

May 21, 2024



AGENDA ITEM 7 B

CRTPA Fiscal Years (FYs) 2024/25-2025/26 Unified Planning Work Program

TYPE OF ITEM: Action

STATEMENT OF ISSUE

Staff is seeking adoption of Resolution No. 2024-05-4B (**Attachment 1**) approving the CRTPA's Unified Planning Work Program (UPWP) for Fiscal Years (FYs) 2024/25-2025/26 (**Attachment 2**) and the Consolidated Planning Grant Agreement (CPGA) (**Attachment 3**) with the Florida Department of Transportation (FDOT) (pending final legal review). The FYs 2024/25-2025/26 UPWP may be viewed on the [CRTPA's website](#).

CRTPA COMMITTEE ACTIONS

The Technical Advisory Committee (TAC) and Citizens Multimodal Advisory Committee met on May 7, 2024 and recommended the Board approve the FYs 2024/25-2025/26 UPWP.

BACKGROUND

The UPWP describes the planning tasks and activities to be carried out by the CRTPA. Additionally, the work plan sets forth the schedule for completion of tasks, the budget and funding source, who will perform the work and the final product or deliverable. At the March 18, 2024 CRTPA Meeting the draft FYs 2024/25-2025/26 UPWP was presented to the Board and submitted for review to FDOT, the Federal Highway Administration and Federal Transit Administration. Subsequently, the UPWP was revised in response to the agencies' comments and is presented for final consideration and approval. **Attachment 4** details the revisions in response to the agencies' comments. This attachment also highlights additional changes to align the work program and budget. Staff met with Federal Highway to discuss the agency comments and the CRTPA's responses. As revised, the FYs 2024/25-2025/26 UPWP addresses the agency's concerns.

NEXT STEPS

After CRTPA Board adoption of the UPWP, staff will transmit the document to state and federal review agencies. Following the final review, the CRTPA Contract No. G2U25, between the FDOT and the CRTPA, will be executed.

OPTIONS

Option 1: Adopt Resolution No. 2024-05-4B approving the CRTPA’s Unified Planning Work Program (UPWP) for Fiscal Years (FYs) 2024/25-2025/26 and the Consolidated Planning Grant Agreement with the Florida Department of Transportation (pending final legal review).

Option 2: CRTPA Board Discretion.

ATTACHMENT

Attachment 1: Resolution 2024-05-4B

Attachment 2: [CRTPA UPWP for FY 2024/25 - 2025/26](#)

Attachment 3: Consolidated Planning Grant Agreement Contract G2U25

Attachment 4: CRTPA Response to Agency Comments

Resolution 2024-05-4C

A RESOLUTION APPROVING THE FISCAL YEAR (FY) 2024/25 – FY 2025/26 UNIFIED PLANNING WORK PROGRAM FOR THE CAPITAL REGION TRANSPORTATION PLANNING AGENCY (CRTPA); AUTHORIZING THE CHARIMAN TO EXECUTE ALL REQUIRED FORMS AND ASSURANCES; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL SUBSEQUENT GRANT APPLICATIONS, AND INVOICES.

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

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

Whereas, the CRTPA prepared and submitted a FY 2024/25 and FY 2025/26 Unified Planning Work Program; and

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

Whereas, minor adjustments were made along with textual clarifications and project details in response to reviewing agencies’ comments; and,

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

NOW THEREFORE BE IT RESOLVED that the CRTPA:

1. Adopts the Final Unified Planning Work Program for FY 2024/25 and FY 2025/26; and
2. Authorizes the Chairman to execute all required forms and assurances; and
3. Authorizes the CRTPA Executive Director to file and execute all related grant applications and invoices for the Unified Planning Work Program.

DONE, ORDERED, AND ADOPTED THIS 21st DAY OF MAY 2024

CAPITAL REGION TRANSPORTATION PLANNING AGENCY

Quincee Messersmith, Chair

ATTEST: _____
Greg Slay, Executive Director



UNIFIED PLANNING WORK PROGRAM

Effective Date: July 1, 2024—June 30, 2026

Adopted May 21, 2024
Amended

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

*Federal Aid ID Nos. 0220 062 M
FDOT Financial Project Numbers:
439323-5-1-01 (PL), -02 (SU), -03 (CM)*

*Code of Federal Domestic Assistance Numbers
20.205 - Highway Planning and Construction*

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

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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FDOT/METROPOLITAN PLANNING ORGANIZATION AGREEMENT

525-010-02
 POLICY PLANNING
 OGC – 01/24
 Page 1 of 16

Financial Project No.: <u>439322-5-14-01, 439322-5-14-02,</u> <u>439322-5-14-03</u> (item segment phase sequence) Contract No.: <u>G2U25</u>	Fund: <u>PL SU CM</u> Function: <u>615, 215</u> Federal Award Identification No. (FAIN): <u>0220-062-M</u> MPO SAM No.: <u>HS3PRJ2R6X93</u>	FLAIR Approp.: <u>088854</u> FLAIR Obj.: <u>780000</u> Org. Code: <u>55032010330</u> Vendor No.: <u>F596000435134</u>
CFDA Number & Title: <u>20.205</u>		

THIS FDOT/METROPOLITAN PLANNING ORGANIZATION AGREEMENT (Agreement) is made and entered into on this _____ day of May 2024, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION (Department), an agency of the State of Florida, whose address is Office of the District Secretary, Highway 90, Chipley, FL 32428-0607 and the Capital Region Transportation Planning Agency (MPO), whose address is 300 South Adams Street, A-19, Tallahassee, FL 32301, and whose System for Award Management (SAM) Number is: HS3PRJ2R6X93 (collectively the "parties").

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

- 1. Authority:** The MPO and the Department have authority to enter into this Agreement pursuant to 23 U.S.C. 134, 23 Code of Federal Regulations (CFR or C.F.R.) §450 and Section 339.175, Florida Statutes (F.S.), which, require the Department and the MPO to clearly identify the responsibilities for cooperatively carrying out the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) components of the Metropolitan Planning Process and accomplish the transportation planning requirements of state and federal law.
- 2. Purpose of the Agreement:** The purpose of this Agreement is to pass financial assistance through the Department in the form of FHWA funds to the MPO for the completion of transportation related planning activities set forth in the Unified Planning Work Program (UPWP) of the MPO (Project), state the terms and conditions upon which FHWA funds will be provided, and set forth the manner in which work tasks and subtasks within the UPWP will be undertaken and completed. The Project is more fully described in the UPWP, which is attached and incorporated into this Agreement as Exhibit "A".
- 3. Consolidated Planning Grant (CPG):** The Department is electing to participate in the Consolidated Planning Grant (CPG) program starting with the State fiscal year (FY) 22/23 – 23/24 two-year UPWP cycle. The Department is selecting FHWA to serve as the CPG lead grant agency in accordance with FTA Circular 8100.D. Under the CPG, the FTA and FHWA annually deliver lump sum appropriations to the Department to allocate to MPOs for the metropolitan planning activities. The federal funds are delivered to the Department in the form of FTA 5305(d) and FHWA planning (PL). The Department will utilize the CPG to combine the FTA 5305(d) and FHWA PL MPO allocations into a single grant that is administered by FHWA. The Department calculates annual MPO funding allocations using the approved FTA 5305(d) and FHWA allocation formulas.
- 4. Scope of Work:** The UPWP, Exhibit "A", constitutes the Scope of Work for this Agreement.
- 5. Project Cost:** The total budgetary ceiling for the Project is \$3,607,216.00. The budget, including tasks, is summarized below and detailed in the UPWP, Exhibit "A". The budget may be modified by mutual agreement as provided for in paragraph 9, Amendments.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FDOT/METROPOLITAN PLANNING ORGANIZATION AGREEMENT

FINANCIAL PROJECT NO.	AMOUNT
439322-5-14-01(PL)	\$1,882,966.00
439322-5-14-02 (SU)	\$1,274,250.00
439322-5-14-03(CMAQ)	\$ 450,000.00

6. **Non-federal Share:** PL & Surface Transportation Block Grant (STBG) Funds (FHWA Section 112): The Department uses the U.S. Department of Transportation sliding scale federal/non-federal match ratio for metropolitan planning funds. This ratio is 81.93 percent federal and 18.07 percent non-federal. It is the policy of the Department to fulfill the non-federal share or “soft match” with toll credits as authorized by Title 23 U.S.C. § 120 conditional on funding availability. The MPO must identify and describe the soft match in its 2-year UPWP introduction and show the total amount of toll credits used to match the FHWA funds in the UPWP Summary Budget Tables.

7. **Term of Agreement:** This Agreement shall have a term of two (2) years. This Agreement shall begin on the later of July 1, 2024 or the date the Agreement is fully executed, whichever is later, and expire on June 30, 2026. If the Agreement is fully executed after July 1, 2024, then the term of the Agreement shall be less than two (2) years and the Agreement shall expire on June 30, 2026. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

8. **Renewals and Extensions:** This Agreement shall not be renewed or extended.

9. **Amendments:** Amendments may be made during the term of this Agreement. Any Amendment must be in writing and signed by both parties with the same formalities as the original Agreement.
 - A. **Amendments and Modifications to the UPWP:** Revisions to the UPWP require an Amendment or Modification. Revisions may be budgetary and/or programmatic; and may be major or minor in scale. Minor UPWP revisions are processed by the MPO as a Modification, whereas more significant or major UPWP revisions are processed by the MPO as an Amendment. A significant change is defined as a change to the UPWP that alters the original intent of the Project or the intended Project outcome. MPO’s shall process UPWP Modifications or Amendments as needed.

The following section further clarifies the actions necessitating UPWP Amendments and Modifications, which are thereby defined as significant changes.

i. Amendments to the UPWP

UPWP Amendments are required for the following actions per 2 CFR 200.308 and 49 CFR 18.30:

- a. Any revision resulting in the need to increase the UPWP budget ceiling by adding new funding or reducing overall approved funding;
- b. Adding new or deleting tasks/subtasks;
- c. Change in the scope or objective of the program/task even if there is no associated budget revision (this also applies to when a task scope changes);
- d. A transfer between tasks/sub-tasks that exceeds a combined amount equal or greater than \$100,000 OR 10% of the total budget, whichever is more restrictive;
- e. Reducing the budget of a task/sub-task more than 50 percent, or to the point a task/sub-task could not be accomplished as it was originally approved;
- f. Change in key person*;
- g. Extending the period of performance past the approved work program period (i.e., no-cost time extension);
- h. Sub awarding, transferring, or contracting out any of the activities in the UPWP;
- i. The disengagement from a project for more than 3 months, or a 25 percent reduction in time devoted to the project by the approved project director or principal investigator,
- j. The inclusion of costs that require prior approval (e.g. capital and equipment purchases \$5,000 and above per unit cost).

ii. Modifications to the UPWP

UPWP changes that do not fall into the above categories may be processed as a Modification.

* A key person is specified in the application or federal award. For the UPWP, the key person is the MPO’s staff director.

- iii. If the MPO makes a modification to the UPWP budget, then the MPO shall immediately send any such modifications to the Department. Amendments to the UPWP must be approved by FHWA. Proposed amendments to the UPWP shall be filed with the Department. Within a reasonable amount of time, the Department shall review and transmit the proposed UPWP amendment and supporting documents to the FHWA with a recommendation for approval or denial. Transmittal of the proposed UPWP amendment and supporting documents to FHWA may be delayed by the Department due to the MPO failing to include all documentation required for the UPWP Amendment. The Department shall immediately forward to the MPO all correspondence that the Department receives from FHWA regarding the proposed UPWP amendment. If FHWA approves the amendment to the UPWP then this Agreement and supporting documentation must be amended immediately following such approval.

10. General Requirements:

- A. The MPO shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, the Interlocal Agreement establishing the MPO, and all applicable laws.
- B. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the MPO in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in Project costs in part or in total. Any determination by the Department made pursuant to this section of the Agreement is subject to the conflict and dispute resolution process set forth in Section 15 of this Agreement.
- C. The MPO's financial management system must comply with the requirements set forth in 2 CFR §200.302, specifically:
 - i. Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received.
 - ii. Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in §§200.327 Financial reporting and 200.328 Monitoring and reporting program performance.
 - iii. Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
 - iv. Effective control over, and accountability for, all funds, property, and other assets.
 - v. Comparison of expenditures with budget amounts for each Federal award.
 - vi. Written procedures to implement the requirements of §200.305 Payment.
 - vii. Written procedures for determining the allowability of costs in accordance with Subpart E—Cost Principles of this part and the terms and conditions of the Federal award.

11. Compensation and Payment:

- A. The Department shall reimburse the MPO for costs incurred to perform services satisfactorily during a monthly or quarterly period in accordance with Scope of Work, Exhibit "A". Reimbursement is limited to the maximum amount authorized by the Department. The MPO shall submit a request for reimbursement to the Department on a quarterly or monthly basis. Requests for reimbursement by the MPO shall include an invoice, an itemized expenditure report, and progress report for the period of services being billed that are acceptable to the Department. The MPO shall use the format for the invoice, itemized expenditure report and progress report that is approved by the Department. The MPO shall provide any other data required by FHWA or the Department to justify and support the payment requested.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FDOT/METROPOLITAN PLANNING ORGANIZATION AGREEMENT

- B.** Pursuant to Section 287.058, Florida Statutes, the MPO shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described in Exhibit “A”.
- C.** Invoices shall be submitted by the MPO in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit “A”. Deliverables must be received and accepted in writing by the Department’s Grant Manager prior to payments.
- D.** The Department will honor requests for reimbursement to the MPO for eligible costs in the amount of FHWA funds approved for reimbursement in the UPWP and made available by FHWA. The Department may suspend or terminate payment for that portion of the Project which FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid. Regarding eligible costs, whichever requirement is stricter between federal and State of Florida requirements shall control. Any determination by the Department made pursuant to this section of the Agreement is subject to the conflict and dispute resolution process set forth in Section 15 of this Agreement.
- E.** Supporting documentation must establish that the deliverables were received and accepted in writing by the MPO and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in the UPWP, Exhibit “A”, was met. All costs charged to the Project, including any approved services contributed by the MPO or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges. See Exhibit “D” for Contract Payment Requirements.
- F.** Bills for travel expenses specifically authorized in this Agreement shall be documented on the Department’s Contractor Travel Form No. 300-000-06 or on a form that was previously submitted to the Department’s Comptroller and approved by the Department of Financial Services. Bills for travel expenses specifically authorized in this Agreement will be paid in accordance with Section 112.061 Florida Statutes.
- G.** Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the MPO fails to meet minimum performance levels, the Department shall notify the MPO of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The MPO shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the MPO will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the MPO shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the MPO resolves the deficiency. If the deficiency is subsequently resolved, the MPO may bill the Department for the retained amount during the next billing period. If the MPO is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement’s term.
- H.** An invoice submitted to the Department involving the expenditure of metropolitan planning funds (“PL funds”) is required by Federal law to be reviewed by the Department and issued a payment by the Department of Financial Services within 15 business days of receipt by the Department for review. If the invoice is not complete or lacks information necessary for processing, it will be returned to the MPO, and the 15-business day timeframe for processing will start over upon receipt of the resubmitted invoice by the Department. If there is a case of a bona fide dispute, the invoice recorded in the financial system of the Department shall contain a statement of the dispute and authorize payment only in the amount not disputed. If an item is disputed and is not paid, a separate invoice could be submitted requesting reimbursement, or the disputed item/amount could be included/added to a subsequent invoice.
- I.** Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon

request. Records of costs incurred include the MPO's general accounting records and the Project records, together with supporting documents and records, of the consultant and all subconsultants performing work on the Project, and all other records of the Consultants and subconsultants considered necessary by the Department for a proper audit of costs.

- J. The MPO must timely submit invoices and documents necessary for the close out of the Project. Within 90 days of the expiration or termination of the grant of FHWA funds for the UPWP, the MPO shall submit the final invoice and all financial, performance, and related reports consistent with 2 CFR §200.
- K. The Department's performance and obligation to pay under this Agreement is also contingent upon FHWA making funds available and approving the expenditure of such funds.
- L. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

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

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

Any determination by the Department made pursuant to this section of the Agreement is subject to the conflict and dispute resolution process set forth in Section 15 of this Agreement.

- N. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the MPO owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department. Any determination by the Department made pursuant to this section of the Agreement is subject to the conflict and dispute resolution process set forth in Section 16 of this Agreement.
- O. **Indirect Costs:** A state or federally approved indirect cost rate may be applied to the Agreement. If the MPO does not have a federally approved indirect cost rate, a rate up to the de minimis indirect cost rate of

10% of modified total direct costs may be applied. The MPO may opt to request no indirect cost rate, even if it has a federally approved indirect cost rate.

12. Procurement and Contracts of the MPO:

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

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

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

that fiscal year. However, the MPO must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the MPO's audit period for each applicable audit year. In the event the MPO expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the MPO's resources obtained from other than Federal entities).

- iv. The MPO must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the MPO's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the MPO fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 1. Temporarily withhold cash payments pending correction of the deficiency by the MPO or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the MPO shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the MPO's records including financial statements, the independent auditor's working papers and Project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

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

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

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

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

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

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

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

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

The conflict and dispute resolution process set forth in Section 16 of this Agreement shall not delay or stop the Parties' rights to terminate the Agreement.

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

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

16. Conflict and Dispute Resolution Process: This section shall apply to conflicts and disputes relating to matters subject to this Agreement, or conflicts arising from the performance of this Agreement. If possible, the parties shall attempt to resolve any dispute or conflict within thirty (30) days of a determination of a dispute or conflict. This section shall not delay or stop the Parties' rights to terminate the Agreement. In addition, notwithstanding that a conflict or dispute may be pending resolution, this section shall not delay or stop the Department from performing the following actions pursuant to its rights under this Agreement: deny payments; disallow costs; deduct the value of ineligible work from subsequent reimbursement requests, or; offset pursuant to Section 11.N of this Agreement.

- A. **Initial Resolution:** The affected parties to this Agreement shall, at a minimum, ensure the attempted early resolution of conflicts relating to such matters. Early resolution shall be handled by direct discussion between the following officials: for the Department - the Intermodal Systems Development Manager; and for the MPO - the Staff Director.

- B. Resolution by Senior Agency Official:** If the conflict remains unresolved, the conflict shall be resolved by the following officials: for the Department - the District Secretary; and for the Capital Region Transportation Planning Agency - the Chairperson of the MPO.
- C. Resolution of Conflict by the Agency Secretary:** If the conflict is not resolved through conflict resolution pursuant to the provisions, "Initial Resolution" and "Resolution by Senior Agency Official" above, the conflict shall be resolved by the Secretary for the Department of Transportation or their delegate. If the MPO does not agree with the resolution provided by the Secretary for the Department of Transportation, the parties may pursue any other remedies set forth in this Agreement or provided by law.

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

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

18. Compliance with Federal Conditions and Laws:

- A.** The MPO shall comply and require its consultants and subconsultants to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the MPO is in compliance with, and will require its consultants and subconsultants to comply with, all requirements imposed by applicable federal, state, and local laws and regulations.
- B.** The MPO shall comply with the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable and include applicable required provisions in all contracts and subcontracts entered into pursuant to this Agreement.
- C. Title VI Assurances:** The MPO will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the MPO pursuant thereto, including but not limited to the requirements set forth in Exhibit "C", Title VI Assurances. The MPO shall include the attached Exhibit "C", Title VI Assurances, in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- D. Restrictions on Lobbying** The MPO agrees that to no federally-appropriated funds have been paid, or will be paid by or on behalf of the MPO, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the MPO to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The MPO shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.
- E.** The MPO must comply with FHWA's Conflicts of Interest requirements set forth in 23 CFR §1.33.

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

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

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

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

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

20. Miscellaneous Provisions:

A. Public Records:

- i. The MPO shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the MPO in conjunction with this Agreement, unless such documents are exempt from public access or are confidential pursuant to state and federal law. Failure by the MPO to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
- ii. In addition, the MPO shall comply with the requirements of section 119.0701, Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FDOT/METROPOLITAN PLANNING ORGANIZATION AGREEMENT

525-010-02
POLICY PLANNING
OGC – 01/24
Page 11 of 16

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

21. Exhibits: The following Exhibits are attached and incorporated into this Agreement:

- A. Exhibit "A", UPWP
- B. Exhibit "B", Federal Financial Assistance (Single Audit Act)
- C. Exhibit "C", Title VI Assurances
- D. Exhibit "D", Contract Payment Requirements

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FDOT/METROPOLITAN PLANNING ORGANIZATION AGREEMENT

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

MPO

Florida Department of Transportation

Capital Region Transportation Planning Agency

MPO Name

Greg Slay, AICP

Signatory (Printed or Typed)

Tim Smith, P.E.

Department of Transportation

Signature

Signature

Executive Director

Title

Transportation Development Director

Title

Legal Review

MPO
Thornton
Williams

Williams Law
Group

Legal Review

Department of Transportation
District 3

EXHIBIT “B”

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: [20.205](#)
CFDA Title: HIGHWAY PLANNING AND CONSTRUCTION
Federal-Aid Highway Program, Federal Lands Highway Program
***Award Amount:** \$3,607,216.00
Awarding Agency: Florida Department of Transportation
Indirect Cost Rate: 0
****Award is for R&D:** No

*The federal award amount may change with supplemental agreements

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

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

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

www.ecfr.gov

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

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse.xhtml>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse.xhtml>

MAP-21 – Moving Ahead for Progress in the 21st Century, P.L. 112-141

www.dot.gov/map21

Federal Highway Administration – Florida Division

www.fhwa.dot.gov/fldiv

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

www.fsrs.gov

Exhibit "C"
TITLE VI ASSURANCES

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

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT) *Title 49, Code of Federal Regulations, Part 21*, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (7.) Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FDOT/METROPOLITAN PLANNING ORGANIZATION AGREEMENT

525-010-02
POLICY PLANNING
OGC – 01/24
Page 15 of 16

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

Exhibit “D”
CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

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

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

Salaries: Timesheets that support the hours worked on the Project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

APPENDIX III

FDOT, FTA and FHWA Comments



Federal Highway Administration

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

Federal Transit Administration

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

Planning Comments

Document Name: _____		MPO: _____	
Date of Document:	Date Received	Date Reviewed	District: _____
Reviewed by:			

COMMENTS

	Page #	Comment Type	Comment Description
1			
2			
3			
4			
5			
6			

7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			



FLORIDA DEPARTMENT OF TRANSPORTATION
OFFICE OF POLICY PLANNING

02/2024 – v6

UNIFIED PLANNING WORK PROGRAM (UPWP) REVIEW CHECKLIST

MPO: **CRTPA**

UPWP Draft # or Date: **1**

Review #: **1**

Date of Review: **4/19/2024**

Reviewed By: **D3 Staff**

The following UPWP Review Checklist is provided to assist in the review of the MPO's UPWP. This Review Checklist is to be completed by the MPO Liaison and included in the UPWP Appendix.

Comments should be categorized as:

Editorial: Comments may be addressed by MPO but would not affect approval of the document, i.e., grammatical, spelling, and other related errors.

Enhancement: Comments may be addressed by MPO but would not affect the approval of the document, i.e., improve the quality of the document and the understanding for the public (improving graphics, re-packaging of the document, use of plain language, reformatting for clarity, removing redundant language).

Critical: Comment MUST be addressed to meet minimum state and federal requirements to obtain approval. The reviewer must clearly identify the applicable state or federal policies, regulations, guidance, procedures, or statutes that the document does not conform with.

A space for comments for each section is provided at the bottom of each section.

UPWP Cover & Title Page

Does the cover or title page include the following information?

- MPO name, address, website? [Yes | If yes, page number: cover page](#)
- CFDA number (FHWA – PL & SU: 20.205, FTA 5305: 20.505)? [Yes | If yes, page number: cover page](#)
- Identification of agencies providing funds for the UPWP? [Yes | If yes, page number: cover page](#)
- Financial Project Number (FPN) for each contract shown in UPWP? [Yes | If yes, page number: cover page](#)
- Federal Award Identification Number (FAIN) for FHWA contracts (or the Federal Aid Project Number [FAP])? [Yes | If yes, page number: cover page](#)
- Correct State Fiscal Years? [Yes | If yes, page number: xx](#)
- Statement of nondiscrimination? [Select response | If yes, page number: xx](#)
- DRAFT UPWP: Space for adoption date and revision dates? [Yes | If yes, page number: xx](#)
- FINAL UPWP: Adoption date and space for revision dates? [Not Applicable | If yes, page number: xx](#)

[No comment](#)

[Click here to enter comments](#)

Required Content

Does the UPWP have the following information?

- Introduction? [Yes | If yes, page number: 1](#)

Unified Planning Work Program (UPWP)

Review Checklist

- Organization and Management? [Select response](#) | If yes, page number: 8
- UPWP Planning Task Pages? [Yes](#) | If yes, page number: 19
- Funding Source Budget Table and Summary Budget Table? [Yes](#) | If yes, page number: 65
- Definition of acronyms used in UPWP? [Yes](#) | If yes, page number: ii.
- District Planning Activities? [Yes](#) | If yes, page number: 7
- Indirect Rate Approval (if required)? [Not Applicable](#) | If yes, page number: xx
 - Cost Allocation Plan and Certificate of Indirect Cost in an appendix? [Select response](#) | If yes, page number: xx
- In TMAs, the MPO must identify and include cost estimates for transportation planning, research, and technology transfer activities funded with other federal, state, or local funds being conducted within the MPO area (this includes planning and feasibility studies by other entities) (23 CFR 420.111(e)). [Not Applicable](#) | If yes, page number: [Not applicable at this time, no studies planned.](#)
- DRAFT UPWP:
 - A place for the signed Resolution adopting the final UPWP? [Yes](#) | If yes, page number: xx
 - A place for the draft Resolution to adopt Travel Policy if not using FDOT policy (if required)? [Yes](#) | If yes, page number: 67
 - A place for the Cost Analysis Certification Statement? [Yes](#) | If yes, page number: i.
 - A place for the FHWA Certifications and Assurances? [Yes](#) | If yes, page number: 67
- FINAL UPWP:
 - The signed Resolution adopting the UPWP? [Select response](#) | If yes, page number: xx
 - The signed Resolution adopting the Travel Policy if not using FDOT policy (if required)? [Select response](#) | If yes, page number: xx
 - The signed Cost Analysis Certification Statement? [Select response](#) | If yes, page number: xx
 - The signed FHWA Certifications and Assurances? [Select response](#) | If yes, page number: xx
 - UPWP Comments? [Select response](#) | If yes, page number: xx
- Appendix to include items previously mentioned: Travel Policy (if required), Cost Allocation Plan and Certificate of Indirect Cost (if required), and UPWP Comments? [Yes](#) | If yes, page number: 67

Editorial

Ensure Appendix I is completed in Final UPWP

Introduction

Does the introduction include the following elements?

- Definition and purpose of the UPWP? [Yes](#) | If yes, page number: 1
- Overview of MPO's comprehensive transportation planning activities? [Yes](#) | If yes, page number: 11
- Discussion of planning priorities, both MPO and local? [Yes](#) | If yes, page number: 16
- Statement of CPG participation: "The FDOT and the (insert organization name) participate in the Consolidated Planning Grant (CPG). The CPG enables FDOT, in cooperation with the MPO, FHWA, and FTA, to annually consolidate Florida's FHWA PL and FTA 5305(d) metropolitan planning fund allocations into a single grant that is administered by the FHWA Florida Division. These funds are annually apportioned to FDOT as the direct recipient

Unified Planning Work Program (UPWP)

Review Checklist

and allocated to the MPO by FDOT utilizing formulas approved by the MPO, FDOT, FHWA, and FTA in accordance with 23 CFR 420.109 and 49, U.S.C. Chapter 53. The FDOT is fulfilling the CPG's required 18.07% non-federal share (match) using Transportation Development Credits as permitted by 23 CFR 120(i) and FTA C 8100.1D". [Yes | If yes, page number: 3](#)

- Definition of the soft match: Section 120 of Title 23, U.S.C., permits a State to use certain toll revenue expenditures as a credit toward the non-Federal matching share of all programs authorized by Title 23 (except Emergency Relief Programs) and for transit programs authorized by Chapter 53 of Title 49, U.S.C. This is, in essence, a "soft-match" provision that allows the Federal share to be increased up to 100% to the extent credits are available. The "soft match" amount utilized to match the FHWA funding in the UPWP is 18.07% of FHWA program funds for a total of \$_____ ? [Yes | If yes, page number: 3](#)
- Description of the public involvement process used to develop the MPO's UPWP? [Yes No Page number: 2](#)
- Description of how the MPO addresses the [Federal Planning Factors](#) - (23 CFR 450.306(b)) – can be demonstrated using a matrix? [Yes | If yes, page number: 6262](#)
- Description of how the MPO's UPWP addresses the [2021 Federal Planning Emphasis Areas](#)? [Yes | If yes, page number: 63](#)
- If MPO is not in attainment, description of transportation related air quality planning activities regardless of funding sources or agencies conducting activities? [Not Applicable | If yes, page number: xx](#)

[Choose a category](#)

[Click here to enter comments](#)

MPO Organization and Management

At a minimum, does the UPWP include information on the following items?

- Identification of participants and description of role in the UPWP planning process? [Yes | If yes, page number: 8](#)
- Discussion of agreements, including date executed:
 - Metropolitan Planning Agreement (FHWA funds)? [Yes | If yes, page number: 10](#)
 - Public Transportation Grant Agreements (prior year FTA funds)? [Yes | If yes, page number: 10](#)
 - Interlocal Agreement for the Creation (or Redesignation) of the Metropolitan Planning Organization? [Yes | If yes, page number: 10](#)
 - Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement (ICAR)? [Yes | If yes, page number: 10](#)
 - Memorandum of Understanding between MPOs or FDOT if transferring funds to accomplish Regional Activities? [Not Applicable | If yes, page number: xx](#)
- Discussion and identification of operational procedures and bylaws including date executed:
 - Continuity of Operations (COOP): [Yes | If yes, page number: 22](#)
 - MPO Bylaws: [Yes | If yes, page number: 8](#)
- Does the MPO include the following SIGNED Certifications and Assurances section?
 - Disadvantaged Business Enterprise Utilization? [Yes | If yes, page number: App I.](#)
 - Debarment and Suspension Certification? [Yes | If yes, page number: .App I.](#)

Unified Planning Work Program (UPWP)

Review Checklist

- Lobbying Certification for Grants, Loans, and Cooperative Agreements? [Yes](#) | If yes, page number: [App I](#).
- Title VI/Nondiscrimination Assurances? [Yes](#) | If yes, page number: [App I](#).
- Appendices A and E? [Yes](#) | If yes, page number: [App I](#).
- Discussion of Indirect Rate Plan, and, in an appendix, inclusion of the signed Cost Allocation Plan and Certificate of Indirect Cost, if applicable. [Not Applicable](#) | If yes, page number: [xx](#)

[Choose a category](#)

[Click here to enter comments](#)

Work Elements/Tasks Sheets

At a minimum, does the UPWP have the following distinct tasks or subtasks?

- MPO Administration? [Select response](#) | If yes, page number: [xx](#)
- Transportation Improvement Program (TIP)? [Select response](#) | If yes, page number: [xx](#)
- Long Range Transportation Plan (LRTP)? [Select response](#) | If yes, page number: [xx](#)
- MPO Regional Activities Task (if required)? [Select response](#) | If yes, page number: [xx](#)

[No comment](#)

Do each of the Work Element/Task Summary Pages include the following?

- Is each Task Sheet named and numbered? [Yes](#)
- Does each Task Sheet include Purpose, Previous Work, and Required Activities? [Yes](#)
- Do the required activities list who will be completing the work? [Yes](#)
- Does each Task Sheet indicate who the responsible agency or agencies are? [Yes](#)
- Does each Task Sheet include end products/deliverables with a description of the scope and estimated completion date? [Yes](#)
- Does the supporting narrative for each task provide sufficient detail to determine the eligibility, necessity, and reasonableness of the purchase? [Yes](#)
- If memberships are listed as an expense, does it state that the memberships are for organizational memberships, not individual memberships? [No](#) | If yes, page number: [Not Applicable](#)

[No comment](#)

Work Elements/Tasks Sheets Budget Tables

Did the MPO use the latest UPWP Budget Table template provided by the Central Office for task budget tables, which includes a location to show do-obligated funds? [Yes](#)

If the MPO did not use the latest UPWP Budget Table template, did the MPO show de-obligated funds by source somewhere else in the UPWP? [Yes](#)

Did the MPO prepare Task Summary Budget tables for Year 1 and Year 2 (either individually or combined)? [Yes](#) | If yes, page number: [65](#)

Does MPO **Administration Task** have a subcategory for:

Unified Planning Work Program (UPWP)

Review Checklist

- Personnel Services? [Yes](#) | If yes, page number: 26
- Equipment? Equipment costing more than \$5,000 per item should be listed separately. [Yes](#) | If yes, page number: [Equipment Category provided, no exp over \\$5k anticipated.](#)
- Travel? [Select response](#) | If yes, page number: xx
- Supplies? Supplies costing more than \$1,000 per item should be listed separately. [Yes](#) | If yes, page number: [Supplies Category provided, no exp over \\$1k anticipated.](#)
- Direct Expenses? [Yes](#) | If yes, page number: 26
- Indirect Expenses (only required if MPO has an approved indirect rate)? [No](#) | If yes, page number: NA
- Are Atypical expenses (see [Guide for UPWP Development](#)) clearly described? [Yes](#) | If yes, page number: 22
- Is Annual Audit expense included, if required? [Yes](#) | If yes, page number: 24

Do each of the other Work Element/Task Summary **Estimated Budget Tables** include the following?

- Personnel Services? [Yes](#)
- Consultant Services (if using consultant on task)? [Yes](#)
- Travel (if needed)? [Yes](#)
- Direct Expenses (if needed)? [Yes](#)
- Indirect Expenses (only required if MPO has an approved indirect rate)? [Not Applicable](#)
- Supplies (if needed)? [Yes](#)
- Equipment (if needed)? [Yes](#)

[No comment](#)

MPO Regional Activities Task (required if MPO is transferring funds between MPOs and/or FDOT to complete regional planning activities)

Does the MPO have distinct tables to reflect MPO funding and overall regional task funding? In the UPWP Budget Table template provided by the Central Office, these tables are called MPO Regional Activities and All Regional Accounting. [No](#) | If yes, page number: NA

Do the Regional Work Element/Task Budget Table(s):

- Show ALL agencies (e.g., other MPOs, FDOT) included in the regional activities? [Select response](#) | If yes, page number: xx
- Show amounts to be transferred by the MPO to other agencies (if applicable)? [Select response](#) | If yes, page number: xx
- Show amounts to be received by the MPO from other agencies (if applicable)? [Select response](#) | If yes, page number: xx
- Show activities the funds are being used for? [Select response](#) | If yes, page number: xx
- Do all participating MPOs use identical:
 - Descriptions of the activities to be completed [Select response](#) | If yes, page number: xx
 - Task name, activity description(s), and budgeted funds [Select response](#) | If yes, page number: xx

Unified Planning Work Program (UPWP)

Review Checklist

[Choose a category](#)

[Click here to enter comments](#)

Funding Source Budget Table

Did the MPO use the UPWP Budget Table template provided by the Central Office for Funding Source Budget Table?

[Yes](#)

Total Year 1 contract amounts:

- DRAFT UPWP:
 - PL funds, which include Year 1 FTA 5305(d) and Year 1 PL funds (refer to Chris Bratton's PL Spreadsheet ***total should not include estimated amount to be de-obligated from the previous FY***)? [No](#) | If yes, [page number: 65](#)
 - STBG or other federal funds (Year 1 amount shown in FDOT Tentative Work Program)? [Yes](#)
 - Prior year active FTA contracts (PTGAs) with estimated amount? (contracts will be aligned in the fall once we have remaining balances at the end of the fiscal year.) [Yes](#)
- FINAL UPWP:
 - PL funds, which include Year 1 FTA 5305(d) and Year 1 PL funds (refer to Chris Bratton's UPDATED PL Spreadsheet, which will include the MPO Board approved de-obligated amount)? [Select response](#)
 - STBG funds or other federal funds (Year 1 amount shown in FDOT Tentative Work Program) + MPO Board approved de-obligated funds (if applicable) [Select response](#)
 - Prior year active FTA contracts (PTGAs) with estimated amount? (contracts will be aligned in the fall once we have remaining balances at the end of the fiscal year.) [Select response](#)
- Does the Funding Source Budget Table include soft match amounts? [Yes](#)

[Editorial](#)

Note needs to be added to Table IV clarifying Roll Forward usage until De-Ob has been processed.

Total Year 2 contract amounts:

- DRAFT UPWP:
 - PL funds, which include Year 2 FTA 5305(d) and Year 2 PL funds (refer to Chris Bratton's UPDATED PL Spreadsheet, which will include the MPO Board approved de-obligated amount)? [Yes](#) | If yes, [page number: 65](#)
 - STBG or other federal funds (Year 2 amount shown in FDOT Tentative Work Program)? [Yes](#)
- FINAL UPWP:
 - PL funds, which include Year 2 FTA 5305(d) and Year 2 PL funds (refer to Chris Bratton's UPDATED PL Spreadsheet, which will include the MPO Board approved de-obligated amount)? [Select response](#)
 - STBG funds or other federal funds (Year 2 amount shown in FDOT Tentative Work Program) + MPO Board approved de-obligated funds (if applicable) [Select response](#)
- Does the Funding Source Budget Table include soft match amounts? [Yes](#)

[No comment](#)

Unified Planning Work Program (UPWP)

Review Checklist

Since the UPWP is the “Scope of Service” for the FDOT/MPO Agreement, it is important to confirm that the total amounts for Year 1 and Year 2 in the UPWP also match what is shown on the FDOT/MPO Agreement.

- Do the FINAL UPWP PL amounts shown in Year 1 plus Year 2 match what is shown on the new FDOT/MPO Agreement? [Yes](#)
- Does Other FHWA funding (i.e., SU, CMAQ, etc.) amounts shown in Year 1 and Year 2 match what is shown on the new FDOT/MPO Agreement? [Yes](#)

[No comment](#)

Summary Budget Table

Did the MPO use the UPWP Budget Table template provided by the Central Office for the Summary Budget Table?

[Select response](#)

Do the **total Year 1 contract amounts** match what is shown on the Funding Source Budget Table? [Yes](#)

Do the **total Year 2 contract amounts** match what is shown on the Funding Source Budget Table? [Yes](#)

[No comment](#)

General UPWP Comments

- | | |
|-----------------------------------|---|
| Critical | <i>Please make sure to include language to address the IJA 2.5% set aside for Complete Streets Planning. Guidance for this requirement was provided by FDOT in a 3/26/24 email.</i> |
| Choose a category | Click here to enter comments |
| Choose a category | Click here to enter comments |
| Choose a category | Click here to enter comments |

COMMENT 1: Please note that any equipment purchases equal to or greater than \$5,000 must have prior review and approval from FHWA unless the UPWP contains sufficient detailed information for this review. Currently as drafted, this UPWP does not and will require this information to be submitted to FHWA for approval.

RESPONSE: *Subtask 1.13 requires the CRTPA process an amendment to the UPWP for any atypical single item purchase over \$5,000. FDOT and FHWA would review and determine if allowable. In addition, the discussion of the Consolidated Planning Grants provides guidance of allowable costs. Detail is also added to the Work Program Direct Expenses discussion. See response in Comment 10.*

1.13 Amend the UPWP to include any atypical expenditures of a single item purchase greater than \$5,000, an office supply over \$1,000 and travel outside the US in accordance with 2CFR200.

CONSOLIDATED PLANNING GRANT (CPG)

FHWA and FTA provide funding support through the FDOT in the form of PL, SU, SA and CMAQ funds. Funding provided by the member governments of the CRTPA is budgeted for any ineligible expenses as identified in Federal Code, 2CFR200, and state law and guidelines. Allowable costs are outlined in Federal Code, Florida Statutes and the Department of Financial Services' [Reference Guide for State Expenditures \(PDF\)](#). The FDOT and the Capital Region Transportation Planning Agency participate in the Consolidated Planning Grant (CPG).

COMMENT 2: All Agreements or Certifications including Debarment and Suspension, Contracts, Grants, and Cooperative Agreements, Title VI Nondiscrimination Policy Statement and Disadvantaged Business Enterprise (DBE) statements should be signed and dated, and included in the final copy of the document.

RESPONSE: *The final transmittal will include all executed Agreements & Certifications.*

COMMENT 3: Does the TPO perform any activities ineligible for federal funds such as legislative work – legislative position development, etc.? If so, local funds should be programmed on the appropriate tasks activities and included in the UPWP Task and Summary Budget Tables.

RESPONSE: *UPWP Task 1 Budget, Direct Expense, identifies the ineligible expenses of food and professional memberships, which are funded by local government contributions. In addition, the discussion of the CPG (above) provides guidance on allowable costs. Note: Subtask 1.10 includes coordination with MPOAC on programmatic and/or legislative updates. The TPA does not develop legislative positions or lobby.*

COMMENT 4: If the MPO will be contributing any federal funds to another MPO or entity for regional coordination work and end products (or the MPO is receiving federal funds from other MPOs or entities for the same or any purpose), those funds and activities must be reflected in the all the participating MPOs’ UPWPs consistently. Please coordinate with the District and FHWA to ensure the proper format to reflect these funds are being used, as some should be included in the total PL funds being requested and in other circumstances those funds should not be included. Please also provide the FHWA with a copy of any Memorandum of Understandings (MOUs) for these types of activities.

RESPONSE: *The Introduction section addresses this requirement and clarifies that the CRTPA is not proposing any task that would contribute funds to another MPO or entity through an MOU.*

INTRODUCTION

The UPWP contains seven primary tasks or elements that provide the framework for the work program. Within each element, the subtasks further define planning activities, including products, projects, and plans. Furthermore, any UPWP planning task funded in partnership with another agency or local government is identified as a “Joint Planning Task.” Joint Planning Tasks are established through an Agreement or Memorandum of Understanding between the parties. At this time the CRTPA is not proposing any tasks that will be funded by a Joint Planning Agreement.

COMMENT 5: Please ensure all funds identified are currently available for the MPO to use in this UPWP. Please verify funding levels available to the MPO prior to the final UPWP submission. If funding is overprogrammed, the UPWP will be approved only for the levels of funding available and verified from the Central Office PL fund Coordinator and the Districts’ Work programs for STBG levels.

Until the deobligation has been approved by FHWA the roll forward funds included in your budget table must have a notation that the funds are subject to said de-ob approval.

RESPONSE: *Noted that funding is subject to final deobligation approval before being approved in the current UPWP. The UPWP identifies the FY25 deobligated funds, allocated PL and roll forward funding; and, the allocated and anticipated F26 funding.*

FY 2025 FUNDING TABLE

	DEOBLIGATION AMOUNTS	ROLL FORWARD	FY25 DTWP	TOTAL
SU	\$ 925,000	\$ 349,250	\$ -	\$ 1,274,250
PL	\$ 300,000	\$ -	\$ 787,487	\$ 1,087,487
CM	\$ 450,000	\$ -	\$ -	\$ 450,000
	\$ 1,675,000	\$ 349,250	\$ 787,487	\$ 2,811,737

FY 2026 includes an estimated \$289,110 in SU funding remaining from FY 2023. The UPWP will be updated to reflect the accurate budget after the contract is closed.

FY 2026 FUNDING TABLE

FY2026	ROLL FORWARD	FY26 DTWP	TOTAL
SU	\$ 289,110		\$ 289,110
PL	\$ -	\$ 795,479	\$ 795,479
CM	\$ -	\$ -	\$ -
	\$ 289,110	\$ 795,479	\$ 1,084,589

COMMENT 6: When submitting the final UPWP for approval, please include a copy of all the reviewing agencies' comments and how the MPO addressed each comment. This can be included as an appendix in the UPWP.

RESPONSE: *The final transmittal will include all agency comments and responses.*

COMMENT 7: Please identify the PL 2.5% set aside for complete streets activities.

RESPONSE: *The following discussion is added in the Introduction Section and project budget tables are updated accordingly.*

PL SET-ASIDE: COMPLETE STREETS

The Bipartisan Infrastructure Law (BIL) requires each MPO to use at least 2.5% of its PL funds on specified planning activities to increase safe and accessible options for multiple travel modes for people of all ages and abilities. The CRTPA's total PL funding allocation for Fiscal Year 2024/25 -2025/26 is \$1,582,966. For FY 2025 the CRTPA's required allocation for the Safe and Accessible Transportation Options Metropolitan Planning Set-Aside for complete streets planning work is \$19,690. and for FY 26 is \$19,890, for a total of \$39,580.

A Complete Street is safe, and feels safe, for all users. FHWA is focused on supporting transportation agencies to plan, develop and operate equitable streets and networks that prioritize safety, comfort, and connectivity to destinations for all people who use the street network. The CRTPA's major programs and projects support the safe and adequate accommodation of all users of the transportation system, including pedestrians, bicyclists, public transportation users, children, older individuals, individuals with disabilities, motorists, and freight vehicles. The CRTPA's multi-use trail projects, sidewalk enhancements and proposed corridor and safety studies all support the Complete Streets initiative

In FY 25 \$40,000, of PL funding is budgeted for Subtask 7.2: Take the Safe Route - Safe Access to School Study. A notation is added that the project budget that a minimum of \$20,000 must be billed to PL funding to satisfy the 2.5% set-aside. In Fiscal Year 26 \$20,000 in PL funding is budgeted to the Thomasville Road Multi-use Trail connectivity project. A notation is added that assigns the funding to the set-aside.

COMMENT 8: CMAQ funds are being used regionally by MPOs. Will application of CMAQ funds be used to address NAAQS? How will this work be described when reported annually? Please explain how these activities meet the CMAQ funding requirements.

RESPONSE: *The following summary on the LRTP update is added in the “Priorities for FY25 - FY26” Section. It includes a discussion of the intent, goal and requirements of the LRTP programmed with CMAQ funding. In addition, the UPWP Long-Range Planning Section, subtask 3.7, addresses regular monitoring of air quality reporting. As the CRTPA Region is in attainment and meets required air quality standards.*

2050 LONG RANGE TRANSPORTATION PLAN UPDATE

Early in the work program the development of the 2050 Long Range Transportation Plan (LRTP) is initiated. The intent and purpose of the LRTP is to encourage and foster the safe and efficient management, operation, and development of a cost-feasible multimodal transportation system which serves the mobility needs of people and freight while minimizing transportation-related fuel demand, greenhouse gases and air pollution. Congestion Management and Air Quality (CMAQ) federal funding is programmed for the development of the long-range plan. Reducing congestion and emissions while maintaining economically viable and mobile communities is an important goal of the plan. The LRTP identifies long range transportation needs, considers infrastructure investments, and establishes priorities to implement projects based on anticipated funding. It provides a framework of goals and objectives to guide multi modal transportation investments and address congestion, as well as the maintenance and operations of systems and structures. This framework aligns plans and actions to clarify federal, state, regional, and local responsibilities to support an overall vision for transportation, economic development, and livability.

COMMENT 9: Please include all appendices.

RESPONSE: *The appendices are included.*

COMMENT 10: If funding is being carried over from the prior-year UPWP, carryover amounts and activities should be listed in the document. Please identify any incomplete work elements or activities financed with Federal planning assistance awarded in previous fiscal years as carryover activities.

RESPONSE: *The following projects are continued from the previous work program with detail on the outstanding work activities, products, and completion dates.*

REGIONAL FREIGHT STUDY

The Board approved this study at the June 2024 Meeting. The consultant will finalize the documents and appendices in the first quarter of FY 2025.

SCHOOL ACCESS SAFETY STUDY (UPDATE 2014 SAFE ROUTES REPORT)

This project, initiated in FY24, is continued in the new UPWP. The update investigates the safety and effectiveness of the Safe Routes to School (SRTS) program

and the primary factors contributing to a program's effectiveness....

THOMASVILLE ROAD SAFETY STUDY

This project is deleted, a safety analysis was completed by FDOT District 3 for the identified section of Thomasville Road.

COMMENT 11: Please provide brief explanation addressing equipment, supplies, and/or non-typical expenses.

RESPONSE: *Additional detail is provided in the work program expenses section.*

Direct Expenses: Includes office supplies to support routine operations, including but not limited to copier, postage, paper, pens, paper clips, and copier ink; Telecom and IT services, including but not limited to technology and software; and, office/computer equipment including but not limited to printers, lap tops and ancillary supplies. Any single equipment purchase or atypical expense over \$5,000 requires approval by FHWA and FDOT.

COMMENT 12: The UPWP should set a needs-based context describing the transportation issues facing the metropolitan area and referencing those needs in the task descriptions. Examples might include the need to address long-standing deferred maintenance of the area's transportation systems, coping with projected revenue shortfalls and identifying new or enhanced revenue sources, addressing environmental threats while accommodating strong economic growth. If planning activities are proposed for funding under the 49 USC 5307 program or any other FTA program, please ensure they are listed and programmed in the UPWP.

RESPONSE: *The work detailed in the UPWP supports the CRTPA's vision statement. Additional detail may be added in the final version after consultation with FHWA.*

Vision Statement: "Create an integrated regional multimodal transportation network that provides the most options for moving people and goods economically, effectively and safely while protecting the environment, promoting economic development and maintaining a high quality of life with sustainable development patterns." No FTA funds are programmed in the UPWP.