPA website – <a href="www.crtpa.org">www.crtpa.org</a>. (May 2018)

Conducted public outreach seeking comments on the CRTPA's plans and programs including the TIP, UPWP, Project Priority Lists, and Regional Mobility Plan.

Continued updates to the CRTPA website to improve access to information related to CRTPA activities and projects.

Increased efforts to seek input from the region's traditionally underserved population through targeted locations in public events.

### ONGOING ACTIVITIES

### **CRTPA**

- 6.1 Develop and disseminate public information, as necessary, to inform the public of transportation planning activities. Conduct presentations on transportation related topics to civic and governmental agencies as requested.
- 6.2 Continue to conduct public outreach related to the CRTPA's plans and programs (including TIP, RMP, UPWP and Project Priority Lists) within the CRTPA region.
- 6.3 Provide a clearinghouse for transportation related activities for all levels of government and public involved in improving the local transportation system.
- 6.4 Provide CRTPA information and public involvement items at public events including community festivals and institutions of education.
- 6.5 Complete regular updates to the CRTPA webpage www.ctpa.org.

- 6.6 Continue to monitor and track all public information requests.
- 6.7 Continue efforts related to increasing input from the region's traditionally underserved population.
- 6.8 Continue televising CRTPA meetings live on WCOT and provide post-meeting access to the video via the CRTPA website and YouTube Channel.
- 6.9 Develop and publish an annual report on CRTPA activities.
- 6.10 Periodically review and update Public Involvement Plan (PIP) to comply with the FAST Act, Title VI and other applicable requirements.
- 6.11 Continue to expand efforts related to increasing input from the region's traditionally underserved populations/areas.
- 6.12 Update (as necessary) the Limited English Proficiency Plan for the CRTPA planning area.
- 6.13 Conduct safety programs at public schools, as requested, in Gadsden, Leon, Jefferson, and Wakulla counties.
- 6.14 Continue to coordinate with FDOT on the annual Work Program Hearing.

# **END PRODUCT**

Effective program to provide the public information regarding the transportation planning process and specific projects.

Update of CRTPA website. (ongoing)

# **RESPONSIBLE AGENCY**

**CRTPA** 

# ESTIMATED TASK BUDGET AND FUNDING SOURCES

FY 2018/19 Estimated Budget Detail													
		PL	SU F	HWA SA	СМ	5305(d)	FTA State Match		ocal atch	TD			
Personnel: Consultant:	\$	46,974				\$ 11,230	\$ 1,404	\$	1,404				
Total	\$	46,974				\$ 11,230	\$ 1,404	\$	1,404				

FY 2019/20 Estimated Budget Detail													
	PL	FH SU	IWA SA	СМ	5305(d)	FTA State Match	Local Match	TD					
Personnel: Consultant:	\$ 49,67	7			\$ 16,290	\$ 2,036	\$ 2,036						
Total	\$ 49,67	7			\$ 16,290	\$ 2,036	\$ 2,036						

# **UPWP TASK 7.0 - SPECIAL PROJECTS**

The Special Projects task identifies the activities that are non-recurring studies dealing with various transportation issues.

### **OBJECTIVES**

Conduct identified studies and/or surveys to improve the overall transportation system.

### PREVIOUS WORK

Initiated the Southwest Area Transportation Plan (November 2017)

- Conducted traffic county and Bluetooth data collection around TIA. (November 2017)
- Conducted initial stakeholder meetings (December 2017 April 2018)
- Conducted community forums for initial input. (May 2018)

Initiated corridor reviews of Pensacola Street and Tharpe Street. (December 2017)

Completed Phase I of the Midtown Area Transportation Plan. (March 2018)

Completed the Wakulla Environmental Institute (WEI) Trail Feasibility Study (April 2018)

### ANTICIPATED ACTIVITIES

7.1 Southwest Area Transportation Plan (March 2019)

In November 2017, the CRTPA, in partnership with the Blueprint IA, initiated an area-wide transportation plan for the southwest Tallahassee area. The plan includes a review of the following corridors:

- Orange Avenue from Capital Circle SW to Monroe Street
- Lake Bradford from Capital Circle SW to Stadium Drive
- Springhill Road from Capital Circle SW to Orange Avenue

The plan focuses on the development of a multimodal system that includes multiuse trails and enhanced transit services as well as improved bicycle and pedestrian connectivity to the numerous neighborhoods in the area. The area contains several education facilities: Florida State University (FSU), Florida Agricultural and Mechanical University (FAMU), R. Nims Middle School and FAMU High School.

- Review existing and future land uses
- Review large-scale projects impacting the study area
- Identify deficiencies in the current system
- Develop/conduct public involvement with affected stakeholders
- > Develop potential corridor design alternatives
- Develop planning-level cost estimates for improvements
- > Develop final plan documentation

# 7.2 Midtown Area Transportation Plan (Phase II) (February 2019)

Phase I of the Midtown Area Transportation Study took a multi-modal approach to improving the transportation network in the area. The study reviewed operating characteristics of several roadways including Thomasville Road, Monroe Street, North Meridian Road, North Calhoun and Gadsden Streets and East 6th and 7th Avenues and identified opportunities to improve pedestrian facilities. Phase II will include an extensive stakeholder engagement and public outreach to determine the best alternative to meet the long-term goals of the Midtown area as well as the following activities:

- Conduct stakeholder meetings
- Conduct public workshops
- > Refine alternatives based on public input
- Develop surveys (on-line and printed)
- Prepare sketch level renderings for alternatives
- Prepare planning level costs for each alternative
- > Develop implementation and phasing strategies
- Prepare final documentation

### 7.3 Conduct Corridor Assessments:

- > Bannerman Road from Tekesta Drive to Thomasville Road
- South Adams Street from FAMU Way to Orange Avenue
- Additional corridors as may be identified.

The assessments would review the existing conditions of each corridor and identify potential short- and long-term improvements. The assessments would also explore potential Complete Streets applications as well as enhanced typical sections. Work anticipated to be undertaken includes:

- Data collection
  - o Traffic characteristics, safety/crash data
  - o Travel speed/intersection bottleneck data from NPMRDS
  - Intersection operations
  - Land uses (existing and future)
  - Right-of-way cross sections
- Existing and future conditions
- Prioritized Action Plans
- Technical appendices/reports

### 7.4 Conduct Corridor/Complete Street Studies

Based on the results of the Corridor Assessments, the CRTPA may choose to conduct a more comprehensive and detailed Corridor Study. These studies may include a Complete Streets component in addition to the traditional activities associated with a corridor study.

Once a Corridor Study is identified, the UPWP will be amended to reflect to scope of work to be completed.

### 7.5 Monticello Trail Extension Feasibility Study (March 2019)

The current Monticello Trail extends approximately 1.5 miles from Rocky Branch Road to Martin Road. The Feasibility Study (2040 RMP Project ID: 567) would look to extend the trail approximately 3 miles south from Martin Road to Jefferson County High School. Work anticipated to be conducted includes (but is not limited to):

- Collection of pertinent data for GIS use
  - Property boundaries and ownership
  - o Rights-of-way
  - Aerial photos
- > Stakeholder meetings
- Development of alternatives
- Documentation findings

# 7.6 US 27/Downtown Havana Corridor Improvement Study (June 2019)

The 2040 RMP identified a potential lane reduction for a section of US 27 in Downtown Havana (Project ID: 333). This study would determine the impact of a lane reduction and look at potential multimodal improvements. Should the lane reduction not be feasible, the focus of the study would shift to identifying opportunities to improve the corridor though a Complete Streets assessment.

### 7.7 Other planning projects as may be needed

Additional projects approved by the CRTPA Board will require an amendment to the UPWP to include a project description and provide an overview of the work to be undertaken.

### **END PRODUCT**

Completed Corridor Assessments (South Adams, Bannerman Road) (January 2019)

Completed Midtown Area Transportation Plan (Phase II) (February 2019)

Completed Southwest Area Transportation Plan (March 2019)

Completed Monticello Trail Extension Feasibility Study (March 2019)

Completed US 27/Downtown Havana Study (June 2019)

# RESPONSIBLE AGENCY

# CRTPA

# ESTIMATED TASK BUDGET AND FUNDING SOURCES

			Fetir	FY 2018	8/19 dget Detail					
		FHV		nated bu	ugot Dotaii			FTA		
	PL	SU		SA	СМ	5	5305(d)	State Match	Local Match	TD
Personnel:	\$ 102,150					\$	26,469	\$ 3,309	\$ 3,309	
Consultant:										
SW Area Plan		\$ 301,000								
Midtown Phase II		\$ 150,000	\$	48,292						
Monticello Trail		\$ 55,000								
US 27/Havana		\$ 50,000								
Corridor Studies		\$ 400,000								
Other		\$ 171,050								
		, , , , , , , , , , , , , , , , , , , ,								
Total	\$ 102,150	\$ 1,127,050	\$	48,292		\$	26,469	\$ 3,309	\$ 3,309	

			FY 20	19/20				
			Estimated E	Budget Detail				
		FH	IWA			FTA		
	PL	SU	SA	CM	5305(d)	State	Local	TD
						Match	Match	
Personnel:	\$ 75,45	55			\$ 21,488	\$ 2,686	\$ 2,686	
Consultant:								
Total	\$ 75,45	55			\$ 21,488	\$ 2,686	\$ 2,686	

# TABLE I FAST ACT PLANNING FACTORS

				UPWP Tasks	5		
FAST ACT Planning Factors	Admin	Data Collection	LRP	SRP	Mobility Planning	Public Invlv.	Special Projects
Support Economic Vitality	Х		Х	Х	Х		Х
Increase Safety		X	Х	Х		Х	X
Increase Security		Х	Х	Х		Х	Х
Increase Accessibility			Х	Х	Х	Х	Х
Protect Environment			Х	Х	Х		Х
Enhance Connectivity			Х	Х	X	Х	X
Promote Efficient Operation	X	Х	Х	Х	X		X
Emphasize System Preservation	X	Х	Х	Х		Х	X
Improve Resiliency/Reliability	X	Х	Х	Х	X		X
Enhance Travel/Tourism	X		Х	Х	X	X	X

TABLE II STATE PLANNING EMPHASIS AREAS

			U	JPWP Tasks			
		Data			Mobility	Public	Special
	Admin	Collection	LRP	SRP	Planning	Invlv.	Projects
STATE PLANNING EMPHASIS AREAS							
Rural Transportation Planning			Х	Х			Х
Performance Measures		X	Χ	Х	X		Х
ACES		X	Χ	Х	X		Х

See page 2 for details

# TABLE III SCHEDULE OF SELECTED PROJECTS

	2018		20	)19					2020	
UPWP TASK	JUL AUG SEP OCT NOV DEC	JAN FEB MAR			SEP OCT	NOV DEC	JAN	FEB		
TASK 1.0 PROGRAM ADMINISTRATION										
1.11 Develop 2020/21-21/22 UPWP										
1.12 FDOT Annual Certification										
1.13 Audit										
TASK 2.0 DATA COLLECTION										
TASK 3.0 LONG RANGE PLANNING										
3.3 2045 LRTP Update										
3.5 Develop Performance Measures										
Task 4.0 SHORT RANGE PLANNING										
4.1 Develop 2022 Priority Projects										
Develop 2023 Priority Projects										
4.3 TIP Update (Annaul and Roll- Forward))										
4.15 Process FAST ACT TA Applications										
4.17 Develop Legislative Priorities										
TASK 5.0 Modal Planning										
5.1 Develop Annual PPLs - Bike/Ped										
5.7 Bike/Ped Master Plan Update										
5.27 ITS Master Plan Update										
TASK 6.0 PUBLIC INVOLVEMENT										
TASK 7.0 SPECIAL PROJECTS										
7.1 SW Area Transportation Plan										
7.2 Midtown Area Plan (Phase II)	F		orana ana ana ana ana ana ana ana ana ana							
7.3 Corrdior Assessments			3							
7.5 Monticello Trail Feasibility Study										
7.6 US 27/Downtown Corridor Havana Study										

TABLE IV FY 2018/19 Funding by Agency

				FD	OT			
TASK	ELEMENT	FHWA	FTA	Soft Match <sup>1</sup>	Cash Match <sup>2</sup>	TD	Local <sup>2</sup>	Total
1.0	Admin	\$428,228	\$43,692	\$77,381	\$5,461		\$5,461	\$482,843
2.0	Data/Safety	\$25,160	\$3,631	\$4,546	\$454		\$454	\$29,699
3.0	LRP	\$433,975	\$14,170	\$78,419	\$1,771		\$1,771	\$451,688
4.0	SRP	\$72,699	\$9,905	\$13,137	\$1,238		\$1,738	\$85,581
5.0	Mobility	\$646,870	\$16,849	\$116,889	\$2,106	\$25,828	\$2,106	\$693,759
6.0	Public Inv.	\$46,974	\$11,230	\$8,488	\$1,404		\$1,404	\$61,011
7.0	Special Proj.	\$1,277,492	\$26,469	\$230,843	\$3,309		\$3,309	\$1,310,578
	TOTAL	\$2,931,398	\$125,946		\$15,743		\$16,243	\$3,115,159

TABLE V FY 2018/19 Funding Sources by Agency

			FHW	A		FTA	F	DOT						Task
TASK	ELEMENT	PL	SU	SA	CM	Sec 5305(d)	Soft Match <sup>1</sup>	Cash Match <sup>2</sup>	TD	Local <sup>2</sup>	Federal	State	Local	Total
1.0	Admin	\$373,228	\$55,000			\$43,692	\$67,442	\$5,461		\$5,461	\$471,920	\$5,461	\$5,461	\$482,843
2.0	Data/Safety	\$25,160				\$3,631	\$4,546	\$454		\$454	\$28,791	\$454	\$454	\$29,699
3.0	LRP	\$58,975	\$301,000		\$74,000	\$14,170	\$10,657	\$1,771		\$1,771	\$448,145	\$1,771	\$1,771	\$451,688
4.0	SRP	\$50,922	\$21,777			\$9,905	\$9,202	\$1,238		\$1,738	\$82,604	\$1,238	\$1,738	\$85,581
5.0	Mobility	\$57,610	\$346,560	\$74,000	\$168,700	\$16,849	\$10,410	\$2,106	\$25,828	\$2,106	\$663,719	\$27,934	\$2,106	\$693,759
6.0	Public Inv.	\$46,974				\$11,230	\$8,488	\$1,404		\$1,404	\$58,204	\$1,404	\$1,404	\$61,011
7.0	Special Proj.	\$102,150	\$826,050	\$349,292		\$26,469	\$230,843	\$3,309		\$3,309	\$1,303,961	\$3,309	\$3,309	\$1,310,578
	TOTAL	\$715,019	\$1,550,387	\$423,292	\$242,700	\$ 125,946		\$15,743	\$25,828	\$16,243	\$3,057,345	\$41,571	\$16,243	\$3,115,159

<sup>1</sup> Soft match is non-cash match for FHWA Funds and represents 18% of total FHWA funds. Soft match is not included in overall totals.

<sup>&</sup>lt;sup>2</sup> Match for FTA Funds. 5305(d) funds are 80% FTA, 10% FDOT & 10% Local. Task 4.0 inlcudes an \$500 local contribution to MPOAC legislative activities.

TABLE VI FY 2019/20 Funding by Agency

				FD	ОТ			
TASK	ELEMENT	FHWA	FTA	Soft Match	Cash Match <sup>2</sup>	TD	Local <sup>2</sup>	Total
1.0	Admin	\$230,352	\$30,637	\$41,625	\$3,830		\$3,830	\$268,649
2.0	Data/Safety	\$14,002	\$3,734	\$2,530	\$467		\$467	\$18,670
3.0	LRP	\$295,969	\$18,925	\$12,824	\$2,366		\$2,366	\$319,625
4.0	SRP	\$38,008	\$10,135	\$6,868	\$1,267		\$1,767	\$51,177
5.0	Mobility	\$48,917	\$16,087	\$8,839	\$2,011	\$26,000	\$2,011	\$95,026
6.0	Public Inv.	\$49,677	\$16,290	\$8,977	\$2,036		\$2,036	\$70,039
7.0	Special Proj.	\$75,455	\$21,488	\$13,635	\$2,686		\$2,686	\$102,315
	TOTAL	\$752,380	\$117,296	\$95,298	\$14,662		\$15,162	\$925,501

TABLE VII FY 2019/20 Funding Source by Agency

			FHWA			FTA	FI	DOT						Task
TASK	ELEMENT	PL	SU	SA	CM	Sec 5305(d)	Soft Match <sup>1</sup>	Cash Match <sup>2</sup>	TD	Local <sup>2</sup>	Federal	State	Local	Total
1.0	Admin	\$230,352				\$30,637	\$41,625	\$3,830		\$3,830	\$260,990	\$3,830	\$3,830	\$268,649
2.0	Data/Safety	\$14,002				\$3,734	\$2,530	\$467		\$467	\$17,736	\$467	\$467	\$18,670
3.0	LRP	\$70,969	\$225,000			\$18,925	\$12,824	\$2,366		\$2,366	\$314,894	\$2,366	\$2,366	\$319,625
4.0	SRP	\$38,008				\$10,135	\$6,868	\$1,267		\$1,767	\$48,143	\$1,267	\$1,767	\$51,177
5.0	Mobility	\$48,917				\$16,087	\$8,839	\$2,011	\$26,000	\$2,011	\$65,004	\$28,011	\$2,011	\$95,026
6.0	Public Inv.	\$49,677				\$16,290	\$8,977	\$2,036		\$2,036	\$65,967	\$2,036	\$2,036	\$70,039
7.0	Special Proj.	\$75,455	\$0	\$0	\$0	\$21,488	\$13,635	\$2,686		\$2,686	\$96,943	\$2,686	\$2,686	\$102,315
	TOTAL	\$527,380	\$225,000	\$0	\$0	\$ 117,296		\$14,662	\$26,000	\$15,162	\$869,677	\$40,662	\$15,162	\$925,501

<sup>1</sup> Soft match is non-cash match for FHWA Funds and represents 18% of total FHWA funds. Soft match is not included in overall totals.

<sup>&</sup>lt;sup>2</sup> Match for FTA Funds. 5305(d) funds are 80% FTA, 10% FDOT & 10% Local. Task 4.0 inlcudes an \$500 local contribution to MPOAC legislative activities.

# APPENDIX I FY 2018/19 and FY 2019/20

# Estimated Administrative, Facility and Office Expense Detail

FY 2018/19		
Accounting Category	-	Task 1.0 Admin
Administrative Expenses		
Advertising	\$	2,500
WCOT	\$	2,500
Dues, Subscriptions, Memberships <sup>1</sup>	\$	750
Workers Comp	\$	18,000
Contracted Services		
Audit	\$	30,000
Legal	\$	24,000
Staff Services Fees		
HR	\$	10,100
Accounting	\$	23,250
Purchasing	\$	3,200
IT	\$	27,000
Revenue Collection	\$	100
Environmental	\$	1,500
Subtotal:	\$	142,900
Facility Expenses		
Rent	\$	-
Subtotal:	\$	-
Office Expenses	_	
Non-capital furniture	\$	7,500
Printing & Binding	\$	3,500
Equipment Repairs	\$	225
Software	\$	3,500
Telephone	\$	1,000
Postage	\$	750
Office Supplies	\$	2,500
Unclassified Supplies	\$	1,512
Journals & Books	\$	600
Machinery & Equipment (<\$5,000)	\$	10,000
Machinery & Equipment (>\$5,000)	\$	- 24.007
Subtotal:	\$	31,087
Total:	\$	173,987

FY 2019/20		
Accounting Category	-	Γask 1.0 Admin
Category		Admin
Administrative Expenses <sup>2</sup>		
Advertising	\$	4,500
WCOT	\$	2,500
Dues, Subscriptions, Memberships <sup>1</sup>	\$	-
Workers Comp	\$	-
Contracted Services		
Audit	\$	-
Legal	\$	-
Staff Services Fees		
HR	\$	-
Accounting	\$	-
Purchasing	\$	-
IT	\$	-
Revenue Collection	\$	-
Environmental	\$	-
Subtotal:	\$	7,000
Facility Expenses	_	
Rent	\$	-
Subtotal:	\$	-
Office Expenses	•	0.500
Non-capital furniture	\$	3,500
Printing & Binding	\$	3,000
Equipment Repairs	\$	225
Software	\$	3,500
Telephone	<b>\$</b>	1,000
Postage	<b>\$</b>	750
Office Supplies	\$ \$ \$ \$	4,000
Unclassified Supplies	φ	2,000
Journals & Books	\$	600
Machinery & Equipment (<\$5,000)	\$	8,401
Machinery & Equipment (>\$5,000)	\$	- 00.070
Subtotal:	\$	26,976
Total:	\$	33,976

<sup>&</sup>lt;sup>1</sup> PL eligible dues (i.e. organizational memberships)

<sup>&</sup>lt;sup>2</sup> FY 2019/20 Administrative Expenses will be updated prior to July 1, 2019

#### Section 5305(d) - FY 2019 Grant Management Information System Codes FTA Funds Only - 80% of Total

<b>Technical Classificat</b>	ions:		
41.11.00		\$	43,692
41.12.00	General Development and Comprehensive Planning		
41.13.00		\$	14,170
	(including Major Investment Studies and EIS)		
41.13.01		\$	3,631
41.13.02	Project Level	\$	16,849
41.14.00	Short Range Transportation Planning	\$	7,924
41.15.00		\$	1,981
41.16.00	•	\$	26,469
41.16.01	Americans with Disabilities Act (ADA)		
41.16.02	Clean Air Planning		
41.16.06	Financial Planning		
41.16.07	Management Systems		
41.16.08	Livable Communities		
41.17.00	Other Activities (Public Involvement)	\$	11,230
	Total FTA Funds	\$	125,946
Accounting Classification	ations:		
41.20.01	Personnel	\$	91,924
41.20.02		\$	14
41.20.03	Travel	\$	-
41.20.04	Equipment	•	
41.20.05	Supplies		
41.20.06	Contractual		
41.20.07	Other	\$	_
41.20.08	Indirect Costs	•	
	Total FTA Funds	\$	91,938
Fund Allocations:			
T GIR Allocations.			
41.30.01	MPO Activities	\$	125,946
41.30.02	Transit Operator Activities	Ψ	125,540
41.30.03	State and/or Local Agency Activities		
41.00.00	Total Net Project Cost	\$	125,946
	Total Net Floject Cost	Ψ	120,340
	Total FTA Funds	\$	91,939

#### Section 5305(d) - FY 2019 Grant Management Information System Codes All Funds

<b>Technical Classifications</b>	:		
41.11.00	Program Support and Administration	\$	54,615
41.12.00	General Development and Comprehensive Planning	•	
41.13.00	Long Range Transportation Planning	\$	17,713
44.40.04	(including Major Investment Studies and EIS)	Φ.	4.500
41.13.01	System Level	\$	4,539
41.13.02	Project Level	\$	21,061
41.14.00	Short Range Transportation Planning	\$	9,905
41.15.00	Transportation Improvement Program	\$ \$	2,476
41.16.00	Special Projects	<b>\$</b>	33,086
41.16.01	Americans with Disabilities Act (ADA)		
41.16.02	Clean Air Planning		
41.16.06	Financial Planning		
41.16.07	Management Systems		
41.16.08	Livable Communities	Φ.	44.000
41.17.00	Other Activities (Public Involvement)	\$	14,038
	Total Net Project Cost	\$	157,433
<b>Accounting Classification</b>	IS:		
41.20.01	Personnel	\$	114,905
41.20.02	Fringe Benefits	\$	18
41.20.03	Travel	\$	-
41.20.04	Equipment	·	
41.20.05	Supplies		
41.20.06	Contractual		
41.20.07	Other	\$	-
41.20.08	Indirect Costs		
	Total Net Project Cost	\$	114,923
Fund Allocations:			
41.30.01	MPO Activities	\$	157,433
41.30.02	Transit Operator Activities		
41.30.03	State and/or Local Agency Activities		
	Total Net Project Cost	•	157.433
	<u> </u>	ψ	
	Federal Share (80%)	\$	125,946
	Local Share (20%)	\$	31,488
Accounting			
Classification	FPC <u>Description</u>	Amount	
91.37.08.8P-2	02 Technical Studies - Planning	\$	157,433

View Burden Statement

OMB Number: 4040-0004 Expiration Date: 8/31/2016

Application for Federal Assistance SF-424									
* 1. Type of Submiss  Preapplication  Application  Changed/Corre		⊠ Ne	ee of Application: ew ontinuation evision		levision, select approp	priate letter(	(s):		
* 3. Date Received: 05/15/2018			cant Identifier:						
5a. Federal Entity Id				5b. Federal Award Identifier:					
State Use Only:									
6. Date Received by	State:		7. State Application	Iden	ntifier: 1001				
8. APPLICANT INFO	ORMATION:								
* a. Legal Name: da	pital Region T	ranspo	rtation Plannir	ng A	gency				
* b. Employer/Taxpa				* (	c. Organizational DI 310256011721	UNS:			
d. Address:									
* Street1: Street2: * City: County/Parish: * State: Province: * Country: * Zip / Postal Code:	* Street1: 300 South Adams Street  Street2: Box A19  * City: Tallahassee  County/Parish: Leon  * State:  Province:				FL: Floric				
e. Organizational l	Unit:								
Department Name:				Di	ivision Name:				
Profiv:	f. Name and contact information of person to be contacted on Prefix:  * First Name				ers involving this Greg	application	on:		
* Last Name: Sla	ay								
Title: Executive Director									
Organizational Affiliation:  Capital Region Transportation Planning Agency									
* Telephone Number: (850)819-8630 Fax Number:									
* Email: greg.slay@crtpa.org									

Application for Federal Assistance SF-424				
* 9. Type of Applicant 1: Select Applicant Type:				
E: Regional Organization				
Type of Applicant 2: Select Applicant Type:				
Type of Applicant 3: Select Applicant Type:				
* Other (specify):				
* 10. Name of Federal Agency:				
Federal Transit Administration				
11. Catalog of Federal Domestic Assistance Number:				
20.505				
CFDA Title:				
Section 5303(d)				
* 12. Funding Opportunity Number:				
20.505				
* Title:				
Metropolitan Transportation Planning				
13. Competition Identification Number:				
Not Applicable				
Title:				
Not Applicable				
14. Areas Affected by Project (Cities, Counties, States, etc.):				
Add Attachment Delete Attachment View Attachment				
* 15. Descriptive Title of Applicant's Project:				
In support of the Unified Planning Work Program for Gadsden, Jefferson, Leon and Wakulla Counties,				
Florida				
Attach supporting documents as specified in agency instructions.				
Add Attachments Delete Attachments View Attachments				

Application	Application for Federal Assistance SF-424								
16. Congressi	ional Districts Of:								
* a. Applicant	2,5				* b. Prog	ram/Proje	ct 2,5		
Attach an addit	ional list of Program/Project	Congressional Distri	cts if needed.						
			Add Attach	ment	Delete A	Attachmen	Viev	w Attachment	
17. Proposed	Project:								
* a. Start Date:	07/01/2018				*	b. End Dat	<b>e</b> : 06/30	/2019	
18. Estimated	Funding (\$):								
* a. Federal		125,946.00							
* b. Applicant		15,743.00							
* c. State		15,743.00							
* d. Local		0.00							
* e. Other		0.00							
* f. Program Inc	come	0.00							
* g. TOTAL		157,432.00							
* 19. Is Applic	ation Subject to Review I	By State Under Exe	ecutive Order	12372 Pro	cess?				
a. This ap	plication was made availab	ole to the State und	er the Executiv	ve Order 1	2372 Prod	cess for re	eview on		7.
	n is subject to E.O. 12372								
	n is not covered by E.O. 12			Ctato .c					
Yes	pplicant Delinquent On Ar  No  de explanation and attach	y Federal Debt? (I	f "Yes," provi			attachmer Attachmen		v Attachment	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)  ** I AGREE  ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.									
Authorized Representative:									
Prefix:	Mr.	* Firs	st Name: Gre	∋g					
Middle Name:									
* Last Name:	Slay								
Suffix:									
* Title: Executive Director									
* Telephone Number: 8508918630 Fax Number:									
* Email: greg	.slay@crtpa.com								
* Signature of A	authorized Representative:		/ Seco	Aley				* Date Signed:	

#### Section 5305(d) - FY 2019 Grant Management Information System Codes FTA Funds Only - 80% of Total

Technical Classifications	2.		
Technical Glassifications	o.		
41.11.00	Program Support and Administration	\$	43,692
41.12.00	General Development and Comprehensive Planning	Ψ	.0,002
41.13.00	Long Range Transportation Planning	\$	14,170
	(including Major Investment Studies and EIS)	•	.,,
41.13.01	System Level	\$	3,631
41.13.02	Project Level		16,849
41.14.00	Short Range Transportation Planning	\$ \$ \$	7,924
41.15.00	Transportation Improvement Program	\$	1,981
41.16.00	Special Projects	\$	26,469
41.16.01	Americans with Disabilities Act (ADA)	,	-,
41.16.02	Clean Air Planning		
41.16.06	Financial Planning		
41.16.07	Management Systems		
41.16.08	Livable Communities		
41.17.00	Other Activities (Public Involvement)	\$	11,230
	Total FTA Funds	\$	125,946
Accounting Classification	ns:		
		_	24.224
41.20.01	Personnel	\$	91,924
41.20.02	Fringe Benefits	\$	14
41.20.03	Travel	\$	-
41.20.04	Equipment		
41.20.05	Supplies		
41.20.06	Contractual	_	
41.20.07	Other	\$	-
41.20.08	Indirect Costs		
	Total FTA Funds	\$	91,938
Fund Allocations:			
41.30.01	MPO Activities	\$	125,946
41.30.02	Transit Operator Activities		,
41.30.03	State and/or Local Agency Activities		
	Total Net Project Cost	\$	125,946
	,		,
	Total FTA Funda	¢	01 020
	Total FTA Funds		91,333

#### Section 5305(d) - FY 2019 Grant Management Information System Codes All Funds

Technical Classifications	s:		
41.11.00	Program Support and Administration	\$	54,615
41.12.00	General Development and Comprehensive Planning		
41.13.00	Long Range Transportation Planning	\$	17,713
	(including Major Investment Studies and EIS)		
41.13.01	System Level	\$	4,539
41.13.02	Project Level	\$	21,061
41.14.00	Short Range Transportation Planning	\$	9,905
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41.16.02	Clean Air Planning		
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41.16.07	Management Systems		
41.16.08	Livable Communities		
41.17.00	Other Activities (Public Involvement)	\$	14,038
	Total Net Project Cost	\$	157,433
Accounting Classificatio	ns:		
41.20.01	Personnel	\$	114,905
41.20.02	Fringe Benefits	\$	18
41.20.03	Travel	\$	-
41.20.04	Equipment	•	
41.20.05	Supplies		
41.20.06	Contractual		
41.20.07	Other	\$	_
41.20.08	Indirect Costs		
	Total Net Project Cost	\$	114,923
Fund Allocations:			
41.30.01	MPO Activities	\$	157,433
41.30.02	Transit Operator Activities		
41.30.03	State and/or Local Agency Activities		
	Total Net Project Cost	\$	157.433
	<u> </u>	Φ.	405.040
	Federal Share (80%)	\$	125,946
	Local Share (20%)	\$	31,488
Accounting			
Classification	FPC <u>Description</u>	Amount	
91.37.08.8P-2	02 Technical Studies - Planning	\$	157,433

#### FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

#### FEDERAL FISCAL YEAR 2018 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2018)

#### AFFIRMATION OF APPLICANT

Name of the Applicant:Capital Region Transportation Planning Agency					
Name and Relationship of the Authorized Representative: Nick Maddox, Chairman					
BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2018, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.					
FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2018.					
The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute					
In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any					
other statements made by me on behalf of the applicant are true and accurate.					
Signature Date: May 15, 2018					
Name Nick Maddox Authorized Representative of Applicant					
AFFIRMATION OF APPLICANT'S ATTORNEY					
For (Name of Applicant): Capital Region Transportation Planning Agency					
As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.					
I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and Assurances, or of the performance of its FTA assisted Award.					
Signature Date: May 15, 2018					
Name Thornton Willams Attorney for Applicant					
Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed					

by the attorney and dated this federal fiscal year.

#### FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

## FEDERAL FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

(Signature pages alternative to providing Certifications and Assurances in TrAMS)

Name of Applicant: Capital Region Transportation Planning Agency (CRTPA)

The Applicant agrees to comply with applicable provisions of Categories 01 – 21.  $\underline{\hspace{1cm}}$  OR

The Applicant agrees to comply with applicable provisions of the Categories it has selected:

<b>Category</b>	<u>Description</u>	
01.	Required Certifications and Assurances for Each Applicant.	
02.	Lobbying.	
03.	Private Sector Protections.	
04.	Rolling Stock Reviews and Bus Testing.	
05.	Demand Responsive Service.	
06.	Intelligent Transportation Systems.	
07.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	
08.	Transit Asset Management Plan, Public Transportation Safety Program, and State Safety Oversight Requirements.	
09.	Alcohol and Controlled Substances Testing.	
10.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity Improvement).	
11.	State of Good Repair Program.	
12.	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.	
13.	Urbanized Area Formula Grants Programs and Passenger Ferry Grant Program.	
14.	Enhanced Mobility of Seniors and Individuals with Disabilities Programs.	
15.	Rural Areas and Appalachian Development Programs.	
16.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	
17.	State Safety Oversight Grant Program.	
18.	Public Transportation Emergency Relief Program.	
19.	Expedited Project Delivery Pilot Program.	
20.	Infrastructure Finance Programs.	
21.	Construction Hiring Preferences.	

## FLORIDA DEPARTMENT OF TRANSPORTATION

525-010-08 POLICY PLANNING

#### UNIFIED PLANNING WORK PROGRAM (UPWP) STATEMENTS AND ASSURANCES

#### LOBBYING CERTIFICATION for GRANTS, LOANS and COOPERATIVE AGREEMENTS

In accordance with Section 1352 of Title 31, United States Code, it is the policy of the Capital Region TPA that:

- (1) No Federal or state appropriated funds have been paid or will be paid by or on behalf of the Capital Region TPA, to any person for influencing or attempting to influence an officer or employee of any Federal or state agency, or a member of Congress or the state legislature in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Capital Region TPA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts and subcontracts under grants, subgrants, loans, and cooperative agreement), which exceeds \$100,000, and that all such subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Title: CRTPA Chairman (or designee)

#### FLORIDA DEPARTMENT OF TRANSPORTATION

525-010-08 POLICY PLANNING 05/18

#### UNIFIED PLANNING WORK PROGRAM (UPWP) STATEMENTS AND ASSURANCES

#### **DEBARMENT and SUSPENSION CERTIFICATION**

As required by the USDOT regulation on Governmentwide Debarment and Suspension at 49 CFR 29.510

- (1) The Capital Region TPA hereby certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in paragraph
     (b) of this certification; and
  - (d) Have not, within a three-year period preceding this certification, had one or more public transactions (federal, state or local) terminated for cause or default.
- (2) The Capital Region TPA also hereby certifies that if, later, it becomes aware of any information contradicting the statements of paragraphs (a) through (d) above, it will promptly provide that information to the U.S.D.O.T.

Name: Nick Maddox

Title: CRTPA Chairman (or designee)

Date

### FLORIDA DEPARTMENT OF TRANSPORTATION

525-010-08 POLICY PLANNING

#### UNIFIED PLANNING WORK PROGRAM (UPWP) STATEMENTS AND ASSURANCES

#### TITLE VI/ NONDISCRIMINATION ASSURANCE

Pursuant to Section 9 of US DOT Order 1050.2A, the Capital Region TPA assures the Florida Department of Transportation (FDOT) that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

The Capital Region TPA further assures FDOT that it will undertake the following with respect to its programs and activities:

- Designate a Title VI Liaison that has a responsible position within the organization and access to the Recipient's Chief Executive Officer.
- Issue a policy statement signed by the Chief Executive Officer, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
- Insert the clauses of Appendices A and E of this agreement in every contract subject to the Acts and the Regulations
- Develop a complaint process and attempt to resolve complaints of discrimination against sub-recipients. Complaints against the Recipient shall immediately be forwarded to the FDOT District Title VI Coordinator.
- Participate in training offered on Title VI and other nondiscrimination requirements.
- If reviewed by FDOT or USDOT, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days.
- 7. Have a process to collect racial and ethnic data on persons impacted by your agency's programs.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the Recipient.

Nick Maddox

CRTPA CHairman (or designee)

#### APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter 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 Agreement.
- (2.) Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, 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 Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor 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, sex, age, disability, religion or family status.
- (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, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the 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, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the 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, and/or the Federal
- (6.) 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. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, 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 subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. 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.

# UNIFIED PLANNING WORK PROGRAM (UPWP) STATEMENTS AND ASSURANCES

525-010-08 POLICY PLANNING 05/18

#### DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

It is the policy of the Capital Region TPA that disadvantaged businesses, as defined by 49 Code of Federal Regulations, Part 26, shall have an opportunity to participate in the performance of MPO contracts in a nondiscriminatory environment. The objectives of the Disadvantaged Business Enterprise Program are to ensure non-discrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help remove barriers to participation, create a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility, and ensure narrow tailoring of the program.

The Capital Region TPA, and its consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform the contract work of the Capital Region TPA, in a non-discriminatory environment.

The Capital Region TPA shall require its consultants to not discriminate on the basis of race, color, national origin and sex in the award and performance of its contracts. This policy covers in part the applicable federal regulations and the applicable statutory references contained therein for the Disadvantaged Business Enterprise Program Plan, Chapters 337 and 339, Florida Statutes, and Rule Chapter 14-78, Florida Administrative Code

Name: Nick Maddox

Title: CRTPA Chairman (or designee)

Date

#### CRTPA Draft UPWP FY 2019-2020 FDOT Final Comments 4-20-2018

#### CRTPA TPO Draft Unified Planning Work Program FYs19 & 20

- **Resolution**: Correct the reference to reflect the UPWP FY 19-20 in the third "Whereas"; delete CRTPA Executive Director authority to sign Joint Planning Agreements *Revised*
- Cost Analysis Certification FDOT will sign and provide after review of the final UPWP; Included
- **Statements and Assurances:** FDOT will provide updated Statements and Assurances with the final review; *Noted*
- **Editorial:** Check for font and formatting consistency; spell out acronyms first; and check for verb tenses and dates. *Noted*
- Table of Contents: Remove Joint Certification Item; Revised
- Introduction: Include a discussion of Soft Match. Added
- **Performance Measures:** Please revise the UPWP to include annual reporting of performance measures as an activity as appropriate. Use the attached FHWA guide for dates and further detail; *Revised*
- **Direct Expenses:** Revise the UPWP to clearly identify the change from Allocated Costs to Direct Expenses as the CRTPA has determined a set rate for services from the City of Tallahassee. Ensure that all expenses are listed, for e.g. GIS services. *Revised*
- Incorrect Reference: Under the federal transportation planning process, and consistent with the interlocal agreement, the CRTPA boundaries are the Metropolitan Planning Area (MPA). Please revise the reference to the Tallahassee Statistical Area to be the MPA. Revised
- **Coordination meetings:** Held with Central Office, Federal Highway and District Three FDOT are now scheduled biannually; *Revised*
- Task and Total Budget Tables: Final review and comment will be provided immediately after the revised version is posted and distributed. *Noted*

#### **FDOT D3 Districtwide Planning Activities:**

The Florida Department of Transportation District Three District Wide Planning Activities for FY18/19- FY19/20 include the following:

- GIS Application Development and System Maintenance
- Systems Planning and Reviews
- Interchange Reviews
- Travel Demand Model Development (FSUTMS)
- Efficient Transportation Decision Making (ETDM)/Community Impact Assessment
- Statistics
- Federal Functional Classification
- Traffic Counts Program
- Modal Development Technical Support
- State Highway System Corridor Studies
- State Highway System Complete Streets Classification
- Growth Management Development Impact Reviews

#### CRTPA Draft UPWP FY 2019-2020 FDOT Final Comments 4-20-2018

#### **Central Office Comments and Recommendations: :**

#### Comments-

- Please ensure that the MPO uses the revised Cost Analysis Certification in their final UPWP (page ii).
   This form is available at the following link:
   <a href="https://fms.fdot.gov/Anonymous/SendDocumentToClient?documentId=1788">https://fms.fdot.gov/Anonymous/SendDocumentToClient?documentId=1788</a>
   Updated
- Please ensure that the MPO includes FDOT's official UPWP Statements and Assurances in the UPWP.
   These documents are available at the following link:
   <a href="https://fms.fdot.gov/Anonymous/SendDocumentToClient?documentId=1795">https://fms.fdot.gov/Anonymous/SendDocumentToClient?documentId=1795</a>
   Included in Final
- The UPWP does not need to include the Annual Certification, or the Certification Statement. Deleted
- Please make sure that the draft UPWP is distributed to all review agencies identified in the FDOT Program Management Handbook, Table 3.3 UPWP Distribution List, Page 3-37. *Noted*

#### Recommendation-

An interactive table of contents would be very helpful to navigate the UPWP. Noted



Federal Highway Administration Florida Division Office 3500 Financial Plaza, Suite 400 Tallahassee, Florida 32312 (850) 553-2201 www.fhwa.dot.gov/fldiv

**Federal Transit Administration** 

Region 4 Office 230 Peachtree St, NW, Suite 1400 Atlanta, Georgia 30303 (404) 865-5600

**Planning Comments** 

Document Name: 2018/19-2019/20 Draft Unified Planning Work MPO: Capital Region TPA

Program

Date of Document: Date Received: Date Reviewed: District: 3/20/2018 3/20/2018 4/20/2018

Reviewed by: Danielle Blackshear, Richelle Gosman

#### **COMMENTS:**

Page #	Comment Type	Comment Description
General	FTA Region IV	If planning activities are proposed for funding under the 49 USC 5307 program or any other FTA program, please ensure they are listed and programmed in the UPWP. (FTA Circular 9030.1E, p. IV-1) Noted
General	FTA Region IV	If the programmed 5305(d) funds are estimates, coordination with the State DOT may be required for UPWP modification or amendment after the release of the FTA FY18 Apportionment Notice. <i>Noted</i>
General	FTA Region IV	If funding is being carried over from the prior-year UPWP, carryover amounts and activities should be listed in the document. <i>Noted</i> Please identify any incomplete work elements or activities financed with Federal planning assistance awarded in previous fiscal years as carryover activities. (FTA Circular 8100.1C (p. II-4, item e)). Noted
Page 1	Editorial	"Title VI Environmental Justice Procedures" is not accurate – Title VI of the Civil Rights Act of 1964 is law and Environmental Justice is Executive Order 12898. Although they are both nondiscrimination programs, they are two separate requirements. <i>Revised</i>
Page 2	Enhancement	There are no new Federal Planning Emphasis Areas for FY 2018/19, so you do not need to include the previous PEAs from FY 2016. (Also update Table II on page 37) <i>Revised</i>
Page 5	Editorial	The ICAR Agreement was approved on <u>June 1, 2018</u> . However, this date is in the future. Is this an anticipated date? <i>Revised to reflect correct date - February 20, 2018</i> .
Page 6	Editorial	In the StarMetro section there is a typo: "exiting StarMetro service" should be "existing." <i>Revised</i>
Page 8	Critical	Performance Measures – Although MAP-21 laid the foundation for the performance measures, the FAST Act continues this requirement and needs to be referenced in this section. Also, to avoid confusion please revise "measures for mobility" to "system performance measures," which is how it is referenced in TPM. "The updated the CMP" – typo **Revised**

Page 9	Editorial	2045 Regional Mobility Plan – "The RMP update is expect to" This section is incomplete. <i>Revised</i>
Page 16	Critical	Please include a reference to Appendix I: Administrative, Facility and Office Expense Detail in Task 1.0, or move Appendix I to Task 1.0 for additional clarity. Revised
Page 18	Critical	If the CRTPA is expecting to complete the the RFP to select a consultant for the RMP update in FY 2018/19, will the consultant be in place by FY 2019/2020? If so, the estimated budget detail for FY 2019/20 should include expected consultant funding. <i>Noted</i> Typo - Conduct review of 240 RMP <i>Revised</i>
Page 28	Critical	The Estimated Budget Detail for FY 2018/2019 includes a line item for Consultant funding for the Bike/Ped Master Pan and the ITS Master Plan. However, there is currently no funding listed. If consultant funding is anticipated, it should be included in the estimated budget detail table. Revised – initial draft UPWP did not include consultant cost estimates as we were still determining available funding.
Page 35	Critical	Is any consultant funding anticipated for the SW Area Plan or Midtown Phase II? If so, please include it in the estimated budget detail. <i>Revised</i>
General	Editorial	Great job streamlining the UPWP! Thank you!!
General	Editorial	Tasks that involve consultant participation should provide enough detail (such as project scope, work to be accomplished for each project, anticipated completion dates, and project costs) about what the consultant responsibilities are concerning the activities to be undertaken using federal-aid funds. If that is not possible at this time, prior to the MPO's use of PL funds for these types planning projects or activities, the District should forward a copy of the scope of services, the anticipated cost, and completion date to the FHWA for review. It will continue to be the responsibility of the District and MPO to ensure that all activities undertaken as part of these tasks are eligible and are allowable costs. <i>Noted</i>
General	Editorial	All Agreements or Certifications, including Debarment and Suspension, Contracts, Grants, and Cooperative Agreements, Title VI agreements and DBE statements should be signed and dated, and included in the final document.  Noted – typically do not include these with the draft UPWP.

#### Resolution 2019-##

A RESOLUTION AUTHORIZING THE CHAIRMAN TO SIGN THE PUBLIC TRANSPORTATION GRANT AGREEMENT FOR THE RECIEPT OF FEDERAL TRANSIT ADMINISTRATION (FTA) SECTION 5305(d) FUNDS.

Whereas, the CRTPA is the designated and constituted body responsible for the urban transportation planning and programming process; and

*Whereas*, the CRTPA is the authorized recipient of the United States Department of Transportation's planning funds; and

*Whereas,* the CRTPA prepared and submitted a Fiscal Years 2019 and 2020 Unified Planning Work Program that details the use of FTA Section 5305(d).

#### NOW THEREFORE BE IT RESOLVED that the CRTPA:

- 1. Authorizes the Chairman to sign the Public Transportation Grant Agreement, and
- 2. Authorizes the CRTPA Executive Director to file and execute all related grant applications and invoices for the Unified Planning Work Program and Section 530 5(d) Transit Planning Grant.

DONE, ORDERED AND ADOPTED THIS 17<sup>th</sup> day of June 2019
CAPITAL REGION TRANSPORTATION AGENCY

		Dr. Anthony O. Viegbesie, Chairman
ATTEST:		
	Greg Slay, Executive Director	