



CRTPA BOARD

MEETING OF TUESDAY, MAY 18, 2021 AT 1:30 PM

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

MISSION STATEMENT

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

FINAL AGENDA

Citizens wishing to provide input at the CRTPA meeting may:

- (1) Provide comments in person at the meeting. Speakers are requested to limit their comments to three (3) minutes; or
- (2) Submit written comments prior to the meeting at <http://crtpa.org/contact-us/> by providing comments in the "Email Us" portion of the page before 5:00 p.m. on March 17. This will allow time for comments to be provided to CRTPA members in advance of the meeting. Comments submitted after this time (up to the time of the meeting) will be accepted and included in the official record of the meeting; or
- (3) Provide live comments during the meeting via video conference by registering before 5:00 p.m. on March 17 at <http://crtpa.org/contact-us/> and noting your desire to provide comments via video in the "Email Us" portion of the page along with the agenda item or issue you wish to discuss. You will be contacted by CRTPA staff and provided with a link to virtually access the meeting and provide your comment during the meeting. Speakers are requested to limit their comments to three (3) minutes.

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

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

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

1. **CALL TO ORDER AND ROLL CALL**

2. **AGENDA MODIFICATIONS**

3. **PUBLIC COMMENT ON ITEMS NOT APPEARING ON THE AGENDA**

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

4. **CONSENT AGENDA**

- A. Minutes of the March 16 CRTPA Meeting
- B. CRTPA Staff Services Agreement

5. **CONSENT ITEMS PULLED FOR DISCUSSION**

6. **CRTPA ACTION**

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

A. **StarMetro Public Transportation Agency Safety Plan (PTSAP)**

This item provides a discussion on the recent development of StarMetro's PTASP that is a federal requirement of StarMetro. Relatedly, the CRTPA is required to either support StarMetro's safety targets or develop transit safety targets of its own.

B. **Draft Transportation Alternatives (TA) Project Priority List**

This item seeks adoption of the draft Fiscal Year (FY) 2023 – FY 2027 TA Project Priority List.

7. **FLORIDA DEPARTMENT OF TRANSPORTATION REPORT**

8. **EXECUTIVE DIRECTOR'S REPORT**

A status report on CRTPA activities will be provided including a discussion on CRTPA Executive Committee appointments.

9. CRTPA INFORMATION

- A. Future Meeting Dates**
- B. Committee Actions (Citizen's Multimodal Advisory Committee & Technical Advisory Committee)**
- C. CRTPA Project Updates**

10. ITEMS FROM CRTPA BOARD MEMBERS

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



May 18, 2021

AGENDA ITEM 1

CALL TO ORDER AND ROLL CALL



May 18, 2021

AGENDA ITEM 2

AGENDA MODIFICATIONS



May 18, 2021

AGENDA ITEM 3

PUBLIC COMMENT ON ITEMS NOT APPEARING ON THE AGENDA

Comments at this meeting may be provided in the following manner:

- (1) Provide comments in person at the meeting. Speakers are requested to limit their comments to three (3) minutes; or
- (2) Submit written comments prior to the meeting at <http://crtpa.org/contact-us/> by providing comments in the “Email Us” portion of the page before 5:00 p.m. on March 17. This will allow time for comments to be provided to CRTPA members in advance of the meeting. Comments submitted after this time (up to the time of the meeting) will be accepted and included in the official record of the meeting; or
- (3) Provide live comments during the meeting via video conference by registering before 5:00 p.m. on March 17 at <http://crtpa.org/contact-us/> and noting your desire to provide comments via video in the “Email Us” portion of the page along with the agenda item or issue you wish to discuss. You will be contacted by CRTPA staff and provided with a link to virtually access the meeting and provide your comment during the meeting. Speakers are requested to limit their comments to three (3) minutes.



March 16, 2021

AGENDA ITEM 4A

MINUTES

TYPE OF ITEM: Consent

The minutes from the March 16, 2021 CRTPA meeting are provided as ***Attachment 1***.

RECOMMENDED ACTION

Option 1: Approve the minutes of the March 16, 2021 CRTPA meeting.

ATTACHMENT

Attachment 1: Minutes of the March 16, 2021 CRTPA meeting.



CRTPA BOARD

MEETING OF TUESDAY, MARCH 16, 2021 AT 1:30 PM

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

MEETING MINUTES

Members Present:

Commissioner Jeremy Matlow, Chair, City of Tallahassee
Commissioner Anthony Viegbesie, Gadsden County
Commissioner Betsy Barfield, Jefferson County
Commissioner Kristin Dozier, Leon County
Commissioner Nick Maddox, Leon County
Commissioner Rick Minor, Leon County
Commissioner Curtis Richardson, City of Tallahassee
Commissioner Dianne Williams-Cox, City of Tallahassee
Commissioner Decorkus Allen, Town of Havana - Gadsden Municipalities
Commissioner Randy Merritt, Wakulla County

Staff Present: Greg Slay, CRTPA; Jack Kostrzewa, CRTPA; Greg Burke, CRTPA; Suzanne Lex, CRTPA; Yulonda Mitchell, CRTPA; Thornton Williams, CRTPA Attorney; Chris Rietow, ARPC; Andrea Rosser, StarMetro; Bryant Paulk, FDOT; Bethany Whitaker, Nelson/Nygaard

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

Seandi Forbes, 400 Capital Circle SE, #243, spoke about commuter transit. Mr. Forbes noted that he had spoken with StarMetro regarding a commuter plan he had developed. The plan would connect the Florida Panhandle to South Florida via rail lines and would also include a connection to South Georgia. This rail line would be of reasonable cost to passengers.

4. CONSENT AGENDA**A. Minutes of the February 16 CRTPA Meeting**

Board Action: Commissioner Merritt made a motion to approve the minutes as presented. Commissioner Minor seconded the motion and the motion was unanimously passed.

5. CONSENT ITEMS PULLED FOR DISCUSSION**6. ROLL CALL VOTE AGENDA ITEMS****A. Fiscal Year (FY) 2021– FY 2025 Transportation Improvement Program (TIP) Amendment**

The CRTPA FY 2021 – FY 2025 TIP is proposed to be amended to reflect the addition of the following projects:

- StarMetro Helping Obtain Prosperity for Everyone (HOPE) Program Grant Award (Leon County): Reflect the receipt of Federal Transit Administration HOPE funding by StarMetro in FY 21 (\$400,000).

Ms. Lex outlined the CRTPA FY 2021 – FY 2025 TIP Amendment. She noted that the City of Tallahassee and StarMetro received \$400,000 in the HOPE Program Grant Award. Ms. Lex stated this amendment was being completed to have consistency in the TIP for the FTA for award processing. These funds will be in conjunction of the South City Transit center to complete the Route and Optimization Study.

Board Action: Commissioner Merritt made a motion to approve the Fiscal Year (FY) 2021– FY 2025 Transportation Improvement Program (TIP) Amendment. Commissioner Viegbesie seconded the motion and a roll call vote was taken. The motion was unanimously passed.

7. CRTPA ACTION**A. StarMetro Comprehensive Operational Analysis (COA) and Transportation Development Plan (TDP) Update**

An update on the development of StarMetro's COA and TDP was provided.

Bethany Whitaker, Nelson\Nygaard provided a presentation about transit and the development of COA and TDP. She discussed the benefits of transit that include improving quality of life, economic impacts to stimulate development, attracting younger talent and providing alternate modes of travel. StarMetro currently provides fixed routes service, flex service, and Dial-a-ride. Funding sources for StarMetro include the City of Tallahassee (40%), FSU (just under 20%),

federal funding (20%), and State of Florida (20%) funding that keep the service operating and running.

Development of the Transit Development Plan is required every 5-years by the Florida Department of Transportation. The TDP focuses on the system and uses a 10-year planning horizon. StarMetro's update is due by September 1 and is required to receive state funding. Development of the Comprehensive Operational Analysis focuses on services, provides recommendations for near-term improvements, and looks specifically to how services can operate as efficiently and effectively as possible. Upcoming StarMetro's improvements include scheduled automatic passenger counters, new fair boxes, Dial-a-ride smart phone app and COVID adjustments. Community engagement opportunities included a Virtual Meeting held on February 17 and an interactive survey open until March/April of this year as well as stakeholder interviews done within the community.

Commission Minor requested information related to seeking an improvement to an existing route. Ms. Whitaker stated that the COA process would include a market analysis. This will evaluate the current land uses and demographics within an area. Commissioner Richardson discussed the need to get citizens out of the cars and using transit more as this also assists with addressing traffic issues within the city. Ms. Whitaker noted most transit systems seek to have a combination of "choice riders" and serving others who may be of lower incomes or greater need. The current trend was to create a transportation system that doesn't depend only on the automobile and understand the tradeoffs. Commissioner Dozier discussed the need for transfer stations. Ms. Whitaker noted that there are routes that don't require a downtown transfer. Commissioner Dozier requested an understanding of the state gas tax funding and if a portion is set aside specifically for transit. Ms. Rosser stated yes, the local share was carved out specifically for transit. Mr. Slay explained that the gas tax was actually the FDOT Block Grant and that 15% is set aside by the state for those funds. Commissioner Dozier expressed the need to have transit routes to all public facilities including public libraries.

Board Action: This was an informational item, therefore, no action was taken.

B. Ride On Commuter Services

An overview of the Ride On program which coordinates regional commuter services was presented.

Pat Maurer, Apalachee Regional Planning Council, provided information on the Ride On Commuter Services program. Ms. Maurer stated that the Ride On program was funded by FDOT to provide communities with transportation options to driving in a vehicle alone. She noted that transportation can be challenging particularly to citizens that live in rural areas and discussed what is offered by the Ride On program. Ms. Maurer noted that services are free and available to all adult citizens. She stated that the program provides for increased mobility, reduced traffic and reduced parking demand as well as addresses health and safety. The program's community partners include StarMetro, Career Source Capital Region, FAMU, TCC, and FSU. Components of the Ride On program include transportation demand consulting,

employer-based transportation programs and commuter assistance. This program is fully funded by grants.

Commissioner Maddox stated he was interested in learning more about the Regional Transit Study. The consensus of the Board was to allow the StarMetro's studies to complete prior to discussing regional transit so that all studies could be addressed together. Mr. Slay asked the consultant to provide the timeline for finalizing the COA project. Ms. Whitaker stated that a draft of the Transit Development Plan (TDP) will be ready in June and the Comprehensive Operational Analysis (COA) will be complete in December 2021.

Board Action: This was an informational item, therefore, no action was taken.

C. Multi-use Corridors of Regional Economic Significance (M-CORES) Update

An update on the Florida Department of Transportation Multi-use Corridors of Regional Economic Significance (M-CORES) initiative was provide.

Mr. Mr. Slay provided M-CORES legislative updates including the status of current proposed bills that are being reviewed by the Florida Legislature. SB 100 (currently there is no House companion bill) would repeal the M-CORES legislation and shifts the northern terminus of facilities from Jefferson County to Madison County. The bill makes an effort to provide improvements but not under the same timelines as the M-CORES program. Mr. Slay discussed HB 6059 and HB 1590 to remove Jefferson County from the northern terminus of the Suncoast Connector and that both bills have been introduced but have not moved into review by any Committees. HB 763 and SB 1030 are parts of other bills which would repeal the entire M-CORES legislation. Mr. Slay noted the Board directed staff to draft a letter to the MPOAC stating the Board's position. The letter stated the C RTPA didn't want M-CORES to impact the current year's Work Program. Mr. Slay stated the letter was held to include any additional information or any decisions made at the meeting.

Commissioner Dozier stated SB 100 was not a full repeal but noted there was a lot packed into the bill and she was interested in learning the details that would come out of the discussions as the bill moves though the session. She noted this bill addressed the some of the critical concerns voiced by the Board including not impacting the current year FDOT Work Program/Budget, phasing future planning into the 5-year Work Plan and requiring environmental concerns be addressed. She noted an email that was sent to the members that included draft resolution language and noted the resolution language was not on the current agenda; however, the item could be approved at an Executive Committee meeting if necessary. Commissioner Matlow stated he would entertain taking an action at the meeting and was opposed to the M-CORES legislation, if that was the will of the body. Commissioner Minor noted his concerns with M-CORES and the Suncoast Connector. He noted his concerns with projects moving forward, as required by statute, without a comprehensive needs assessment and an economic feasibility analysis. Commissioner Minor further noted that there could be a letter sent to the Florida Legislative committee chairs outlining the need to conduct comprehensive needs assessment

and an economic feasibility analysis be required, per normal operational procedures, before moving forward with M-CORES.

Commissioner Barfield noted that Jefferson County approved a resolution to propose a no-build. She noted if the Board wanted to move forward with a resolution in opposition to the M-CORES she would support such an effort but felt it should be an item for the Executive Committee instead of voting on the resolution today. Commissioner Viegbesie stated he would discuss the issue at the Gadsden County Commission Meeting and did not feel comfortable voting on any language at this time. Commissioner Richardson agreed he would not want to vote on an item today and noted he supported Jefferson County's resolution.

Commissioner Dozier stated the draft resolution was a robust resolution and discussed having an emergency meeting to address the issue of the resolution. She noted that the draft language resolution should include a few things that have been consistent in all of the Board's conversations: (1) follow the FDOT process and have projects flow through the 5-year work plan; (2) repeal the portions of MCORES that have a designated construction schedule and budget in the next few years; (3) utilize data from the Task Force work as a tool to improve existing infrastructure and to access future project needs along the corridor. Commissioner Minor agreed and noted many citizens have expressed these same concerns and felt a letter was probably better than the resolution at this time. Mr. Slay stated the resolution language consisted of two points: (1) request the Governor and the legislature to cease funding for M-CORES and (2) support legislation to repeal the M-CORES legislation.

Board Action: Commissioner Maddox made a motion to have an emergency meeting to address the resolution or letter language. The motion was seconded by Merritt. After discussion, the motion was rescinded by Commissioner Maddox.

Mr. Slay stated the letter would be the best route. He noted clear direction should be given to the Director. Mr. Slay stated a special meeting could be conducted, if necessary. Commissioner Matlow noted the points Commissioner Dozier discussed which included the need for the letter to include the timelines, dedicated funding, as it currently exists in statute, and support for FDOT addressing the needs for the Suncoast Corridor within the typical 5-year plan. Commissioner Barfield stated the work for the guided principles become a document that guides the improvements for the corridor.

Board Action: Commissioner Dozier made a motion to draft letter on behalf of the Board to send to House and Senate Committees stating the CRTPA Board supports legislation removing the timeline and funding schedule; support legislation that follows the current FDOT process by having projects flow through the 5-year work plan to access projects within the Suncoast Parkway Corridor; rely on the guiding principles of the Task Force and use data as a tool to improve existing infrastructure and to access future project needs along the corridor. Seconded by Commissioner Barfield. A roll call vote was taken, the motion passed with Commissioner Merritt, Viegbesie, Maddox, and Richardson voting in opposition to the motion.

8. FLORIDA DEPARTMENT OF TRANSPORTATION REPORT

Mr. Paulk provided an update that included information on the Attapugus Highway/CR 65 project. Specifically, the Department has been requested to revise the scope of work to add paved shoulders. He noted that a supplemental agreement with the requested revisions has been submitted back to the Gadsden County for execution.

9. EXECUTIVE DIRECTOR'S REPORT

Mr. Slay discussed the CRTPA's Federal Certification. He noted that the process went smoothly; however, staff has the expectation of some corrective actions consistent with other certifications around the State.

10. CRTPA INFORMATION

- A. Future Meeting Dates**
- B. CRTPA Project Updates**

11. ITEMS FROM CRTPA BOARD MEMBERS

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

Adjourned at 3:33 pm.

Attested:

Yulonda Mitchell, Recording Secretary

Jeremy Matlow, CRTPA Chairman

May 18, 2021



AGENDA ITEM 4 B

CRTPA STAFF SERVICES AGREEMENT

TYPE OF ITEM: Consent

STATEMENT OF ISSUE

Staff is seeking approval of the updated Staff Services Agreement with the City of Tallahassee. The proposed changes to the Staff Services Agreement are provided in strikethrough-underline in ***Attachment 1*** and a clean version is provided in ***Attachment 2***. The agreement outlines the responsibilities of each party regarding provision of administrative, professional and operational support services.

RECOMMENDED ACTION

Option 1: Approve the updated Staff Services Agreement with the City of Tallahassee.

BACKGROUND

The proposed changes, shown in strikethrough and underline, eliminate references to the City's Cost Allocation Plan. This revision clarifies that the CRTPA is charged a direct rate for services and rent based on the City's Internal Service Fund Expense Allocation Plan. In addition, a reference to the Federal Code of Regulations is updated.

Section 4 and 4.b.

Eliminates the reference to the City's Cost Allocation Plan.

The cost of services for operational support is calculated based on the City's Internal Services Fund Expense Allocation Plan and not on their Cost Allocation Plan.

Section 4.g.1

Revises terms for which the CRTPA is charged for office space and replaces the reference to the City's cost allocation plan with Internal Services Fund Expense Allocation Plan.

Adds a provision that the CRTPA will pay rent to the City at a monthly rate as agreed upon by both parties.

Section 6.0

Removes the reference to the City's indirect rate as the basis for calculating costs and updates the reference for compliance to 2 Code of Federal Regulation (CFR) 200.

The staff services agreement is revised to reflect that charges for services to the CRTPA are calculated at a per unit cost based on the City's Fund Internal Services Fund Expense Allocation Plan. This accurately reflects that the services are based on a direct rate. In addition, the reference to federal OMB Circular A-87 is superseded by the consolidated 2CFR200.

Section 9.0

Removes an outdated Code of Federal Regulation reference .

The staff services agreement is revised to remove an outdated reference.

RECOMMENDED ACTION

Option 1: Approve of the updated Staff Services Agreement with the City of Tallahassee.
(Recommended)

Option 2: CRTPA Board Discretion.

ATTACHMENT

Attachment 1: Updated Staff Services Agreement with the City of Tallahassee in strikethrough and underline copy.

Attachment 1: Updated Staff Services Agreement with the City of Tallahassee, clean copy.

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

THIS MEMORANDUM OF UNDERSTANDING, hereinafter to be called the STAFF SERVICES AGREEMENT ("Agreement"), is made and entered into on the date specified herein, by and between the Capital Region Transportation Planning Agency, the region's Metropolitan Planning Organization ("CRTPA") and the City of Tallahassee ("CITY").

WITNESSETH:

WHEREAS, Section 339.175, Florida Statutes, provides for the designation of a Metropolitan Planning Organization ("MPO") for each urbanized area of the state and the creation and operation of such metropolitan planning organizations pursuant to an Interlocal Agreement entered into pursuant to Section 163.01, Florida Statutes; and

WHEREAS, the Governor of Florida has designated the CRTPA as the MPO for all of Leon County, along with urbanized portions of Gadsden, Wakulla and Jefferson Counties, the cities of Chattahoochee, Gretna, Midway, Quincy and Tallahassee, the towns of Greensboro and Havana, and the Leon County School Board; and

WHEREAS, the CRTPA as the MPO is duly created and operated pursuant to an Interlocal Agreement between the Florida Department of Transportation, the Counties of Leon, Gadsden, Wakulla and Jefferson, the cities of Chattahoochee, Gretna, Midway, Quincy and Tallahassee, the towns of Greensboro and Havana, and the Leon County School Board; and

WHEREAS, the CRTPA as the MPO wishes to manage the continuing, cooperative, and comprehensive transportation planning process mandated by state and federal law and authorized by Section 339.175, Florida Statutes; and

WHEREAS, Section 339.175, Florida Statutes, specifies that the CRTPA, as the MPO, shall be considered separate from the state or the governing body of a local government that is represented on the governing board of the CRTPA, as the MPO, or that is a signatory to the Interlocal Agreement creating the CRTPA, as the MPO, and shall have such powers and privileges that are provided under Sections 163.01 and 339.175, Florida Statutes; and

WHEREAS, pursuant to Section 339.175 (2)(b), Florida Statutes, the CRTPA, as the MPO, is a legally independent governmental entity distinct from the CITY government; and

WHEREAS, pursuant to Section 339.175(6)(g), Florida Statutes, the CRTPA, as the MPO, has the authority to contract with the CITY and other governmental entities for the provision and exchange of certain services; and

WHEREAS, the CRTPA, as the MPO, wishes to obtain certain administrative support services from the CITY to assist the CRTPA staff in managing the continuing, cooperative and comprehensive transportation planning process mandated by state and federal law and is authorized by Sections 339.175 and 163.01, Florida Statutes, to contract with the CITY for the same; and

WHEREAS, the CITY has the authority to enter into said Agreement and to provide the administrative services hereinafter described; and

WHEREAS, the provision of such services will mutually benefit the parties hereto and its citizens.

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

1.0 INCORPORATION BY REFERENCE.

The parties agree that the above recitals are a material part of this agreement, are true and correct, and are incorporated herein by reference.

2.0 PURPOSE.

The purpose of this Staff Services Agreement is to define the services to be provided by the CITY to the CRTPA; to provide for the professional services deemed necessary to carry out the terms of the Interlocal Agreement and any other agreement to which the CRTPA is a party; to determine the compensation to the CITY, if any, and to provide the staff services necessary for the administration of the CRTPA. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act, and Section 339.175, Florida Statutes, and embodies the whole understanding of the parties.

3.0 CRTPA STRUCTURE.

The governing board of the CRTPA shall be the policy-making body of CRTPA as defined by Section 339.175, Florida Statutes, responsible for cooperative decision-making actions taken by CRTPA. As provided in Section 339.175, Florida Statutes, the CRTPA may employ personnel and may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies.

The Executive Director of the CRTPA serves under the direction, supervision, and control of the CRTPA governing board. The Executive Director serves as the principal administrator for the day-to-day administration of the CRTPA's

operations, supervision of the CRTPA's staff, consultants and contractors, establishment of procedures and operational policies governing the CRTPA's administration and staff, and such other responsibilities as set forth in the CRTPA's bylaws.

The Executive Director, with the consent of the CRTPA governing board, employs such personnel as may be necessary and authorized by the CRTPA governing board to perform adequately the functions of the CRTPA within the CRTPA's budgetary limitations. Pursuant to this Agreement, the CRTPA's staff shall receive certain benefits and administrative support services from the CITY, but shall otherwise function independently of the control, supervision, and direction of the CITY. The CITY shall have no management or control over, or responsibility for the CRTPA personnel, employees, staff, or the Executive Director.

As an independent legal entity, the CRTPA shall have the authority to add or delete staff and staff's positions from time to time, adjust salaries and benefits for its staff, and determine when and if to hire, terminate, discipline, layoff, furlough or suspend personnel working for the CRTPA, independent of any input direction or control from the CITY.

The CRTPA shall receive certain CITY employment related benefits as set forth in 4.0 below but shall otherwise not be considered or regarded as agents, employees, or representatives of the CITY and shall operate independently of the control, supervision and direction of the CITY.

4.0 ADMINISTRATIVE SUPPORT SERVICES.

The CRTPA shall operate as an independent governmental entity from the CITY, employ its own staff, and enter into any contracts necessary or convenient for its operations and administration.

The CITY will provide the following administrative support services to the CRTPA and the CRTPA's staff to assist in managing the continuing, cooperative, and comprehensive transportation planning process for the CRTPA region. Cost of these services shall be expensed at the rates determined by the CITY's ~~cost allocation~~ -Internal Service Fund Expense Allocation Plan for such services unless noted otherwise herein. The methodology used to develop these costs shall be documented and reviewed on an annual basis as part of the budget development of the CRTPA.

- a) **Accounts.** The CITY shall establish a cost center with the budgetary system of the CITY for the CRTPA and provide financial management of federal, state and local monies granted to the CRTPA in accordance with general accepted accounting procedures. Notwithstanding the foregoing, the Parties agree

that the CRTPA, as a distinct governmental entity, shall bear the ultimate responsibility to ensure that all required financial reporting been done, regardless of whether such functions are performed by the CITY's Clerk and Auditor, or privately.

- b) **Annual Funding and Audit.** The CITY will include the CRTPA's revenues and expenditures in the CITY's accounting system and will pay the CRTPA's expenses from appropriated funds subject to reimbursement at the agreed rate. The parties agree to provide to each other and any other third party all information necessary to complete said audit. The CRTPA will outsource for the performance of its annual audit to a qualified auditing firm. ~~The cost of the audit will be separate from the CITY's cost allocation plan.~~
- c) **Personnel Expenditures.** Subject to the availability of funds from the CRTPA, the CRTPA's staff shall have the option to receive the same benefits and services as similarly-classified CITY employees, including but not limited to health, life, dental, long term disability, wellness program, unemployment compensation benefits, retirement system benefits and leave accruals. Additionally, the CITY does not provide social security benefits to the CRTPA employees. The CRTPA understands and agrees that the employee benefits programs which the CITY may offer will change from time to time. If programs are added or removed, the CITY will advise or notify the CRTPA when changes are contemplated and/or implemented at the same time the CITY's employees are advised or notified.
- d) **Human Resources.** The CRTPA may utilize all personnel services offered by the CITY's Human Resources Department or Office. Such personnel services include, but not limited to the recruitment, hiring, screening, background and/or credit examination, and applicable pre-employment physical and drug testing of the CRTPA employees or prospective employees. The CITY shall permit the CRTPA employees, at no cost difference than what is charged to CITY employees, to participate in personnel-related training courses and programs.
- e) **Central Services.** The CITY shall provide support services in the same manner as provided to CITY departments, which include, but are not limited to, human resources, accounting, purchasing, information services, building maintenance, vehicle maintenance, communications, legal, finance, revenue collection, treasury maintenance, vehicle management, retirement administration, payroll, accounting services and equipment, as requested by the CRTPA. The CRTPA procurement requirements must adhere to all Federal and state laws regarding procurement of services. The CRTPA must also be in compliance with the Federal Highway Administration (FHWA), the Federal

Transit Administration (FTA) and the Florida Department of Transportation (FDOT), rules and regulations as applicable.

- f) **Insurance Coverage.** Any person who performs services for remuneration and who is actually employed full-time by the CRTPA, while acting within the course and scope of his or her employment, shall be covered by the CRTPA's insurance for automobile, general liability, and worker's compensation. Such coverage is not provided by the CITY to the CRTPA.
- g) **Facilities.** The CITY shall provide office space and meeting facilities sufficient to adequately support the functions of the CRTPA as mandated by federal and state law. Any charges for the office and meeting space, as well as the location and hours of use of the office and meeting space, shall be covered under the CITY cost allocation plan as agreed to by the CITY and CRTPA.

1. **Office Space.** The City shall provide the CRTPA with office space suitable to conduct the CRTPA's business at a monthly rental cost as agreed upon by the CITY and the CRTPA. The CRTPA shall pay the building maintenance expenses based on the City's cost allocation plan. Once suitable office space has been agreed to between the CRTPA and the CITY, the CITY shall not reassign office space to the CRTPA or change the monthly rental cost without the CRTPA's concurrence. The CRTPA may, at its discretion, utilize non-city space if circumstances warrant.

2. **Meeting Space.** The CITY shall provide suitable meeting space (as reasonably determined by the CRTPA) for the CRTPA to conduct its advisory and governing board meetings. The CRTPA shall coordinate with the CITY to reserve such meeting and conference rooms. The CITY, in consultation with the CRTPA and in accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, shall provide assistance to persons with disabilities needing special accommodations to participate in meetings held on the CITY's property.

5.0 **CRTPA Duties.**

All administrative support services to the CRTPA's not delineated in Section 4 of this Agreement shall be provided by the CRTPA staff. Such duties include, but are not limited to:

- a) **Legal Services.** The CRTPA may employ a general counsel, who shall serve under contract and at the pleasure of the Board, providing legal counsel and services to the CRTPA and its Executive Director at the direction of the Board, the Board Chairman and the Executive Director.

- b) **Budget.** The CRTPA shall establish a budget which shall operate on a fiscal year basis consistent with any requirements of the Unified Planning Work Program (UPWP). The CRTPA shall annually prepare a budget necessary to perform adequately the functions of the CRTPA as mandated by federal and state law. The budget shall be written to cover all of the costs to the CITY for all support services provided to the CRTPA pursuant to this Agreement. The CRTPA's Governing Board shall approve the CRTPA's annual operating budget and UPWP as well as any changes needed. The CITY shall have no authority in reviewing or approving the budget, budget modifications/amendments or the UPWP. It is the responsibility of the CRTPA to ensure that all appropriate Federal and State of Florida budget rules and regulations and any requirements of the FDOT related to the administration of state funds are followed in preparing the annual budget.

The City shall, on an annual basis, provide the CRTPA with the calculations used to determine the various service costs (i.e. financial services, human resources, procurement, etc.) as part of the development of the CRTPA budget.

- c) **Reimbursement of Fund Advances.** Upon receipt of quarterly spending reports from the CITY, the CRTPA shall calculate and submit bills to the appropriate federal, state and local grantors for program expenditures within 90 days of the end of the fiscal quarter and forward reimbursement payments to the CITY upon receipt from such federal, state and local grantors. Other than providing basic cost information to the CRTPA, the CITY shall have no authority over the approval of the CRTPA's budget. The CRTPA budget shall be approved exclusively and solely by the CRTPA's governing board.
- d) **Personnel Policy.** The CRTPA will adopt and implement personnel policies for the recruitment, retention, promotion, supervision, discipline and evaluation the CRTPA employees. The CITY shall have no supervisory or other authority regarding the adoption of this policy. While the CRTPA may adopt the CITY's personnel policies for its day-to-day operations, the CRTPA shall, as a separate and independent governmental entity, structure all its policies to meet its immediate needs and to comply with all state and federal guidelines. Should the CRTPA adopt the CITY's personnel policies, the adoption of the policies shall result in a separate set of policies for the CRTPA's exclusive use. Said adoption of the policies shall not be construed by the parties or any other entity as entitling the CITY to have the ability to regulate or supervise the CRTPA in the areas of adoption. The CRTPA shall be permitted to participate in personnel related training courses or programs, including drug testing, offered by the CITY. All Personnel Policies shall be in

compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.*

- e) **Professional Services.** To facilitate the CITY purchasing function of the CRTPA, the CRTPA shall comply with the provisions of Section 287.055, Florida Statutes (“The Consultants’ Competitive Negotiation Act”) and the federal and FDOT procurement requirements for the procurement of professional services. Per federal guidelines, CRTPA procurement activities shall not include requirements for geographic preference.

6.0 COMPENSATION.

In consideration for the administrative support services to be provided herein by the CITY, the CRTPA shall annually budget a sum sufficient to reimburse the CITY for all costs incurred by the CITY for administrative support, self- insurance, and other direct and ~~in~~ direct costs associated with the CRTPA operations. *Actual cost estimates shall be used with the exception of indirect costs, which cost estimates, shall be calculated in accordance with the Comprehensive Annual Financial report, which is in compliance with the federal OMB Circular A-87, 2 Code of Federal Regulation 200.*

Commented [LS1]: 2CFR200 consolidated budget circulars.

7.0 TRAVEL AND TRAVEL EXPENSES.

All travel by the CRTPA’s personnel and Governing Board members shall be approved by the CRTPA’s Executive Director and travel expenses shall be paid consistent with the provisions of the CRTPA’s Travel Policy. All travel by the CRTPA’s Executive Director shall be approved by the Chairman of the Governing Board or his designee and travel expenses shall be paid consistent with the provisions of Section 112.061, Florida Statutes. The CITY shall have no function or responsibility with respect to the travel of any CRTPA staff or Governing Board Members.

8.0 DURATION AND TERMINATION PROCEDURE.

a) LENGTH OF AGREEMENT.

This Agreement shall remain in effect for five (5) years or until terminated by the parties in accordance to the terms of this Agreement. Should the parties fail to renew the Agreement within the five (5) year period and neither party is in default under the terms of this agreement, the parties agree that this agreement shall remain in full force and effect on a month to month basis, until and unless it is terminated by the parties or a new agreement replaces this Agreement.

b) TERMINATION FOR CONVENIENCE.

Either party may terminate this agreement for convenience with six (6) months written notice to the other party. The parties agree that a termination for convenience by one party shall not result in any recourse under the provisions of this agreement against the other party. Also, it is agreed that should a cause of action arise from the execution of a termination for convenience, under this section, any such cause of action is waived by the parties.

c) TERMINATION FOR DEFAULT.

If either party is in default of the Agreement, termination may be made thirty (30) calendar days after receipt of the written notice to the defaulting party of the default and the default is not cured. Upon notification of the default, the defaulting party will have thirty days (30) to cure upon receipt of written notice of the default unless a different term is agreed to by the parties. Failure to comply with any of the terms of this Agreement will constitute a default within the meaning of this section. A cure shall be deemed satisfactory when performed within the terms of this Agreement. The parties agree that neither party may determine that a cure is unsatisfactory if the cure meets the terms of this agreement.

d) RIGHT TO DAMAGES AND OBLIGATIONS AFTER TERMINATION.

The parties agree that neither party waives any of its rights to seek damages of any kind against the other party in the event of substantial breach or default of any of the terms hereunder. After termination, this Agreement shall be of no further continuing effect, and the parties have no obligations to each other hereunder, except the sections in the Agreement noted as surviving termination, those duties and responsibilities to be carried out upon or after termination, and those duties or responsibilities arising on or before the date of termination.

9.0 RECORD KEEPING AND RETENTION.

The CRTPA and the CITY shall prepare and retain all books, papers, records and accounts related to this Agreement in accordance with generally accepted accounting procedures and with federal requirements, including but not limited to, 23 CFR Part 420, ~~49 CFR Part 18, and 49 CFR 18.42.~~ All books, papers, records and accounts made in connection with this Agreement are open to inspection and shall be retained by both parties for a period of five (5) years after termination of this Agreement. All books, papers, records and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes, and appropriate records retention requirements as may be implemented by the

Commented [LS2]: 49CFR Part 18 is revised and now listed as reserved.

State of Florida from time to time. Notwithstanding the foregoing provisions, all books, papers, records and accounts made in connection with this Agreement or otherwise by the CRTPA and the CITY shall not be open to inspection or disclosure pursuant to this Agreement or otherwise when said books, papers, records and accounts are confidential or exempt from open and public records law pursuant to Federal or Florida law.

10.0 SEVERABILITY.

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law. In turn, should any section, sentence or clause of this Agreement be deemed unlawful by a Court of competent jurisdiction, no other provision hereof shall be affected, and all other provisions of this Agreement shall continue in full force and effect.

11.0 CONSTITUTIONAL OR STATUTORY DUTIES AND RESPONSIBILITIES OF PARTIES.

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

12.0 AMENDMENT OF AGREEMENT.

The CRTPA and the CITY may, upon initiation of either party, amend this Agreement to cure any ambiguity, defect, omission or to grant any additional powers, or to confer additional duties which are consistent with the intent and purpose of this Agreement subject to formal approval by resolution of each party. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Agreement. However, no amendment may alter the apportionment or jurisdictional boundaries of the CRTPA without approval by the Governor.

13.0 CONFIRMATION OF AGREEMENT.

The Agreement shall be reviewed annually by the CRTPA and the CITY to confirm the validity of the contents and to recommend the type of amendments, if any, that are required.

14.0 NOTICES.

All notices and other communications required hereunder shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or by Federal Express, Airborne Express Mail, or other nationally recognized overnight commercial delivery service, fees prepaid for next day delivery. Such notices shall be deemed to have been received (i) upon delivery, if personally delivered; (ii) upon the earlier of actual receipt or the second day after mailing, if mailed by registered or certified United States mail, return receipt requested, postage prepaid; and (iii) upon the earlier of actual receipt or the next business day if sent by Federal Express, Airborne Express, or other nationally recognized overnight commercial delivery service, if fees prepaid for next day delivery. The addresses for delivery of such notices shall be as follows:

To:

Greg Slay
Executive Director
Capital Region Transportation Planning Agency
Mailing Address:
City Hall
300 S. Adams Street A-19
Tallahassee, FL 32301

With a copy to:

Mr. Thornton Williams
CRTPA General Counsel
Mailing Address:
Williams Law Group
P. O. Box 10109
Tallahassee, FL 32302

Mayor John E. Dailey
City Hall
300 S. Adams Street
Tallahassee, Florida 32301

With a copy to:
Ms. Cassandra K. Jackson
City Attorney
Office of the City Attorney
City Hall
300 S. Adams Street, Box A-5
Tallahassee, Florida 32301

or to such other address as any party hereto shall from time to time designate to the other party by notice in writing as herein provided.

15.0 RULES OF CONSTRUCTION.

All words used herein in the singular form shall extend to and include the plural. All used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

16.0 EXECUTION OF AGREEMENT; COUNTERPARTS.

This agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. The parties hereby further agree that each party shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between them and as against third parties.

17.0 GOOD FAITH.

In order to facilitate the success of the Agreement, the MPO and the CITY shall enter into this Agreement in good faith and with mutual trust.

18.0 AUTHORITY.

Each party represents and warrants, with respect to itself, that the execution and delivery of this Agreement has been authorized by all necessary action of each party, and that this Agreement constitutes the legal, valid, and binding agreement of each party, enforceable in accordance with its terms.

19.0 GOVERNING LAW; VENUE.

This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. Venue for any action arising out of or related to this Agreement shall be in Leon County, Florida.

20.0 BINDING EFFECT.

This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, assigns, representatives, subsidiaries, affiliates, joint venturers, officers, directors, and members of the parties hereto.

21.0 NON-WAIVER.

Failure by the CRTPA and the CITY to insist upon the strict performance of any of the terms, conditions, or provisions of this Agreement shall not be deemed to be a waiver of such terms, conditions, and provisions, and the CRTPA and the CITY notwithstanding such failure, shall have the right hereafter to insist upon the strict performance of any or all such terms and conditions of this Agreement as set forth herein.

22.0 INTERPRETATIONS; HEADINGS.

All parties hereto acknowledge that they participated in the negotiation and drafting of the terms of this Agreement and acknowledge that no provision shall be strictly construed against one party or the other based solely on draftsmanship. The parties have entered into this Agreement without duress, coercion, or under undue influence of any kind, and are motivated by a desire to avoid the costs and time associated with litigation and to arrive at a fair and reasonable agreement with regard to the parties' dispute. All parties hereto acknowledge that they have been represented by counsel in connection with the negotiation of the terms of this Agreement and that they enter into this Agreement freely and voluntarily, and only after consultation with their respective counsel. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall neither affect the construction or interpretation hereof, nor add or subtract from the meaning of the contents of each section.

23.0 ENTIRE AGREEMENT.

This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof. No representations have been made, either express or implied by the parties, other than those expressly set forth in this Agreement.

24.0 ENFORCEMENT; REMEDIES.

The parties hereto shall have all equitable and legal remedies available under Florida law to enforce the terms and conditions of this Agreement, and the terms of this Agreement shall be specifically enforceable in Circuit Court.

24.0 ATTORNEYS FEES.

In the event of any dispute hereunder or any action to interpret or enforce this Agreement, any provision hereof, or any matter arising herefrom, the prevailing party shall be paid by the non-prevailing party the reasonable attorneys' fees and costs incurred in enforcing its rights and remedies, whether incurred at the pretrial, trial, or appellate levels.

25.0 DISCLAIMER OF THIRD-PARTY BENEFICIARIES.

This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto.

26.0 EFFECTIVE DATE.

This Agreement shall become effective upon the date of execution by the last of the parties hereto.

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IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be duly executed this _____ day of _____, 2021.

CITY OF TALLAHASSEE

**CAPITAL REGION TRANSPORTATION
PLANNING AGENCY**

Mayor John E. Dailey
City of Tallahassee

Jeremy Matlow, Chairman
Capital Region Transportation Planning Agency

Attest

Attest

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

THIS MEMORANDUM OF UNDERSTANDING, hereinafter to be called the STAFF SERVICES AGREEMENT (“Agreement”), is made and entered into on the date specified herein, by and between the Capital Region Transportation Planning Agency, the region’s Metropolitan Planning Organization (“CRTPA”) and the City of Tallahassee (“CITY”).

WITNESSETH:

WHEREAS, Section 339.175, Florida Statutes, provides for the designation of a Metropolitan Planning Organization (“MPO”) for each urbanized area of the state and the creation and operation of such metropolitan planning organizations pursuant to an Interlocal Agreement entered into pursuant to Section 163.01, Florida Statutes; and

WHEREAS, the Governor of Florida has designated the CRTPA as the MPO for all of Leon County, along with urbanized portions of Gadsden, Wakulla and Jefferson Counties, the cities of Chattahoochee, Gretna, Midway, Quincy and Tallahassee, the towns of Greensboro and Havana, and the Leon County School Board; and

WHEREAS, the CRTPA as the MPO is duly created and operated pursuant to an Interlocal Agreement between the Florida Department of Transportation, the Counties of Leon, Gadsden, Wakulla and Jefferson, the cities of Chattahoochee, Gretna, Midway, Quincy and Tallahassee, the towns of Greensboro and Havana, and the Leon County School Board; and

WHEREAS, the CRTPA as the MPO wishes to manage the continuing, cooperative, and comprehensive transportation planning process mandated by state and federal law and authorized by Section 339.175, Florida Statutes; and

WHEREAS, Section 339.175, Florida Statutes, specifies that the CRTPA, as the MPO, shall be considered separate from the state or the governing body of a local government that is represented on the governing board of the CRTPA, as the MPO, or that is a signatory to the Interlocal Agreement creating the CRTPA, as the MPO, and shall have such powers and privileges that are provided under Sections 163.01 and 339.175, Florida Statutes; and

WHEREAS, pursuant to Section 339.175 (2)(b), Florida Statutes, the CRTPA, as the MPO, is a legally independent governmental entity distinct from the CITY government; and

WHEREAS, pursuant to Section 339.175(6)(g), Florida Statutes, the CRTPA, as the MPO, has the authority to contract with the CITY and other governmental entities for the provision and exchange of certain services; and

WHEREAS, the CRTPA, as the MPO, wishes to obtain certain administrative support services from the CITY to assist the CRTPA staff in managing the continuing, cooperative and comprehensive transportation planning process mandated by state and federal law and is authorized by Sections 339.175 and 163.01, Florida Statutes, to contract with the CITY for the same; and

WHEREAS, the CITY has the authority to enter into said Agreement and to provide the administrative services hereinafter described; and

WHEREAS, the provision of such services will mutually benefit the parties hereto and its citizens.

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

1.0 INCORPORATION BY REFERENCE.

The parties agree that the above recitals are a material part of this agreement, are true and correct, and are incorporated herein by reference.

2.0 PURPOSE.

The purpose of this Staff Services Agreement is to define the services to be provided by the CITY to the CRTPA; to provide for the professional services deemed necessary to carry out the terms of the Interlocal Agreement and any other agreement to which the CRTPA is a party; to determine the compensation to the CITY, if any, and to provide the staff services necessary for the administration of the CRTPA. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act, and Section 339.175, Florida Statutes, and embodies the whole understanding of the parties.

3.0 CRTPA STRUCTURE.

The governing board of the CRTPA shall be the policy-making body of CRTPA as defined by Section 339.175, Florida Statutes, responsible for cooperative decision-making actions taken by CRTPA. As provided in Section 339.175, Florida Statutes, the CRTPA may employ personnel and may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies.

The Executive Director of the CRTPA serves under the direction, supervision, and control of the CRTPA governing board. The Executive Director serves as the principal administrator for the day-to-day administration of the CRTPA's

operations, supervision of the CRTPA's staff, consultants and contractors, establishment of procedures and operational policies governing the CRTPA's administration and staff, and such other responsibilities as set forth in the CRTPA's bylaws.

The Executive Director, with the consent of the CRTPA governing board, employs such personnel as may be necessary and authorized by the CRTPA governing board to perform adequately the functions of the CRTPA within the CRTPA's budgetary limitations. Pursuant to this Agreement, the CRTPA's staff shall receive certain benefits and administrative support services from the CITY, but shall otherwise function independently of the control, supervision, and direction of the CITY. The CITY shall have no management or control over, or responsibility for the CRTPA personnel, employees, staff, or the Executive Director.

As an independent legal entity, the CRTPA shall have the authority to add or delete staff and staff's positions from time to time, adjust salaries and benefits for its staff, and determine when and if to hire, terminate, discipline, layoff, furlough or suspend personnel working for the CRTPA, independent of any input direction or control from the CITY.

The CRTPA shall receive certain CITY employment related benefits as set forth in 4.0 below but shall otherwise not be considered or regarded as agents, employees, or representatives of the CITY and shall operate independently of the control, supervision and direction of the CITY.

4.0 ADMINISTRATIVE SUPPORT SERVICES.

The CRTPA shall operate as an independent governmental entity from the CITY, employ its own staff, and enter into any contracts necessary or convenient for its operations and administration.

The CITY will provide the following administrative support services to the CRTPA and the CRTPA's staff to assist in managing the continuing, cooperative, and comprehensive transportation planning process for the CRTPA region. Cost of these services shall be expensed at the rates determined by the CITY's Internal Service Fund Expense Allocation Plan for such services unless noted otherwise herein. The methodology used to develop these costs shall be documented and reviewed on an annual basis as part of the budget development of the CRTPA.

- a) **Accounts.** The CITY shall establish a cost center with the budgetary system of the CITY for the CRTPA and provide financial management of federal, state and local monies granted to the CRTPA in accordance with general accepted accounting procedures. Notwithstanding the foregoing, the Parties agree

that the CRTPA, as a distinct governmental entity, shall bear the ultimate responsibility to ensure that all required financial reporting been done, regardless of whether such functions are performed by the CITY's Clerk and Auditor, or privately.

b) Annual Funding and Audit. The CITY will include the CRTPA's revenues and expenditures in the CITY's accounting system and will pay the CRTPA's expenses from appropriated funds subject to reimbursement at the agreed rate. The parties agree to provide to each other and any other third party all information necessary to complete said audit. The CRTPA will outsource for the performance of its annual audit to a qualified auditing firm.

c) Personnel Expenditures. Subject to the availability of funds from the CRTPA, the CRTPA's staff shall have the option to receive the same benefits and services as similarly-classified CITY employees, including but not limited to health, life, dental, long term disability, wellness program, unemployment compensation benefits, retirement system benefits and leave accruals. Additionally, the CITY does not provide social security benefits to the CRTPA employees. The CRTPA understands and agrees that the employee benefits programs which the CITY may offer will change from time to time. If programs are added or removed, the CITY will advise or notify the CRTPA when changes are contemplated and/or implemented at the same time the CITY's employees are advised or notified.

d) Human Resources. The CRTPA may utilize all personnel services offered by the CITY's Human Resources Department or Office. Such personnel services include, but not limited to the recruitment, hiring, screening, background and/or credit examination, and applicable pre-employment physical and drug testing of the CRTPA employees or prospective employees. The CITY shall permit the CRTPA employees, at no cost difference than what is charged to CITY employees, to participate in personnel-related training courses and programs.

e) Central Services. The CITY shall provide support services in the same manner as provided to CITY departments, which include, but are not limited to, human resources, accounting, purchasing, information services, building maintenance, vehicle maintenance, communications, legal, finance, revenue collection, treasury maintenance, vehicle management, retirement administration, payroll, accounting services and equipment, as requested by the CRTPA. The CRTPA procurement requirements must adhere to all Federal and state laws regarding procurement of services. The CRTPA must also be in compliance with the Federal Highway Administration (FHWA), the Federal

Transit Administration (FTA) and the Florida Department of Transportation (FDOT), rules and regulations as applicable.

- f) **Insurance Coverage.** Any person who performs services for remuneration and who is actually employed full-time by the CRTPA, while acting within the course and scope of his or her employment, shall be covered by the CRTPA's insurance for automobile, general liability, and worker's compensation. Such coverage is not provided by the CITY to the CRTPA.
- g) **Facilities.** The CITY shall provide office space and meeting facilities sufficient to adequately support the functions of the CRTPA as mandated by federal and state law. Any charges for the office and meeting space, as well as the location and hours of use of the office and meeting space, shall be covered under the CITY cost allocation plan as agreed to by the CITY and CRTPA.
 - 1. **Office Space.** The City shall provide the CRTPA with office space suitable to conduct the CRTPA's business at a monthly rental cost as agreed upon by the CITY and the CRTPA. Once suitable office space has been agreed to between the CRTPA and the CITY, the CITY shall not reassign office space to the CRTPA or change the monthly rental cost without the CRTPA's concurrence. The CRTPA may, at its discretion, utilize non-city space if circumstances warrant.
 - 2. **Meeting Space.** The CITY shall provide suitable meeting space (as reasonably determined by the CRTPA) for the CRTPA to conduct its advisory and governing board meetings. The CRTPA shall coordinate with the CITY to reserve such meeting and conference rooms. The CITY, in consultation with the CRTPA and in accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, shall provide assistance to persons with disabilities needing special accommodations to participate in meetings held on the CITY's property.

5.0 CRTPA Duties.

All administrative support services to the CRTPA's not delineated in Section 4 of this Agreement shall be provided by the CRTPA staff. Such duties include, but are not limited to:

- a) **Legal Services.** The CRTPA may employ a general counsel, who shall serve under contract and at the pleasure of the Board, providing legal counsel and services to the CRTPA and its Executive Director at the direction of the Board, the Board Chairman and the Executive Director.

- b) **Budget.** The CRTPA shall establish a budget which shall operate on a fiscal year basis consistent with any requirements of the Unified Planning Work Program (UPWP). The CRTPA shall annually prepare a budget necessary to perform adequately the functions of the CRTPA as mandated by federal and state law. The budget shall be written to cover all of the costs to the CITY for all support services provided to the CRTPA pursuant to this Agreement. The CRTPA's Governing Board shall approve the CRTPA's annual operating budget and UPWP as well as any changes needed. The CITY shall have no authority in reviewing or approving the budget, budget modifications/amendments or the UPWP. It is the responsibility of the CRTPA to ensure that all appropriate Federal and State of Florida budget rules and regulations and any requirements of the FDOT related to the administration of state funds are followed in preparing the annual budget.

The City shall, on an annual basis, provide the CRTPA with the calculations used to determine the various service costs (i.e. financial services, human resources, procurement, etc.) as part of the development of the CRTPA budget.

- c) **Reimbursement of Fund Advances.** Upon receipt of quarterly spending reports from the CITY, the CRTPA shall calculate and submit bills to the appropriate federal, state and local grantors for program expenditures within 90 days of the end of the fiscal quarter and forward reimbursement payments to the CITY upon receipt from such federal, state and local grantors. Other than providing basic cost information to the CRTPA, the CITY shall have no authority over the approval of the CRTPA's budget. The CRTPA budget shall be approved exclusively and solely by the CRTPA's governing board.

- d) **Personnel Policy.** The CRTPA will adopt and implement personnel policies for the recruitment, retention, promotion, supervision, discipline and evaluation the CRTPA employees. The CITY shall have no supervisory or other authority regarding the adoption of this policy. While the CRTPA may adopt the CITY's personnel policies for its day-to-day operations, the CRTPA shall, as a separate and independent governmental entity, structure all its policies to meet its immediate needs and to comply with all state and federal guidelines. Should the CRTPA adopt the CITY's personnel policies, the adoption of the policies shall result in a separate set of policies for the CRTPA's exclusive use. Said adoption of the policies shall not be construed by the parties or any other entity as entitling the CITY to have the ability to regulate or supervise the CRTPA in the areas of adoption. The CRTPA shall be permitted to participate in personnel related training courses or programs, including drug testing, offered by the CITY. All Personnel Policies shall be in compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.*

- e) **Professional Services.** To facilitate the CITY purchasing function of the CRTPA, the CRTPA shall comply with the provisions of Section 287.055, Florida Statutes (“The Consultants’ Competitive Negotiation Act”) and the federal and FDOT procurement requirements for the procurement of professional services. Per federal guidelines, CRTPA procurement activities shall not include requirements for geographic preference.

6.0 COMPENSATION.

In consideration for the administrative support services to be provided herein by the CITY, the CRTPA shall annually budget a sum sufficient to reimburse the CITY for all costs incurred by the CITY for administrative support, self- insurance, and other direct and direct costs associated with the CRTPA operations. *Actual cost estimates shall be calculated in accordance with 2 Code of Federal Regulation 200.*

7.0 TRAVEL AND TRAVEL EXPENSES.

All travel by the CRTPA’s personnel and Governing Board members shall be approved by the CRTPA’s Executive Director and travel expenses shall be paid consistent with the provisions of the CRTPA’s Travel Policy. All travel by the CRTPA’s Executive Director shall be approved by the Chairman of the Governing Board or his designee and travel expenses shall be paid consistent with the provisions of Section 112.061, Florida Statutes. The CITY shall have no function or responsibility with respect to the travel of any CRTPA staff or Governing Board Members.

8.0 DURATION AND TERMINATION PROCEDURE.

a) LENGTH OF AGREEMENT.

This Agreement shall remain in effect for five (5) years or until terminated by the parties in accordance to the terms of this Agreement. Should the parties fail to renew the Agreement within the five (5) year period and neither party is in default under the terms of this agreement, the parties agree that this agreement shall remain in full force and effect on a month to month basis, until and unless it is terminated by the parties or a new agreement replaces this Agreement.

b) TERMINATION FOR CONVENIENCE.

Either party may terminate this agreement for convenience with six (6) months written notice to the other party. The parties agree that a termination for convenience by one party shall not result in any recourse under the provisions of this agreement against the other party. Also, it is agreed that should a cause of action arise from the execution of a termination for convenience, under this section, any such cause of action is waived by the parties.

c) TERMINATION FOR DEFAULT.

If either party is in default of the Agreement, termination may be made thirty (30) calendar days after receipt of the written notice to the defaulting party of the default and the default is not cured. Upon notification of the default, the defaulting party will have thirty days (30) to cure upon receipt of written notice of the default unless a different term is agreed to by the parties. Failure to comply with any of the terms of this Agreement will constitute a default within the meaning of this section. A cure shall be deemed satisfactory when performed within the terms of this Agreement. The parties agree that neither party may determine that a cure is unsatisfactory if the cure meets the terms of this agreement.

d) RIGHT TO DAMAGES AND OBLIGATIONS AFTER TERMINATION.

The parties agree that neither party waives any of its rights to seek damages of any kind against the other party in the event of substantial breach or default of any of the terms hereunder. After termination, this Agreement shall be of no further continuing effect, and the parties have no obligations to each other hereunder, except the sections in the Agreement noted as surviving termination, those duties and responsibilities to be carried out upon or after termination, and those duties or responsibilities arising on or before the date of termination.

9.0 RECORD KEEPING AND RETENTION.

The CRTPA and the CITY shall prepare and retain all books, papers, records and accounts related to this Agreement in accordance with generally accepted accounting procedures and with federal requirements, including but not limited to, 23 CFR Part 420, All books, papers, records and accounts made in connection with this Agreement are open to inspection and shall be retained by both parties for a period of five (5) years after termination of this Agreement. All books, papers, records and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes, and appropriate records retention requirements as may be implemented by the State of Florida from time to time. Notwithstanding the foregoing provisions, all books, papers, records and accounts made in connection

with this Agreement or otherwise by the CRTPA and the CITY shall not be open to inspection or disclosure pursuant to this Agreement or otherwise when said books, papers, records and accounts are confidential or exempt from open and public records law pursuant to Federal or Florida law.

10.0 SEVERABILITY.

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law. In turn, should any section, sentence or clause of this Agreement be deemed unlawful by a Court of competent jurisdiction, no other provision hereof shall be affected, and all other provisions of this Agreement shall continue in full force and effect.

11.0 CONSTITUTIONAL OR STATUTORY DUTIES AND RESPONSIBILITIES OF PARTIES.

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

12.0 AMENDMENT OF AGREEMENT.

The CRTPA and the CITY may, upon initiation of either party, amend this Agreement to cure any ambiguity, defect, omission or to grant any additional powers, or to confer additional duties which are consistent with the intent and purpose of this Agreement subject to formal approval by resolution of each party. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Agreement. However, no amendment may alter the apportionment or jurisdictional boundaries of the CRTPA without approval by the Governor.

13.0 CONFIRMATION OF AGREEMENT.

The Agreement shall be reviewed annually by the CRTPA and the CITY to confirm the validity of the contents and to recommend the type of amendments, if any, that are required.

14.0 NOTICES.

All notices and other communications required hereunder shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt

requested, postage prepaid, or by Federal Express, Airborne Express Mail, or other nationally recognized overnight commercial delivery service, fees prepaid for next day delivery. Such notices shall be deemed to have been received (i) upon delivery, if personally delivered; (ii) upon the earlier of actual receipt or the second day after mailing, if mailed by registered or certified United States mail, return receipt requested, postage prepaid; and (iii) upon the earlier of actual receipt or the next business day if sent by Federal Express, Airborne Express, or other nationally recognized overnight commercial delivery service, if fees prepaid for next day delivery. The addresses for delivery of such notices shall be as follows:

To:

Greg Slay
Executive Director
Capital Region Transportation Planning Agency
Mailing Address:
City Hall
300 S. Adams Street A-19
Tallahassee, FL 32301

With a copy to:

Mr. Thornton Williams
CRTPA General Counsel
Mailing Address:
Williams Law Group
P. O. Box 10109
Tallahassee, FL 32302

Mayor John E. Dailey
City Hall
300 S. Adams Street
Tallahassee, Florida 32301

With a copy to:

Ms. Cassandra K. Jackson
City Attorney
Office of the City Attorney
City Hall
300 S. Adams Street, Box A-5
Tallahassee, Florida 32301

or to such other address as any party hereto shall from time to time designate to the other party by notice in writing as herein provided.

15.0 RULES OF CONSTRUCTION.

All words used herein in the singular form shall extend to and include the plural. All used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

16.0 EXECUTION OF AGREEMENT; COUNTERPARTS.

This agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. The parties hereby further agree that each party shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between them and as against third parties.

17.0 GOOD FAITH.

In order to facilitate the success of the Agreement, the MPO and the CITY shall enter into this Agreement in good faith and with mutual trust.

18.0 AUTHORITY.

Each party represents and warrants, with respect to itself, that the execution and delivery of this Agreement has been authorized by all necessary action of each party, and that this Agreement constitutes the legal, valid, and binding agreement of each party, enforceable in accordance with its terms.

19.0 GOVERNING LAW; VENUE.

This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. Venue for any action arising out of or related to this Agreement shall be in Leon County, Florida.

20.0 BINDING EFFECT.

This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, assigns, representatives, subsidiaries, affiliates, joint venturers, officers, directors, and members of the parties hereto.

21.0 NON-WAIVER.

Failure by the CRTPA and the CITY to insist upon the strict performance of any of the terms, conditions, or provisions of this Agreement shall not be deemed to be a waiver of such terms, conditions, and provisions, and the CRTPA and the CITY notwithstanding such failure, shall have the right hereafter to insist upon the strict

performance of any or all such terms and conditions of this Agreement as set forth herein.

22.0 INTERPRETATIONS; HEADINGS.

All parties hereto acknowledge that they participated in the negotiation and drafting of the terms of this Agreement and acknowledge that no provision shall be strictly construed against one party or the other based solely on draftsmanship. The parties have entered into this Agreement without duress, coercion, or under undue influence of any kind, and are motivated by a desire to avoid the costs and time associated with litigation and to arrive at a fair and reasonable agreement with regard to the parties' dispute. All parties hereto acknowledge that they have been represented by counsel in connection with the negotiation of the terms of this Agreement and that they enter into this Agreement freely and voluntarily, and only after consultation with their respective counsel. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall neither affect the construction or interpretation hereof, nor add or subtract from the meaning of the contents of each section.

23.0 ENTIRE AGREEMENT.

This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof. No representations have been made, either express or implied by the parties, other than those expressly set forth in this Agreement.

24.0 ENFORCEMENT; REMEDIES.

The parties hereto shall have all equitable and legal remedies available under Florida law to enforce the terms and conditions of this Agreement, and the terms of this Agreement shall be specifically enforceable in Circuit Court.

24.0 ATTORNEYS FEES.

In the event of any dispute hereunder or any action to interpret or enforce this Agreement, any provision hereof, or any matter arising herefrom, the prevailing party shall be paid by the non-prevailing party the reasonable attorneys' fees and costs incurred in enforcing its rights and remedies, whether incurred at the pretrial, trial, or appellate levels.

25.0 DISCLAIMER OF THIRD-PARTY BENEFICIARIES.

This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied,

is intended or shall be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto.

26.0 EFFECTIVE DATE.

This Agreement shall become effective upon the date of execution by the last of the parties hereto.

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be duly executed this _____ day of _____, 2021.

CITY OF TALLAHASSEE

**CAPITAL REGION TRANSPORTATION
PLANNING AGENCY**

Mayor John E. Dailey
City of Tallahassee

Jeremy Matlow, Chairman
Capital Region Transportation Planning Agency

Attest

Attest



AGENDA ITEM 6 A

STARMETRO PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

TYPE OF ITEM: Action

STATEMENT OF ISSUE

This item seeks adoption by resolution (**Attachment 1**) of StarMetro's Public Transportation Agency Safety Plan (PTASP). The PTSAP (**Attachment 2**) is a federal requirement of certain operators of public transportation systems to ensure that public transportation systems are safe nationwide and contain safety targets. Relatedly, the CRTPA is required to either adopt its own transit safety targets or support the transit safety targets of the local transit provider contained within the PTSAP.

CRTPA COMMITTEE ACTIONS

On May 4, the Citizen's Multimodal Advisory Committee (CMAC) and Technical Advisory Committee (TAC) met and voted to recommend the CRTPA adopt a resolution supporting the transit safety targets as contained within the StarMetro Public Transportation Agency Safety Plan

RECOMMENDED ACTION

Option 1: Adopt by resolution the StarMetro Public Transportation Agency Safety Plan.

BACKGROUND

Pursuant to the FHWA, Transportation Performance Management is defined as "a strategic approach that uses system information to make investment and policy decisions to achieve national performance goals. Transportation Performance Management:

- Is systematically applied, a regular ongoing process
- Provides key information to help decision makers to understand the consequences of investment decisions across transportation assets or modes
- Improving communications between decision makers, stakeholders and the traveling public

- Ensuring targets and measures are developed in cooperative partnerships and based on data and objective information”

The Moving Ahead for Progress in the 21st Century Act (MAP-21, adopted July 6, 2012) requires performance measures be addressed in seven (7) areas: **safety**, pavement condition, highway performance, bridge condition, freight movement, traffic congestion, and on-road mobile sources.

Public Transit Agency Requirements

On July 19, 2018, the Federal Transit Administration (FTA) published the Public Transportation Agency Safety Plan (PTASP) Final Rule (49 C.F.R. Part 673) requiring operators of public transportation systems that are recipients or sub recipients of FTA 5310 and/or 5311 funds to develop safety plans that include the processes and procedures necessary for implementing Safety Management Systems (SMS). Procedures related to SMS include the designation of accountable persons for the development, institution, and enforcement of these policies.

The PTASP must include performance targets for the performance measures established by FTA in the National Public Transportation Safety Plan, (published on January 28, 2017). The transit safety performance measures are:

- Total number of reportable fatalities and rate per total vehicle revenue miles by mode.
- Total number of reportable injuries and rate per total vehicle revenue miles by mode.
- Total number of reportable safety events and rate per total vehicle revenue miles by mode.
- System reliability – mean distance between major mechanical failures by mode.

Within the CRTPA region, the requirement to develop a PTASP applies to the City of Tallahassee’s public transit agency, StarMetro. To that end, in January 2021, StarMetro developed its PTSAP to meet the requirements of FTA. The StarMetro’s PTSAP reflects the following transit safety targets:

Safety Performance Targets StarMetro

Mode of Transit Service	Fatalities (Total)	Fatalities (Rate)	Injuries (Total)	Injuries (Rate) per 100,000 miles	Safety Events (Total)	Safety Events (per 100,000 miles)	System Reliability (VRM*/ Failures)
Fixed Route (MB)	0	0	5	0.2	7	0.28	9,500
ADA/ Paratransit	0	0	2	0.1	1	0.1	68,456

*VRM - vehicle revenue miles

A fact sheet developed by the Florida Department of Transportation discussing such requirements of public transportation agency's and metropolitan planning organizations is provided as **Attachment 3**.

CRTPA Requirements

Relatedly, for metropolitan planning organizations such as the CRTPA, such agencies have the option to establish their own transit safety targets OR agree to support the transit safety targets of the public transit agency as contained within the PTSAP.

The CRTPA staff is recommending that the agency support StarMetro's transit safety targets through adoption of a resolution noting the agency's support of the StarMetro PTASP.

RECOMMENDED ACTION

Option 1: Adopt by resolution the StarMetro Public Transportation Agency Safety Plan.
(Recommended)

Option 2: CRTPA Board Discretion.

ATTACHMENT

Attachment 1: CRTPA Resolution #2021-05-6A

Attachment 2: StarMetro Public Transportation Agency Safety Plan (PTSAP)

Attachment 3: FDOT Fact Sheet

CRTPA RESOLUTION 2021-05-6A**A RESOLUTION OF THE CAPITAL REGION TRANSPORTATION PLANNING AGENCY (CRTPA)
ADOPTING TRANSIT SAFETY PERFORMANCE TARGETS**

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

Whereas, on July 19, 2018, the Federal Transit Administration (FTA) published the Public Transportation Agency Safety Plan (PTASP) Final Rule, which requires certain operators of public transportation systems that receive federal funds under FTA's Urbanized Area Formula Grants to develop safety plans that include the processes and procedures to implement Safety Management Systems (SMS); and

Whereas, StarMetro is a public transportation provider that receives federal transit funds under FTA's Urbanized Area Formula Grants; and

Whereas, the rule requires Metropolitan Planning Organizations to establish their own transit safety targets or agree to support the transit safety targets of the public transit agency as contained within the PTASP; and

Whereas the adoption of the StarMetro PTASP reflects the CRTPA's support of the safety targets StarMetro set in the PTSP.

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

The CRTPA adopts the StarMetro Public Transportation Agency Safety Plan.

Passed and duly adopted by the Capital Region Transportation Planning Agency on this 18th day of May 2021.

Capital Region Transportation Planning Agency

Attest:

By: _____
Jeremy Matlow, Chair

Greg Slay, Executive Director



Public
Transportation
Agency
Safety
Plan



CITY OF
TALLAHASSEE

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TRANSIT AGENCY INFORMATION

Agency Name	Address	Name and Title of Accountable Executive	Name of SMS Executive	List All FTA Funding (e.g., 5307, 5310, 5311)	Mode of Service Covered by This Plan
City of Tallahassee - StarMetro	555 S. Appleyard Drive Tallahassee, Florida 32304	Angela Baldwin, Chief Transit Officer	Rosemary Bosby, Operations and Compliance Manager	5307, 5310, 5311, 5339	Fixed Route and Paratransit
StarMetro does not provide transit services on behalf of another transit agency or entity. StarMetro is the designated Community Transportation Coordinator (CTC) with four contracted service providers: Big Bend Transit, Sessaly Rose Transit, Yellow Cab of Tallahassee, and Tomahawk Transportation.					

TRANSIT SYSTEM DESCRIPTION

History and Overview

The City of Tallahassee has operated StarMetro, its public transit system, since December 1973 when the city purchased the transit system from a private owner. StarMetro provides fixed route, flex route, and paratransit services. StarMetro also contracts with Florida State University (FSU) and Florida Agricultural and Mechanical University (FAMU) for a U-Pass program where students, faculty, and staff ride the fixed route system using their school issued identification cards. In addition, StarMetro has a contract with Tallahassee Community College (TCC) to offer a reduced semester pass to their students and a pilot program, (STAR), with Leon County Schools to allow K-12 students to ride fare free using their school issued IDs.

Dial-A-Ride, StarMetro's complementary Paratransit service, commenced in October 1983, when a private carrier discontinued service leaving many senior and persons with disabilities without transportation. This program, which provides transportation to seniors and persons with disabilities, was originally implemented in response to Federal Section Code 504 regulations, which prohibits discrimination against people with disabilities. The Americans with Disabilities Act (ADA) is the current legislation under which this program is mandated. StarMetro's Complementary Paratransit Plan describing the City's efforts to comply with the ADA was submitted and approved by the Federal Transit Administration (FTA).

StarMetro was designated as the Community Transportation Coordinator (CTC) for Leon County, Florida, by the Florida Commission for Transportation Disadvantaged on July 1, 2002. The CTC is responsible for coordinating all transportation services for the transportation-disadvantaged population of Leon County. Transportation services are coordinated for complementary Americans with Disabilities Act (ADA), the Florida Agency for Persons with Disabilities, and the Florida Commission for Transportation Disadvantaged.

The Tallahassee City Commission provides policy and directive to the City Manager for the management of the City, while the day-to-day activities of StarMetro resides with the Chief Transit Officer Reporting to the Chief Transit Officer are the Superintendent of Transit Operations, Transit Planning Manager, Project Manager, Special Transportation Manager, Operations and Compliance Manager (SMS Manager), and the Transit Finance Administrator.

Transit Services Provided

StarMetro operates fixed route, flex route, and paratransit transportation services.

Fixed and university route regular weekday service begins at 5:08 a.m. and continues to 7:00 p.m., Saturday service is provided from 6:38 a.m. to 7:34 p.m. Sunday service is provided from 10:34 a.m. to 7:00 p.m. and night and university service continues from 7:30 p.m. to 11:00 p.m. The Seminole Express (university routes) are provided through an annual agreement with FSU. This service consists of 18 buses operating approximately 196 hours per school day and is fare free to all citizens utilizing these university sponsored routes.

StarMetro operates two FLEX routes (Lake Jackson and Southside). The FLEX routes are a "call ahead" curb-to-curb service which serve a dedicated area, is available to the public, and has no eligibility requirements. You can be picked up and dropped off at any location within the FLEX area.

Dial-A-Ride, StarMetro's paratransit service, operates the same days and hours as the fixed route service; customers must request transportation no later than 5pm the day prior to the trip date.

Administrative offices are closed in observance of the following holidays; however, reduced services are provided as indicated below:

New Year's Day	Sunday Service
Martin Luther King Day	Saturday Service
Memorial Day	Sunday Service
Emancipation Day	Regular Service
Independence Day	Sunday Service
Labor Day	Sunday Service

Veterans Day	Saturday Service
Thanksgiving Day	No Service
Day after Thanksgiving	Saturday Service
Christmas Day	No Service



Contract and Coordinated Transportation

Four (4) vendors, Big Bend Transit, Sessaly Rose Transit, Yellow Cab of Tallahassee, and Tomahawk Transportation provide contracted transportation services on behalf of StarMetro. In accordance with Rule Chapter 14-90, Florida Administrative Code (F.A.C.), they are required to comply with all applicable elements of StarMetro's Public Transportation Agency Safety Plan (PTASP) or develop their own PTASP that complies with all applicable elements.

PLAN DEVELOPMENT, APPROVAL, AND UPDATES

Signature Page

Electronic verification of approvals is maintained within Operations and Compliance Division.

Name of Person Who Drafted This Plan	Rosemary Bosby, Operations and Compliance Manager and SMS Manager	
Signature by the Accountable Executive	Signature of Accountable Executive	Date of Signature
	 Angela Baldwin, Chief Transit Officer	01/22/2021
Approval by the Board of Directors or an Equivalent Authority	 <small>Raoul Lavin (Jan 22, 2021 20:41 EST)</small> Raoul Lavin, Assistant City Manager	01/22/2021

Records of Revision

MANUAL HOLDER: ELECTRONICALLY

StarMetro's PTASP will be reviewed and updated by the SMS coordinator by August 1st of each year and forwarded to the Chief Transit Officer. The Chief Transit Officer will review and approve any changes, signing the new PTASP, then forward to the City Manager or designee for review and approval.

Revision Number	Dated	Date Filed	Filed By
Original	08/01/2020		Rosemary Bosby

Master List of Updates

The below noted updates are incorporated into this manual:

Section	Update Details
Original	Not Applicable – Original

CERTIFICATION OF COMPLIANCE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF COMPLIANCE
for
PUBLIC-SECTOR BUS TRANSIT SYSTEMS
(Certifying compliance with F.S. 341.061 & RULE 14-90 F.A.C.)
to
Florida Department of Transportation

This Certifies year 2020.

DATE: January 13, 2021

TRANSIT SYSTEM: City of Tallahassee - StarMetro

ADDRESS: 555 South Appleyard Drive, Tallahassee, Florida, 32304

In accordance with Florida Statute 341.061, the Bus Transit System named above and Private Contract Bus Transit System(s) (listed below), hereby certifies to the following:

1. The adoption of a System Safety Program Plan (SSPP) & Security Program Plan (SPP) pursuant to Florida Department of Transportation safety standards set forth in Rule Chapter 14-90, Florida Administrative Code.
2. Compliance with adopted safety standards in the SSPP & SPP.
3. Performance of annual safety inspections on all operational buses in accordance with Rule 14-90.009, FAC.

Signature: 

Name: Angela Baldwin Title: Chief Transit Officer
(Type or Print)

Name and address of entity (ies) which has (have) performed safety inspections:

Name/Company: City of Tallahassee – StarMetro

Address: 555 South Appleyard Drive, Tallahassee, Florida, 32304

<u>Provider</u>	<u>Address</u>	<u>Phone</u>	<u>Contact</u>
Big Bend Transit	2201 Eisenhower Street Tallahassee, Florida 32310	(850) 574-6064	Shawn Mitchell
Sessaly Rose Transit	Post Office Box 4081 Tallahassee, Florida 32315	(850) 222-8232	Kessla Stanley

List of Acronyms

The following acronyms apply to all related information in this manual.

Acronym	Word or Phrase
ACC/INC	Accident/Incident
ADA	American's with Disability Act of 1990, as amended
ASP	Agency Safety Plan (or PTASP)
ALARP	As Low as Reasonably Practicable
CAP	Corrective Action Plan
CFR	Code of Federal Regulations
CSSO	Chief Safety & Security Officer
EPRP	Emergency Preparedness Response Plan
ESRP	Employee Safety Reporting Program
FDOT	Florida Department of Transportation
FHR	Final Hazard Rating
FTA	Federal Transportation Administration
IHR	Initial Hazard Rating
NTD	Nation Transit Database
NTSB	National Transportation Safety Board
OHA	Operational Hazard Analysis
OSHA	Occupational Safety and Health Administration
PAR	Preventive Action Request
PHA	Preliminary Hazard Analysis
PTASP	Public Transportation Agency Safety Plan
SMP	Safety Management Policy
SMS	Safety Management System
SOP	Standard Operating Procedure
SRM	Safety Risk Management
SSO	State Safety Oversight
SSP	System Security Plan SSPP:
SSPP	System Safety Program Plan (replaced by PTASP)
SSRC	Safety and Security Management Review Committee
TAM	Transit Asset Management
TSA	Transportation Safety Administration
TVA	Threat and Vulnerability Assessment
VRM	Vehicle Revenue Miles

Definitions

The following definitions apply to all related information in this manual.

Accident - an event that involves any of the following: loss of life, serious injury to a person, collision involving a transit vehicle, and/or an evacuation for life safety reasons.

Accident/incident/occurrence report - a report filed regarding an event.

Accountable Executive - a single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan (PTASP) of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management (TAM) Plan; and has control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan, in accordance with 49 U.S.C. 5326.

As low as reasonably practicable (ALARP) - a condition where a risk/hazard has been mitigated to its lowest manageable level.

Consequence - An effect of a hazard involving injury, illness, death, or damage to StarMetro property or the environment.

Event - any accident, incident, or occurrence.

Hazard - any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Hazard report - a report filed regarding a hazard identified in the workplace.

Near miss - a narrowly avoided collision, hazard, or other accident.

Near miss report – a report filed from a narrowly avoided collision, hazard, or other accident.

Incident - an event that involves any of the following: personal injury that is not serious, one or more injuries requiring medical transport, and/or damage to the facilities, equipment, or infrastructure that disrupts the operations of the agency.

Investigation - the process of determining the causal and contributing factors of an accident,

incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

Occurrence - an event without any personal injury in which any damage to facilities, equipment, or infrastructure does not disrupt operations.

Performance measure - a quantifiable indicator of performance or condition that is used to establish targets and to assess meeting established targets.

Performance target - a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period.

Physical property damage - Damage sustained to a building or permanently fixed or mounted items on the ground or real estate.

Public Transportation Agency Safety Plan or Agency Safety Plan (PTASP or ASP) - the documented comprehensive Agency Safety Plan for a transit agency that is required by 49 U.S.C. 5329 and Part 673.

Risk - the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk mitigation - a method or methods to eliminate or reduce the effects of hazards.

Root cause - a fundamental, underlying, system-related reason why an accident, incident, or event occurred that identifies one or more correctable system failures.

Safety - the condition of being protected from or unlikely to cause danger, risk, damage, or injury.

Safety Assurance - processes within a transit agency's Safety Management System that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Management Policy (SMP) - a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees regarding safety.

Safety Management System (SMS) - the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety performance target - a performance target related to safety management activities.

Safety Promotion - a combination of training and communication of safety information to support the SMS as applied to the transit agency's public transportation system.

Safety risk assessment - the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.

Safety Risk Management (SRM) - a process within a transit agency's Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.

Serious injury - any injury which: (1) requires hospitalization for more than 48-hours, commencing within 7-days from the date when the injury was received; (2) results in a fracture of any bone (except simple fractures of fingers, toes, or noses); (3) causes severe hemorrhages, nerve, muscle, or tendon damage; (4) involves any internal organ; or (5) involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Transit agency - an operator of a public transportation system.

Transit Asset Management (TAM) Plan - the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR Part 625.

Training - the action of teaching a person a skill or type of behavior.

SAFETY PERFORMANCE TARGETS

Safety Performance Targets (SPTs) Specify performance targets based on the safety performance measures established under the National Public Transportation Safety Plan.							
Mode of Transit service	Fatalities (Total)	Fatalities (Rate)	Injuries (Total)	Injuries (Rate) per 100,000 miles	Safety Events (Total)	Safety Events (per 100,000 miles)	System Reliability (VRM/ Failures)
Fixed Route (MB)	0	0	5	0.2	7	0.28	9,500
ADA/ Paratransit	0	0	2	0.1	1	0.1	68,456

Safety Performance Target Coordination

StarMetro's Chief Transit Officer provides a copy of our ASP, including safety performance targets, to the Capital Region Transportation Planning Agency (CRTPA) and the Florida Department of Transportation (FDOT) before August of each year, after its formal adoption by the City Manager.

StarMetro personnel are available to coordinate with FDOT and CRTPA in the selection of safety performance targets upon request.

Targets	State Entity Name	Date Targets Transmitted
Transmitted To the State	Florida Department of Transportation	1/27/2021
Targets	Metropolitan Planning Organization Name	Date Targets Transmitted
Transmitted To the MPO	Capital Region Transportation Planning Agency	1/27/2021

1. SAFETY MANAGEMENT POLICY

1.1 Safety Management Policy Statement

The management of safety is one of our core business functions. StarMetro is committed to developing, implementing, maintaining, and improving processes to ensure that our transit service activities take place under a balanced allocation of organizational resources.

All levels of management and all employees are accountable for the delivery of the highest level of safety performance, starting with the Accountable Executive.

StarMetro commits to:

- Support the management of safety through the provision of appropriate resources. This will result in an organizational culture that fosters safety practices, encourages effective employee safety reporting and communication, and actively manages safety with the same attention to results as that of the other management systems of the organization.
- Integrate the management of safety into the primary responsibility of all managers and employees.
- Clearly define accountability and responsibility for all staff, managers, and employees, for delivery of the organization's safety performance and the performance of our Safety Management System.
- Establish and operate hazard and risk identification assessment activities, including an employee reporting program in order to mitigate or eliminate the safety risks resulting from our operations to an acceptable level within our SMS.
- Ensure that no action will be taken against any employee who discloses a safety concern through the employee safety reporting program, unless disclosure indicates, beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulation or procedures.
- Establish and measure our safety performance against realistic and data driven performance indicators and targets.
- Continually improve our safety performance through management processes that ensure appropriate safety management action is taken and is effective.
- Enhance the safety culture of the organization.

Angela Baldwin, *Angela Baldwin*

Chief Transit Officer and Accountable Executive

01/22/2021

Date

1.2 Safety Management Policy Communication

The SMS Manager and division team members introduced SMS principles to our management team at a Leadership Team Meeting on April 27, 2020. StarMetro has developed and implemented the Safety Management System as the method of managing safety risk. A copy of the Safety Management Policy (SMP) was approved by the Accountable Executive and distributed to all managers listed below. A copy of StarMetro's SMP will be distributed to contracted service providers during their annual review process. Additional copies will be placed on the operations and maintenance bulletin boards. The Management Team is committed to ensuring compliance with the above Safety Policy and have reviewed and endorsed StarMetro's PTASP.

 Rosemary Bosby Operations & Compliance and SMS Manager	01/22/2021 Date
 Cassandra Carter (Jan 22, 2021 15:57 EST) Cassandra Carter Customer Operations Manager	01/22/2021 Date
 Allie Merzer Fleming Project Manager	01/22/2021 Date
 William Hearndon Special Transportation Manager	01/22/2021 Date
 Walter Kirkland (Jan 22, 2021 16:30 EST) Walter Kirkland Fleet Service Manager	01/22/2021 Date
 Jason Lawrence Transportation Finance Administrator	01/22/2021 Date
 LawrenceRansom (Jan 22, 2021 16:39 EST) Lawrence Ransom Superintendent of Operations	01/22/2021 Date
 Andrea Rosser Transit Planning Manager	01/22/2021 Date

1.3 SMS Authorities, Accountabilities, and Responsibilities

StarMetro establishes the necessary authorities, accountabilities, and responsibilities for the management of safety among the following individuals for both StarMetro and awarded Contracted Service Providers as they relate to the development and management of SMS. Each functional area provides distinct roles and carries out specific safety management responsibilities to ensure the protection of passengers, employees, the community served, and StarMetro's property.

1.3.1 Accountable Executive

The Chief Transit Officer serves as Accountable Executive with the following authorities, accountabilities, and responsibilities under this plan:

- Controls and directs human and capital resources needed to develop and maintain the ASP and SMS,
- Designates an adequately trained SMS Manager as a direct report,
- Ensures that StarMetro's SMS is effectively implemented,
- Ensures action is taken to address substandard performance in StarMetro's SMS,
- Assumes ultimate responsibility for carrying out StarMetro's PTASP and SMS,
- Maintains responsibility for carrying out the agency's TAM.

1.3.2 SMS Manager

The Accountable Executive designates the SMS Manager. The SMS Manager has the following authorities, accountabilities, and responsibilities under this plan:

- Develops StarMetro's PTASP and SMS policies and procedures,
- Ensures and oversees day-to-day implementation and operation of StarMetro's SMS,
- Manages StarMetro's Employee Safety Reporting Program (ESRP),
- Chairs StarMetro's Safety Committee and:
 - Coordinates activities of the committee,
 - Reviews and maintains the Safety Risk Registry and Safety Event Log for trends, occurrences, incidents, and accidents, and
 - Prepares agenda and minutes for meetings
- Reports to the Accountable Executive on SMS progress and status during Leadership Team Meetings,
- Identifies substandard performance in StarMetro's SMS and develops action plans for approval by the Accountable Executive,
- Ensures StarMetro's policies are consistent with StarMetro's safety objectives,
- Provides Safety Risk Management (SRM) expertise and support for other StarMetro personnel who conduct and oversee Safety Assurance activities

1.3.3 Leadership Team

StarMetro Leadership Team also has authorities and responsibilities for day-to-day SMS implementation and operation of StarMetro's SMS. StarMetro Leadership Team include:

- Customer Service Manager
- Project Manager
- Special Transportation Manager
- Operations and Compliance Manager
- Superintendent of Operations
- Fleet Service Manager
- Planning Manager
- Transportation Finance Administrator
- Operations and Dispatch Supervisors

StarMetro's Leadership Team has the following authorities, accountabilities, and responsibilities:

- Participate as members of StarMetro's Safety Committee. A manager or designee from each division must be represented on the committee. Operations Superintendent and supervisors may alternate 1-year terms,
- Complete training on SMS Awareness and StarMetro's ASP elements,
- Oversee day-to-day operations of the SMS in their divisions,
- Modify policies in their divisions consistent with implementation of the SMS, as necessary,
- Provide subject matter expertise to support implementation of the SMS as requested by the Accountable Executive or the SMS manager, including SRM activities, investigation of safety events, development of safety risk mitigations, and monitoring of mitigation effectiveness.

1.3.4 Key Staff and Activities

Employees at all levels are expected to conduct work in the safest manner possible in accordance with approved site procedures and policies that enhances employee health and safety. Active employee engagement in the promotion and safe reporting of hazards is paramount to the SMS framework and the success of StarMetro's Public Transportation Agency Safety Plan (PTASP) at both StarMetro and contracted service provider levels.

1.3.5 Contractor SMS Key Staff Roles and Responsibilities

The General Managers of StarMetro's contracted providers have been designated as the Site SMS Executives and are responsible for providing strategic direction, leadership, and ensuring compliance of all contracted employees in accordance with all rules and regulations outlined in StarMetro's PTASP. The General Managers are responsible for ensuring accountability for SMS performance, and meeting safety performance objectives outlined in StarMetro's PTASP and ensuring that appropriate

allocation of resources are available (i.e. funding, staffing, training materials, etc.). The Site SMS Executive has key responsibility to include but not limited to the following:

- Implementation of the SMS within Operations and Maintenance at the site level,
- Ensure that all employees will be adequately trained in safety performance and awareness fostering a culture where Safety is priority,
- Monitoring the safety performance of the site and activities through data collection and analysis,
- Ensure that operational and maintenance changes are evaluated, coordinated, and documented for compliance with the risk management and safety assurance processes adopted within the PTASP,
- Ensure that the employee safety reporting program component is implemented without reprisal.

StarMetro utilizes the Safety Committee, Employee Solutions Committee (ESC), new hire training, weekly “At a Glance” newsletter, and quarterly All-Hands Staff Meetings, to support its SMS and safety programs.

The ESC provides employees the opportunity to discuss and present any safety concerns. Safety is a permanent agenda item. Safety issues are discussed and documented. The Leadership team reviews minutes of the ESC for resolutions.

Safety is a permanent agenda item at the quarterly StarMetro staff all hands meetings. Any hazard reports and mitigations will be shared for open discussion, feedback, and hazard self-reporting. Information discussed in these meetings will be documented in the meeting minutes.

Safety hazards reported will be jointly evaluated by the Safety Committee and the SMS Manager during bi-monthly meetings. The Safety Committee members include representatives from:

- SMS manager
- Dispatch
- Fixed route operator and supervisor
- Paratransit operator
- Risk Management
- Maintenance
- Planning
- Communications
- City Safety office

These representatives meet bi-monthly to review issues and make recommendations to improve safety.

2. EMPLOYEE SAFETY REPORTING PROGRAM

2.1 Non-Punitive Safety Hazard & Near Miss Reporting to Senior Management

StarMetro is committed to the safest operation possible. Therefore, we must have an uninhibited reporting program of all safety hazards, near misses, concerns, and/or suggestions that, in any way, affect the safety of our operation. We urge every employee to use this program to help provide the highest level of safety. We use this program as an opportunity for our employees and customers to achieve StarMetro's strategic plan objectives: "Enhancing Safe Experiences and Enhancing Transit Amenities", which support and align with the City of Tallahassee's Strategic Plan objective "Ensuring Public Transit is Accessible, Efficient and Equitable."

StarMetro's Employee Safety Reporting Program provides an opportunity for employees who identify safety concerns in their day-to-day duties to report them to senior management in good faith without fear of retribution. StarMetro provides several methods for employees to report any safety conditions:

- Operator Incident Report forms submitted to the Safety and Training Division, supervisor, or comment box
- All Hands Meetings
- Employee Solutions Committee meetings or members
- Comment box located in the driver's dayroom (can be anonymously submitted)
- Electronically via StarMetro's SharePoint website:
<https://citytlh.sharepoint.com/teams/StarMetro/sitewebpages/ouremployees.aspx>
- Digitally – The City of Tallahassee's mobile app (can be anonymously submitted)
- Via e-mail: rosemary.bosby@talgov.com and john.phillips@talgov.com
- Directly to dispatcher, supervisor, manager, or SMS Manager

2.2 Examples of information typically reported includes:

- Insufficient route timing
- Bus stop and bus stop sign placement
- Safety concerns in the operating environment (e.g. for example road conditions or the condition of facilities or vehicles)
- Policies and procedures not working as intended (e.g. operator break times not conducive for the route)
- Information that management should consider (e.g. near miss events)

Daily, at the beginning of their shift and at the end of their shift, the SMS Manager or Transit Trainer checks the comment box and dedicated email address, and documents identified safety conditions in the Safety Risk Register.

Reports received will be viewed by the SMS Manager utilizing the following process:

- Ensure the hazard and the consequences are appropriately identified and recorded on the Safety Risk Register or Safety Event Log,
- Hazard is resolved with the support of the Safety Committee, utilizing StarMetro's SRM process,
- Any deficiencies and non-compliance with rules or procedures are managed through StarMetro's Safety Assurance process,
- Actions taken should be updated on the Safety Risk Register or Safety Event Log to be discussed at the next All Hands Staff Meeting, Safety Committee Meeting, "At a Glance" newsletter, or displayed on StarMetro's safety messaging monitors.

If the employee's name was provided, a follow-up response shall be completed directly with the employee if actions were taken or after mitigations are implemented.

StarMetro will not initiate disciplinary proceedings against an employee who discloses a safety hazard or perceived hazard, safety concern, and/or suggestion involving safety. However, the non-reprisal policy does not apply to:

- Defined accidents/incidents,
- Willful violations of law, StarMetro policy, or any event where there was an intentional disregard for safety,
- Any event or condition that involves criminal activity, substance abuse, a controlled substance, alcohol, or intentional falsification.

In such cases, StarMetro reserves the right to take disciplinary action, as appropriate.

3. SAFETY RISK MANAGEMENT

The Safety Risk Management (SRM) process is a formalized, proactive approach of hazard identification and safety risk analysis and assessment. StarMetro's SRM process applies to all elements of StarMetro's system and contracted service providers for operations and maintenance; facilities and vehicles; and personnel recruitment, training, and supervision.

It is a process whereby hazards and their consequences are identified, assessed for potential safety risk, and mitigated to an acceptable level to StarMetro's leadership. The implementation of safety risk mitigation does not necessarily mean the safety concern will be eliminated. StarMetro's SRM process allows us to carefully examine what could cause harm and determine whether effective precautions to minimize the harm, have been taken or if further mitigation is necessary. The SRM process and results are documented in our Safety Risk Register and referenced materials. Annually or upon request, StarMetro requires contracted service providers to establish policies and procedures in accordance with StarMetro's or their ASP for safety hazard identification.

3.1 Safety Hazard Identification

The safety identification process allows StarMetro and contracted service providers to identify hazards and potential consequences in operation and maintenance services by utilizing tracking logs and other internal and external sources. StarMetro collects this information through proactive activities, such as using an employee safety reporting program or monitoring service operations, and reactive measures, such as investigating past events that may or may not have resulted in injuries or damage. By analyzing this collected safety data, StarMetro can determine its highest safety concerns and how it will prioritize the investment of resources to address them. Major sources of information about hazards include:

- ESRP
- Review of vehicle/security camera footage
- Review of monthly performance data and safety performance targets
- Observations from supervisors
- DigiTally Reports
- Operator Inspection Cards
- Training Sessions
- Safety Committee, Drivers, and All-Hands meetings
- Review of audits and inspections of vehicles and facilities
- Review of training assessments
- Investigation into safety events, incidents, and occurrences

- Verbal or written reports to dispatch, supervisor, or safety officer
- Random compliance checks
- Florida Department of Transportation (FDOT)
- Capital Region Transportation Planning Agency (CRTPA)
- Federal Transit Administration (FTA)
- Other oversight authorities

3.1.1 Reporting and Observed Safety Hazard Process

The SMS Manager may receive reports of identified safety hazards or concerns from employees through the ESRP and from StarMetro's management, supervisory personnel, and customers. Procedures for reporting hazards are reviewed during all new hire/refresher training sessions and in Safety Committee meetings.

These reports will be reviewed by the SMS Manager and documented in the Safety Risk Registry for further analyses of hazards, consequences, to collect additional information, and identify which hazards should be prioritized for safety risk assessments. In following up on identified hazards, StarMetro's SMS Manager or division manager assigned to investigate the hazard may:

- Reach out to the reporting party to gather all known information about the reported hazard
- Conduct a walkthrough of the affected area, assessing the possible hazardous condition, generating visual documentation (e.g., photographs and/or video), and taking any necessary measurements
- Conduct interviews with employees in the area to gather potentially relevant information
- Review any documentation associated with the hazard (e.g., records, reports, procedures, inspections, technical documents, etc.)
- Contact other departments that may have association with, or technical knowledge relevant to, the reported hazard
- Review any past reported hazards of a similar nature
- Evaluate tasks and/or processes associated with the reported hazard

StarMetro's SMS Manager will then prepare an agenda to discuss identified hazards and consequences with the Safety Committee during bi-monthly meetings. This agenda may include additional background on the hazards and consequences, such as the results of trend analyses, vehicle camera footage, vendor documentation, reports and observations, or information supplied by FTA, FDOT, or other oversight authorities. Any identified hazard that poses a real and

immediate threat to life, property, or the environment must immediately be brought to the attention of the Accountable Executive and addressed through the SRM process (with or without the full Safety Committee) for safety risk assessment and mitigation. This means that the SMS Manager believes immediate intervention is necessary to preserve life, prevent property destruction, or avoid harm to the environment that would constitute a violation of Environmental Protection Agency (EPA) or Florida Department of Environmental Protection (DEP) standards. Otherwise, the Safety Committee will prioritize the hazard for further SRM activity.

3.2 Safety Risk Assessment

StarMetro assesses safety risks associated with identified safety hazards using its safety risk assessment process. This includes an assessment of the likelihood and severity of the consequences of hazards, including existing mitigations, and prioritizing hazards based on safety risk. The SMS Manager and Safety Committee assess prioritized hazards using StarMetro's Safety Risk Matrix below.

Risk Probability		Risk Severity			
		Catastrophic	Critical	Marginal	Negligible
		A	B	C	D
Frequent	1	1A	1B	1C	1D
Probable	2	2A	2B	2C	2D
Occasional	3	3A	3B	3C	3D
Remote	4	4A	4B	4C	4D
Improbable	5	5A	5B	5C	5D

Probability of Occurrence of the Consequence		
Qualitative Definition	Meaning	Value
Frequent	Likely to occur frequently ($> 10^{-1}$)	1
Probable	Likely to occur several times ($< 10^{-1}$ but $> 10^{-3}$)	2
Occasional	Likely to occur sometime ($< 10^{-3}$ but $> 10^{-6}$)	3
Remote	Very unlikely to occur ($< 10^{-6}$ but $> 10^{-8}$)	4
Improbable	Almost inconceivable that the event will occur ($< 10^{-8}$)	5

This matrix expresses assessed risk as a combination of one severity category and one probability level referred to as a hazard rating. For example, a risk may be assessed as “1A” or the combination of a Catastrophic (1) severity category and a frequent (A) probability level.

Safety Risk Evaluation



High Risk - Hazards ratings will be considered unacceptable and require action from StarMetro to mitigate the safety risk.

Serious/Medium Risk - hazard ratings will be considered undesirable and require StarMetro's Safety Committee to make a decision regarding their acceptability

Low Risk - hazard ratings may be accepted by the Chief Safety Officer without additional

The Safety and Risk matrix is combined with the Safety Risk Evaluation above and categorizes the risks into levels of High, Medium, or Low, based on their hazard rating and allows for hazards to be prioritized for resolution, mitigation, or elimination by the SMS Manager and the Safety Committee to the lowest acceptable level possible.

The Safety and Risk assessment package is distributed at least one week in advance of the Safety Committee meeting. During the meeting, the SMS Manager reviews the hazard and its consequence(s) and reviews available information distributed in the Safety Risk Assessment Package. Support from members of the Safety Committee may be requested to obtain additional information to support the safety risk assessment. Once sufficient information has been obtained, the SMS Manager will facilitate completion of relevant sections of the Safety Risk Register using the ratings obtained from the matrix with the Safety Committee. The process and results will be documented and maintained on file with the Safety Committee agendas, Safety Risk Packages, additional information collected, and the completed Safety Risk Register for a period of three years from the date of generation.

3.3 Safety Risk Mitigation

Implementation of safety risk mitigations does not necessarily mean the safety concern will be solved. StarMetro's Accountable Executive and SMS Manager review current methods of safety risk mitigation and establish methods and procedures to mitigate or eliminate safety risks associated with others based on recommendations from the Safety Committee. StarMetro can reduce safety risks by reducing the likelihood and/or severity of potential consequences of hazards.

Prioritization of safety risk mitigation is based on the results of safety risk assessments. StarMetro's SMS Manager tracks and updates safety risk mitigation information in the Safety Risk Register and makes the Register available to the Leadership Team at bi-weekly meetings, to the Safety Committee during bi-monthly meetings and to StarMetro staff upon request. In the Safety Risk Register, StarMetro's SMS Manager will also document any specific measures or activities, such as reviews, observations, or audits, that will be conducted to monitor the effectiveness of the mitigation once implemented.

3.4 Contracted Service Providers

Safety Risk Management, hazard identification, monitoring, and mitigation or elimination is vital to an effective system safety program. StarMetro conducts annual contract and safety inspections of all contracted service providers to ensure compliance with StarMetro's SRM and Chapter 14-90, F.A.C., regarding safety hazard identification activities. Documentation of the inspections are recorded and maintained for a period of no less than 5 years after the end of the contract. Any contractor that does not maintain an ASP, is subject to the guidelines established in StarMetro's PTASP. Any corrective actions needed will be documented and reviewed with the contractors within 14 business days of their inspection.

4. SAFETY ASSURANCE

4.1 Safety Assurance Process

StarMetro uses this process to evaluate and ensure the safety of transit operations, including evaluations, audits, inspections, and data tracking and analysis. The process identifies new hazards or changes to the risk environment of the transit operations and maintenance divisions which must be analyzed for safety risk using the SRM processes. It also identifies the difference between “where we are” and “where we thought we were.”

StarMetro uses safety data tracking and analysis to proactively look for negative trends or safety issues and hazards that could eventually lead to incidents and accidents. If issues or hazards are identified, StarMetro will implement a response to resolve the issue or hazard. In most cases, the resolution or corrective action constitutes a change to a process or equipment, which requires the use of the SRM process to meet an acceptable level of risk (ALARP). This is an example of creating a closed-loop process for managing safety.

Through our Safety Assurance process, StarMetro:

- Evaluates our compliance with operations and maintenance procedures to determine whether existing policies and procedures are effective to control our safety risk,
- Assesses the effectiveness of safety risk mitigations to ensure they are appropriate and implemented as intended,
- Investigates safety events to identify causal factors,
- Analyzes information for the safety reporting program,
- Assesses the effectiveness of training curriculum

4.2 Safety Performance Monitoring and Measurements

StarMetro actively monitors the entire transit system for compliance with operations and maintenance procedures through activities including:

- Internal/external safety audits
- Random inspections
- Random review of camera footage of driver, passenger, and security incidents
- Safety surveys
- ESRP
- Accident/incident investigations
- Investigation of safety occurrences
- Near miss reporting

- Internal/external audits
- Vehicle inspections and regular preventative maintenance

Results and mitigations will be monitored by the SMS Manager to:

- Compare against recent performance trends quarterly and annually,
- Determine if corrective action plans are needed,
- Enter any identified non-compliant or ineffective activities, including mitigations, into the SRM process for reevaluation by the Safety Committee,
- Determine proper implementation, effectiveness, appropriateness, and if the risk mitigation is working as anticipated,
- Maintain the list of safety risk mitigation in the Safety Risk Register.

The SMS Manager establishes mechanisms for monitoring safety risk mitigations as part of the mitigation implementation process and assigns monitoring activities to the appropriate personnel based on their respective divisions. These monitoring mechanisms may include tracking a specific metric on daily, weekly, or monthly logs or reports; conducting job performance observations such as ride along; or other activities. The SMS Manager will endeavor to make use of existing StarMetro processes and activities before assigning new information collection activities.

StarMetro's SMS Manager and Safety Committee will review the performance of individual safety risk mitigations during bi-monthly Safety Committee meetings, based on the reporting schedule determined for each mitigation, and determine if a specific safety risk mitigation is not implemented or performing as intended. If the mitigation is not implemented or performing as intended, the Safety Committee will propose a corrective action plan to modify the mitigation or take other action to manage the safety risk. The SMS Manager will approve or modify this proposed corrective action plan and oversee its execution.

The mechanism for monitoring safety risk mitigations varies depending on the mitigation.

StarMetro's SMS Manager and the Safety Committee also monitor StarMetro's operations on a large scale to identify mitigations that may be ineffective, inappropriate, or not implemented as intended by:

- Reviewing results from accident, incident, and occurrence investigations,
- Monitoring employee safety reporting,
- Reviewing results of internal safety audits and inspections,
- Analyzing operational and safety data to identify emerging safety concerns.

The SMS Manager works with the Safety Committee and Accountable Executive to carry out and document all monitoring activities.

4.3 Investigations of Safety Events to Identify Causal Factors

StarMetro maintains documented procedures for conducting safety investigations of events (accidents, incident, and occurrences, as defined by FTA) to find causal and contributing factors and review the existing mitigations in place at the time of the event (see City of Tallahassee Accident/Incident Report Form}. These procedures also reflect all traffic safety reporting and investigation requirements in accordance with Florida Department of Motor Vehicles and Rule Chapter 14-90, F.A.C.

The City's Risk Management Office and StarMetro's Safety and Training Division maintains all documentation of StarMetro's investigation policies, processes, forms, supervisor checklists, activities, and results.

Each investigation requiring a final report must include:

- The description of the event and investigation activities,
- Any identified factors causing the event,
- Any identified corrective actions required,
- Was the Accident preventable or non-preventable.

The SMS Manager or Superintendent of Transit Operations will monitor incident/accident or safety event reporting methods and track the implementation of each corrective action in accordance with Rule Chapter 14-90, F.A.C.

The SMS Manager and Safety Committee review safety data captured in employee safety reports, safety meeting minutes, customer concerns, and other safety communication channels during bi-monthly meetings. When necessary, the SMS Manager and Safety Committee ensure that the concerns are investigated or analyzed through StarMetro's SRM process.

5. SAFETY PROMOTION

StarMetro's safety promotion involves effectively communicating and disseminating safety information to enhance the safety culture and strengthen integrating SMS into all operations and maintenance activities within the organization. Safety promotion includes safety culture, reporting systems, recommendations based on safety metrics, and safety training.

5.1 Training and Competencies

StarMetro's comprehensive safety training program applies to all StarMetro and contracted service provider employees directly responsible for safety, including:

- Coach Operators
- Paratransit Operators
- Dispatchers
- Maintenance Technicians
- Maintenance team
- Administrative staff
- Planning staff
- Call Center staff
- Communications/Special Projects staff
- Transit Trainers
- Supervisors
- Leadership Team
- SMS Manager
- Accountable Executive

5.1.1 Training

StarMetro dedicates resources for a comprehensive safety training program, as well as training on SMS roles and responsibilities. Appropriate safety training is provided for each employee commensurate with their position.

Initial safety training includes:

- StarMetro's Safety Policy
- The SMS Safety Culture Policy
- The SMS manual
- The importance of conformance with SMS
- Individual roles and responsibilities specific to the SMS (safety accountabilities)

- General hazard reporting requirements of the SMS
- General risk assessment procedure of the SMS
- General accident/incident or near-miss reporting and investigation requirements
- General responsibilities with respect to the SMS emergency preparedness and response plan

StarMetro's SMS training acknowledges different levels of responsibility and risk to ensure there is an appropriate awareness among employees and managers as to the responsibilities of their role. Manager and supervisors arrange appropriate safety training for each position including both technical and non-technical training, on-the-job training, and refresher training. In accordance with the above policy objectives, StarMetro will provide SMS training as follows:

- **Senior Leaders/Accountable Managers/Senior Managers:** Awareness of SMS roles and responsibilities, Safety Policy, Safety Culture Policy, SMS requirements, related DOT/FTA regulations, management commitment and responsibilities, and safety performance monitoring responsibilities,
- **Managers and Supervisors:** SMS policy, SMS processes management, management commitment and responsibilities, hazard identification and risk management, and safety performance monitoring responsibilities,
- **Frontline personnel:** SMS overview, Safety Policy, Safety Culture Policy, safety reporting, hazard identification and risk assessment procedure, and accident/incident investigation processes,
- **Contracted Service Provider personnel:** SMS overview provided during new hire training and safety meetings.

SMS Function/Role	Required Training
StarMetro Leadership Team	SMS Orientation SMS Awareness (online course) Safety Assurance (E-learning)
Chief Transit Officer & Key Personnel	SMS Orientation SMS Awareness (online course) Safety Assurance (E-learning) SMS principles for transit (recommended)
SMS Manager	SMS Orientation Effective Event Investigation SMS Awareness (online course) Safety Assurance (E-learning) SMS principles for transit
Safety Committee Member	SMS Orientation Introduction to StarMetro's ESRP
All Personnel	SMS Orientation Introduction to StarMetro's ESRP

StarMetro employee training is documented and maintained by the Safety and Training Division and stored electronically on the City of Tallahassee's OnBase server for a period up to four years after employment separation in accordance with Chapter 14-90 F.A.C. StarMetro also requires contracted service providers to document and maintain employee training files which are reviewed during the annual audit for compliance. The files shall consist of all complete and comprehensive training, and employee qualification records.

5.1.2 Competencies

Frontline employees and management competence within the SMS operations will be assured through continuous communication and involvement in the SMS as follows:

Employees shall be:

- Involved in the review of hazard and risk assessments, accident/incident investigation findings and department or process-specific SMS standard operating process development where appropriate,
- Consulted where there are workplace changes that occur as a result of SMS-related activities,
- Represented in SMS matters at their location,
- Informed who their site Safety Committee representatives are,
- Informed of significant issues arising from the operation of the SMS at their site; including lessons learned from hazards, near-miss reports and accident/incident investigation findings.

Employee involvement shall be accomplished by:

- Submission of hazard reports
- Involvement in risk assessment results and post-event investigation findings implementation
- Participation in site safety performance monitoring
- Participation in SMS assessments
- Involvement in site Safety Committee

Managers shall:

- Be involved in the review of hazard and risk assessments, accident/incident investigation findings and department or process-specific SMS standard operating process development where appropriate,
- Coordinate workplace changes that need to occur as a result of SMS-related activities,
- Lead resolution of SMS matters at their site/division,
- Direct their site Safety Committee representatives in ad hoc and regular safety performance reviews,
- Coordinate resolution of significant issues arising from the operation of the SMS at their location, including lessons learned from hazards, near-miss reports, and implementation of accident/incident investigation findings,
- Lead monthly site/division safety performance monitoring activities.

6. ADDITIONAL INFORMATION

6.1 Supporting Documentation

Includes documentation under Chapter 14-90, F.A.C., requirements used to implement and carry out the Agency Safety Plan that are not included elsewhere in this plan.

7. SECURITY PROGRAM PLAN (SPP)

In accordance with Rule 14-90, F.A.C., StarMetro has adopted, and implemented a Security Program Plan (SPP), which covers the security portion of the system safety program. The SPP contains information about prevention, mitigation, preparedness, response, recovery, and associated organizational responsibilities.

7.1 The SPP addresses the following hazard and security elements and requirements:

- Security policies, goals, and objectives
- Organization, roles, and responsibilities
- Emergency management processes and procedures for mitigation, preparedness, response, and recovery
- Procedures for investigation of events described under subsection 14-90.004(5), F.A.C.
- Procedures for the establishment of interfaces with emergency response organizations
- Procedures for interagency coordination with local law enforcement jurisdictions
- Requirements for contracted service providers
- Procedures for SPP maintenance and distribution

The SPP has been adopted separately from the SMS. Bus transit systems are prohibited by Section 119.071(3) (2), Florida Statutes, from publicly disclosing the SPP under any circumstance. The document is maintained in a secure location by the management and access to the document is restricted to select agency personnel and appropriate FDOT personnel exercising oversight in this area. On-site access to the SPP is granted to regulatory authorities (FDOT, FTA, etc.) on as-needed basis.

Select portions of the SPP may be shared with employees depending on their job responsibilities.

8. EMERGENCY RESPONSE

StarMetro works with Leon County Department of Emergency Management, the City of Tallahassee Division of Emergency Management, first responders, and other agencies and organizations that play a key role in an emergency.

The Chief Transit Officer, Superintendent of Operations, Planning Manager, Operations and Compliance Manager, Maintenance Manager, Project Manager, Transportation Finance Administrator and Special Transportation Manager serve as points of contact for StarMetro Operations emergency response and regulatory agencies.

8.1 Emergency Planning

To support improved emergency and incident preparedness and response, StarMetro will participate in a minimum of one exercise or drill each year with local public safety organizations. Interagency training stresses collaborative activities performed by transportation employees in concert with local law enforcement, fire, emergency medical services, and other local agencies to support capabilities to accomplish group tasks.

Emergency Response Plans will be reviewed annually and after the occurrence of significant events. Certain practice drills are to be carried out every two years for emergency scenarios.

Emergency responses or drills are coordinated by the SMS Manager and the results are recorded and shared in the interest of continuous improvement.

Potential changes to the response plan may be identified by the following methods:

- Review of accidents, incidents, and near-misses
- Risk assessment processes
- Appropriation request sign off process
- Internal evaluation
- External evaluation
- Assessments or audits

8.1.1 Emergency Objectives

The combined efforts of City, County, and other agencies work to ensure that as a community, these objectives are satisfied in a hazardous environment:

1. Ensure continuity of governance: Demonstrate to the public the continued

functioning of critical government leadership elements, including succession to key offices; organizational communications; leadership and management opportunities

2. Coordinate with critical partners: Maintain communications and interactions with critical partners and organizations, including the Federal government, State government, other local governments, private sector and non-profit organizations
3. Maintain civil order and public safety
 - a. Protect people and property and the rule of law
 - b. Ensure basic civil rights, prevent crime and protect critical infrastructure
4. Provide emergency services - Provide critical emergency services including: Emergency Management, Sheriff, Police, Fire, EMS, and public safety communication services
5. Maintain critical public infrastructure - Maintain critical public infrastructure, including but not limited to water plants and lines; sanitary sewer systems; flood/storm water management; roads, transit and airport; emergency transportation; public safety buildings; and data centers
6. Provide basic essential services - Ensure provision of basic essential services, including but not limited to: healthcare, water and sewer service, voice and data communications, IT services, transportation services, sanitation services, environmental protection, code enforcement/inspections, emergency housing, human services, and critical internal support functions

8.2 Concept of Operation

Refer to StarMetro's Continuity of Operations Plan (COOP)

9. OPERATOR SELECTION, QUALIFICATION, TRAINING

9.1 Operator Screening

StarMetro's management is responsible for ensuring all new drivers successfully complete an employment screening process that includes:

- Completing an employment application
- Criminal background check and driving record check (local law enforcement and FDLE) including but not limited to:
 - History of driving records
 - Social security number validations
 - Criminal history check
 - Employment reference checks
- Verification and documentation of a valid driver's license
- Valid Commercial Driver's License (CDL), Class "B" or higher, with Air Brakes and a "P" Endorsement or a valid Commercial Learners Permit (CLP) Permit. The applicant is required to obtain a valid Commercial Learners Permit (CLP) permit within 14 business days of employment with the City of Tallahassee and obtain the required Commercial driver license prior to the independent operation of a commercial vehicle in revenue service.
- Successful completion of required orientation/training and demonstration of adequate skills and capabilities to safely operate each type of bus or vehicle operated by the transit system. The Operator's Training Record is filled out and signed by the operator and certified Transit Trainer.
- Signed acknowledgment of receipt and compliance with the following written operational and safety procedures before driving on a street or highway unsupervised:
 - Communication and handling of unsafe conditions, security threats, and emergencies
 - Familiarization in operation of safety and emergency equipment, wheelchair lift/ramp equipment, and restraining devices
 - Application in compliance with all federal and state laws, rules and regulations
 - Wireless Communication Policy- cellular and electronic device
 - Drug Free Workplace Policy
- Successful completion of pre-employment physical including an eye examination and drug screening test, utilizing required FDOT medical examination form (FDOT Form 725-030-11, Revised 07/2005) to be provided by StarMetro personnel. The medical and eye examination must indicate that the driver is in such physical condition that compliance with all laws governing standards for driver physical capabilities have been met.
- Signed acknowledgment of receipt and agreement to comply with SMS.
- Drivers are required to write and submit a daily bus inspection report pursuant to Rule

14-90.006, F.A.C.

- Personnel licensed and authorized by StarMetro to drive, move, or road test a bus in order to perform repairs or maintenance services when it has been determined that such temporary operation does not create unsafe operating conditions or create a hazard to public safety are not bound to the following two provisions:
 - Training and testing to demonstrate and ensure adequate skills and capabilities to safely operate each type of bus or bus combination before driving on a street or highway unsupervised.
 - Bus transit systems shall provide written operational and safety procedures to all bus drivers before driving on streets or highways unsupervised.
- Signed acknowledgement of receipt and compliance with written operational and safety procedures prior to drivers operating and vehicle without supervision.

9.1.1 Medical Exams for Bus Transit System Drivers

StarMetro drivers are required to comply with the medical examination requirement detailed in accordance with Rule Chapter 14-90.0041, F.A.C.

- After selection and completion of the pre-employment physical, each driver shall be required to have a physical examination every two years, **within** a 24-month period. Operators will not be allowed to operate a bus without having this examination on file.
- All medical physicals must be documented utilizing the correct FDOT medical form #725-030-11, Revised 07/2005 or equivalent
- A return to duty examination is required for any driver prior to returning to duty after having been off duty for 30 days or more due to an illness, medical condition, or injury
- Medical examinations must be performed by a Doctor of Medicine or Osteopathy, Physician Assistant, or Advanced Registered Nurse Practitioner licensed or certified by the State of Florida. If medical examinations are performed by a Physician Assistant or Advanced Registered Nurse Practitioner, they must be performed under the supervision of review of a Doctor of Medicine or Osteopathy
- An ophthalmologist or optometrist licensed by the State of Florida may perform as much of the examination as pertains to visual acuity
- Completed and signed medical examination certificate for each bus driver, dated within the past 24 months, will be maintained on file for a minimum of four years from the date of the examination

Noncompliance with any regulatory or agency specific requirement may result in an employee administrative action up to and including termination of employment. It is the policy of StarMetro to screen applicants to eliminate those that pose a safety or security threat to the agency or who would not be capable of carrying out agency safety and security policies.

All employees and drivers of StarMetro are required to complete all training and testing

requirements to demonstrate and ensure adequate skills and capabilities to safely operate each type of bus or bus combination before driving on a street or highway unsupervised. A Certified Trainer is responsible for conducting and documenting all training and testing activities utilizing a certification process. Noncompliance with any regulatory or agency specific guideline or requirement may result in suspension or termination of employment. This section of the SMS discusses the training and testing programs to be administered by Human Resources or the Training Department.

9.2 Initial Driver Training and Testing

StarMetro has developed and maintains an Operator Training Program that may be used for new hire training/testing of employees. The Operator Training manual provides extensive coverage of all training areas noted in this section.

Upon hire and prior to being placed into road service, all drivers are required to complete training and testing in the following areas:

1. Bus transit system safety and operational policies and procedures
2. Operational bus and equipment inspections
3. Bus equipment familiarization
4. Radio procedures
5. Basic operations and maneuvering
6. Boarding and alighting passengers
7. Operation of wheelchair lift and other special equipment
8. Defensive driving
9. Passenger assistance and securement
10. Handling of emergencies and security threats
11. Security and threat awareness
12. Driving conditions
13. Wireless Communication Policy- cellular and electronic device
14. Drug Free Workplace Policy
15. Blood borne pathogens and other occupational exposure to health hazards

In addition, new drivers are required to successfully undergo a road test with an experienced driver. A new-hire check-off list must be completed to ensure the employee has received all required Rule 14-90, F.A.C. (and those identified in this SMS) training and information before unsupervised driving.

After successful completion of each training and testing module, StarMetro is required to document the satisfactory completion of each employee's training and maintain the training records. Certificates of completion issued are to be maintained in the driver files for a minimum of four years.

All newly hired employees are also provided instructional training in the following areas:

- General rules: General rules of the agency including employee code of conduct
- Customer service: Covers expectations of employees when working with the public

including instruction on how and to whom to report security incidents, and types of individuals or situations to be aware of and report

- Fare handling: Covers fare collection procedures and provides instruction in dealing with fare disputes, conflict resolution, and notification of security personnel
- Radio procedures: Provides instruction on radio procedure for both routine and emergency radio traffic. Includes instruction on reporting crimes, suspicious acts, and potentially hazardous situations.
- City of Tallahassee mandatory courses

9.2.1 On-Going and Refresher Training and Testing

On-going/refresher training and testing sessions will be conducted a minimum of every year. The drivers are required to attend training and testing in all areas specified by Rule 14-90, F.A.C., at least once every two years. All training and testing activities are to be recorded and retained for a minimum of 4 years.

9.2.2 Remedial Training and Testing

StarMetro requires remedial training for drivers who have been involved in a preventable accident or incident or have developed unsafe driving behavior or other driving problems. Other causes for remedial training may include persistent customer complaints, supervisor recommendations, or a result of ongoing evaluations. Depending on the circumstances, trained personnel will determine the appropriate remedial training and testing, the results of which will also be documented and retained in files.

9.2.3 NIMS Training

The National Incident Management System (NIMS) provides a consistent nationwide template to allow all government, private-sector, and nongovernmental organizations to work together during domestic incidents (<http://www.fema.gov/emergency/nims/>). The NIMS system requires that transit agencies comply with several specific activities to ensure personnel who will be conducting activities in response to emergencies use the standard Incident Command System (ICS).

StarMetro's SPP requires that some management staff take available NIMS training to understand this requirement and to coordinate regularly with outside organizations to prepare for coordinated responses to incidents.

9.3 Operating and Driving Requirements

StarMetro is responsible for overall compliance with all operating and driving requirements.

It is the responsibility of StarMetro and employees who perform driving and/or operational duties to ensure strict adherence to the following requirements:

- Under no circumstances is an employee allowed to operate a vehicle without having the

appropriate and valid driver's license in his or her possession.

- Employees are not permitted to drive a bus when his or her driver license has been suspended, cancelled, or revoked. An employee who receives a notice that his or her license to operate a motor vehicle has been suspended, cancelled, or revoked is required to notify his or her supervisor of the contents of the notice immediately, if possible. If not possible, they are to contact their supervisor no later than the end of the business day following the day he or she received the notice. Violation of this policy may result in disciplinary actions including termination of employment.
- The City's Safety Department will annually check Motor Vehicle Records (MVR) of drivers for the purpose of investigating information on license suspensions, revocations, accidents, traffic violations, unpaid summons, etc. StarMetro may also check driver license status of each driver utilizing the Florida Department of Highway Safety and Motor Vehicles website - <https://www6.hsmv.state.fl.us/DLCheck/main.jsp>.
- Buses must always be operated in compliance with applicable traffic regulations, ordinances, and laws of the jurisdiction in which they are being operated.
- A bus with any passenger doors in the open position will not be operated with passengers aboard. The doors will not be opened until the bus is stopped. A bus with any inoperable passenger door will not be operated with passengers aboard, except to move a bus to a safe location.
- Drivers will ensure that during darkness, interior lighting and lighting in stepwells on buses shall be sufficient for passengers to enter and exit safely. Adherence to pre-trip inspection requirements help ensure the ability of this requirement to be met.
- Passengers will not be permitted in the stepwells of any bus while the bus is in motion, or to occupy an area forward of the standee line.
- Passengers will not be permitted to stand in buses not designed and constructed for the purpose of accommodating standees.
- Buses will not be fueled in a closed building. No bus shall be fueled when passengers are on board.
- Drivers are required to be properly secured with a restraining belt while the bus is in motion.
- Buses will not be left unattended with passengers aboard for longer than 15 minutes. The parking or holding brake device will be properly set at any time the bus is left unattended.
- Buses will not be left unattended in an unsafe condition with passengers aboard at any time.

- Drivers are prohibited from leaving keys in the vehicle for any reason at any time the bus is left unattended, except during summer weather when customers are left on board while the driver exits to locate or deliver another customer.
- Transit vehicles will not be used at any time for uses other than those that are authorized and permitted according to state and federal program requirements.

9.3.1 Operator Drive and Work Hours

To ensure compliance with Rule Chapter 14-90, F.A.C., all operator's drive and work hours are monitored by the scheduling supervisor and operations supervisor as they approve their direct reports time utilizing the Kronos time keeping system. A daily operations log is kept, recording all schedule changes which includes any extra assigned work. Noncompliance with these requirements may result in disciplinary actions, including termination of employment.

- Rule 14-90, F.A.C. defines "On Duty" and "Off Duty" status of drivers as follows:
 - "On Duty" means the status of the driver from the time he or she begins work, or is required to be in readiness to work, until the time the driver is relieved from work and all responsibility for performing work. "On Duty" includes all time spent by the driver as follows:
 - a) Waiting to be dispatched at bus transit system terminals, facilities, or other private or public property, unless the driver has been completely relieved from duty by the bus transit system.
 - b) Inspecting, servicing, or conditioning any vehicle.
 - c) Driving.
 - d) Remaining in readiness to operate a vehicle (stand-by).
 - e) Repairing, obtaining assistance, or remaining in attendance in or about a disabled vehicle.
 - "Off-Duty" means any time the driver is not on duty, required to be in readiness to work, or under any responsibility to perform work. Such time shall not be counted towards the maximum allowed on-duty hours within a 24-hour period.
- Drivers are not permitted to drive more than 12 hours in a 24-hour period or drive after having been on duty for 16 hours in a 24-hour period. A driver is not permitted to drive until the requirement of a minimum eight consecutive hours of off-duty time has been fulfilled. A driver's work period begins from the time he or she first reports for duty to his or her employer. A driver is permitted to exceed his or her regulated hours in order to reach a regularly established relief or dispatch point, provided the additional driving time does not exceed one hour.
- Drivers are not permitted to be on duty more than 72 hours in any period of seven consecutive days; however, any 24 consecutive hours of off duty time shall constitute the end of any such period of seven consecutive days. A driver who has reached the maximum 72 hours of on duty time during the seven consecutive days is required to have

a minimum of 24 consecutive hours of off duty time prior to returning to on duty status.

- A driver is permitted to drive for more than the regulated hours for the safety and protection of the public when conditions such as adverse weather, disaster, security threat, a road or traffic condition, medical emergency, or an accident occur.
- Drivers are not permitted to drive a bus when his or her ability is impaired, or likely to be impaired, by fatigue, illness, or other causes, likely to create an unsafe condition.
- Drivers will not report for duty or operate any vehicle while under the influence of alcohol or any other substance, legal or illegal, that may impair driving ability. All employees are required to comply with agency's Substance Abuse Policy.
- Drivers are required to conduct daily vehicle inspections and reporting of all defects and deficiencies likely to affect safe operation or cause mechanical malfunctions.
- Drivers are required to immediately report any defect or deficiency that may affect safe operations or cause mechanical malfunctions. Any defect or deficiency found shall be properly documented on a Daily Vehicle Inspection (DVI) form and should be submitted to the Maintenance Department.
- The maintenance department will review daily inspection reports and document corrective actions taken as a result of any deficiencies identified by daily inspections.

10. PRE-TRIP / POST TRIP

StarMetro operators are required to perform daily vehicle inspections prior to operating the assigned vehicle, during routes, and after all route schedules are completed. The pre-trip inspection includes an inspection of the following parts and devices to ascertain that they are in safe condition and in good working order:

- Service brakes
- Parking brakes
- Tires and wheels
- Steering
- Horn
- Lighting devices
- Windshield wipers
- Rear vision mirrors
- Passenger doors
- Exhaust system
- Equipment for transporting wheelchairs
- Safety, security, and emergency equipment
- Working speedometer

Any defect or deficiency found shall be properly documented on a Daily Vehicle Inspection (DVI) form and should be submitted to the Maintenance Department.

The process and forms to be utilized for daily vehicle inspections is included in StarMetro's preventative maintenance guidelines. The daily vehicle inspection forms must be complete with the operator's signature and a check in each box to document that the items are "OK" or a defect is noted in the comments section. If the operator finds any mechanical or other problems that could compromise the safety of the vehicle at any point, the operator will immediately inform the Maintenance Department and the vehicle will not be scheduled for service until repaired. Failure to report deficiencies by operators may result in an administrative action taken against the employee.

The Maintenance Department will review the daily inspections and document the corrective actions taken as a result of any deficiencies identified by the operator. Daily inspection records will be retained for a minimum of two weeks at the facility. Once defects are noted they will be prioritized and sorted into categories for repairs. Once a defect is noted on the inspection form and repaired, the documentation will be attached to the work/repair order and filed in the maintenance files.

11. MAINTENANCE PLAN

StarMetro/Fleet ensures that the maintenance programs are consistent with Chapter 14-90.004(3)(h), F.A.C. StarMetro's vehicle maintenance plans ensure that all operational buses, all parts and accessories on such buses, including those specified in Section 14-90.007, F.A.C., and any additional parts and accessories which may affect safety of operation (e.g., frame and frame assemblies, suspension systems, axles, wheels, rims, and steering systems), are regularly and systematically inspected, maintained, and lubricated to standards that meet or exceed the bus manufacturer's recommendations and requirements.

StarMetro/Fleet is responsible for ensuring that the maintenance plan is implemented and that all vehicles operated are maintained according to the agency's Preventative Maintenance Guidelines.

11.1 Preventive Maintenance

A preventative maintenance schedule is implemented to inspect for safety hazards and to maintain vehicles in a manner conforming to safety regulations. StarMetro/Fleet will perform scheduled preventive maintenance on all vehicles at every 6,000-mile interval following the sequence "A"- "B"- "A"- "C", according to the agency's maintenance plan. As preventative maintenance inspections are scheduled by projected mileage, the agency will allow ± 500 -mile deviations in mileage interval, so long as the actual mileage interval meets the manufacturer's recommended maintenance schedule. Inspection "A" will be performed every 6,000 miles, inspection "B" will be performed every 12,000 miles, and inspection "C" will be performed every 24,000 miles on each vehicle. Safety inspections are part of the maintenance inspections and will be performed at least once every year with inspection type "C" on each vehicle. When a vehicle is due for an inspection, it will be taken out of service until the inspection is completed. This allows a series of repairs to be carried out while minimizing costs and optimizing the number of operational vehicles. If a vehicle is "deadlined" for an extended period due to unavoidable circumstances, preventative maintenance will be suspended until the vehicle can be returned to service. However, the annual inspection will be conducted on all vehicles regardless of "dead-lined/not dead-lined" status and/or mileage accrued.

Each vehicle will have a written record documenting preventive maintenance, regular maintenance, inspections, lubrication and repairs performed. Such records will be maintained for at least four years and include, at a minimum, the following information:

- Identification of the bus, the make, model, and license number or other means of positive identification and ownership
- Date, mileage, description, and each type of inspection, maintenance, lubrication, or repair performed
- If not owned by StarMetro/Fleet, the name of any person or company furnishing a bus
- The name and address of any entity or contractor performing an inspection, maintenance, lubrication, or repair

For tracking purposes, a maintenance log will be kept containing vehicle ID, make and type of vehicle, year, model, special equipment, inspections, maintenance and lubrication intervals, and date or mileage when services are due.

11.2 Bus Safety Inspections and Safety/Security Inspections and Reviews

StarMetro is responsible for the annual inspection of vehicles in accordance with Chapter 14.90.009. Inspections are completed by maintenance personnel or an ASE Master Certified Mechanic who is knowledgeable of and has mastered the methods, procedures, tools, and equipment used when performing an inspection. In addition, the inspectors used by subcontractors have had at least one year of training and/or experience as a mechanic or inspector in a vehicle maintenance program. Each year, StarMetro conducts an annual review of each contracted service provider to ensure complete inspections have been performed and that vehicle inspection reports have been properly documented and maintained.

StarMetro maintains records of these inspections, including reports and any corresponding corrective actions assigned to their contractors.

StarMetro will work closely with regulatory agencies (FDOT, FTA, etc.) when external audit notifications are received and allocate resources, as necessary, to facilitate the audits.

Appendix

Appendix A - Near Miss Reporting

Appendix B - Hazard Report Form

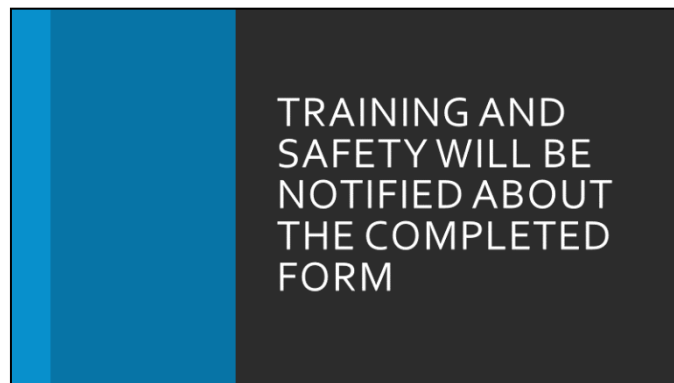
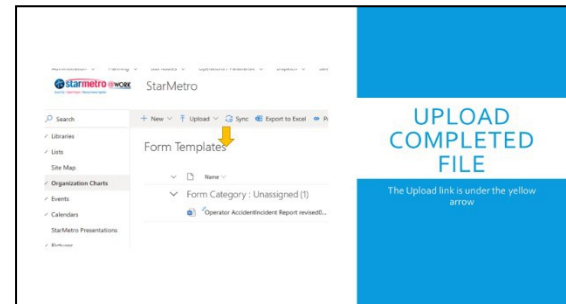
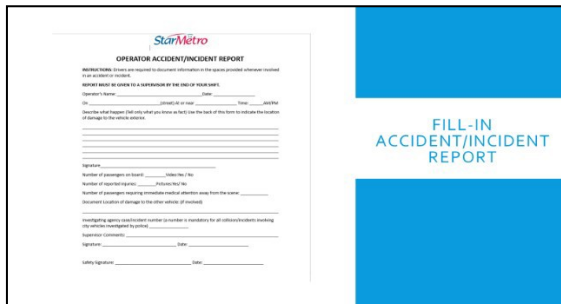
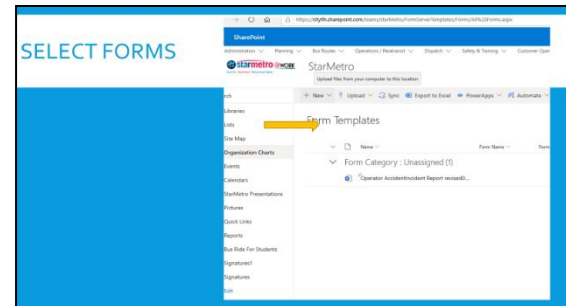
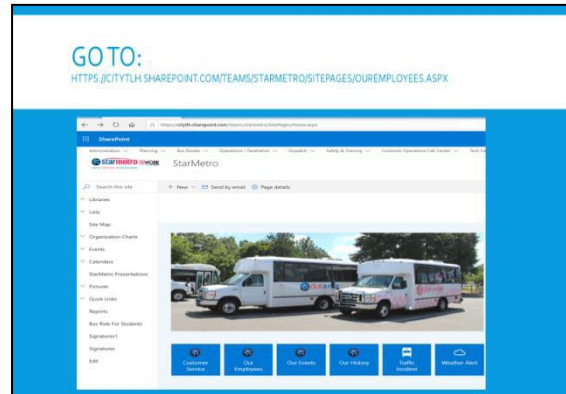
Appendix C - City of Tallahassee Accident/Incident Report Form

Appendix D - Non-Conformance Corrective Action Form


Appendix E - Safety Risk Assessment and Mitigation Register

Appendix F - Hazard Analysis Register

Appendix A – Near Miss Reporting



Appendix B – Hazard Reporting Form

Safety Suggestion/Hazard Report		
<i>Use this form for safety questions, suggestions and hazard reporting. Your Supervisor will forward it to the Safety Committee. The Safety Committee will meet monthly to address these issues and provide feedback as soon as possible. Please be as specific as possible when describing the safety concern and making recommendations.</i>		
Name: _____		Date: _____
(Not required unless you want feedback)		
Bus, route or Facility: _____		Direction: _____ Time: _____
<u>Safety Question, Suggestion, or Hazard:</u> (Be as specific as possible)		
<u>Proposed Solution:</u> (Be as specific as possible)		
<u>Response:</u>		
Would you like a response? Yes: _____ No: _____ Supervisors Initials: _____		
Date Received: _____		Response Date: _____
Suggestion forwarded to: _____		Forward Date: _____
Person or Committee responding: _____		Response Date: _____
Reviewed by Safety: _____		Date Reviewed _____ Date Closed: _____

Appendix C- City of Tallahassee Accident/Incident Reporting Form

CITY OF TALLAHASSEE INCIDENT FIELD REPORTING FORM				SA - 731 <small>revised 6/2006</small>
<i>Please submit the form below by email (as an attachment) to HR Safety Forms & copy your dept. safety specialist.</i>				
1. DEPARTMENT/DIVISION NAME: StarMetro		2. COST CENTER: 208201 -		
3. EMPLOYEE(S) INVOLVED: Emp# : Name: Emp# : Name:		4. DAY/DATE/TIME OCCURRED: Wed., 3-9-2011; 11:10 a.m.		
6. LOCATION OF ACCIDENT/INCIDENT:		5. DATE & TIME REPORTED: March 9, 2011; 11:26 a.m.		
		7. PROPERTY WHERE OCCURRED: <input checked="" type="checkbox"/> 1. CITY <input type="checkbox"/> 2. COUNTY <input type="checkbox"/> 3. STATE <input type="checkbox"/> 4. PRIVATE <input type="checkbox"/> 5. OTHER		
WITNESS(ES)/INJURED PERSON(S)/OTHER(S) INVOLVED				MEDICAL INFORMATION
8 A. Name Address Work Phone: Home Phone:		9 Role: - select - Employee? -select - Emp# (if applicable):	10 Driver/Pedestrian/ Other? - select - Comment: Patron	11 Care provided: - select - Specify: 12. Total Days Lost: Estimated Return Date:
<i>Enter information on additional persons involved in spaces below</i>				
PROPERTY DAMAGE				
13. Quantity A. B.	14. Description/Location of Item(s) Damaged:		15. City Unit #	16. Estimated Damage:
INCIDENT/INJURY/DAMAGE DETAILS:				
17. Injury/Damage caused by: Misc - Other Details:		18. Type of injury: OTHER Details:		
19. NARRATIVE OF ACCIDENT (NOTE: - YOU MAY ALSO INCLUDE A DRAWING OF THE ACCIDENT SCENE): P				
SUPERVISORY INVESTIGATION / FOLLOW-UP				
20 Was incident preventable? - select -		21 Was required safety equipment used? - select - Comments: _____		
22 Was applicable safety training received? - select -		Date: ____/____/____ Class: _____		
23 Unsafe Employee Acts: <input type="checkbox"/> Carried or Pushed excessive load <input type="checkbox"/> Took unsafe position/posture <input type="checkbox"/> Pushed instead of pulled <input type="checkbox"/> Disregarded instructions <input type="checkbox"/> Operated w/o authority, licensure or certification <input type="checkbox"/> Performed task without knowledge <input type="checkbox"/> Horseplay or inattention to job <input type="checkbox"/> Failed to use tools/equipment properly <input type="checkbox"/> Failed to use proper/required PPE <input type="checkbox"/> Worked while impaired		24 Unsafe Conditions: <input type="checkbox"/> Blocked or improperly marked exits <input type="checkbox"/> Poor housekeeping (spills, clutter, dirty work areas) <input type="checkbox"/> Congested work/storage area <input type="checkbox"/> Poor design/construction of work area <input type="checkbox"/> Poor/ improper ventilation <input type="checkbox"/> Improper lighting <input type="checkbox"/> Defective or slippery floors <input type="checkbox"/> Improper storage of flammables <input type="checkbox"/> Made safety devices inoperable <input type="checkbox"/> Failed to "safety check" equipment/vehicle before operating <input type="checkbox"/> Failed to secure equipment properly <input type="checkbox"/> Failed to check path <input type="checkbox"/> Disregarded traffic rules (specify: _____) <input type="checkbox"/> Drove carelessly for conditions <input type="checkbox"/> Failed to follow other established process/procedure (specify: _____) <input type="checkbox"/> OTHER (specify: _____) <input checked="" type="checkbox"/> NONE		
25 Supervisory Response - With Employee: <input type="checkbox"/> Oral counseling/redirection <input type="checkbox"/> Scheduled for retraining (specify: _____) <input type="checkbox"/> Referred for post accident drug/alcohol test		<input type="checkbox"/> INVESTIGATION REQUIRED <input type="checkbox"/> DISCIPLINARY ACTIONS TAKEN (specify: _____)		
		26 Supervisory Response - To unsafe conditions: <input type="checkbox"/> Corrected unsafe conditions (specify actions taken: _____) <input type="checkbox"/> Requested Safety Office assistance in identifying solutions <input type="checkbox"/> Notified department management of corrective		

Appendix D – Non-Conformance Corrective Action Plan

<div> Non-Conformance Corrective Action Plan  </div>	
Non-Conformance Report# _____ Corrective Action Plan# _____ Preventive Action Plan# _____	Originator: _____
Current or potential Category: <ul style="list-style-type: none"> <input type="radio"/> StarMetro Performance Goal <input type="radio"/> Quality <input type="radio"/> Environmental Management <input type="radio"/> Safety Management System <input type="radio"/> Quality Performance Management <input type="radio"/> Process/Procedure 	
The issue was identified by: <ul style="list-style-type: none"> <input type="radio"/> Supervisor <input type="radio"/> Safety and Training <input type="radio"/> Safety Committee <input type="radio"/> Management Team <input type="radio"/> Other 	
Description of Non-Conformance/Safety Hazard (Initial Hazard Rating): <div style="height: 80px;"></div>	
Assigned to: _____ Date assigned: _____ Signature: _____ Proposed Completion Date: _____	
Corrective/Preventive Action Plan: (Required for safety hazard) <div style="height: 60px;"></div>	
CAP Approved by: Does corrective action reduce or eliminate exposure to hazard or correct the issue? <div style="height: 60px;"></div>	
_____ Print Name	_____ Signature
_____ Date	

Appendix E - Safety Risk Assessment and Mitigation Register

Identification

StarMetro Safety Risk Assessment Register							
Identification							
	Hazard	Hazard Type	Identification Date	Identification Source	Analysis Date	Worst Possible, Worst Credible, or Most Common Potential Consequence(s)	Existing Mitigation(s)
EXAMPLE	Buses misaligned over pits.	Technical - Maintenance	Date	Employee safety reporting	Date	Bus falling into pit resulting in worker fatality.	1. Training in aligning the bus properly over pit. 2. SOP and rule book provided with training.
EXAMPLE	Near side bus stop in Blue Route at the intersection of First and Main.	Technical - Operational	Date	Inspection report	Date	Car turning right in front and colliding with the bus as the bus pulls out of the stop.	1. Operator training. 2. SOP and rule book provided with training.

Risk Assessment Rating and Mitigation

Initial Safety Risk Rating			Further Mitigation Action	Revised Safety Risk Index		Mitigation Owner and Implementation Date		
Severity of Consequences	Likelihood of Consequences	Safety Risk Index	Further Mitigation Action	Revised Safety Risk Index	Revised Safety Risk Index Date	Department Responsible for Mitigation	Estimated Implementation Date	Contact Person
1 (Catastrophic)	C (Occasional)	1C (Unacceptable under the existing circumstances)	1. Revise SOP and Rulebook to require a second worker to watch and signal for bus placement. 2. Establish speed restrictions moving in and out of shop. 3. Stripe lines around pits with high	1D (Acceptable based upon mitigations)	Date	Bus Vehicle Maintenance	Date	Name
2 (Critical)	B (Probable)	2B (Unacceptable under the existing circumstances)	1. Issue alert bulletin to Blue Line operators. 2. Install an alerting signal at the bus stop.	2C (Acceptable based upon mitigations)	Date	Operations	Date	Name
	B (Probable)	3B (Acceptable based upon mitigations)	N/A	N/A	N/A	N/A	N/A	N/A

1 Safety Risk Mitigation Register								
2 Potential Consequence(s)		Safety Performance Monitoring			Timeframe and Mitigation(s) to be Implemented		Mitigation Monitoring Activities and Responsible Department	
Worst Possible, Worst Credible, or Most Common Potential Consequence(s)	Safety Performance Indicator (SPI)	SPI Value	Safety Performance Target	Timeframe	Mitigations	Monitoring Means	Department Responsible for Monitoring Mitigation Effectiveness	
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000								
Bus falling into pit resulting in worker fatality.	Bus alignment over pit.	[Number] events of bus misalignment over pit per [time unit].	Reduce the number events of bus misalignment over pit per [time unit] by [%] by [date].	180 days	1. Revised SOP and Rulebook to require a second worker to watch and signal for bus 2. Establish speed restrictions moving in and out of shop. 3. Stripe lines around pits	1. Employee safety reporting. 2. Inspections. 3. Workplace observations.	Safety Department	
Car turning right in front and colliding with the bus as the bus pulls out of the stop.	Bus pulling of the stop while a car turns in front.	[Number] events of bus pulling of the stop	Reduce the number events of bus pulling of the stop while a car	120 days	1. Issue alert bulletin to Blue Line operators. 2. Install an alerting signal at the bus stop.	1. Workplace observations. 2. Employee safety reporting.	Safety Department	
Inspection panels in XYZ model buses difficult to access by maintenance personnel.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	

Appendix F- Hazard Analysis Register

A	B	D	F	H	J	L	N	P	R	T
#	Identified Hazard	Hazard Description	Risk before Mitigation Measures			Risk Elimination or Mitigation Measures	Risk After Mitigation Measures			Verification
			Severity	Likelihood	Risk Hazard Index		Severity	Likelihood	Risk Hazard Index	
EXAMPLE	New large cutaways have a blind spot in the right front corner of the vehicles	Cannot see vehicles and pedestrians near the right front corner of the vehicle causing near misses and or possible vehicle and pedestrian strikes.	II	A	High	1. Order a different model of cutaway going forward. 2. Attach blind spot mirrors and/or body cameras to the vehicle to increase visibility and reduce the likelihood of an accident. 3. Provide training to all drivers on proper blind spot avoidance and awareness techniques.	II	C	Medium	1. Instances of near miss, pedestrian strikes, and vehicle strikes in small cutaways are zero for the last year.
1					#11/A				#11/A	
2					#11/A				#11/A	
3					#11/A				#11/A	
4					#11/A				#11/A	
5					#11/A				#11/A	
6					#11/A				#11/A	
7					#11/A				#11/A	
8					#11/A				#11/A	
9					#11/A				#11/A	
10					#11/A				#11/A	
11					#11/A				#11/A	
12					#11/A				#11/A	
13					#11/A				#11/A	
14					#11/A				#11/A	
15					#11/A				#11/A	
16					#11/A				#11/A	

PUBLIC TRANSIT

Safety Performance

ATTACHMENT 3



MAP-21 Performance Management

March 2021

OVERVIEW

The Federal Transit Administration (FTA) has established requirements through 49 CFR 673 for Public Transportation Agency Safety Plans (PTASP) and related performance measures as authorized by the Moving Ahead for Progress in the 21st Century Act (MAP-21). This rule requires certain operators of public transportation systems that receive federal financial assistance under 49 U.S.C. Chapter 53 to develop and implement PTASP based on a Safety Management Systems (SMS) approach. Development and implementation of agency safety plans will help ensure that public transportation systems are safe nationwide. This fact sheet summarizes the requirements of this rule and the responsibilities of Florida's transit providers and Metropolitan Planning Organizations (MPOs) in implementing the rule.

PUBLIC TRANSPORTATION AGENCY SAFETY PLANS (PTASP)

Federal Rule Applicability

RECIPIENTS AND SUB-RECIPIENTS OF FTA 5307 FUNDS	FTA is deferring applicability for operators that only receive 5310 and/or 5311 funds.
SMALL PUBLIC TRANSPORTATION PROVIDERS (5307S)	Agencies: a) without rail; and b) with fewer than 101 revenue vehicles in operation during peak service may complete their own plan or have their plan drafted or certified by their state DOT.

PUBLIC TRANSPORTATION SAFETY PERFORMANCE MEASURES

FATALITIES

Total number of reportable fatalities and rate per total vehicle revenue miles by mode.



INJURIES

Total number of reportable injuries and rate per total vehicle revenue miles by mode.

SAFETY EVENTS

Total number of reportable events and rate per total vehicle revenue miles by mode.



SYSTEM RELIABILITY

Mean distance between major mechanical failures by mode.

TIMELINE

BY JULY 20, 2021

Transit providers must have in place a Public Transportation Agency Safety Plan that meets federal requirements and must have established transit safety targets. After this date, transit providers must update transit safety targets annually.

AFTER JULY 20, 2021

Update or amendments to the LRTP and TIP after this date must be developed according to the Transit Safety Rule.

WITHIN 180 DAYS AFTER DATE OF TRANSIT PROVIDER ACTION

Safety targets must be established by MPOs.

WITH TIP OR LRTP UPDATE

MPOs may choose to update targets for their planning area.

- Transit Providers
- MPOs

2021 2022 2023 2024

PTASP CERTIFICATION AND REVIEW

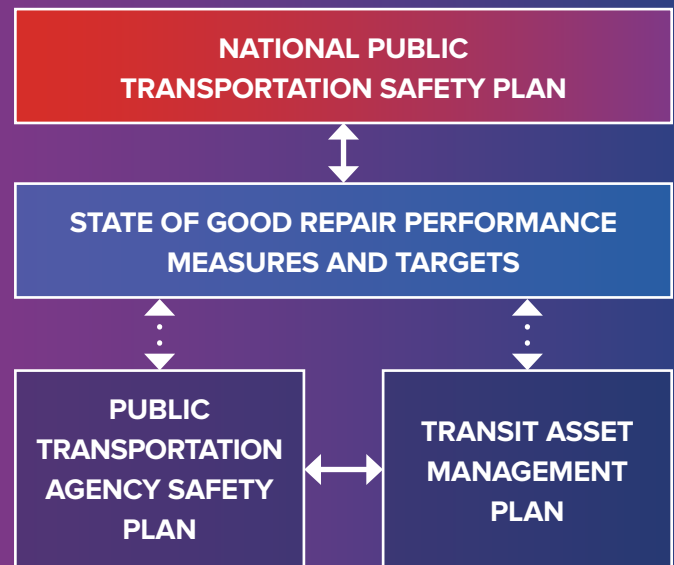
RELATIONSHIP OF PTASP TO FLORIDA REQUIREMENTS

Florida requires each Section 5307 and/or 5311 transit provider to have an adopted System Safety Program Plan (SSPP) (Chapter 14-90, Florida Administrative Code). The FTA PTASP rule and Florida's SSPP requirements are similar, but have some differences. Because Section 5307 providers in Florida must already have a SSPP, FDOT recommends that transit agencies revise their existing SSPPs to be compliant with the new FTA PTASP requirements.

FDOT has issued guidance to providers to assist them with revising existing SSPPs to be compliant with the FTA requirements.

While the PTASP rule requires transit providers to establish safety performance targets, the SSPP does not.

PTASP RELATIONSHIP TO OTHER FEDERALLY REQUIRED PLANS AND PRODUCTS



REQUIREMENTS

COORDINATION WITH METROPOLITAN, STATEWIDE, AND NON-METROPOLITAN PLANNING PROCESSES

- » Public transit providers will coordinate with FDOT and affected MPOs in the selection of transit safety performance targets.
- » Providers will give written notice to the MPO(s) and FDOT when the provider establishes transit safety targets. This notice will provide the established targets and the date of establishment.
- » MPOs that establish their own transit safety targets will coordinate with the public transit provider(s) and FDOT in the selection of transit safety performance targets. The MPOs will give written notice to the public transit providers and FDOT when the MPO establishes its own transit safety targets.
- » MPOs that agree to support a public transit provider's safety targets will provide FDOT and the public transit providers documentation that the MPO agrees to do so.
- » Public transit providers that annually draft and certify a PTASP must make the PTASP and underlying safety performance data available to FDOT and the MPOs to aid in the planning process.
- » Public transit providers will update the PTASP and establish transit safety targets annually. MPOs are not required to establish transit safety targets annually. Instead, subsequent MPO transit safety targets must be established when the MPO updates the TIP or LRTP.
- » If two or more providers operate in an MPO planning area and establish different safety targets for a measure, the MPO may establish a single target for the MPO planning area or establish a set of targets for the MPO planning area that reflect the differing transit provider targets.

FOR MORE INFORMATION PLEASE CONTACT

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Florida Department of Transportation Office of Policy Planning
Scott.Philips@dot.state.fl.us | (850) 414-4801

May 18, 2021



AGENDA ITEM 6 B

CRTPA FISCAL YEAR (FY) 2023 – FY 2027 TRANSPORTATION ALTERNATIVES PROJECT PRIORITY LIST

TYPE OF ITEM: Action

STATEMENT OF ISSUE

Staff is seeking approval of the CRTPA FY 2023 – FY 2027 CRTPA Transportation Alternatives (TA) Project Priority Project List (PPL), provided as ***Attachment 1***.

CRTPA COMMITTEE ACTIONS

The CRTPA's two (2) committees (Citizen's Multimodal Advisory Committee and Technical Advisory Committee) recommended the CRTPA approve the TA Project Priority List at their May 4, 2021 meetings.

RECOMMENDED ACTION

Option 1: Adopt the CRTPA FY 2023 – FY 2027 Transportation Alternatives Project Priority List.

BACKGROUND

The CRTPA annually adopts project priority lists that identify the ranked order of projects for which the agency is seeking transportation funding. Once adopted, the lists are provided to the Florida Department of Transportation as that agency develops the Annual Work Program. One of these lists, the Transportation Alternatives PPL, is proposed for adoption at today's meeting and contains projects that were solicited and reviewed as part of the CRTPA Transportation Alternatives Program (TAP).

The CRTPA TAP was established in 2013 subsequent to the creation of the Transportation Alternatives Program associated with the July 6, 2012 signing of P.L. 112-141, the Moving Ahead for Progress in the 21st Century Act (MAP-21) by President Obama.

Transportation Alternatives are federally funded programs and projects, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public

transportation and enhanced mobility, community improvement activities, and environmental mitigation; recreational trail program projects; safe routes to school projects; and projects for the planning, design or construction of boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

Fifty percent (50%) of the TA funding received by each state is to be distributed by population. For those Metropolitan Planning Organizations with a population greater than 200,000 (which includes the CRTPA), the agency must run the competitive grant process, necessitating the creation of the CRTPA TAP.

The CRTPA receives approximately \$310,000 annually in TA funding explicitly dedicated to the CRTPA region. In addition, other TA funding is available for placement on TA projects within the CRTPA region at the discretion of the Florida Department of Transportation.

Consistent with CRTPA Board direction, solicitation of new TA projects occurs biennially. As a result, this year's Draft TA PPL reflects those projects that were submitted associated with the 2020 TAP cycle (i.e. projects that were first placed on last year's FY 2022 – FY 2026 TA PPL) and, as such, does not reflect new projects.

The Latest

The Draft FY 2023 – FY 2027 Transportation Alternatives PPL contains projects that were included in last year's TA PPL with the exception of the following two (2) changes from last year's adopted TA PPL:

- **Project Removal:** US 90 Sidewalk Project (Chalk Street to Strong Road, sponsor: City of Quincy) – Last year's number one ranked project removed from list due to receiving full funding in the most recent FDOT Work Program (Construction funding in FYs 24 & 25) .
- **Project Removal:** N. Gadsden Street Sidewalk Enhancement Project (Sixth Avenue to Eighth Avenue, sponsor: Leon County)- Last year's number three ranked project has been removed to the project's anticipated construction beginning in 2021 per information provided by the project sponsor.

As a result, the Draft FY 2023 – FY 2027 TA PPL has been revised to reflect removal of the above two projects from the list with the other projects moving up on the list in the same priority order as reflected previously.

Note: More information on each project may be found on the CRTPA's TA webpage ([Link to CRTPA TA Information Page](#)) with the applications located at the bottom of the page.

CRTPA Transportation Alternatives Program Process

Guiding the CRTPA TAP is the CRTPA TAP Subcommittee. The subcommittee, comprised of 6 members (3 from the CRTPA's Citizen's Multimodal Advisory Committee (CMAC) and 3 from the Technical Advisory Committee (TAC)), most recently reviewed and recommended a ranking of the TA applications that were received by the CRTPA by March 6, 2020.

Project Ranking Process

The received applications on the draft project priority project list were reviewed and ranked based upon the adopted CRTPA's TAP Evaluation Criteria (approved at the January 21, 2020 CRTPA meeting), as follows:

ADOPTED CRITERIA

CRTPA TRANSPORTATION ALTERNATIVES EVALUATION CRITERIA*		MAXIMUM POINTS
1	SAFETY (Describe how the project will improve public safety for all transportation users)	20
2	CONNECTIVITY (Describe how the project facilitates or improves multimodal linkages)	20
3	ACCESSIBILITY (Describe how the project contributes to enhanced mobility options for transp. disadvantaged)	20
4	PUBLIC BENEFIT (Describe how the project improves the public travel experience and travel options)	20
5	PROJECT CONSTRUCTABILITY (Describe the project's constructibility related to environmental considerations, etc.)	10
6	REGIONAL PLAN (Describe how the project relates to the adopted plans of the region)	5
7	COMMUNITY SUPPORT	5
Maximum Total Points		100

PUBLIC INVOLVEMENT

A virtual public meeting to present the DRAFT FY 2023 – FY 2027 TA Project Priority List was conducted on April 28 in which staff provided a discussion of the CRTPA TA Program, the draft TA PPL and answered general questions provided by the meeting attendees.

NEXT STEPS

Subsequent to adoption of the CRTPA FY 2023 – FY 2027 TA PPL, the list will be provided to the FDOT for consideration in the development of the FY 2023 – FY 2027 Tentative Work Program, scheduled to be presented to the CRTPA Board in late 2021.

RECOMMENDED ACTION

Option 1: Adopt the CRTPA FY 2023 – FY 2027 Transportation Alternatives (TA) Project Priority List.
(Recommended)

Option 2: CRTPA Board Discretion.

ATTACHMENT

Attachment 1: DRAFT FY 2023 – FY 2027 TA Project Priority List

ATTACHMENT 1

Capital Region Transportation Planning Agency
DRAFT Transportation Alternatives Project Priority List
 Fiscal Year (FY) 2023 - FY 2027

Priority	Project Name	Limits	Funding Sought	Phase
1	Spring Creek Highway Paved Off Road Bike Path Sponsor: Wakulla County	Dr. Martin Luther King, Jr. Road to CR 61 (Shadeville Highway) (1.77 miles)	\$733,716	Seeking Design, Construction & CEI
2	Dr. MLK, Jr. Memorial Road Paved Off Road Bike Path Sponsor: Wakulla County	US 319 to CR 365 (Spring Creek Highway) (4.17 miles)	\$1,500,237	Seeking Design, Construction & CEI
3	St. Hebron Road Sidewalk Project Sponsor: Gadsden County	(St Hebron Road: Pt. Milligan Road to Fontana Trail) (Fontana Trail: Fontana Trail to St. Hebron Park) (2.16 miles)	\$3, 130,726	Seeking Design, Construction & CEI

NOTE: The following fully funded project is not yet constructed and is retained on the list until all programmed funding is within the first three (3) years of the Transportation Improvement Program:

Project Name	Limits	Years Funded & Phase	Amount
US 90 Sidewalk Project (WPI #4484511) Sponsor: City of Quincy	Chalk Street to Strong Road (1.06 miles)	FY 24 - Construction FY 25 - Construction	\$476,000 \$480,000

May 18, 2021



AGENDA ITEM 7

FLORIDA DEPARTMENT OF TRANSPORTATION REPORT

TYPE OF ITEM: Information

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

May 18, 2021



AGENDA ITEM 8

EXECUTIVE DIRECTOR'S REPORT

TYPE OF ITEM: Information

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



May 18, 2021

AGENDA ITEM 9 A

FUTURE MEETINGS

TYPE OF ITEM: CRTPA Information

Meeting Date	Meeting Type	Location
June 15	Board Meeting	City of Tallahassee, City Hall, Commission Chambers, 2 nd Floor, 1:30 pm – 4:00 pm
September 21	Board Meeting	City of Tallahassee, City Hall, Commission Chambers, 2 nd Floor, 1:30 pm – 4:00 pm
October 19	Retreat/Workshop	City of Tallahassee, City Hall, Commission Chambers, 9:00 am-1:00 pm
November 16	Board Meeting	City of Tallahassee, City Hall, Commission Chambers, 2 nd Floor, 1:30 pm – 4:00 pm
December 21	Board Meeting	City of Tallahassee, City Hall, Commission Chambers, 2 nd Floor, 1:30 pm – 4:00 pm



AGENDA ITEM 9 B

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

TYPE OF ITEM: CRTPA Information

STATEMENT OF ISSUE

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

TAC and CMAC: The committees each met on May 4, 2021, and took action on the following:

- ***Minutes of the October 6, November 3, 2020 and February 2, 2021 Committee Meeting***
 - **TAC Action:** Recommended approval.
 - **CMAC Action:** Recommended approval of the February 2, 2021 minutes (October 6 and November 3, 2020 minutes were approved at the February 2, 2021 meeting).
- ***Technical Advisory Committee Election of Chair and Vice-Chair***
 - **TAC Action:** Committee voted Ms. Diane Quigley, Chair and Ms. Andrea Rosser, Vice-Chair
 - **CMAC Action:** Committee voted on this item at the February 2, 2021 meeting.
- ***StarMetro Public Transportation Agency Safety Plan (PTSAP)***
 - **TAC Action:** Recommended approval.
 - **CMAC Action:** Recommended approval.
- ***Draft Transportation Alternatives (TA) Project Priority List***
 - **TAC Action:** Recommended approval.
 - **CMAC Action:** Recommended approval.



May 18, 2021

AGENDA ITEM 9 C

CRTPA PROJECT UPDATE

TYPE OF ITEM: CRTPA Information

STATEMENT OF ISSUE

The following page provides an update on CRTPA Projects.



CRTPA PROJECT UPDATE

US 90 Trail Feasibility Study

- Began in the late 2019.
- Evaluating the feasibility of connecting Tallahassee to Monticello through the construction of a multi-use trail.
- WFSU News story on project ([September 2020](#)).
- Outreach efforts have included meetings with the Lafayette Oaks, The Vineyards neighborhood association and Hilltop County Store.
- Virtual public meeting room opened April 6 to May 7, 2021. Two (2) live Q&A sessions conducted (April 8 and April 12).

Thomasville Road Multi-Use Path Feasibility Study

- Began in October 2019.
- Evaluating the feasibility of constructing a paved 12-foot multi-use path on Thomasville Road between Betton Road and Metropolitan Boulevard.
- Public Engagement began in January 2021.
- To date, virtual meetings have been held with corridor stakeholders.
- Virtual public meeting room opened April 27 to May 25, 2021.

Stadium Drive/Gaines Street/Lake Bradford Road Intersection Operational Analysis

- Scheduled to begin in Spring 2021.
- Intersection operational evaluation with coordination between FSU, the City of Tallahassee and the Blueprint Intergovernmental Agency.

Roads and Trails

Capital Circle, SW (Orange Avenue to Springhill Road)

- Widen to six lanes.
- Construction Scheduled for FY 2022 (\$58M).

Capital Circle, SW (Springhill Road to Crawfordville Road)

- Widen to six lanes.
- Project deleted from Draft FY 22 – 26 Work Program

[Crawfordville Road \(SR 267 to Leon County Line\)](#)

- Widen to four lanes.
- Under construction (beginning June 26, 2018).
- 928 of 1086 days used (85.45% completed).

[Crawfordville Road \(East Ivan Road to SR 267\)](#)

- Widen to four lanes.
- Under construction (beginning April 16, 2020)
- 277 of 1351 days used (20.50% completed)

[Coastal Trail \(Surf Road to Tower Road\)](#)

- Under construction (beginning January 6, 2020).
- 370 of 479 days used (77.24% completed).

[Coastal Trail \(Tower Road to Crawfordville Road\)](#)

- Design – Completed.
- Construction scheduled for FY 21 (\$7.8M).

[Coastal Trail \(St. Marks Trail to Lighthouse Road\)](#)

- Design – Completed.
- No right of way needed.
- Construction in Draft Work Program for FY 24 (\$3.6M).

[Monticello Bike Trail Extension](#)

- Initiated in October 2018.
- Determining location of potential linkage between Jefferson County Middle/High School and existing trail.
- Project accepted by the CRTPA Board at their [September 2019](#) meeting.
- Project Development and Environment (PD&E) Study funded in FY 21; design funded in FY 23.

Completed Projects

[Connections 2045 Regional Mobility Plan](#)

- Project Initiated at the [June 2019](#) CRTPA Board meeting.
- Update to the [Connections 2040 RMP](#).
- Adopted by CRTPA Board at their [November 2020](#) meeting.

[Midtown Phase II](#)

- Initiated in February 2019.
- Phase focuses on public involvement to obtain input on the transportation needs in Midtown.
- Kick-off at [March 2019](#) CRTPA Meeting.
- Approved by the CRTPA Board at their [October 2020](#) meeting.
- FDOT installation of 3 rapid rectangular flashing beacons completed May 2021.

Tallahassee-Leon County Bicycle and Pedestrian Master Plan (BPMP)

- Initiated in February 2018.
- Updated the 2004 BPMP.
- Approved by the CRTPA Board at their [June 2020](#) meeting.

US 27/Downtown Havana Assessment

- Project initiated in December 2018.
- Evaluating “road diet” opportunity in Havana along US 27 between 5th Avenue and 9th Avenue.
- Coordination with the Town of Havana and Florida Department of Transportation.
- Adopted by the CRTPA Board at their [February 2020](#) meeting.

Southwest Area Transportation Plan

- The Study Began in October 2017
- Orange Avenue Recommendations Report completed ([April 2019](#) CRTPA meeting).
- Final Corridor Reports ([South Lake Bradford Road](#), [Lake Bradford Road](#), and [Springhill Road](#).) accepted by the CRTPA Board at their [September 2019](#) meeting.

Pensacola Street (Capital Circle, SW to Appleyard Drive)

- Initiated in January 2018.
- Operational Analysis to determine capacity constraints and opportunities.
- Presented at [February 2019](#) CRTPA meeting.
- Prepared for incorporation into 2045 LRTP.

Tharpe Street (Capital Circle, NW to Ocala Road)

- Initiated in January 2018.
- Operational Analysis to determine capacity constraints and opportunities.
- Presented at [February 2019](#) CRTPA meeting.
- Forwarded to Blueprint Intergovernmental Agency.



May 18, 2021

AGENDA ITEM 10

ITEMS FROM MEMBERS