



CRTPA EXECUTIVE COMMITTEE

MEETING OF THURSDAY, SEPTEMBER 10, 2026, AT 11:30 AM

TALLAHASSEE CITY HALL
CRTPA CONFERENCE ROOM (3RD FLOOR)
300 S. ADAMS STREET
TALLAHASSEE, FL 32301

MISSION STATEMENT

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

FINAL AGENDA

1. **CALL TO ORDER AND ROLL CALL**
2. **ROLL CALL**
3. **AGENDA MODIFICATIONS**
4. **CONSENT AGENDA**
 - A. Minutes of the April 20, 2026, Executive Committee Meeting
 - B. CRTPA Bylaws Revision
 - C. Legal Services Contract Extension

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

5. CRTPA EXECUTIVE COMMITTEE ACTION

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

A. CRTPA Annual Audit – Fiscal Year 2025 Financial Statements

This item provides information related to the Annual Single Audit Report. Staff from James Moore and Company, and City of Tallahassee Financial Services and Grants Departments will be on hand for questions related to the FY 2025 Annual Financial Statements.

B. Fiscal Year 2027 CRTPA Budget

The CRTPA's budget for Fiscal Year 2027 has been developed for Executive Committee discussion and approval.

C. Joint Participation Agreement Signature Authority & Resolution

A request to approve authorizing the Executive Director to execute a Joint Participation Agreement (JPA) between the CRTPA and the Florida Department of Transportation (FDOT) related to the FDOT's provision of a match associated with the awarding of a Safe Street and Roads for All (SS4A) grant for West Tennessee Street will be discussed.

D. Annual Evaluation of the Executive Director

The annual evaluation of the Executive Director will be discussed.

6. CRTPA CITIZEN COMMENT

This portion of the agenda is provided to allow for citizen input on any CRTPA issue. Those interested in addressing the CRTPA Executive Committee should complete a speaker request form. Speakers are requested to limit their comments to three (3) minutes.

7. EXECUTIVE DIRECTOR'S REPORT

8. ITEMS FROM CRTPA EXECUTIVE COMMITTEE MEMBERS

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

9. ADJOURNMENT



September 10, 2026

EXECUTIVE COMMITTEE AGENDA ITEM 4 A

MINUTES

TYPE OF ITEM: Action

STATEMENT OF ISSUE

The minutes from the April 20, 2026, Executive Committee Meeting are provided as ***Attachment 1***.

RECOMMENDED ACTION

Option 1: Approve the minutes of the April 20, 2026, Executive Committee Meeting.

ATTACHMENTS

Attachment 1 – April 20, 2026, Executive Committee Meeting Minutes



CRTPA EXECUTIVE COMMITTEE

MEETING OF MONDAY, APRIL 20, 2026, AT 10:00 AM

TALLAHASSEE CITY HALL
FLORIDA ROOM (2ND FLOOR)
300 S. ADAMS STREET
TALLAHASSEE, FL 32301

Meeting Minutes

Committee Members Present: Commissioner Evelyn Riley-Goldwire, Gadsden Cities
Commissioner Diane Williams-Cox, City of Tallahassee

Staff Present: Greg Slay, CRTPA; Greg Burke, CRTPA; Yulonda Mitchell,
CRTPA; Kaylor Collins, FDOT

1. CALL TO ORDER

The meeting was called to order at 10:27 AM.

2. ROLL CALL

The roll was called, and a quorum was present.

3. AGENDA MODIFICATIONS

None

4. CONSENT AGENDA

A. Minutes of the August 28, 2025, Executive Committee Meeting

Committee Action: Commissioner William-Cox made a motion to approve the consent agenda. The motion was seconded by Commissioner Riley Goldwire and the motion was unanimously passed.

5. ROLL CALL VOTE AGENDA ITEM

A. Fiscal Year (FY) 2026– FY 2030 Transportation Improvement Program (TIP) Amendments

This item seeks Board adoption of an amendment to the FY 2026 – FY 2030 Transportation Improvement Program (TIP) to include the following projects:

- Thomasville Road/SR 61 from N of Monroe St/SR63/US 27 to North of 9th Avenue (**Project No. 219668-2**): Provides \$2,497,516 in funding in FY 2027 for utility work and resurfacing of the roadway (Leon County)
- N Monroe St/SR63/US 27 from Capital Circle NW/SR263 to Tharpe St (**Project No. 458076-1**): Provides \$21,000,000 in funding in FY 2026 for the construction of Safe Streets for All (SS4A) safety improvements (Leon County)
- W Tennessee St/SR 10/US 90 from CR1581 Aenon Ch Rd to Monroe St/ SR63/US 27 (**Project No. 458097-1**): Provides \$750,000 in planning funds in FY 2026 for a SS4A Safety Study and Implementation Plan (Leon County)
- W Tennessee St/SR 10/US 90 from CR1581 Aenon Ch Rd to Blountstown Hwy/SR20 (**Project No. 454522-1**): Provides \$342,104 in safety funds in FY 2026 for a lighting improvement (Leon County)
- Stearns Street R/R CROSSING #625675E Rail crossing safety project. Provides \$137,393 in federal funding for improvement. (**Project No. 458260-1**)
- Myers Park Street R/R CROSSING #625584Y Rail crossing safety project. Provides \$103,278 in federal funding for improvement (**Project No. 458259-1**)

Mr. Slay explained that anytime there was an amendment to the TIP or the Long-Range Transportation Plan, state statute requires a roll call vote on the item.

Mr. Slay highlighted the listed projects for amendments. He stated FDOT was adding funds for utility work and resurfacing of the roadway on Thomasville Road in Leon County in FY 27. The next project was to add funding to the construct the SS4A safety improvements in Leon County in FY 26 on N. Monroe Street with the third project adding planning funds for a SS4A safety study and the implementation in Leon County in FY 26 on W. Tennessee Street. The fourth project adds safety funds for lighting improvements in Leon County in FY 26.

Mr. Burke noted there were two additional projects added after the agenda being mailed. He noted the fifth project was to add funding for rail crossing safety at Stearns Street R/R crossing. Mr. Burke noted the last project was to add funding for rail crossing safety at Myers Park Street R/R crossing.

Committee Action: Commissioner Williams-Cox made a motion to recommend the Board adoption of the proposed TIP amendments. Commissioner Goldwire seconded the motion, a roll call vote was conducted, and the motion was unanimously passed.

6. CRTPA EXECUTIVE COMMITTEE ACTION

A. CRTPA Finance Policy and Procedures Update

A proposed update to the CRTPA's Finance Policy and Procedures, most recently updated in November 2025, will be discussed.

Mr. Slay explained this was an update to the finance policy in conjunction with the current Audit for FY 2025. He stated this item updated terminology and thresholds that have changed at the federal level. He explained the CRTPA is federally funded, and that the agency must meet and adhere to the federal requirements and federal laws.

Committee Action: Commissioner William-Cox made a motion to approve the CRTPA Finance Policy and Procedures Update. The motion was seconded by Commissioner Riley Goldwire and the motion was unanimously passed.

B. CRTPA Transportation Alternatives (TA) Project Priority List (PPL) Adoption

This item seeks adoption of the FY 2028 – FY 2032 TA PPL.

Mr. Slay explained the biannual process of soliciting for the CRTPA Transportation Alternatives Project Priority List Adoption. He stated the subcommittee consisted of 3 members each of the Technical Advisory Committee (TAC) and Citizens Multimodal Advisory Committee (CMAC). Mr. Slay noted the subcommittee reviewed and ranked the projects that were submitted. Projects were as follows:

- City of Chattahoochee requesting funding for a trail;
- City of Tallahassee seeking funds for the Wallis Street sidewalks;
- Leon County requesting funds for a Shelfer Road sidewalk project; and,
- Wakulla County requested funds for 2 projects: MLK Memorial Road Shared Use Path, and Spring Creek Shared Use, Path Phase 1.

Mr. Slay explained that the top three projects would be submitted to FDOT after approval to request funding for those projects in the upcoming Work Program development.

Committee Action: Commissioner William-Cox made a motion to adopt the CRTPA Transportation Alternatives top three projects moving forward to FDOT to request funding for the projects. The motion was seconded by Commissioner Riley Goldwire and the motion was unanimously passed.

C. CRTPA Regionally Significant Roads Map & Transportation Regional Incentives (TRIP) Project Priority List (PPL) Adoption

This item seeks adoption of an update to the CRTPA Regionally Significant Roads Map and the FY 2028 – FY 2032 TRIP PPL.

Mr. Slay explained the CRTPA Regionally Significant Roads Map & Transportation Regional Incentives (TRIP) Project Priority List (PPL) Adoption. He stated this was an update to allow Blueprint Intergovernmental Agency to apply for funding for the NE Gateway project.

Committee Action: Commissioner William-Cox made a motion to adopt the CRTPA Regionally Significant Roads Map & Transportation Regional Incentives (TRIP) Project Priority List (PPL). The motion was seconded by Commissioner Riley Goldwire and the motion was unanimously passed.

D. Safe Street and Roads for All (SS4A) Grant Agreement Signature Authority

A request to approve authorizing the Executive Director to execute a grant agreement, currently under development, between the CRTPA and the Federal Highway Administration for receipt of a Safe Streets and Roads for All (SS4A) award related to West Tennessee Street will be discussed.

Mr. Slay explained the approval of the Safe Street and Roads for All (SS4A) Grant Agreement Signature Authority would allow the Executive Director to have signature authority upon completion of the planning agreement.

Committee Action: Commissioner William-Cox made a motion to approve authorizing the Executive Director to execute a grant agreement. The motion was seconded by Commissioner Riley Goldwire and the motion was unanimously passed.

7. CRTPA CITIZEN COMMENT

There was no citizen comment.

8. EXECUTIVE DIRECTOR'S REPORT

Mr. Slay did not provide an update at this meeting.

9. ITEMS FROM CRTPA EXECUTIVE COMMITTEE MEMBERS

There were no items from members.

10. ADJOURNMENT

The meeting was adjourned at 10:41 AM.

September 10, 2026



EXECUTIVE COMMITTEE AGENDA ITEM 4 B

CRTPA BYLAW UPDATES

TYPE OF ITEM: Consent

STATEMENT OF ISSUE

This item is being brought before the CRTPA Executive Committee seeking approval of updates to the CRTPA Bylaws. The proposed revisions are provided as ***Attachment 1***.

BACKGROUND AND ANALYSIS

Changes are proposed to the CRTPA Bylaws (Adopted 2023) to align with the recently revised Finance Policies. In addition, minor edits remove references to processes no longer in place.

At the May 19, 2026 CRTPA Meeting, the Board approved an update to the Fiscal Policies and Procedures that increased the Executive Director's spending authorization limit to \$35,000. The increased spending limit is consistent with [Florida Statutes Section 287.017\(2\)](#) and state-level procurement codes, which sets a \$35,000 threshold as a strict boundary for formal bidding. For consistency, the Chair's spending limit is also updated to \$35,000 in the Bylaws. The proposed changes align the CRTPA's Finance Policy with the Bylaws.

Minor edits remove references to outdated processes. The CRTPA no longer has a role in approving intersection or planning, development and environment studies or Transportation Disadvantaged services plan. Therefore, these references are removed.

RECOMMENDED ACTION

Option 1: Approve the proposed revisions to the CRTPA Bylaws.

Option 2: Provide other direction.

ATTACHMENT

Attachment 1: Proposed Bylaws Changes Strike-Through Underline

Attachment 2: Proposed Bylaws Clean Copy with Changes

**CAPITAL REGION TRANSPORTATION PLANNING AGENCY
REVISED BYLAWS, POLICIES
AND PROCEDURES**

Revised September ~~19, 2023~~ 28, 2026

- I. Organization Name**
- II. Preamble**
- III. Purpose**
- IV. CRTPA Bylaws**
- V. CRTPA General Policies**
- VI. CRTPA Specific Policies**
- VII. Funding**
- VIII. Notices**

I. Organization Name

The name for the Metropolitan Planning Organization (MPO) is the Capital Region Transportation Planning Agency (CRTPA).

II. Preamble

The following sets forth the Bylaws, Policies and Procedures that shall serve to guide the proper functioning of the urban transportation planning process by the CRTPA. The intent is to provide policies and procedures for the CRTPA and its Standing Committees for fulfilling the requirements of the Interlocal Agreement that creates the CRTPA; the applicable provisions of federal law; and the applicable provisions of Chapter 339.175, Florida Statutes. Any interpretations of the Interlocal Agreement by these bylaws shall be the preferred interpretation for the CRTPA unless there is a direct and express conflict with the Interlocal Agreement. Furthermore, all provisions contained in these Bylaws shall be interpreted to be consistent with all applicable state and federal law.

Where Counties and Cities have elected to consolidate their memberships and weighted vote, the term of the representative member or members shall be no less than one year from the date of designation by the consolidated entity represented by the member.

3. Any governmental entity performing any actions under this section shall notify the CRTPA in writing of such actions.
4. The CRTPA may also provide for other non-voting advisors as needed.

C. Officers and Duties

1. The CRTPA Board shall hold an annual organizational meeting no later than the last Board meeting of the calendar year for the purpose of electing the following officers from its voting membership:
 - Chairperson
 - Vice-Chairperson
 - Representative to the Florida Metropolitan Planning Organization Advisory Council
 - Alternate representative to the Florida Metropolitan Planning Organization Advisory Council

The Chairperson and Vice-Chairperson shall be members of different member governments.

2. Officers shall be elected by a majority of the votes of members present at the organizational meeting. The Chairperson and Vice-Chairperson shall serve a term of one year. The representative and alternate to the Florida Metropolitan Planning Organization Advisory Council shall serve a term of three years.
3. The Chairperson shall preside over all meetings and shall sign official documents of the CRTPA. In the event of the Chairperson's absence, or at the Chairperson's direction, the Vice-Chairperson shall assume the powers and duties of the Chairperson. In the absence of both a Chairperson and Vice-Chairperson at a regular or special Board meeting, a temporary Chair shall be elected by majority vote at said meeting to serve as Chairman of the meeting, for this meeting alone. The Chairperson shall:
 - a. Sign, on behalf of the CRTPA, resolutions, contracts, deeds, certifications, vouchers and all other instruments whether relating to real or personal property or otherwise;

- b. Appoint subcommittees as needed;
 - c. Approve or revise the final agenda presented by the Executive Director;
 - d. Accept agenda items from other CRTPA members with advice of the Executive Director to ensure that the addition is submitted on a timeline that allows them to be fully staffed and distributed with the regular agenda materials;
 - e. Draft the annual performance evaluation of the Executive Director, distribute it to CRTPA membership for comments, and develop the final evaluation for CRTPA approval;
 - f. Have authority to approve CRTPA expenditures ~~of greater than \$5,000, but no greater than \$25,000;~~ not to exceed \$35,000.
 - g. Have authority to approve certain personnel actions, such as salary adjustments, disciplinary actions, and final approval of staff evaluations completed by the Executive Director; and,
 - h. Perform other duties as, from time to time, may be assigned by the Board.
4. If the chair is unable to serve the remainder of the chair's term, the vice-chair shall automatically become the chair and the CRTPA shall elect a new vice-chair. In the event of the permanent inability of the Chairperson or Vice-Chairperson of the CRTPA to serve, a new officer(s) will be elected from the membership at the next meeting.

D. Administration

The administration of the CRTPA shall be as set forth in Sections 6.01 through 6.05 of the Interlocal Agreement. The Chairperson shall serve as the principle administrative officer of the Board. The Executive Director shall serve as the principal administrator of the CRTPA's operations and staff and shall have responsibility for advising the Board regarding official CRTPA business and administration.

1. The Executive Director shall serve at the pleasure of the Board and shall report directly to the CRTPA Board on all matters regarding the administration and operation of the CRTPA and any additional personnel as deemed necessary. CRTPA staff will report directly to the Executive Director and serve at the pleasure of the director. The Executive Director shall have authority to:

- a. Approve expenditures for the normal operations of staff and planning projects not to exceed ~~\$25,000~~ \$35,000 as long as those expenditures are consistent with the adopted Unified Planning Work Program (UPWP). Any item over this amount, or that increases or decreases the UPWP contract budget, requires approval by the Executive Committee or the CRTPA Board; and
 - b. Approve routine staff travel; and
 - c. Hire, terminate, assign duties to, and evaluate CRTPA staff, subject to review and concurrence of the Chairperson; and
 - d. Sign invoices, grant applications, and routine communications with local, state, and federal agencies, except in those instances when the signature of the chair is required; and
 - e. Approve an amendment to the Unified Planning Work Program that provides a one-time extension by no more than six months to a project schedule. Amendments to the UPWP are subject to final approval by FDOT and FHWA [23 CFR 420.115(a)]; and
 - f. Approve an amendment to the Unified Planning Work Program that allows for a one-time amendment to the project scope and/or project cost by no more than \$25,000. Amendments to the UPWP are subject to final approval by FDOT and FHWA. [23 CFR 420.115(a)].
2. The Executive Director, or their designee, is responsible for the CRTPA meeting minutes and all notices and agendas for future meetings. The Executive Director shall also perform such other and additional duties as are necessary to carry out the objectives and functions of the CRTPA and the directives from the CRTPA membership.
 3. The CRTPA General Counsel shall be under a legal services contract, the term of which is not to exceed thirty-six (36) months and shall serve at the pleasure of the Board and shall perform such duties assigned by the Board, the Chairperson or the Executive Director.

V. CRTPA General Policies

- A. The CRTPA agenda will be limited to required items only as determined by the Chairperson. Board Members are requested to coordinate with the Executive Director on those items that they wish to have considered, so that they can be adequately staffed prior to being heard by the Board.
- B. The Executive Director is directed to assist the Chairperson in scheduling important matters for Board consideration, where practicable, for at least one discussion meeting prior to scheduling the matter for Board action at a subsequent meeting. Notwithstanding the foregoing, unless otherwise provided by law, Board action shall not be delayed nor subject to challenge simply because it was acted upon at the same meeting at which it was first discussed by the Board. Workshops, retreats and delegated subcommittees of Board Members shall also be considered as methods of exchanging information and opinions on and focusing the analysis of important matters that may later come before the Board for action.

VI. CRTPA Specific Policies

- A. Any policy that affects planning efforts and not administration nor procedural policies of the CRTPA shall be adopted solely by resolution and not become part of these bylaws. Examples of this are resolutions that promote bicycle and pedestrian transportation, or the preservation of right-of-way. ~~and consideration of the needs of the Transportation Disadvantaged in plan development.~~ All resolutions will be kept in a separate section of each member's agenda book for reference purposes.
- B. A majority vote will be required by the CRTPA when amending, adding, or deleting projects from the Transportation Improvement Program (TIP) or the Priority Project Lists, ~~any Project Development and Environment Study, and any intersection improvement study requiring the approval of the CRTPA.~~ Per Chapter 339.175(14) Florida Statutes, any amendment that affects projects in the first three years of the TIP must be approved on a recorded roll-call vote or hand-counted vote of a majority of the membership present.

VII. Funding of the CRTPA

- A. Annually, each member government, with the exception of the Leon County School Board, shall pay a proportional share of the operating costs of the CRTPA, over and above the amount annually provided by federal and state sources. Proportional costs are based on population. To the extent that funding allocated for CRTPA operations is exceeded by expenses, the balance shall be funded by the members. The Leon County School Board shall provide in-kind services in lieu of direct funding for CRTPA operations.

**CAPITAL REGION TRANSPORTATION PLANNING AGENCY
REVISED BYLAWS, POLICIES
AND PROCEDURES**

Revised September 28, 2026

- I. Organization Name**
- II. Preamble**
- III. Purpose**
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I. Organization Name

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II. Preamble

The following sets forth the Bylaws, Policies and Procedures that shall serve to guide the proper functioning of the urban transportation planning process by the CRTPA. The intent is to provide policies and procedures for the CRTPA and its Standing Committees for fulfilling the requirements of the Interlocal Agreement that creates the CRTPA; the applicable provisions of federal law; and the applicable provisions of Chapter 339.175, Florida Statutes. Any interpretations of the Interlocal Agreement by these bylaws shall be the preferred interpretation for the CRTPA unless there is a direct and express conflict with the Interlocal Agreement. Furthermore, all provisions contained in these Bylaws shall be interpreted to be consistent with all applicable state and federal law.

III. Purpose

Pursuant to Section 339.175, Florida Statutes, the purpose of the CRTPA is:

- A. To assist in the safe and efficient management, operation, and development of surface transportation systems embracing various modes of transportation in a manner that will serve the mobility needs of people and freight and foster economic growth and development within and through urbanized areas of this state while minimizing transportation-related fuel consumption, air pollution, and greenhouse gas emissions through the metropolitan transportation planning process;
- B. To develop, in cooperation with the state and public transit operators, transportation plans and programs for metropolitan areas. The plans and programs for each metropolitan area must provide for the development and integrated management and operation of transportation systems and facilities, including pedestrian walkways and bicycle transportation facilities that will function as an intermodal transportation system for the metropolitan area, based upon the prevailing principles provided in s. 334.046(1);
- C. To ensure that the process is integrated with the statewide planning process the CRTPA shall implement and ensure a continuing, cooperative, and comprehensive transportation planning process that considers all modes of transportation based on the complexity of the transportation problems to be addressed and results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan area in cooperation with the Florida Department of Transportation ("Department");
- D. To ensure that the process is integrated with the statewide planning process the CRTPA shall develop plans and programs that identify transportation facilities that should function as an integrated metropolitan transportation system, giving emphasis to facilities that serve important national, state and regional transportation functions. For the purpose of this section, those facilities on the Strategic Intermodal System designated under s. 339.63 and facilities for which projects have been identified pursuant to s. 339.2819(4).

IV. CRTPA Bylaws

A. Membership and Board Membership

As designated by the Governor of the State of Florida, and as reflected in Article 4, Section 4.01(a) of the 2014, Interlocal Agreement, the CRTPA shall consist of voting representatives from the Counties of Gadsden, Jefferson, Leon and Wakulla, the Cities of Chattahoochee, Gretna, Midway, Quincy and Tallahassee, the Towns of Greensboro and Havana and the Leon County School Board.

The weighted vote of the voting members is as follows:

Governmental Entity	Number of Members	Voting Points
Leon County School Board	1	1
Jefferson County Commission	1	4
Gadsden County Municipalities	1	5
Wakulla County Commission	1	8
Gadsden County Commission	1	8
Leon County Commission	-	37
City of Tallahassee Commission	-	37
Total		100

Notes:

The Jefferson County Commission appointee shall represent the City of Monticello.

The Gadsden County Municipalities have a consolidated membership appointed biannually.

The Wakulla County Commission appointee shall represent the City of Sopchoppy and the City of St. Marks.

1. The City of Tallahassee and Leon County commissions may change the number of their members to serve as members of the CRTPA Board no more than once annually. Their voting points will be divided proportionally between their respective appointees. Similarly, Cities consolidating their memberships and weighted vote may reverse such consolidation no more than once annually. Should any membership adjustments be made pursuant to this section, the governmental entity shall notify the Executive Director of the CRTPA in writing of such a change. The written notice shall specifically reference this section as the basis for the change.
2. Board members from participating governments which have one voting member may designate an alternative member of that government to vote in the absence of the appointed member. Such designation may be changed no more frequently than annually unless the alternate leaves office.

A participating governmental entity that selects an alternative member shall notify the CRTPA in writing of that selection. No Board Member may vote by proxy.

3. As provided by Section 6.04 of the Interlocal Agreement, the Board may delegate authority to one or more of its members to act on behalf of the Board and may delegate certain duties to the Executive Director.
 - a. Delegation to one or more Board Members shall be pursuant to a majority vote of the Board, which shall identify the member(s) to whom authority is delegated, specify the scope (and time period if appropriate) for the delegation, and whether action of the Board member(s) shall be subject to Board ratification or approval. Any such delegation shall be subject to the requirements of the Sunshine Law, when applicable. The scope and time period of the delegation shall be appropriate for the intended purpose and shall be limited as necessary to comply with law. When practicable, the action of the Board members shall be subject to Board ratification or approval.
 - b. Delegation to the Executive Director shall be pursuant to a majority vote of the Board, which shall specify the scope, direction and purpose for the delegation and whether the action of the Executive Director shall be subject to ratification or approval of the Board, Board members or the Chairperson. Delegation to the Executive Director shall be subject to such limitations in scope, direction and supervision by the Board as appropriate for the intended purpose and as necessary to comply with law.

B. Membership Term of Office

1. The membership and terms of elected officials as voting members of the CRTPA Board shall be as prescribed in Section 339.175(3) and (4), Florida Statutes, and Sections 4.01 and 4.02 of the Interlocal Agreement. Board members from participating governments which have one voting member may appoint a substitute member to serve as a member of the CRTPA Board no more frequently than once annually unless the member leaves office.
2. The term of office of members of the CRTPA shall be four years. The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four-year terms.

Where Counties and Cities have elected to consolidate their memberships and weighted vote, the term of the representative member or members shall be no less than one year from the date of designation by the consolidated entity represented by the member.

3. Any governmental entity performing any actions under this section shall notify the CRTPA in writing of such actions.
4. The CRTPA may also provide for other non-voting advisors as needed.

C. Officers and Duties

1. The CRTPA Board shall hold an annual organizational meeting no later than the last Board meeting of the calendar year for the purpose of electing the following officers from its voting membership:
 - Chairperson
 - Vice-Chairperson
 - Representative to the Florida Metropolitan Planning Organization Advisory Council
 - Alternate representative to the Florida Metropolitan Planning Organization Advisory Council

The Chairperson and Vice-Chairperson shall be members of different member governments.

2. Officers shall be elected by a majority of the votes of members present at the organizational meeting. The Chairperson and Vice-Chairperson shall serve a term of one year. The representative and alternate to the Florida Metropolitan Planning Organization Advisory Council shall serve a term of three years.
3. The Chairperson shall preside over all meetings and shall sign official documents of the CRTPA. In the event of the Chairperson's absence, or at the Chairperson's direction, the Vice-Chairperson shall assume the powers and duties of the Chairperson. In the absence of both a Chairperson and Vice-Chairperson at a regular or special Board meeting, a temporary Chair shall be elected by majority vote at said meeting to serve as Chairman of the meeting, for this meeting alone. The Chairperson shall:
 - a. Sign, on behalf of the CRTPA, resolutions, contracts, deeds, certifications, vouchers and all other instruments whether relating to real or personal property or otherwise;

- b. Appoint subcommittees as needed;
 - c. Approve or revise the final agenda presented by the Executive Director;
 - d. Accept agenda items from other CRTPA members with advice of the Executive Director to ensure that the addition is submitted on a timeline that allows them to be fully staffed and distributed with the regular agenda materials;
 - e. Draft the annual performance evaluation of the Executive Director, distribute it to CRTPA membership for comments, and develop the final evaluation for CRTPA approval;
 - f. Have authority to approve CRTPA expenditures not to exceed \$35,000;
 - g. Have authority to approve certain personnel actions, such as salary adjustments, disciplinary actions, and final approval of staff evaluations completed by the Executive Director; and,
 - h. Perform other duties as, from time to time, may be assigned by the Board.
4. If the chair is unable to serve the remainder of the chair's term, the vice-chair shall automatically become the chair and the CRTPA shall elect a new vice-chair. In the event of the permanent inability of the Chairperson or Vice-Chairperson of the CRTPA to serve, a new officer(s) will be elected from the membership at the next meeting.

D. Administration

The administration of the CRTPA shall be as set forth in Sections 6.01 through 6.05 of the Interlocal Agreement. The Chairperson shall serve as the principle administrative officer of the Board. The Executive Director shall serve as the principal administrator of the CRTPA's operations and staff and shall have responsibility for advising the Board regarding official CRTPA business and administration.

1. The Executive Director shall serve at the pleasure of the Board and shall report directly to the CRTPA Board on all matters regarding the administration and operation of the CRTPA and any additional personnel as deemed necessary. CRTPA staff will report directly to the Executive Director and serve at the pleasure of the director. The Executive Director shall have authority to:

- a. Approve expenditures for the normal operations of staff and planning projects not to exceed \$35,000 as long as those expenditures are consistent with the adopted Unified Planning Work Program (UPWP). Any item over this amount, or that increases or decreases the UPWP contract budget, requires approval by the Executive Committee or the CRTPA Board; and
 - b. Approve routine staff travel; and
 - c. Hire, terminate, assign duties to, and evaluate CRTPA staff, subject to review and concurrence of the Chairperson; and
 - d. Sign invoices, grant applications, and routine communications with local, state, and federal agencies, except in those instances when the signature of the chair is required; and
 - e. Approve an amendment to the Unified Planning Work Program that provides a one-time extension by no more than six months to a project schedule. Amendments to the UPWP are subject to final approval by FDOT and FHWA [23 CFR 420.115(a)]; and
 - f. Approve an amendment to the Unified Planning Work Program that allows for a one-time amendment to the project scope and/or project cost by no more than \$25,000. Amendments to the UPWP are subject to final approval by FDOT and FHWA. [23 CFR 420.115(a)].
2. The Executive Director, or their designee, is responsible for the CRTPA meeting minutes and all notices and agendas for future meetings. The Executive Director shall also perform such other and additional duties as are necessary to carry out the objectives and functions of the CRTPA and the directives from the CRTPA membership.
 3. The CRTPA General Counsel shall be under a legal services contract, the term of which is not to exceed thirty-six (36) months and shall serve at the pleasure of the Board and shall perform such duties assigned by the Board, the Chairperson or the Executive Director.

4. Executive Committee

- a. The CRTPA shall establish an Executive Committee comprised of the Chair, Vice-Chair and immediate Past-Chair. The Executive Committee shall meet as directed by the Chair for any items not requiring board action. The Executive Committee shall meet at least one week prior to a regularly scheduled CRTPA meeting for items that will require Board action at that Board meeting.
- b. Should the CRTPA determine that the composition of the Executive Committee, as provided for in section a, above, does not adequately provide the level of representation that the CRTPA desires, the CRTPA may expand the Executive Committee to include additional members, as the CRTPA determines is appropriate. The addition of any other members will only be for the term of the present Executive Committee. Any additional members appointed shall have the appointment automatically terminated upon the election of new_officers for the CRTPA. The appointment of additional members shall be by simple majority as provided herein.
- c. The duties of the Executive Committee shall include:
 - Advise and provide direction to the Executive Director on critical issues as they arise.
 - An annual evaluation of the Executive Director.
 - Review of the annual CRTPA Budget and Unified Planning Work Program (UPWP).
 - Development of annual legislative priorities in consultation with the designated MPOAC representative.
 - Review of legislative issues during session.
 - Establishment of CRTPA personnel policies and procedures.
 - Review of contracts.
 - Emergency approval of time-sensitive items.
- d. The Board shall have the authority to delegate additional duties to the Executive Committee.
- e. As needed, the above duties of the Executive Committee shall be provided to the full Board.

E. Meetings

1. **Regular Meetings:** Regular meetings of the CRTPA shall be held as needed in the Tallahassee City Commission Chambers or other locations designated by the Chairperson.
2. **Meeting Dates:** Meetings will be held on the third Tuesday of each month, with the exception of July and August, and such other times as scheduled by the Chairperson. Meeting dates will be adjusted by the Chairperson to accommodate holidays or other conflicts.
3. **Special Meetings:** Special meetings of the CRTPA may be called by the Chairperson, or in the absence of the chair, by the vice-chair. Special meetings may also be called on the initiative of four (4) or more voting members petitioning the chair.
4. **Quorum:** There must be majority representation to constitute a quorum for the transaction of business. A quorum is defined as 51% of the voting interest of the CRTPA. An affirmative vote shall consist of a majority vote of the total quorum present. A quorum must be present for any matters to be voted on at any duly called CRTPA meeting.
5. **Remote or Virtual Participation:** For any Board meeting, a Board member may participate in such meeting remotely and virtually provided that a physical in-person quorum of the Board is met and that the request by the Board member to appear remotely and virtually is approved via motion by the Board members in attendance, prior to the participation of the Board member.
6. **Agenda:** Agenda materials for the CRTPA meetings shall be distributed to Board Members no later than seven days prior to the meeting, unless otherwise decided by the Chairperson. Supplemental materials shall be provided to the Board Members as soon as practicable.
7. **Meetings Open to the Public:** Meetings will be open to the public. Citizen comments and suggestions are welcomed. Any group which requests in writing will be notified of CRTPA meetings. Members of the public are allowed to speak on any items not on the Agenda during the Public Comment period, with established time limits, and by providing a Speaker Card at the CRTPA meeting as set out in section F.

Members of the public are allowed to comment on items on the agenda at the appropriate time following the same established rules for time limits and providing speaker cards.

8. **Workshops:** The CRTPA may choose to hold workshops from time to time. A quorum shall not be necessary for conducting a workshop; however, all workshops shall be noticed in the same manner as regular meetings of the CRTPA. If the Board meeting is a Board Workshop and no formal votes are taken at the Workshop, The Board may vote at a duly called meeting, prior to the Board Workshop to conduct the Board Workshop as a virtual meeting. If the Board decides to provide for a Board Workshop, remotely and virtually, the Board shall provide for a mechanism for the public to participate in the remote, virtual Workshop.
9. **Roberts Rules of Order:** The most current edition of Roberts Rules of Order Revised is the adopted rule of meeting procedure. The Chairperson (or the Vice Chairperson when serving as Chairperson) shall preside at all meetings.
10. The General Counsel or his designee shall serve as the “parliamentarian”. The CRTPA General Counsel shall advise the Chairperson and the Board at the direction of the Chairperson.
11. CRTPA meetings will be recorded, and minutes will be prepared.
12. Where a Super-Majority Vote is required by the Interlocal Agreement or CRTPA Bylaws, such Super-Majority Vote shall be defined as two-thirds of the vote of the Board members in attendance and no less than 67 points, regardless of the number of members in attendance.
13. The Executive Director shall serve as the clerk of the CRTPA.
14. As necessary, subcommittees and the chair of subcommittees shall be designated by the chair to investigate and report on specific subject areas of interest to the CRTPA. A subcommittee shall consist of at least three members.

F. Citizen Participation at Board Meetings

1. Citizen comments will be accepted during the meeting during the public comment portion of an action item or the designated Citizen Comment section of the meeting agenda.
2. Citizens may speak on issues related to the approved agenda or any issue for which the CRTPA has the statutory authority to act upon.
3. In order to maintain an orderly flow of public comment, citizens will be asked to complete a Request to Speak card. If the citizen is unable to complete the card, s/he will be assisted by the CRTPA staff.

4. Citizens will be allowed to speak for three minutes.
5. Large groups of citizens wishing to speak are encouraged to designate a spokesperson to represent their views.

G. Bylaw Amendments

The CRTPA Bylaws may be amended by a majority vote of the CRTPA. The CRTPA Board may adopt resolutions as necessary to implement, supplement or clarify the CRTPA Bylaws, but shall not substantively alter the policies or procedures contained in the Bylaws except upon a Super-Majority Vote. No less often than annually, the Board shall consider amendments to the Bylaws to incorporate prior resolutions issued by the Board, as appropriate.

H. Creation of Committees

The following committees have been created by the CRTPA, are ratified herein and shall serve as standing committees, with membership subject to appointment by the CRTPA Board:

1. The Technical Advisory Committee (TAC), which shall function as provided in Section 339.175(6)(d) and (8)(b), Florida Statutes, and as otherwise directed by the CRTPA Board. The TAC serves at the pleasure of the Board.
 - a. The TAC serves in an advisory capacity to the CRTPA on matters related to coordinating transportation planning and programming including, but not limited to, review of CRTPA related transportation studies, reports, plans and programs. The TAC shall assist the CRTPA by providing technical resources and recommendations as requested.
 - b. The membership of the TAC must include, whenever possible, planners; engineers; representatives of local aviation authorities, port authorities, and public transit authorities or representatives of aviation departments, seaport departments, and public transit departments of municipal or county governments, as applicable; the school superintendent of each county within the jurisdiction of the CRTPA or the superintendent's designee; and other appropriate representatives of affected local governments.
 - c. In addition to any other duties assigned to it by the CRTPA or by state or federal law, the TAC is responsible for considering safe access to schools in its review of transportation project priorities, long-range transportation plans, and transportation improvement programs, and shall advise the CRTPA on such matters.

- d. In addition, the TAC shall coordinate its actions with local school boards and other local programs and organizations within the metropolitan area which participate in school safety activities, such as locally established community traffic safety teams. Local school boards must provide the CRTPA with information concerning future school sites and in the coordination of transportation service.
 - e. The TAC shall have additional advisory (non-voting) members as the CRTPA deems advisable.
 - f. Each member of the TAC is expected to demonstrate interest in the technical advisory committee's activities through attendance at the regularly scheduled meetings except for reasons of an unavoidable nature. A majority of the TAC may recommend the removal of any member who fails to attend, or arrange for an alternate to attend, three or more meetings in a one-year period. Such recommendations shall be forwarded to the appointing agency or governmental unit through the CRTPA Executive Director.
2. The Citizens Advisory Committee (known as the Citizens Multimodal Advisory Committee) (CMAC), which shall function as provided in Section 339.175(6)(e)1 and (8)(b), Florida Statutes, and as otherwise directed by the CRTPA Board. The CMAC serves at the pleasure of the Board. The membership on the CMAC must reflect a broad cross-section of local residents with an interest in the development of an efficient, safe, and cost-effective multimodal transportation system. Minorities, the elderly, and the handicapped must be adequately represented as well as representatives and users of various transportation modes.
- a. The community at large shall be represented in the transportation planning process by the CMAC. The CMAC serves in an advisory capacity to the CRTPA for the purpose of assisting in the formulation of the CRTPA's goals and objectives, seeking reaction to planning proposals and providing comment with respect to the concerns of various segments of the population regarding their transportation needs.
 - b. Notwithstanding the above provisions, the CRTPA may, with the approval of the department and the applicable federal governmental agency, adopt an alternative program or mechanism to ensure citizen involvement in the transportation planning process.

V. CRTPA General Policies

- A. The CRTPA agenda will be limited to required items only as determined by the Chairperson. Board Members are requested to coordinate with the Executive Director on those items that they wish to have considered, so that they can be adequately staffed prior to being heard by the Board.
- B. The Executive Director is directed to assist the Chairperson in scheduling important matters for Board consideration, where practicable, for at least one discussion meeting prior to scheduling the matter for Board action at a subsequent meeting. Notwithstanding the foregoing, unless otherwise provided by law, Board action shall not be delayed nor subject to challenge simply because it was acted upon at the same meeting at which it was first discussed by the Board. Workshops, retreats and delegated subcommittees of Board Members shall also be considered as methods of exchanging information and opinions on and focusing the analysis of important matters that may later come before the Board for action.

VI. CRTPA Specific Policies

- A. Any policy that affects planning efforts and not administration nor procedural policies of the CRTPA shall be adopted solely by resolution and not become part of these bylaws. Examples of this are resolutions that promote bicycle and pedestrian transportation, or the preservation of right-of-way. All resolutions will be kept in a separate section of each member's agenda book for reference purposes.
- B. A majority vote will be required by the CRTPA when amending, adding, or deleting projects from the Transportation Improvement Program (TIP) or the Priority Project Lists. Per Chapter 339.175(14) Florida Statutes, any amendment that affects projects in the first three years of the TIP must be approved on a recorded roll-call vote or hand-counted vote of a majority of the membership present.

VII. Funding of the CRTPA

- A. Annually, each member government, with the exception of the Leon County School Board, shall pay a proportional share of the operating costs of the CRTPA, over and above the amount annually provided by federal and state sources. Proportional costs are based on population. To the extent that funding allocated for CRTPA operations is exceeded by expenses, the balance shall be funded by the members. The Leon County School Board shall provide in-kind services in lieu of direct funding for CRTPA operations.
- B. The CRTPA staff will perform only those services required by applicable Federal Code and State Statute. If tasks are requested by the CRTPA that are not part of the statutory duty of the CRTPA staff, additional funding will be provided by the member governments.

- C. Prior to July 1 an estimate of the local funding amount will be made known in the Unified Planning Work Program.. Subsequent to the adoption of the Unified Planning Work Program the CRTPA will adopt its annual operating budget. The Unified Planning Work Program is the de facto budget of the CRTPA.
- D. No later than December 31, the CRTPA will send to each member government, with the exception of the Leon County School Board, their proportional share amount due based on prior fiscal year expenditures from October 1 through September 30. Payment of funds by participating governments must be made to the CRTPA no later than March 31.

VIII. Notices.

With the exception of the local government proportionate share notice of annual funding due, all notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be as follows, addressed to the current incumbent:

City of Tallahassee

Mayor
300 South Adams Street
Tallahassee, FL 32301

City Attorney
300 South Adams Street
Tallahassee, FL 32301

Leon County Board of County Commissioners

Chairperson
301 S. Monroe Street, 5th Floor
Tallahassee, Florida 32301

County Attorney
301 S. Monroe Street, Suite 202
Tallahassee, Florida 32301

Gadsden County Board of Commissioners

Chairperson
9-B East Jefferson Street
Post Office Box 1799
Quincy, Florida 32353-1799

Jefferson County Board of County Commissioners

Chairperson
1 Courthouse Circle
Monticello, FL 32344

Wakulla County Board of County Commissioners

Chairperson
3093 Crawfordville Highway
Post Office Box 1263
Crawfordville, FL 32326

Gadsden County Municipalities

Mayor
City of Chattahoochee
P.O. Box 188
Chattahoochee, FL 32324

City Manager
City of Chattahoochee
P.O. Box 188
Chattahoochee, FL 32324

Mayor
Town of Greensboro
150 E 11th Street
Greensboro, FL 32330

Town Manager
Town of Greensboro
150 E 11th Street
Greensboro, FL 32330

Mayor
City of Gretna
Post Office Drawer 220
Gretna, Florida 32332

City Manager
City of Gretna
Post Office Drawer 220
Gretna, Florida 32332

Mayor
Town of Havana
P. O. Box 1068
Havana, FL 32333-1068

Town Manager
Town of Havana
P.O. Box 1068
Havana, FL 32333-1068

Mayor
City of Midway
50 M.L. King Blvd.
Midway, FL 32343

City Manager
City of Midway
50 M.L. King Blvd.
Midway, FL 32343

Mayor
City of Quincy
404 W. Jefferson Street
Quincy, Florida 32351-2328

City Manager
City of Quincy
404 W. Jefferson Street
Quincy, Florida 32351-2328

Leon County School Board

Chairperson
2757 W. Pensacola Street
Tallahassee, Florida 32304

Florida Department of Transportation

District III Secretary
1074 Highway 90
Chipley, Florida 32428

Capital Region Transportation Planning Agency

Executive Director

300 S. Adams Street, Mail Stop A-19

Tallahassee, FL 32301

General Counsel

300 S. Adams Street, Mail Stop A-19

Tallahassee, FL 32301

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address and addressee.

September 10, 2026



EXECUTIVE COMMITTEE AGENDA ITEM 4 C

CRTPA ATTORNEY CONTRACT EXTENSION

TYPE OF ITEM: Consent

STATEMENT OF ISSUE

This item is being brought before the CRTPA Executive Committee to extend the legal contract with Williams Law Group, P.A. by one year.

BACKGROUND AND ANALYSIS

The Professional Services Agreement for legal services with the Williams Law Group (***Attachment 1***) was executed on September 16, 2024. The contract is for a three-year term, two initial years followed by an option to extend the agreement for a third year. Therefore, the CRTPA staff is seeking approval to extend the contract for one year (***Attachment 2***) making the contract expiration date September 16, 2027.

OPTIONS

Option 1: Approve an extension to the Professional Services Agreement for legal services with the Williams Law Group, P.A..
(Recommended)

Option 2: Provide other direction.

ATTACHMENT

Attachment 1: Legal Services Agreement with the Williams Law Group, P.A.

Attachment 2: Legal Services Agreement with the Williams Law Group, P.A., Extension Signature Page

PROFESSIONAL SERVICES AGREEMENT

THIS **AGREEMENT** for Professional Legal Services is entered into this **16th** day of **September**, 2024, by and between the Capital Region Transportation Planning Agency, ("CRTPA") and the law firm of Williams Law Group, P.A. ("Law Firm") shall become effective on the date entered above.

WHEREAS, the CRTPA is a metropolitan planning organization designated pursuant to Section 339.175, Florida Statutes; and

WHEREAS, the CRTPA wishes to obtain the services of the Law Firm for the purpose of assisting the CRTPA in legal matters as referenced below in the Scope of Services; and

WHEREAS, the Law Firm wishes to render the legal services as required by the CRTPA as set forth in the Scope of Services.

NOW, THEREFORE, for valuable consideration and the mutual promises between the parties hereto, it is agreed as follows:

1. Scope of Services. The Law Firm shall perform the following services:

- (a) **Routine CRTPA Meetings, Telephonic Consultation and Advice.** The Primary or Secondary attorneys, as set forth herein, will provide routine telephonic legal consultation with CRTPA Board members, the CRTPA's Executive Director (hereinafter referred to as "the Director") and the CRTPA Staff. The Primary Attorney will attend all CRTPA Board meetings, including the Board's semi-annual retreat, and pre-briefings as requested by the CRTPA Board Chairman or the Director, except when unforeseen situations arise outside the control of the Primary Attorney, in which case a Secondary Attorney may attend.

Formal presentations at C RTPA Board meetings will be by either the Primary Attorney or a Secondary Attorney, at the discretion of the Primary Attorney, unless the Director requests otherwise. The Primary or Secondary Attorneys will provide advice on routine C RTPA issues.

- (b) **Follow up Activities.** The Law Firm will perform follow up activities, as a result of matters addressed or considered during C RTPA meetings or the pre-briefing, at the request of the Director or the Board Chairman. Either the Primary Attorney, Secondary Attorneys, or other attorneys within the Law Firm may perform these follow up activities, unless the Director requests otherwise.
- (c) **Preparation of Presentations to C RTPA Board.** The Law Firm will prepare presentations to the C RTPA Board at C RTPA meetings at the request of the Director or the Board Chairman. The Primary Attorney, Secondary Attorneys, or other attorneys within the Law Firm may prepare these presentations, at the discretion of the Primary Attorney, unless the Director requests otherwise.
- (d) **Legal Opinions.** The Law Firm will provide legal opinions at the request of the Director, the Chairman or the Board. Legal opinions will be provided in a summarized written format suitable for either a presentation to the C RTPA, incorporating into the C RTPA Agenda or policy items. The Primary Attorney, Secondary Attorneys, or other attorneys within the Law Firm may perform research and writing, at the discretion of the Primary Attorney, unless the Director requests otherwise; however, presentations at C RTPA meetings will be in accordance with (c), above. The Law Firm will provide an opinion letter in response to the annual auditor's request for a description of all material pending and threatened litigation, claims and assessments against C RTPA and related matters. As the Law Firm's practice areas do not include Statement of Financial Accounting Standards No. 5, no opinion will be

provided by the Law Firm in relation to the disclosure requirements of Statement of Financial Accounting Standards No. 5.

- (e) **CRTPA Policy Development.** The Law Firm will participate in the development and revisions of CRTPA policy, procedures, bylaws, and governing documents, at the request of the Director. The Primary Attorney, Secondary Attorneys or other attorneys within the Law Firm may attend meetings and perform research, writing, and related work, at the discretion of the Primary Attorney, unless the Director requests otherwise; however, presentations at CRTPA meetings will be in accordance with (c), above.
- (f) **Litigation.** The Law Firm will provide litigation support to the CRTPA at the request and with the authorization of the Board Chairman or the Director. Either the Primary Attorney, the Secondary Attorneys or other attorneys within the Law Firm may provide these services, at the discretion of the Primary Attorney.
- (g) **CRTPA Contracts.** The Law Firm will participate in the preparation of contracts, contract negotiations, settlements, changes, and the initial evaluation of protests at the request of the Director in conjunction with the City or County procurement offices, as needed. The Primary Attorney, Secondary Attorneys or other attorneys within the Law Firm may attend meetings, perform evaluations and research and writing, at the discretion of the Primary Attorney, unless the Director requests otherwise; however, presentations at CRTPA meetings will be in accordance with (c), above.
- (h) **Other Services.** The Law Firm shall render such other legal professional services as may on occasion be specifically requested by the CRTPA and duly authorized in writing by the Director or the Board Chairman. The Director or his designee shall be the coordinator for all CRTPA requests for legal services from the Law Firm and shall be responsible for ensuring the Law Firm provides the

requested legal services in a timely and satisfactory manner. The Primary Attorney, Secondary Attorneys or other attorneys within the Law Firm may perform these services, at the discretion of the Primary Attorney, unless the Director requests otherwise; however, presentations at CRTPA meetings will be in accordance with (c), above.

2. Compensation.

(a) The Law Firm shall be compensated for professional fees with a monthly retainer as follows:

- 1) In the amount of \$18,060.00 per year (billed at \$1,505.00 per month) and a rate of \$350.00 per hour for 4.3 hours, per month for services rendered to the CRTPA as listed in paragraphs l (a) above.
- 2) The Law Firm will perform such services in excess of the monthly allocation hours upon conferring with and receiving written approval from the Executive Director to do so and be compensated therefore at the hourly rate in paragraph 1, above. Should the Law Firm propose that additional compensation should be provided for such work, it will present its proposal and justification to the Director, who will have discretion to approve or disapprove such additional compensation based on CRTPA Board direction as provided for herein. All approvals for additional compensation will be made in writing.
- 3) The Law Firm shall be compensated at the billing rate per hour, as outlined herein, for services rendered to the CRTPA as listed in paragraphs l(b)-(h) above, and for all authorized services rendered as listed in paragraphs 1(a) above, that exceed the budgeted allocated hours in any one month.
- 4) The Law Firm shall be compensated for all out-of-pocket expenses and other charges incurred in providing services under this Agreement.

5) On or before the 15th day of each consecutive month during the term of this agreement, the Law Firm shall prepare and submit an invoice for such fees, costs, and expense incurred in providing services during the preceding month. Invoices will include the name of the attorney performing the work, a description of the work performed, hours expended during the billing period, cumulative hours on the specific task, the amount currently billed, and any prior due balances. Invoices shall be submitted to the Director, via e-mail, as designated by the Director. Invoices shall also provide details as to specific and cumulative time expended, disbursements made, payments made to any certified DBE firms and other expenses incurred as may be required by the Director. Semi-annually, the Law Firm shall provide written documentation, which identifies the progress made toward the CRTPA's DBE goal of 8.5% participation.

3. Maintenance of Professional Standards and Malpractice Insurance.

The Law Firm shall maintain familiarity with the Code of Professional Responsibility of the Florida Bar and shall ensure that its representation shall be in compliance with the standards of conduct set by those rules. In the event of any questions concerning any potential conflict of interest between the CRTPA and any other client represented by the Law Firm, the same shall be disclosed to the Director immediately upon the issue being raised. The Director will develop a recommendation as to the conflict to present to the CRTPA Board for its consideration.

4. Insurance.

The Law Firm shall obtain and maintain malpractice insurance and shall provide documentation of same.

5. Primary and Secondary Attorneys Professional Services Responsibility.

The legal services under this Agreement shall be provided by Thornton Williams, Esquire, as Primary Attorney, and Harriet Williams, Esquire, as a Secondary Attorney under this Agreement, and other attorneys within the Law Firm, when necessary, as described in paragraph 1, above.

6. Term of Agreement.

This Agreement is for a term of three (3) years from the date first above stated, but may be amended from time to time, in writing, by mutual agreement of the parties. This Agreement may be unilaterally terminated for convenience by either party upon the providing of 30 days written notice to the other party. The three years under this Agreement shall be for a two-year term with one, one year option to extend and further provided that funding approval by the CRTPA Board is obtained prior to renewal.

7. Assignment.

This Contract shall not be assigned or sublet as a whole or in part without the written consent of the CRTPA nor shall the Law Firm assign any monies due or to become due to him hereunder without the previous written consent of the CRTPA.

8. Indemnification.

The Law Firm agrees to indemnify and hold harmless the CRTPA from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Law Firm, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Law Firm, including but not limited to costs and a reasonable attorney's fee.

9. Audits, Records and Records Retention.

The Law Firm agrees:

(a) To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and accurately reflect all revenues and expenditures of funds provided by the CRTPA under this contract.

(b) To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of three (3) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

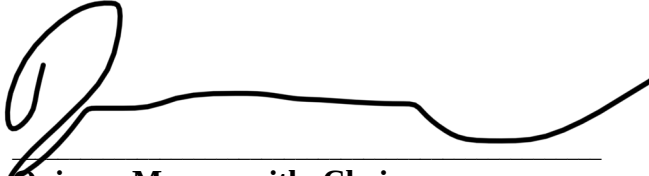
(c) Upon completion or termination of the contract and at the request of the CRTPA, the Law Firm will cooperate with the CRTPA to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.

(d) To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the CRTPA.

(e) Persons duly authorized by the CRTPA and Federal auditors, pursuant to 45 CFR, Part 92.36(1)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

(f) To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

AGREED TO the date first above stated,

A handwritten signature in black ink, appearing to be 'Quincee Messersmith', written over a horizontal line.

**Quincee Messersmith, Chair
CAPITAL REGION TRANSPORTATION
PLANNING AGENCY
300 S. Adams Street, A-1
Tallahassee, Florida 32303**

A handwritten signature in black ink, appearing to be 'Thornton Williams', written over a horizontal line.

**By: Thornton Williams
800 N. Calhoun Street
Suite 1B
Tallahassee, Florida 32301**

RESOLUTION

A **RESOLUTION** of the Capital Region Transportation Planning Agency ("CRTPA") authorizing the execution of a contract between the CRTPA and the Williams Law Group, P.A.

WHEREAS, the CRTPA wishes to contract for legal service; and

WHEREAS, the CRTPA has completed negotiations the Williams Law Group, P.A. for legal services; and

WHEREAS, the CRTPA has found that the Williams Law Group, P.A. is the qualified to preform legal services for CRTPA,

NOW THEREFORE, BE IT RESOLVED BY THE CRTPA THAT:

1. The CRTPA has the authority to enter into a contract for legal services.
2. The CRTPA has approved the scope of services and fees.
3. The CRTPA has funding within its annual budget for the legal services.
4. The CRTPA authorizes the Chair to execute and Executive Director to administer a contract with the Williams Law Group, P.A. for legal services.

DULY PASSED AND ADOPTED THIS 16th DAY OF September 2024.



**By: Quincee Messersmith , Chair
Capital Region Transportation
Planning Agency**

EXTENSION OF AGREEMENT

Pursuant to Section 6 of the Agreement with the Williams Law Group, P.A., the Capital Region Transportation Planning Agency hereby elects to extend the Professional Services Agreement for the Agency's legal services with the Williams Law Group, P. A.

Dated this _____ day of September, 2026

Commissioner Nick Maddox
Chair

Thornton Williams

Thornton Williams
Williams Law Group. P. A.

September 10, 2026



EXECUTIVE COMMITTEE AGENDA ITEM 5 A

FISCAL YEAR 2025 CRTPA ANNUAL FINANCIAL STATEMENTS

TYPE OF ITEM: Action

STATEMENT OF ISSUE

The purpose of this item is to present and discuss the CRTPA's Fiscal Year (FY) 2025 Annual Financial Statements developed for the period October 1, 2024 through September 30, 2025.

HISTORY

Annually, with the support of the City of Tallahassee's Grants and Finance Departments, the CRTPA performs a financial audit as required by the executed grant agreements with the Florida Department of Transportation. The CRTPA contracts with James Moore and Company for auditing services.

BACKGROUND AND ANALYSIS

The Capital Region Transportation Planning Agency's management is responsible for the preparation and fair presentation of financial statements in accordance with US Generally Accepted Accounting Principles. Additionally, the CRTPA must comply with federal and state laws and regulations, provisions of grant agreements, and accounting and reporting requirements associated with such grants. Auditors with James Moore and Company prepared the CRTPA FY 2025 Annual Financial Statements which is provided as ***Attachment 1***.

The audit was conducted in accordance with the attestation standards by the American Institute of Certified Public Accountants. Those standards require that the Auditor plan and perform the examination to obtain reasonable assurances about whether the agency complied with the requirements of Section 215.97, Florida Statutes, (Florida Single Audit Act) and applicable requirements of Code of Federal Regulations 2 CFR 200 for the year ending September 30, 2025.

SUMMARY OF AUDITOR’S RESULTS

Part of the audit is an assessment of the CRTPA’s financial condition and management. Upon completing the review of the general ledger, processes and supporting documentation, the Auditor did not identify any recommendations or corrective actions. As a routine part of the audit, the CRTPA and Finance staff review all invoicing to identify any potential prepayments and ensure such expenses are recorded accordingly. Such processes address the corrective action presented in the FY 2024 Annual Financial Statements Report. The audit was submitted timely to the Federal Clearinghouse and the Florida Department of Transportation. The CRTPA continues to be classified as a low risk auditee.

RECOMMENDED ACTIONS

Option 1: The CRTPA Executive Committee accept the CRTPA FY 2025 Annual Financial Statements.

Option 2: CRTPA Executive Committee discretion.

ATTACHMENTS

Attachment 1: FY 2025 CRTPA Annual Financial Statements



CAPITAL REGION

TRANSPORTATION PLANNING AGENCY



PREPARED BY:
Financial Services
Department
Financial Reporting
Division

Annual Financial Statements

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025



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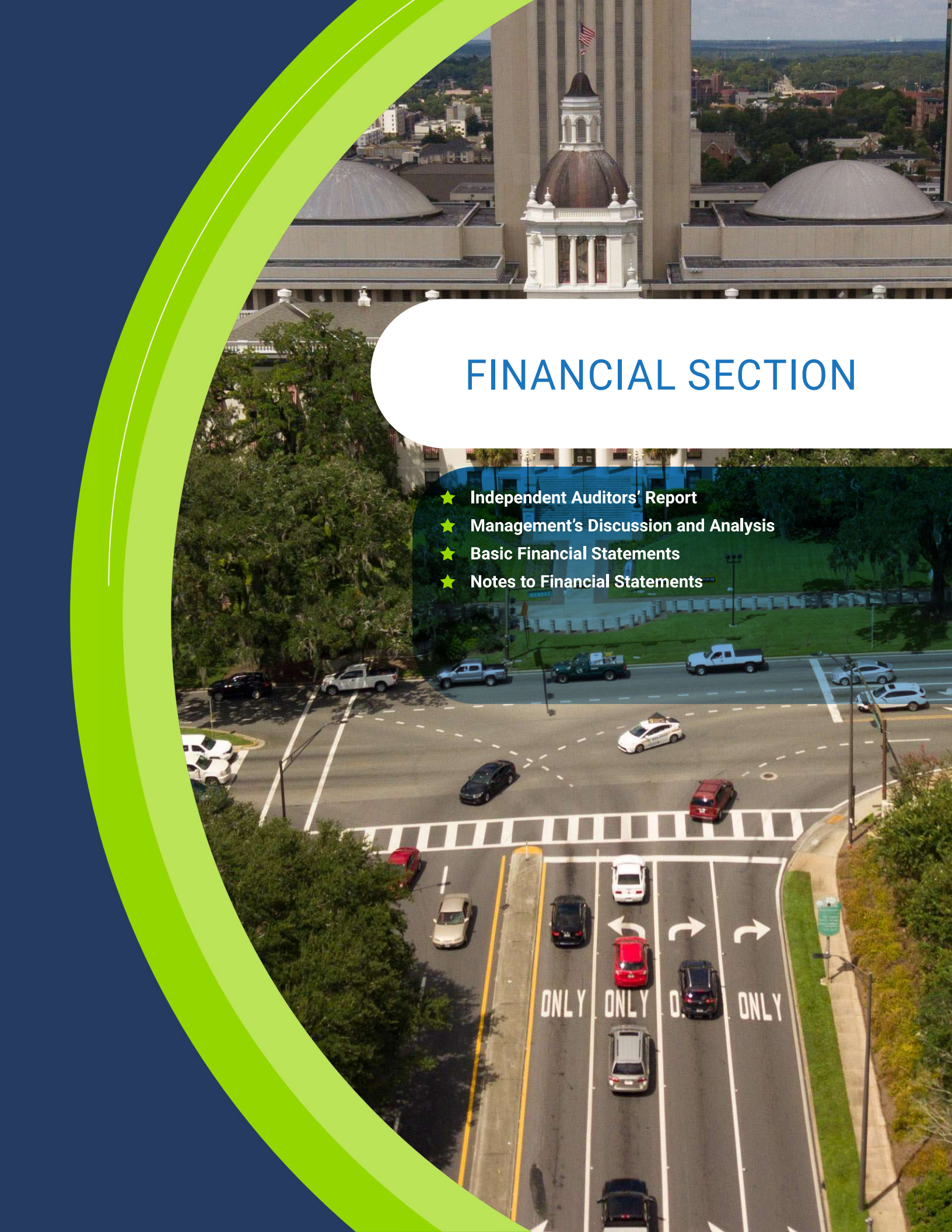
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An aerial photograph of a city street intersection. In the background, a large, light-colored building with a prominent central dome and two smaller domes on either side is visible. The building has a classical architectural style with columns and a flagpole on top. The foreground shows a multi-lane road with white lane markings and a crosswalk. Several cars are visible on the road, including a white car, a red car, and a black car. A green sign is visible on the right side of the road. A large, curved green graphic element is on the left side of the page.

FINANCIAL SECTION

- ★ Independent Auditors' Report
- ★ Management's Discussion and Analysis
- ★ Basic Financial Statements
- ★ Notes to Financial Statements

INDEPENDENT AUDITORS' REPORT

To the Governing Board
of the Capital Region Transportation Planning Agency:

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of the Capital Region Transportation Planning Agency (the Agency), as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Agency, as of September 30, 2025, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* (GAS), issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Agency and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Agency's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and GAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and GAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Agency's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that management's discussion and analysis and required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

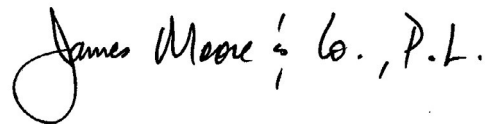
Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Agency's basic financial statements. The schedule of expenditures of federal awards as required by the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The schedule of expenditures of federal awards is the responsibility of management and is derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 29, 2026, on our consideration of the Agency's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive, flowing style.

Tallahassee, Florida
June 29, 2026



Management's Discussion and Analysis

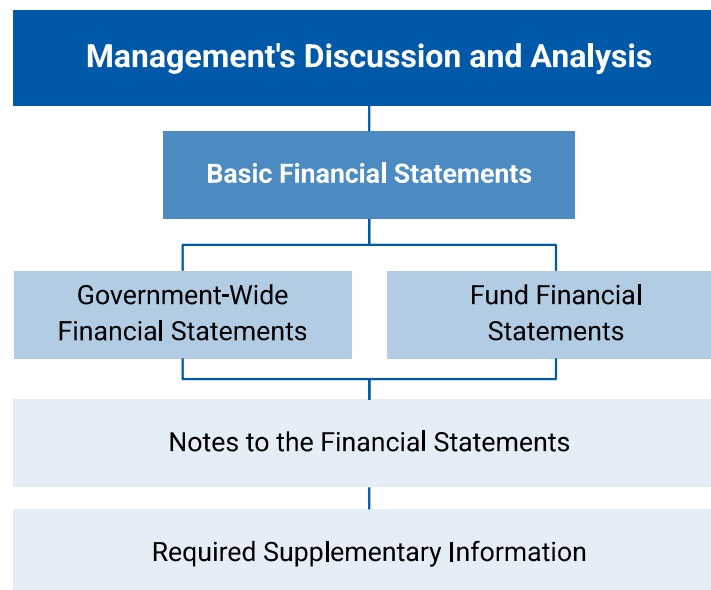
As management of the Capital Region Transportation Planning Agency (CRTPA), we offer readers of CRTPA's financial statements this narrative overview and analysis of CRTPA's financial activities for the fiscal year ended September 30, 2025. We encourage readers to consider the information presented here in conjunction with CRTPA's financial statements which are presented in thousands.

Financial Highlights

- Total assets and deferred outflows of resources of \$1,752,000 decreased by \$53,000 from the prior year primarily due to the net decrease in pension and OPEB related balances and an increase in due from other governments. Total liabilities and deferred inflows of \$1,863,000 decreased by \$139,000 primarily related to changes in pension and OPEB related balances. When applicable, negative cash balance gets reclassified to Due to other governments since the City is effectively temporarily loaning the cash to cover the Agency's expenses.
- Net position increased by \$86,000 during the fiscal year due to current year operations.
- Revenues of \$1,662,000, primarily operating grants, were received during the fiscal year, as compared to \$1,610,000 in prior year. Expenses of \$1,576,000, primarily personnel expenses and contractual services, were incurred during the fiscal year, as compared to \$1,582,000 in the prior year.

An Overview of the Financial Statements

Required Components of CRTPA's Annual Financial Report



The focus of the financial statements is on both CRTPA's overall financial status and the major individual funds. The following briefly describes the component parts.

Government-Wide Statements

The government-wide financial statements are designed to report information about CRTPA as a whole using accounting methods similar to those used by private-sector companies. The Statement of Net Position combines all of CRTPA's current financial resources with capital assets and long-term obligations. Net position, the difference between CRTPA's assets and liabilities, is one way to measure its financial health.

CRTPA is considered a single-function government with all activities classified as governmental rather than business-type. Consequently, the government-wide financial statements include only governmental activities. These are services that are financed primarily from Federal and State grants and contributions from member governments. Business-type activities by definition include services for which specific fees are charged, which are meant to cover the cost of providing those services. The CRTPA does not have these types of activities.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. All of CRTPA's funds are considered to be governmental funds. CRTPA maintains a general fund and a special revenue fund; both of which are considered major funds. The following chart describes the fund requirements:

Scope	Includes CRTPA's revenues, which are primarily from operating grants
Required financial statements	Balance Sheet Statement of Revenues, Expenditures and Changes in Fund Balances
Accounting basis and Measurement focus	Modified accrual accounting and current financial resources focus
Type of asset / liability information	Only assets expected to be used up and liabilities that come due during the year or soon thereafter, no capital assets are included
Type of inflow / outflow information	Revenues for which cash is received during or soon after the end of the year; expenditures when goods or services have been received and payment is due during the year or soon thereafter

Government-Wide Financial Statements

The following table reflects the condensed Statement of Net Position compared to the prior year. CRTPA's net position increased by \$86,000 in fiscal year 2025. Total assets increased by \$77,000 and total liabilities decreased by \$320,000.



Table 1
Statement of Net Position
As of September 30
Governmental Activities
(in thousands)

	2025	2024	\$ Change
Assets			
Current Assets	\$ 1,095	\$ 1,018	\$ 77
Deferred Outflows of Resources	657	787	(130)
Total Assets and Deferred Outflows	<u>1,752</u>	<u>1,805</u>	<u>(53)</u>
Liabilities			
Current Liabilities	915	860	55
Noncurrent Liabilities	291	666	(375)
Total Liabilities	1,206	1,526	(320)
Deferred Inflows of Resources	657	476	181
Total Liabilities and Deferred Inflows	<u>1,863</u>	<u>2,002</u>	<u>(139)</u>
Net Position			
Unrestricted	(111)	(197)	86
Total Net Position	<u>(111)</u>	<u>(197)</u>	<u>86</u>
Total Liabilities, Deferred Inflows and Net Position	<u>\$ 1,752</u>	<u>\$ 1,805</u>	<u>\$ (53)</u>

Changes In Net Position

In 2025, CRTPA's total revenues were \$1,662,000 and expenses were \$1,576,000, resulting in an increase in net position of \$86,000. Revenues consisted primarily of operating grants and contributions; expenses consisted primarily of personnel costs and contractual services. The following table shows comparative revenues and expenses by sources and programs and the resulting change in net position:

Table 2
Statement of Activities
For the year ended September 30
Governmental Activities
(in thousands)

	2025	2024	\$ Change
Revenues			
Program Revenues			
Operating Grants and Contributions	\$ 1,629	\$ 1,599	\$ 30
General Revenues			
Net Unrestricted Investment Earnings	22	2	20
Change in Fair Value of Investments	8	6	2
Miscellaneous	3	3	-
Total Revenues	<u>1,662</u>	<u>1,610</u>	<u>52</u>
Expenses			
Transportation	<u>1,576</u>	<u>1,582</u>	<u>(6)</u>
Total Expenses	<u>1,576</u>	<u>1,582</u>	<u>(6)</u>
Change in Net Position	86	28	58
Net Position - October 1	(197)	(225)	28
Net Position - September 30	<u>\$ (111)</u>	<u>\$ (197)</u>	<u>\$ 86</u>

Fund Financial Statements

The following table reflects the sources and uses and the resulting change in fund balances for each fund:

Table 3
Governmental Funds
Financial Analysis
(in thousands)

Fund	Fund Balances 9/30/2024	Sources	Uses	Sources Over (Under) Uses	Fund Balance 9/30/2025
General	\$ 174	\$ 1,624	\$ 1,599	\$ 25	\$ 199
Special Revenue	35	38	37	1	36
Total	<u>\$ 209</u>	<u>\$ 1,662</u>	<u>\$ 1,636</u>	<u>\$ 26</u>	<u>\$ 235</u>

Budgetary Highlights

A schedule showing the original budget for CRTPA's General Fund and the final budget and comparing the final budget to the actual results is included in the required supplementary information to the financial statements. There were no changes made to the budget during the year.

Economic and Other Factors That May Impact CRTPA's Financial Position

Projected population increases continue to place pressure on the transportation infrastructure for the four-county area; therefore, there continues to be a need for coordinated planning of the transportation needs of the area. CRTPA's core funding comes from federal planning funds and is established by formula.

Fiscal Year 2025 Budget

CRTPA's General Fund Budget for fiscal year 2025 totaling \$3,402,000 consists primarily of personnel costs and contractual services; funding for these expenses continues to be primarily from federal grants.

Financial Contact

This financial report is designed to provide citizens, taxpayers, customers, and creditors with a general overview of CRTPA's finances and to demonstrate the CRTPA's accountability for the money it receives. If you have questions about the report or need additional financial information, contact the City of Tallahassee's Financial Reporting Division, 300 South Adams Street, Box A-29, Tallahassee, Florida 32301-1731 or by calling 850-891-8473.



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BASIC FINANCIAL STATEMENTS

CAPITAL REGION TRANSPORTATION PLANNING AGENCY

These basic financial statements provide a summary overview of the financial position as well as the operating results of the Capital Region Transportation Planning Agency. They also serve as an introduction to the more detailed statements and schedules that follow in subsequent sections:

- ★ **Government-Wide Financial Statements**
- ★ **Fund Financial Statements**
- ★ **Notes to Financial Statements**

Statement of Net Position
September 30, 2025
(in thousands)

ASSETS AND DEFERRED OUTFLOWS OF RESOURCES

Current Assets	
Cash and Cash Equivalents	\$ 12
Securities Lending Collateral	9
Prepays	58
Due from Other Governments	1,016
Total Current Assets	<u>1,095</u>
Deferred Outflows of Resources	
Pension Related Deferred Outflows	598
OPEB Related Deferred Outflows	59
Total Deferred Outflows of Resources	<u>657</u>
Assets and Deferred Outflows of Resources	<u>\$ 1,752</u>

LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION

Current Liabilities	
Accounts Payable and Accrued Expenses	\$ 151
Securities Lending Obligations	9
Due to Other Governments	700
Compensated Absences	55
Total Current Liabilities	<u>915</u>
Noncurrent liabilities	
Compensated Absences	27
Net OPEB Liability	144
Net Pension Liability	120
Total Noncurrent Liabilities	<u>291</u>
Total Liabilities	<u>1,206</u>
Deferred Inflows of Resources	
Pension Related Deferred Inflows	552
OPEB Related Deferred Inflows	105
Total Deferred Inflows of Resources	<u>657</u>
Net Position	
Unrestricted	(111)
Total Net Position	<u>(111)</u>
Total Liabilities, Deferred Inflows of Resources and Net Position	<u>\$ 1,752</u>

The notes to the financial statements are an integral part of these financial statements

Statement of Activities
Year ended September 30, 2025
(in thousands)

Function/Programs	Expenses	Program Revenues			Net (Expenses) Revenues and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Governmental Activities
Primary government					
Transportation	\$ 1,576	\$ -	\$ 1,629	\$ -	\$ 53
Total primary government	<u>\$ 1,576</u>	<u>\$ -</u>	<u>\$ 1,629</u>	<u>\$ -</u>	<u>\$ 53</u>
GENERAL REVENUES					
Net Unrestricted Investment Earnings					\$ 22
Change in Fair Value of Investments					8
Miscellaneous					3
Change in Net Position					<u>86</u>
Net Position - October 1					(197)
Net Position - September 30					<u>\$ (111)</u>

The notes to the financial statements are an integral part of these financial statements

Balance Sheet
Governmental Funds
September 30, 2025
(in thousands)

	General	Special Revenue	Total Governmental Funds
ASSETS			
Cash and Cash Equivalents	\$ -	\$ 12	\$ 12
Securities Lending Collateral	9	-	9
Prepays	58	-	58
Due from Other Governments	979	37	1,016
Total Assets	<u>\$ 1,046</u>	<u>\$ 49</u>	<u>\$ 1,095</u>
LIABILITIES			
Accounts Payable and Accrued Expenses	\$ 138	\$ 13	\$ 151
Securities Lending Obligations	9	-	9
Due to Other Governments	700	-	700
Total liabilities	<u>847</u>	<u>13</u>	<u>860</u>
FUND BALANCES			
Committed	199	36	235
Total fund balance	199	36	235
Total Liabilities and Fund Balances	<u>\$ 1,046</u>	<u>\$ 49</u>	<u>\$ 1,095</u>

The notes to the financial statements are an integral part of these financial statements



**Reconciliation of the Governmental Funds Balance Sheet
to the Statement of Net Position
September 30, 2025
(in thousands)**

Total fund balance per the governmental fund financial statements	\$ 235
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Deferred outflows of resources related to the pension liability and the Net OPEB liability are not reported in the governmental funds.	657
OPEB liabilities are not due and payable in the current period and, therefore, are not reported in the governmental funds.	(144)
Certain amounts related to the Net Pension Liability will not be paid in the current period and, therefore, are not reported in the funds.	(120)
Deferred inflows of resources related to the pension liability and the Net OPEB liability are not reported in the governmental funds.	(657)
Compensated absences are not due and payable in the current period and, therefore, are not reported in the governmental funds.	(82)
Total net position per the government-wide statement of net position	<u>\$ (111)</u>

The notes to the financial statements are an integral part of these financial statements

**Statement of Revenues, Expenditures, and
Changes in Fund Balance
Governmental Funds
Year ended September 30, 2025
(in thousands)**

	General	Special Revenue	Total Governmental Funds
REVENUES			
Intergovernmental Revenues			
Federal	\$ 1,593	\$ 35	\$ 1,628
CRTPA Members	1	-	1
Change In The Fair Value of Investments	8	-	8
Miscellaneous Revenues	-	3	3
Net Investment Earnings	22	-	22
Total revenues	<u>1,624</u>	<u>38</u>	<u>1,662</u>
EXPENDITURES			
Current			
Transportation			
Personnel services	779	-	779
Operating expenses	734	37	771
Administrative charges	86	-	86
Total expenditures	<u>1,599</u>	<u>37</u>	<u>1,636</u>
Excess of Revenues Over (Under) Expenditures	<u>25</u>	<u>1</u>	<u>26</u>
Net Change in Fund Balances	25	1	26
Fund Balances - October 1	174	35	209
Fund Balances - September 30	<u><u>\$ 199</u></u>	<u><u>\$ 36</u></u>	<u><u>\$ 235</u></u>

The notes to the financial statements are an integral part of these financial statements



**Reconciliation of the Statement of Revenues, Expenditures and
Changes in Fund Balances of Governmental Funds
to the Statement of Activities
Year ended September 30, 2025
(in thousands)**

Net change in fund balance per the governmental fund financial statements	\$ 26
Amounts reported for governmental activities in the Statement of Activities are different because:	
The net change in compensated absences, which is reported in the Statement of Activities, does not require the use of current financial resources and, therefore, is not reported as an expenditure in governmental funds.	(10)
Pension related items reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as an expenditure in the governmental funds.	69
OPEB related items reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as an expenditure in the governmental funds.	2
Other miscellaneous adjustments.	(1)
Change in net position per the government-wide Statement of Activities	<u>\$ 86</u>

The notes to the financial statements are an integral part of these financial statements



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NOTES TO THE FINANCIAL STATEMENTS

CAPITAL REGION TRANSPORTATION PLANNING AGENCY

- ★ NOTE I - Summary of Significant Accounting Policies
- ★ NOTE II - Stewardship, Compliance, and Accountability
- ★ NOTE III - Detail Notes - All Funds
- ★ NOTE IV - Other Information

Notes to the Financial Statements

September 30, 2025

Note I - Summary of Significant Accounting Policies

This summary of significant accounting policies is presented to assist the reader in interpreting the financial statements of the Capital Region Transportation Planning Agency (CRTPA). These policies are considered essential and should be read in conjunction with the accompanying financial statements. The accounting policies of the CRTPA conform to Generally Accepted Accounting Principles (GAAP) as applicable to governmental units. This report, the accounting system of the CRTPA, and the classification of accounts, conform to standards of the Governmental Accounting Standards Board (GASB).

A. Reporting Entity

In December 2004, the CRTPA was created through an interlocal agreement between the Florida Department of Transportation; the Counties of Leon, Gadsden, and Wakulla; the Cities of Midway, Quincy, and Tallahassee; the Town of Havana and the Leon County School Board as authorized by Section 163.01 Florida Statutes. CRTPA was established in order for the members to participate cooperatively in the development of transportation related plans and programs. Currently, the governing board consists of voting representatives from the Counties of Leon, Gadsden, Jefferson and Wakulla; the Cities of Midway, Quincy, Tallahassee, Chattahoochee and Gretna; the Towns of Greensboro and Havana, the Leon County School Board, and three nonvoting representatives from the Florida Department of Transportation, the Federal Highway Administration, and StarMetro (City of Tallahassee Transit system). The CRTPA is not a component unit of any of the entities listed or any other entity. In addition, the CRTPA has not identified any other entities for which the CRTPA has operational or financial relationships that would require them to be included as component units of the CRTPA.

On November 17, 2007, CRTPA members voted to expand the boundaries of the planning area to include all of Gadsden County, Jefferson County, Leon County, and Wakulla County and to make the necessary changes to the Interlocal Agreement to reflect this change. On January 12, 2009, CRTPA members approved the Apportionment Plan, which is the initial step in recognizing new representatives from the expanded boundaries. CRTPA staff contacted each of the counties and municipalities to obtain a formal resolution from each governing body stating they wished to participate as a member of the CRTPA. An approved apportionment plan and all the resolutions obtained were sent to the Florida Department of Transportation on August 12, 2010 for review and were approved by the Governor's Office on March 17, 2011.

The CRTPA receives federal and state transportation planning funds for the performance of its transportation planning and programming activities. If operating expenses exceed the external funding obtained, the deficit is funded by the members of the CRTPA in proportion to their weighted votes.

B. Government-Wide and Fund Financial Statements

The government-wide financial statements report information on all the activities of the CRTPA. The effect of interfund activity has been eliminated from these government-wide statements. These statements include the Statement of Net Position and the Statement of Activities.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those expenses that are clearly identifiable with a specific function or segment. Program revenues are revenues that derive directly from the program itself or from parties outside the reporting government's taxpayers or citizenry. Program revenues reduce the net cost of the function to be financed from the government's other revenues. Program revenues in the current year primarily consisted of grant revenues from the US Department of Transportation, passed through the Florida Department of Transportation.



Note I - Summary of Significant Accounting Policies (Continued)

B. Government-Wide and Fund Financial Statements (Continued)

Separate fund financial statements are also provided for the individual governmental funds of the CRTPA. The CRTPA has no other types of funds. All funds are treated as major funds and are therefore presented in separate columns in the fund financial statements. The fund financial statements include the Balance Sheet and the Statement of Revenues, Expenditures and Changes in Fund Balance.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Basis of accounting refers to when revenues, expenditures or expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. Expenditures generally are recorded when a liability is incurred.

When an expense or expenditure is incurred for purposes for which both restricted and unrestricted net assets are available, it is the CRTPA's policy to use restricted resources first, and then unrestricted resources as they are needed.

The CRTPA reports the following major governmental funds:

- The General Fund is the CRTPA's primary operating fund. It accounts for all financial resources of the CRTPA including federal operating grants and contributions from the CRTPA members.
- The Special Revenue Fund accounts for federal grants, state grants and local revenues which are to be used for particular functions of the CRTPA and are not to be diverted to other uses.

D. Assets, Liabilities, and Net Position / Deferred Inflows and Outflows

Cash and Cash Equivalents/Investments – CRTPA considers cash on hand, demand deposits, liquid investments with an original maturity of 90 days or less, and balances included within the City of Tallahassee's (City) cash and investments pool to be cash and cash equivalents. The City's cash and investments pool is an internal cash management pool used to obtain efficiencies of operation and improved financial performance, and includes certain non-pension cash, cash equivalent, and investment securities. CRTPA maintains a share in the equity of the pool which is reported as cash and cash equivalents in the statement of net position since cash may be withdrawn from the pool at any time without penalty. Interest earned by the cash and investments pool is distributed to CRTPA monthly based on daily balances. Liquid investments classified as cash and cash equivalents include repurchase agreements purchased under the terms of the City's depository contract, open repurchase agreements, certificates of deposit, banker's acceptances, commercial paper, and U.S. Treasury direct and agency obligations. Investment securities are carried at fair value.

The bank balances are insured by federal depository insurance and, for the amount in excess of such federal depository insurance, by the State of Florida's Public Depository Act (the Act). Provisions of the Act require that public deposits may only be made at qualified public depositories. The Act requires each qualified public depository to deposit with the State Treasurer eligible collateral equal to or in excess of the required collateral as determined by the provisions of the Act. In the event of a failure by a qualified public depository, losses, in excess of federal depository insurance and proceeds from the sale of the securities pledged by the defaulting depository, are assessed against the other qualified public depositories of the same type as the depository in default. When other qualified public depositories are assessed additional amounts, they are assessed on a pro-rata basis.

Note I - Summary of Significant Accounting Policies (Continued)**D. Assets, Liabilities, and Net Position / Deferred Inflows and Outflows (Continued)**

Investments held in the cash and investments pool measured at fair value are categorized within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. Investments classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets. Investments classified in Level 2 of the fair value hierarchy are based upon observable, market-based inputs for similar, but not identical, investments. Debt securities classified in Level 2 of the fair value hierarchy are valued using a matrix pricing technique. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices. Investments classified in Level 3 of the fair value hierarchy are based upon extrapolated data, proprietary pricing models and indicative quotes for similar securities.

CRTPA has adopted the City's Non-Pension Investment Policy, therefore, the investment policies used by CRTPA are the investment policies of the City. The City's Non-Pension Investment Policy, which is approved by the City Commission, governs the investment of all non-pension monies of the City, including the cash and investments pool, and specifies the types of investments that are authorized for purchase. The investment policies also identify various portfolio parameters addressing issuer diversification, term to maturity and liquidity, and requirement of "purchase versus delivery" perfection for securities held by a third party on behalf of and in the name of the City. Under the Non-Pension Investment Policy, the City Treasurer-Clerk is designated to invest all monies belonging to the City pursuant to the policy, and is responsible for managing the day-to-day investment of all monies. The investment policy is described in more detail in the City's Annual Comprehensive Financial Report (ACFR) along with fair value and credit and interest rate disclosures pertaining to the cash and investments pool. The City ACFR may be obtained by contacting the Financial Services Director at Mailbox A-29, 300 South Adams Street, Tallahassee, Florida 32301 or via the web at Patrick.Twyman@talgov.com.

Prepays – Certain payments to vendors reflect costs applicable to future accounting periods and are recognized on the consumption method and recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets – Capital assets are defined as assets with a cost of \$5,000 or more and an estimated useful life greater than one year.

Capital assets are recorded at historical cost when purchased. Equipment is depreciated using the straight-line method over an estimated useful life of 5 to 10 years. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Deferred Outflows of Resources – Deferred outflows of resources represent a consumption of net assets that applies to a future period and will not be recognized as an outflow of resources (expense) until then. The amounts for pension and OPEB relate to certain differences between projected and actual actuarial results, certain differences between projected and actual investment earnings, as well as contributions between measurement and reporting dates, which are accounted for as deferred outflows of resources.

Compensated Absences – CRTPA employees have the choice of selecting either the City of Tallahassee's benefit options or those of Leon County. Currently, all staff members have selected to participate in the City of Tallahassee's compensated absences policy, under which employees earn vacation, sick and compensatory leave, which may be used or accumulated up to certain limits established by the City's personnel policies. Unused vacation, and certain compensatory leave, is paid upon death, retirement, or termination of employment. Unused sick leave is paid at the rate of 50% upon retirement, certain terminations, or death.

In accordance with GASB Statement No. 101, the CRTPA recognizes a compensated absence liability for employee leave balances that have yet to be used if all of the following are true: a) the leave is attributable to services already rendered; b) the leave accumulates; and c) the leave is more likely than not to be used for time off or otherwise paid in cash or settled through noncash means. The liability for compensated absences has been calculated using the current pay rate as of the date of the financial statements and includes wage-related benefits such as employer-paid Medicare taxes, when applicable.



Note I - Summary of Significant Accounting Policies (Continued)

D. Assets, Liabilities, and Net Position / Deferred Inflows and Outflows (Continued)

In the government-wide statement of net position, compensated absences are reported as liabilities. In the governmental funds balance sheet, a liability is reported only to the extent that compensated absences have matured and are due and payable because of employee resignations, retirements, or terminations.

Deferred Inflows of Resources – Deferred inflows of resources represent an acquisition of net assets that applies to a future period and so will not be recognized as an inflow of resource (revenue) until that time. The amounts for pension and OPEB relate to certain differences between projected and actual actuarial results and certain differences between projected and actual investment earnings, which are accounted for as deferred inflows of resources.

Net Position and Fund Balance – In the government-wide financial statements, net position is unrestricted with the exception of amounts invested in capital assets (net of related debt). For governmental fund financial statements, the Governmental Accounting Standards Board (GASB) issued Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions (GASB 54). This Statement defines the different types of fund balances that a governmental entity must use for fund financial reporting purposes.

GASB 54 requires the fund balance amounts to be properly reported within one of the fund balance categories listed below:

1. Nonspendable fund balance category includes amounts associated with inventories, prepaids, long-term loans and notes receivable, and property held for resale (unless the proceeds are restricted, committed, or assigned),
2. Restricted fund balance category includes amounts that can be spent only for the specific purposes stipulated by constitution, external resource providers, or through enabling legislation,
3. Committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the CRTPA Board (the CRTPA's highest level of decision-making authority),
4. Assigned fund balance classification is intended to be used by the government for specific purposes but do not meet the criteria to be classified as restricted or committed, and
5. Unassigned fund balance is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications.

CRTPA's fund balance is all committed for transportation. If there were restricted fund balances, the CRTPA would spend those first. Then it would spend unrestricted fund balances in the following order: committed, assigned, and unassigned.

Note II - Stewardship, Compliance, and Accountability

A. Budgetary Information

An annual budget is adopted on a budgetary basis for the General Fund. The CRTPA members must approve any revision that alters the total expenditures of the operating budget. There is no requirement to legally adopt a budget for the Special Revenue Fund.

Encumbrance accounting is used to reserve that portion of an applicable appropriation for which requisitions, purchase orders, contracts, and other commitments for the expenditures of resources have been issued. Any encumbrances outstanding at year-end are reported as reservations of fund balance, and do not constitute expenditures or liabilities because the commitments will be re-appropriated and honored during the subsequent year.

B. Compliance with Finance-related Legal and Contractual Provisions

The CRTPA had no material violations of finance-related legal and contractual provisions.

Notes to the Financial Statements

Note III - Detail Notes - All Funds**A. Capital Assets**

There was no capital asset activity for the year ended September 30, 2025. The Agency's only assets totaling \$29,000, classified as equipment, are fully depreciated.

B. Related Party Transactions

As written in Section F, paragraph 1 of the CRTPA's by-laws, "Each member government shall pay a proportional share of the operating costs of the CRTPA, over and above the amount annually provided by federal and state sources. Proportional costs are based on population and stipulated in the interlocal agreements forming the CRTPA."

In addition, due to the reimbursement nature of the grants which primarily fund the CRTPA, the City of Tallahassee provides up-front funding to the CRTPA; as of September 30, 2025, the net amount due from the CRTPA members was approximately \$31,776.

Certain general and administrative functions are charged to the CRTPA by the City of Tallahassee. For the year ended September 30, 2025, the amount of these charges was \$86,286.

Note IV - Other Information**A. Risk Management Program**

The CRTPA is exposed to various risks of loss. The CRTPA participates in the City's Risk Management Program (Program). This Program provides coverage for worker's compensation by self-insuring primary losses up to \$1,250,000; however, beginning in fiscal year 2024, this increased to \$1,500,000. Losses above that amount are insured through an excess policy. General liability, automobile and employment liability are totally self-insured. General and automobile liability losses are statutorily limited by sovereign immunity of \$200,000 per person and \$300,000 per accident. Prior to October 2011, the statutory limit was \$100,000 per person and \$200,000 per accident. The Program also provides for Employment Practice Liability such as allegations of race, gender, and other discrimination or disparate treatment. Liabilities for losses would be recorded when a loss occurs and the amount can be reasonably estimated. There were no such losses at September 30, 2025. In the past three years, there have been no claims.

B. Pension Plan Obligations

Retirement Plans – Employees of the CRTPA participate in the City of Tallahassee benefits program. Employees in the City of Tallahassee (the City) program are eligible to participate in the City's General Employees' Pension Plan (The Plan).

	City of Tallahassee Plan
Plan Obligations and Expense (in thousands):	
Net pension liability	\$ (120)
Pension related deferred outflows	598
Pension related deferred inflows	(552)
Membership Statistical - 2025	
Active employees	5

The Plan is a cost sharing multiple-employer plan established by Chapter 14 of the City Code of Ordinances. Changes to the Plan can only occur through a change in the law by the City Commission. The Plan is administered by the City of Tallahassee Treasurer-Clerk's Office, under guidance from the Plan's Board of Trustees, which is composed of the members of the City Commission and one City police officer or firefighter. The Plan includes defined benefit and defined contribution provisions. Currently, there are five (5) employees participating in the plan.

Note IV - Other Information (Continued)**B. Pension Plan Obligations (Continued)**

The Defined Benefit and Defined Contribution provisions are combined and reported as one plan in the City of Tallahassee's financial statements. The City does not issue a stand-alone financial report on the City Plan. The City's financial statements may be obtained by contacting the Financial Services Director at Mailbox A-29, 300 South Adams Street, Tallahassee, Florida 32301 or via the web at Patrick.Twyman@talgov.com.

1. Defined Benefit Provision

The Plan is established for all three programs in Chapter 14 of the Municipal Code, through Parts A, B, C and D in Article II for general employees with Parts A, B and C closed to new participants. Effective April 1, 2013, the City Commission approved changes to the City's General Employees' Pension Plan creating Part D participants. Part D provides coverage to all new employees hired after that date. All members of the City Plan are covered by one of these parts depending upon employment date. These parts provide a detailed description of the various defined benefit provisions. These provisions include the types of employees covered, benefit provisions, employee eligibility requirements for normal, early and/or vested retirements, and the related benefits of these retirement, pre-retirement death benefits, and provisions for disability retirement. There are also post retirement cost-of-living adjustments (COLA) and health care supplements.

City Plan

	Part C—Employees hired prior to April 1, 2013	Part D—Employees hired after April 1, 2013
Normal Retirement Benefits:		
Age	62 (or 30 years of Credited Service, regardless of age)	65 (or 33 years of Credited Service, regardless of age)
Years of Credited Service (minimum)	5	5
Benefit Calculation	2.25% x AFC x Years of Credited Service	2.25% x AFC x Years of Credited Service
Average Final Compensation (AFC)	Higher of: 1) final 3 yrs; 2) any consecutive 3 yrs – 1/1987 to 12/2005, escalated by 3%; or 3) any consecutive 3 yrs during 1/1987 to the date of retirement.	Average of the highest consecutive 5 years of Credited Service
Maximum Benefit	81% of AFC	81% of AFC
COLA	3% increase in benefits each 10/1 starting at the later of normal retirement date, or age 55 (under age and service eligibility); or age 50 (under service eligibility)	3% increase in benefits each 10/1 starting at the later of normal retirement date of age 65
Early Retirement	If a member is retiring under the age and service eligibility, Normal Retirement Benefit is reduced by 4.8% per year for each year by which the Early Retirement date precedes the Normal Retirement date. If a member is retiring under the service eligibility, the Normal Retirement Benefit is reduced by 5% per year for each year by which the Early Retirement date precedes the Normal Retirement date.	
Disability	Five years of Credited Service for non-service connected disability. None for service connected disability. Benefit: The greater of 1) the member's accrued benefit to date of disability; and 2) the member's benefit with service projected to normal retirement date not to exceed 50% of AFC in effect on the date of disability.	
Contributions Rates – actuarially determined for the year ended September 30, 2025		
City	21.50%	
Employee	5.00%	

Notes to the Financial Statements

Note IV - Other Information (Continued)**B. Pension Plan Obligations (Continued)****2. Defined Contribution Provision**

The City Plan's defined contribution provisions are described in Article V. All employees may elect to contribute a portion of their salary to the defined contribution plan, also known as the Matched Annuity Plan (MAP). Employees can contribute up to, but not exceed, the maximum amount allowed by the Internal Revenue Service. CRTPA contributes 5% to each employee's MAP account. Upon reaching normal retirement age or retiring, a participant shall be paid his contributions, together with accrued earnings. If an employee uses the contributions and accrued earnings to purchase an annuity contract, the Plan will increase the amount of funds (only on the CRTPA's 5%, employee flex matched contribution and employees' contribution up to the 5%) used by the participant by a factor of 50 percent. Employee and the employer's 5% contribution, plus accrued earnings thereon, are 100% refundable to the employee if the employee elects to terminate his vesting rights or is not vested at the date of employment termination.

Net Pension Liability – The total pension liability and net pension liability for the reporting period ending September 30, 2025, were determined as of September 30, 2024, as reported in the October 1, 2024 actuarial valuation.

The CRTPA's proportionate share of the City Plan is based on the covered payroll, since that was the basis for determining employer contributions. The CRTPA's portion of the net pension liability of the City Plan as of September 30, 2025 was as follows (in thousands):

Total pension liability	\$4,606
Plan fiduciary net position	4,486
Net pension liability	120
Plan fiduciary net position as a % of total pension liability	97.39%
CRTPA's proportion of the net pension liability	0.29%

Actuarial Methods and Assumptions – The CRTPA's total pension liability and contribution rates were determined by an actuarial valuation as of September 30, 2024, using the following significant actuarial assumptions applied to all periods included in the measurement. The actuarially determined contribution rates are calculated as of October 1, which is two years prior to the end of the fiscal year in which contributions are reported. The actuarially determined contribution is projected to the contribution year using conventional actuarial projection methods.

City Plan

Valuation Date	September 30, 2024
Actuarial Cost Method	Entry age, normal
Retirement Age	Experience-based table of rates that are specific to the type of eligibility condition
Inflation Rate	2.50%
Salary Increase, Including Inflation Rate	A range of 2.95% to 5%, depending on completed years of service including inflation
Investment Rate of Return	7.25%
Mortality Rate	The mortality tables used are the same as those used in the July 1, 2023 Pension Actuarial Valuation of the Florida Retirement System (FRS) for Regular (other than K-12 School Instructional Personnel) members. These tables are based on the Pub-2010 mortality improvements projected for healthy lives to all future years after 2010 using Scale ME-2018.

Note IV - Other Information (Continued)**B. Pension Plan Obligations (Continued)****3. Investments**

Investments – Plan assets are managed in accordance with the City Plan's Pension Investment Policy. The table below presents the adopted asset allocation as of September 30, 2025.

Asset Class	Target Allocation Percentage	Long-Term Expected Real Rate of Return
Domestic equity	36%	8.1
International equity	9	8.5
Emerging markets equity	4	10.2
Fixed income	17	2.1
Real estate	15	5.6
Private equity	7	12.1
Private credit	7	7.0
Timber	5	4.9
Total	100%	

The City Plan's investments are managed by various investment managers under contract with the Boards who have discretionary authority of the assets managed by them and within the City Plan's investment guidelines as established by the Board. The investments are held in trust by the City Plan's custodian in the City Plan's name. The City of Tallahassee Sinking Fund Commission is responsible for making investment policy changes. These assets are held exclusively for the purpose of providing benefits to members of the City Plan and their beneficiaries.

For the year ended September 30, 2025, the annual money-weighted rate of return on the City Plan's investments, net of investment expense, was 10.2%. The money-weighted rate of return takes into account cash flows into and from the various investments of the City Plan.

The long-term expected rate of return on pension plan investments is based upon an asset allocation study that was conducted for the City Plan by its investment consultant toward the end of fiscal year 2022. The study was prepared by the City Plan's investment consultant, and went through numerous iterations before a final asset allocation was established. The study looked at expected rates of return for twenty-one (21) different asset classes, as well as examining expected standard deviations and correlations among these various asset classes.

4. Discount Rates

Discount Rates – The discount rates used to measure the total pension liability for the City Plan are indicated below. This single discount rate was based on the expected rate of return on pension plan investments of 7.25%. The projection of cash flows used to determine this single discount rate assumed that employee contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between the total actuarially determined contribution rates and the employee rate. Based on these assumptions, the City Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on investments (7.25%) was applied to all periods of projected benefits payments to determine the total pension liability.

The table below represents the sensitivity of the net pension liability/(asset) to changes in the discount rate. The sensitivity analysis shows the City Plan and the CRTPA's proportionate share if the discount rate calculated is 1% higher or 1% lower than the current discount rate (in thousands):

Notes to the Financial Statements

Note IV - Other Information (Continued)

B. Pension Plan Obligations (Continued)

CRTPA Net Pension Liability (Asset) – City Plan

	1% Decrease (6.25%)	Current Discount Rate (7.25%)	1% Increase (8.25%)
City Plan	\$ 245,125	\$ 41,426	\$ (126,550)
CRTPA'S Proportionate Share	\$ 711	\$ 120	\$ (367)

Pension Expense and Deferred Outflows/(Inflows) of Resources – In accordance with GASB 68, paragraphs 54 and 71, changes in the net pension liability are recognized as pension expense in the current measurement period, except as shown below. For each of the following, a portion is recognized in pension expense in the current measurement period, and the balance is amortized as deferred outflows or inflows of resources using a systematic and rational method over a closed period, as defined below:

- Differences between expected and actual experience with regard to economic and demographic factors which are amortized over the average expected remaining service life of all employees that are provided with pensions through the pension plan, both active and inactive.
- Changes of assumptions or other inputs which are amortized over the average expected remaining service life of all employees that are provided with pensions through the pension plan, both active and inactive.
- Changes in proportion and differences between contributions and proportionate share of contributions which are amortized over the average expected remaining service life of all employees that are provided with pensions through the pension plan, both active and inactive.
- Differences between expected and actual earnings on pension plan investments are amortized over five years.

For the year ended September 30, 2025, CRTPA recognized pension expense of \$9,000 for its proportionate share of the Plan. At September 30, 2025, CRTPA reported deferred outflows of resources and deferred inflows of resources related to the Plan from the following sources (in thousands):

	Deferred Outflows of Resources	Deferred Inflows of Resources	Net Deferred Outflows (Inflows) of Resources
Differences between expected and actual experience	\$ 105	\$ 1	\$ 104
Assumption Changes	58	9	49
Change in cost-sharing allocation percentage	13	101	(88)
Net difference between projected and actual earnings on pension plan investments	318	441	(123)
Contributions After Measurement Date	104	-	104
Total	\$ 598	\$ 552	\$ 46

Deferred outflows of resources related to the City Plan in the amount of \$104,000 related to CRTPA contributions to the plan paid subsequent to the measurement date and prior to the employer's fiscal year end will be recognized as a reduction of the net pension liability in the fiscal year ending September 30, 2026. Other amounts reported as deferred outflows of resources and deferred inflows of resources will be recognized as follows (in thousands):

Note IV - Other Information (Continued)**B. Pension Plan Obligations (Continued)**

Year Ending September 30,	
2026	\$ (65)
2027	118
2028	(42)
2029	(69)
Total	\$ (58)

C. Other Post-Employment Benefits (OPEB)

As discussed in Note IV.B., employees of the CRTPA have the option of participating in either the County's or the City's benefit programs. The CRTPA, through the City's Retiree Medical Insurance Plan (OPEB Plan), provides health insurance and prescription drug coverage to its active and retired employees. Pursuant to Section 112.0801, Florida Statutes, the CRTPA is required to permit participation in the health insurance program by retirees and their eligible dependents at a cost to the retiree that is no greater than the cost at which coverage is available for active employees. In addition, the CRTPA, via its participation in the City's program, has elected to provide a partial subsidy to its retirees to offset the cost of such health insurance. As of September 30, 2025, there were no employees of the CRTPA receiving benefits under the OPEB Plan. The City does not issue a stand-alone financial report on the OPEB Plan. The City of Tallahassee's Other Post-Employment Benefit Plan is described in more detail in the City's Annual Financial Report along with the Schedule of Funding Progress. That report may be obtained by writing to the Department of Financial Services, 300 South Adams Street, Tallahassee, Florida 32301 or by calling 850-891-8520.

CRTPA's proportionate share of the City's OPEB Plan is 0.22% and was determined based on the amount of covered payroll as an estimate for determining each employer's proportionate share. The aggregate amounts, reported by the CRTPA as of September 30, 2025, of net OPEB liabilities, related deferred inflows and outflows of resources, and OPEB expenses using a valuation date and measurement date of September 30, 2023 are summarized as follows (in thousands):

OPEB Plan Obligations and Expenses	CRTPA Share of City Plan Amounts
Net OPEB Liability	\$144
OPEB Related Deferred Outflows	59
OPEB Related Deferred Inflows	105
OPEB Expense	7

Benefits - A member receives a reduced rate on the health insurance premium for the City's health insurance plan. All reduced rate premiums will be deducted from the retiree's pension benefit. If the health insurance premium exceeds the pension benefit amount, the member will pay the City for the difference.

Eligibility - A member may continue on the City's health insurance plan upon retirement if the member is drawing a pension for Normal Retirement, Early Retirement or Disability Retirement. The retiree may continue to cover any qualified dependents that were on the City's health insurance plan at the time of retirement. A member who is a Deferred Retiree (eligible to retire upon termination but chooses to defer the commencement of a pension benefit) may choose to remain on the City's health insurance plan and pay the reduced health insurance premium until the commencement of a pension benefit.

Funding Policy - The contribution requirements of OPEB Plan members and the City are established and may be amended by the City Commission. These contributions are neither mandated or guaranteed. The City has retained the right to unilaterally modify its payment for retiree health care benefits. Effective October 1, 2010, the City implemented a "cap" on employer contributions for retirees. Accordingly, the City's subsidy was frozen at the 2010 levels, and retirees must absorb all future premium rate increases.

Notes to the Financial Statements

Note IV - Other Information (Continued)**C. Other Post-Employment Benefits (OPEB) (Continued)**

Net OPEB Liability - At September 30, 2025, the CRTPA reported a liability of \$144,000 for its employees' proportionate share of the net OPEB liability. The net OPEB liability was measured as of September 30, 2024.

The total OPEB liability and contribution rate was determined by an actuarial valuation as of September 30, 2023. The total OPEB liability was rolled forward one year. The significant assumptions used were as follows:

Actuarial Cost Method	Entry Age Normal
Normal Inflation	2.50%
Discount Rate	4.03%, the resulting Single Discount Rate based on the expected rate of return on OPEB Plan investments as of September 30, 2024 at 7.25% and the long-term municipal bond rate as of September 29, 2024 at 3.81%.
Salary Increases	2.95% to 6.40%, including inflation; varies by plan type and years of service.
Retirement Age	Experience-based table of rates that are specific to the plan and type of eligibility condition.
Mortality	Mortality Tables used in the July 1, 2022 actuarial valuation of the Florida Retirement System (FRS). They are based on the results of a statewide experience study covering the period 2013 through 2018. These rates were taken from adjusted Pub-2010 mortality tables published by SOA with generational mortality improvements using Scale MP-2018.
Healthcare Cost Trend Rates	Based on the Getzen Model, with trend starting at 5.90% for 2024 (based on actual premium rates), followed by 6.00% for 2025, and gradually decreasing to an ultimate trend rate of 4.00%.
Aging factors and Expenses	Based on the 2013 SOA Study "Health Care Costs - From Birth to Death"; Investment expenses are net of the investment returns; and Administrative expenses are included in the per capita health costs.
Other Information Notes:	The following assumption changes have been reflected in the Schedule of Changes in the Total OPEB Liability for the measurement period ending September 30, 2024: - The Single Discount Rate was changed from 4.73% to 4.03%. - There were no benefit changes during the year.

Sensitivity of net OPEB Liability to changes in the Single Discount Rate - The following presents the plan's net OPEB liability, calculated using a Single Discount Rate of 4.03%, as well as what the plan's net OPEB liability would be if it were calculated using a Single Discount Rate that is one percent lower or one percent higher (in thousands):

Current Single Discount Rate Assumption		
1% Decrease 3.03%	4.03%	1% Increase 5.03%
\$164	\$144	\$126

Sensitivity of the net OPEB liability to changes in the healthcare cost trend rates - The following presents the plan's net OPEB liability, calculated using the assumed trend rates as well as what the plan's net OPEB liability would be if it were calculated using a trend rate that is one percent lower or one percent higher (in thousands):

Current Healthcare Cost Trend Rate Assumption		
1% Decrease	Cost Trend Rate Assumption	1% Increase
\$129	\$144	\$161

**Note IV - Other Information (Continued)****C. Other Post-Employment Benefits (OPEB) (Continued)**

OPEB Expense and Deferred Outflows/(Inflows) of Resources Related to OPEB - In accordance with GASB 75, changes in the net OPEB liability are recognized as OPEB expense in the current measurement period, except as shown below. For each of the following, a portion is recognized in OPEB expense in the current measurement period, and the balance is amortized as deferred outflows or inflows of resources using a systematic and rational method over a closed period, as defined below:

- Differences between expected and actual experience with regard to economic and demographic factors which are amortized over the average expected remaining service life of all employees that are provided with benefits through the OPEB plan, both active and inactive
- Changes of assumptions or other inputs which are amortized over the average expected remaining service life of all employees that are provided with benefits through the OPEB plan, both active and inactive.
- Changes in proportion and differences between contributions and proportionate share of contributions which are amortized over the average expected remaining service life of all employees that are provided with benefits through the OPEB plan, both active and inactive.
- Differences between expected and actual earnings on OPEB plan investments are amortized over five years.

Based on a valuation date of September 30, 2023 and measurement date of September 30, 2023, CRTPA recognized OPEB expenses of \$7,000 for the year ended September 30, 2025. At September 30, 2025, CRTPA reported deferred outflows of resources and deferred inflows of resources related to the OPEB Plan from the following sources (in thousands):

	Deferred Outflows of Resources	Deferred Inflows of Resources	Net Deferred Inflows of Resources
Change in Net OPEB Liability due to Change in Cost-Sharing Allocation Percentage	\$ 10	\$ 44	\$ (34)
Net difference between projected and actual	4	8	(4)
Assumption Changes	23	45	(22)
Differences between expected and actual experience	10	8	2
Contributions After Measurement Date	12	-	12
Total	\$ 59	\$ 105	\$ (46)

Deferred outflows of resources related to the plan of \$12,000, resulting from CRTPA contributions to the plan paid subsequent to the measurement date and prior to the CRTPA's fiscal year, will be recognized as a reduction of the net OPEB liability in the fiscal year ended September 30, 2025. Other amounts reported as OPEB related deferred outflows and inflows of resources will be recognized in future OPEB expense, as follows (in thousands):

Year Ending September 30	Net Amount
2026	\$ (8)
2027	(13)
2028	(10)
2029	(13)
2030	(7)
Thereafter	(6)
Total	\$ (57)

Notes to the Financial Statements

Note IV - Other Information (Continued)

D. Non-Current Liabilities

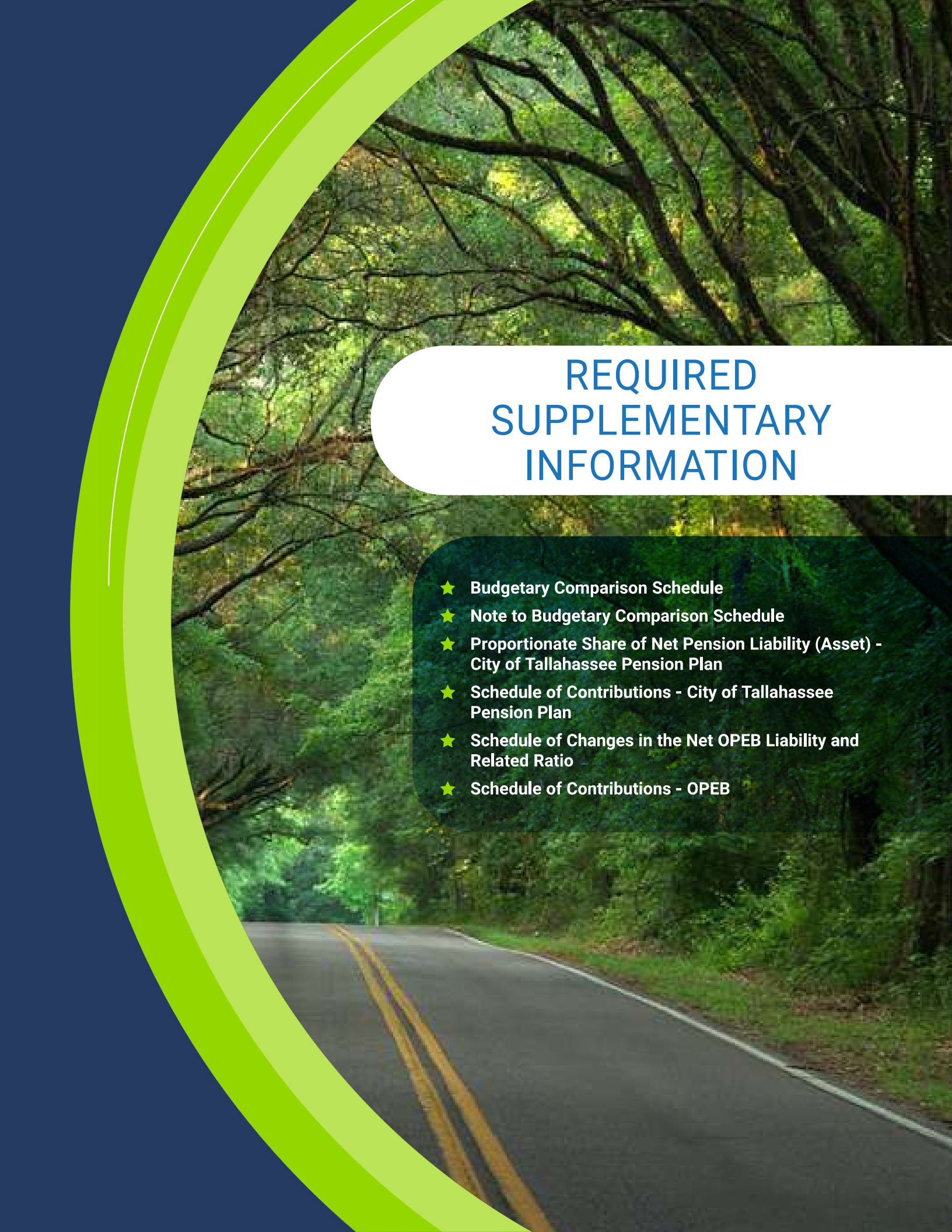
	Beginning Balance	Additions	Reductions	Ending Balance
Governmental activities (in thousands):				
Compensated absences	\$ 20	\$ 7	\$ 0	\$ 27
OPEB liability	185	-	41	144
Net pension liability	461	0	341	120
Total noncurrent liabilities	\$ 666	\$ 7	\$ 382	\$ 291

E. Contingencies

Amounts received or receivable from grant agencies are subject to audit and adjustment by grantor agencies, principally the Federal and State governments. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the CRTPA expects amounts, if any, to be immaterial.

F. Evaluation of Subsequent Events

The CRTPA has evaluated subsequent events through June 29, 2025, the date the financial statements were available to be issued.



REQUIRED SUPPLEMENTARY INFORMATION

- ★ Budgetary Comparison Schedule
- ★ Note to Budgetary Comparison Schedule
- ★ Proportionate Share of Net Pension Liability (Asset) - City of Tallahassee Pension Plan
- ★ Schedule of Contributions - City of Tallahassee Pension Plan
- ★ Schedule of Changes in the Net OPEB Liability and Related Ratio
- ★ Schedule of Contributions - OPEB

Budgetary Comparison Schedule
General Fund
Year ended September 30, 2025
(Unaudited)
(in thousands)

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final	(Budgetary Basis)	
Budgetary Fund Balance - October 1	\$ 568	\$ 568	\$ 568	\$ -
Resources				
Intergovernmental Revenues	2,834	2,834	1,594	(1,240)
Interest Earned	-	-	22	22
Amounts Available for Appropriations	3,402	3,402	2,184	(1,218)
Charges to Appropriations				
Transportation	3,396	3,396	1,610	1,786
Transfers to Other Funds	6	6	6	-
Total Charges to Appropriations	3,402	3,402	1,616	1,786
Budgetary Fund Balance - September 30	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 568</u>	<u>\$ 568</u>

Note: There is no requirement to legally adopt a budget for the Special Revenue Fund.



Note to Budgetary Comparison Schedule
General Fund
For the fiscal year ended
September 30, 2025
(unaudited)
(in thousands)

Actual amounts (budgetary basis) available for appropriation from the budgetary comparison schedule.	\$ 2,184
--	----------

Differences – budget to GAAP:

The fund balance at the beginning of the year is budgetary resource but is not a current year revenue for financial reporting purposes.	(568)
---	-------

Miscellaneous items treated as revenues for financial reporting purposes but not as budgetary inflows.	<u>8</u>
--	----------

Total Revenues as reported in the Statement of Revenues, Expenditures, and Charges in Fund Balances.	<u>\$ 1,624</u>
--	-----------------

Actual amounts (budgetary basis) total charges to appropriations from the budgetary comparison schedule.	\$ 1,616
--	----------

Differences – budget to GAAP:

Miscellaneous items treated as expenditures for financial reporting purposes but not as budgetary outflows.	<u>(17)</u>
---	-------------

Total Expenditures as reported in the Statement of Revenues, Expenditures, and Changes in Fund Balances.	<u>\$ 1,599</u>
--	-----------------

See Independent Auditors' Report

Proportionate Share of Net Pension Liability (Asset)
City of Tallahassee Pension Plan
September 30, 2025
(Unaudited)
(in thousands)

Measurement year ending September 30,	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Net Pension Liability (Asset)	\$ 120	\$ 461	\$ 362	\$ (332)	\$ 571	\$ 607	\$ 674	\$ 193	\$ 112	\$ 67
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	97.39%	91.96%	93.69%	105.00%	88.61%	87.64%	92.12%	95.02%	95.00%	97.00%
Employer's Proportion of the Net Pension Liability	0.29%	0.38%	0.40%	-%	0.37%	0.38%	0.38%	0.34%	-%	-%
Covered Employee Payroll	\$ 404	\$ 506	\$ 506	\$ 452	\$ 417	\$ 400	\$ 389	\$ 389	\$ 380	\$ 294
Net Pension Liability (Asset) as a Percentage of Covered Employee Payroll	29.70%	91.11%	71.54%	(73.00%)	36.00%	51.75%	96.14%	49.61%	29.00%	22.79%

See Independent Auditors' Report

Schedule of Contributions
City of Tallahassee Pension Plan
Last Ten Fiscal Years
(Unaudited)
(in thousands)

Fiscal year ending September 30,	Actuarially Determined Contribution	Actual Contribution	Contribution Deficiency (Excess)	Covered Payroll	Actual Contribution as a % of Covered Payroll
2016	\$ 38	\$ 38	\$ -	\$ 294	13.07%
2017	50	50	-	380	13.16
2018	73	73	-	389	18.77
2019	82	82	-	400	20.50
2020	99	99	-	417	23.74
2021	116	116	-	452	25.66
2022	89	89	-	506	17.59
2023	89	89	-	506	17.59
2024	104	104	-	404	25.74
2025	104	104	-	428	24.30

Notes to the Schedule of Contributions

Valuation date: October 1, 2022

Measurement date: October 1, 2022

Notes: Actuarially determined contribution rates were calculated as of October 1, 2022, for the fiscal year ended September 30, 2025. The actuarially determined contribution is projected to the contribution year using conventional actuarial projection methods.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal
Amortization method	Level Percent of Pay (with 2.21% payroll growth assumption), Closed
Remaining amortization period	26 years
Asset valuation method	20% of the difference between expected actuarial value (based on assumed return) and market value is recognized each year with 20% corridor around market value
Inflation	2.50%
Salary increases	A range of 2.95% to 5.00%, depending on completed years of service, including inflation
Investment rate of return	7.25%
Retirement age	Experience-based table of rates that are specific to the type of eligibility condition
Mortality	The mortality tables used are the same as those used in the July 1, 2022 Pension Actuarial Valuation of the Florida Retirement System (FRS) for Regular (other than K-12 School Instructional Personnel) members. These tables are based on the Pub-2010 mortality tables with mortality improvements projected for healthy lives to all future years after 2010 using Scale MP-2018.
Notes	See Discussion of Valuation Results in the October 1, Actuarial Valuation Report dated January 31, 2023.

See Independent Auditors' Report

Schedule of Changes in the Net OPEB Liability and Related Ratios
Last Ten Fiscal Years
(Based on measurement periods ending September 30)
(Unaudited)
(in thousands)

	2024	2023	2022	2021	2020	2019	2018	2017
Measurement year ending September 30,								
Total OPEB Liability								
Service cost	\$ 3	\$ 4	\$ 6	\$ 6	\$ 6	\$ 5	\$ 6	\$ 5
Interest on the total OPEB liability	8	10	7	7	8	10	9	6
Actual and expected experience difference	-	13	-	(8)	(14)	(3)	-	-
Changes in assumptions	(43)	(12)	(56)	18	(27)	33	(7)	(10)
Changes in allocation percentages	-	-	-	-	-	20	43	-
Benefit payments	(10)	(15)	(13)	(12)	(12)	(13)	(12)	(8)
Net change in total OPEB liability	(42)	-	(56)	11	(39)	52	39	(7)
Total OPEB liability - beginning	225	225	279	269	290	225	186	193
Total OPEB liability - ending (a)	\$ 183	\$ 225	\$ 223	\$ 279	\$ 251	\$ 277	\$ 225	\$ 179
Contribution - employer	\$ 6	\$ 7	\$ 7	\$ 0	\$ 0	\$ 6	\$ 5	4
Employer contribution to OPEB fund	6	9	7	7	6	-	-	-
Employer contributions not deposited in OPEB Trust Fund	-	-	-	6	6	-	-	-
Net investment income	9	6	(7)	8	4	1	3	2
Benefit payments	(5)	(6)	(6)	(6)	(6)	(6)	(7)	(5)
Benefit Payments not reimbursed	(6)	(9)	(7)	(6)	(6)	-	-	-
Net change in plan fiduciary net position	10	7	(6)	9	4	1	1	1
Plan fiduciary net position - beginning	29	34	40	31	25	14	13	12
Plan fiduciary net position - ending (b)	39	29	34	40	29	15	13	13
Net OPEB liability (a)-(b)	\$ 144	\$ 185	\$ 190	\$ 239	\$ 222	\$ 262	\$ 211	\$ 166
Plan fiduciary net position as a percentage of the total OPEB liability	21.21%	17.14%	15.25%	14.26%	11.55%	5.07%	9.62%	7.26%
Covered-employee payroll	\$ 404	\$ 506	\$ 506	\$ 452	\$ 417	\$ 400	\$ 389	\$ 380
Net OPEB liability as a percentage of covered-employee payroll	35.64%	35.56%	37.55%	53.02%	53.24%	65.50%	54.13%	45.53%

Note: Schedule is intended to show information for 10 years. Additional years will be displayed as the information becomes available.

See Independent Auditors' Report



Schedule of Contributions-OPEB
Last Ten Fiscal Years*
(Unaudited)
(in thousands)

Fiscal year ending September 30,	Actuarially Determined Contribution	Actual Contribution	Contribution Deficiency (Excess)	Covered Payroll	Actual Contribution as a % of Covered Payroll
2018	\$ 10	\$ 4	\$ 6	\$ 389	1.36
2019	14	5	9	400	1.29
2020	15	6	9	417	1.50
2021	16	7	9	452	1.55
2022	17	7	10	506	1.35
2023	17	7	10	531	1.35
2024	11	5	6	404	1.36
2025	11	6	6	428	1.33

Note: Schedule is intended to show information for 10 years. Additional years will be displayed as the information becomes available.

Notes to Schedule of Contributions

Actuarially determined contribution rates are calculated as of October 1, which is 12 months prior to the end of the fiscal year in which contributions are made and reported

Methods and assumptions used to determine contribution rates:

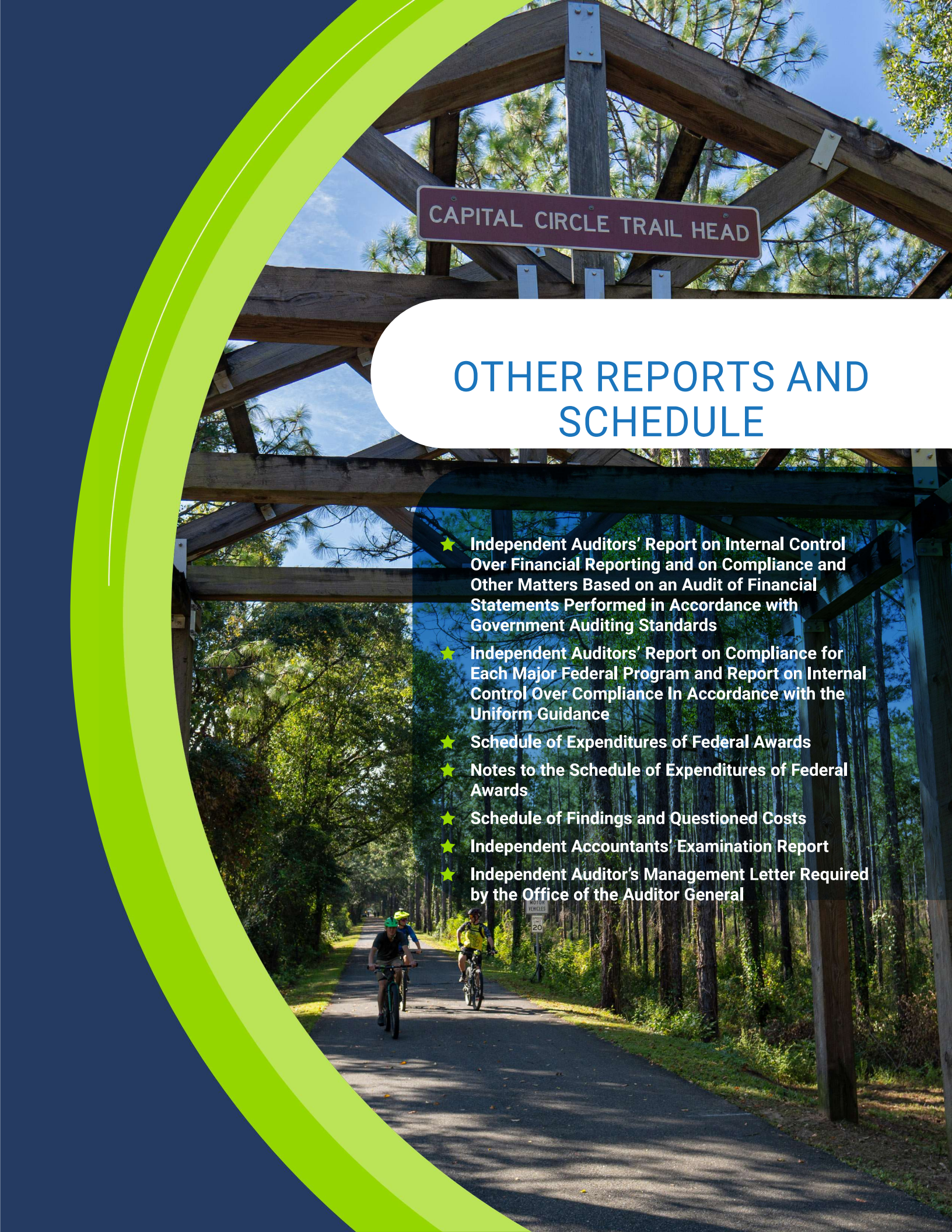
Actuarial cost method	Entry Age Normal
Amortization method	Level Percentage of Payroll, Closed
Remaining amortization period	21 years
Asset valuation method	Market Value
Inflation	2.50%
Salary increases	2.95% to 6.4% including inflation; varies by plan type and years of service
Investment rate of return	4.73%, net of OPEB plan expense.
Retirement age	Experience-based table of rates that are specific to the plan and type of eligibility condition.
Mortality	Mortality tables used in the July 1, 2022 actuarial valuation of the Florida Retirement System (FRS). They are based on the results of a statewide experience study covering the period 2013 through 2018. These rates were taken from adjusted Pub-2010 mortality tables published by SOA with generational mortality improvements using Scale MP-2018.
Healthcare Cost Trend Rates	Based on the Getzen Model, with a trend starting at 5.90% for 2024 (based on actual premium increases), followed by 6.00% for 2025, and then gradually decreasing to an ultimate trend rate of 4.00%.
Aging Factors	Based on the 2013 SOA Study "Health Care Costs - From Birth to Death".
Expenses	Investment returns are net of the investment expenses; and, Administrative expenses are included in the premium costs.

Other Information: There were no benefit changes during the year.

See Independent Auditors' Report



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CAPITAL CIRCLE TRAIL HEAD

OTHER REPORTS AND SCHEDULE

- ★ Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards
- ★ Independent Auditors' Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance In Accordance with the Uniform Guidance
- ★ Schedule of Expenditures of Federal Awards
- ★ Notes to the Schedule of Expenditures of Federal Awards
- ★ Schedule of Findings and Questioned Costs
- ★ Independent Accountants' Examination Report
- ★ Independent Auditor's Management Letter Required by the Office of the Auditor General

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

To the Governing Board
of the Capital Region Transportation Planning Agency:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the governmental activities and each major fund of the Capital Region Transportation Planning Agency (the Agency) as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements, and have issued our report thereon dated June 29, 2026.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Agency's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Agency's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

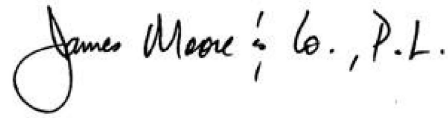
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Agency's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Agency's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive, flowing style.

Tallahassee, Florida
June 29, 2026

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH THE UNIFORM GUIDANCE

To the Governing Board
of the Capital Region Transportation Planning Agency:

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the Capital Region Transportation Planning Agency's (the Agency) compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) *Compliance Supplement* that could have a direct and material effect on each of the Agency's major federal programs for the year ended September 30, 2025. The Agency's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Agency complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2025.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Agency and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Agency's compliance with the compliance requirements referred to above.

Responsibilities of Management's Responsibility for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to its federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Agency's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Agency's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Agency's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Agency's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

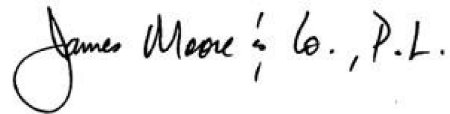
Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in black ink that reads "James Moore & Co., P.L.". The signature is written in a cursive, flowing style.

Tallahassee, Florida
June 29, 2026



**Schedule of Expenditures of Federal Awards and State Financial Assistance
September 30, 2025**

Program	Contract No	ALN/CSFA	Expenditures FY2025
Federal Programs			
US Department of Transportation			
Pass through Florida Department of Transportation:			
Highway Planning and Construction	G2U25	20.205	\$ 1,593,128
Total 20.205			<u>1,593,128</u>
State Programs			
Florida Department of Transportation			
Florida Shared-Use Nonmotorized (SUN) Trail Network Program	G3A61	55.038	31,116
Florida Shared-Use Nonmotorized (SUN) Trail Network Program	G3B27	55.038	6,145
Total 55.038			<u>37,261</u>
TOTAL FEDERAL AND STATE FINANCIAL ASSISTANCE EXPENDITURES			<u><u>\$ 1,630,389</u></u>

Notes:

- 1) The Schedule was prepared on the modified accrual basis of accounting
- 2) The information in this Schedule is presented in accordance with the requirements of Title 2, US Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance)
- 3) No federal financial assistance was expended in non-cash assistance
- 4) There were no subrecipient expenditures in FY 2025
- 5) The Agency did not elect to use the de minimis indirect cost rate.

**CAPITAL REGION TRANSPORTATION PLANNING AGENCY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2025**

I. Summary of Auditors' Results:

Financial Statements:

Type of audit report issued on the basic financial statements: *Unmodified.*

Internal Control over Financial Reporting:

Material weakness(es) identified? _____ yes X no

Significant deficiency(ies) identified? _____ yes X none reported

Noncompliance material to financial statements noted? _____ yes X no

Federal Awards:

Internal Control over Major Programs:

Material weakness(es) identified? _____ yes X no

Significant deficiency(ies) identified? _____ yes X none reported

Type of report issued on compliance for each major federal program: *Unmodified.*

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? _____ yes X none reported

Auditee qualified as a low-risk auditee? X yes _____ no

Dollar threshold used to distinguish between type A and type B programs: \$1,000,000

Major program identification:

Assistance Listing Number	Program Name
20.205	Highway Planning and Construction



II. **Financial Statement Findings:** None.

III. **Federal Award Findings and Questioned Costs:** None.

IV. **Summary Schedule of Prior Audit Findings:**

2024-001: Expense Cutoff and Prepaid Expense Recognition - Corrective action taken.

V. **Corrective Action Plan:** Not applicable as no findings were identified during the current year audit.



INDEPENDENT ACCOUNTANTS' EXAMINATION REPORT

To the Governing Board
of the Capital Region Transportation Planning Agency:

We have examined the Capital Region Transportation Planning Agency's (the Agency) compliance with Section 218.415, Florida Statutes, *Local Government Investment Policies* (the Statute), for the year ended September 30, 2025. Management is responsible for the Agency's compliance with the Statute. Our responsibility is to obtain reasonable assurance by evaluating the Agency's compliance with the Statute and performing other procedures to obtain sufficient appropriate evidence to express an opinion that conveys the results of our evaluation based on our examination.

Our examination was conducted in accordance with the attestation standards for a direct examination engagement established by the AICPA. Those standards require that we obtain reasonable assurance by evaluating against the aforementioned statutes during the year ended September 30, 2025 and performing other procedures to obtain sufficient appropriate evidence to express an opinion that conveys the results of our evaluation of Agency's compliance during the year ended September 30, 2025. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks that were not in accordance with those requirements in all material respects, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent of the Agency and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our examination engagement.

In our opinion, the Capital Region Transportation Planning Agency complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2025.

Tallahassee, Florida
June 29, 2026



**INDEPENDENT AUDITORS' MANAGEMENT LETTER REQUIRED
BY CHAPTER 10.550, RULES OF THE STATE OF FLORIDA,
OFFICE OF THE AUDITOR GENERAL**

To the Governing Board
of the Capital Region Transportation Planning Agency:

Report on the Financial Statements

We have audited the basic financial statements of the Capital Region Transportation Planning Agency (the Agency), as of and for the fiscal year ended September 30, 2025, and have issued our report thereon dated June 29, 2026.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements of Federal Awards* (Uniform Guidance), and Chapter 10.550, Rules of the State of Florida Office of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditors' Report on Compliance for Each Major Federal Program and State Project and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountant's Examination Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated June 29, 2026, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Corrective action has been taken on the finding in the preceding financial audit report.

2024-001: Expense Cutoff and Prepaid Expense Recognition - Corrective action taken.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The legal authority for the primary government and component units of the reporting entity is disclosed in Note 1 of the basic financial statements.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Agency met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that the Agency, did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Agency. It is management's responsibility to monitor the Agency's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we had no such recommendations.

Special District Component Units

Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

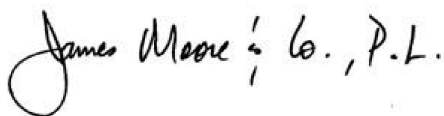
Additional Matters

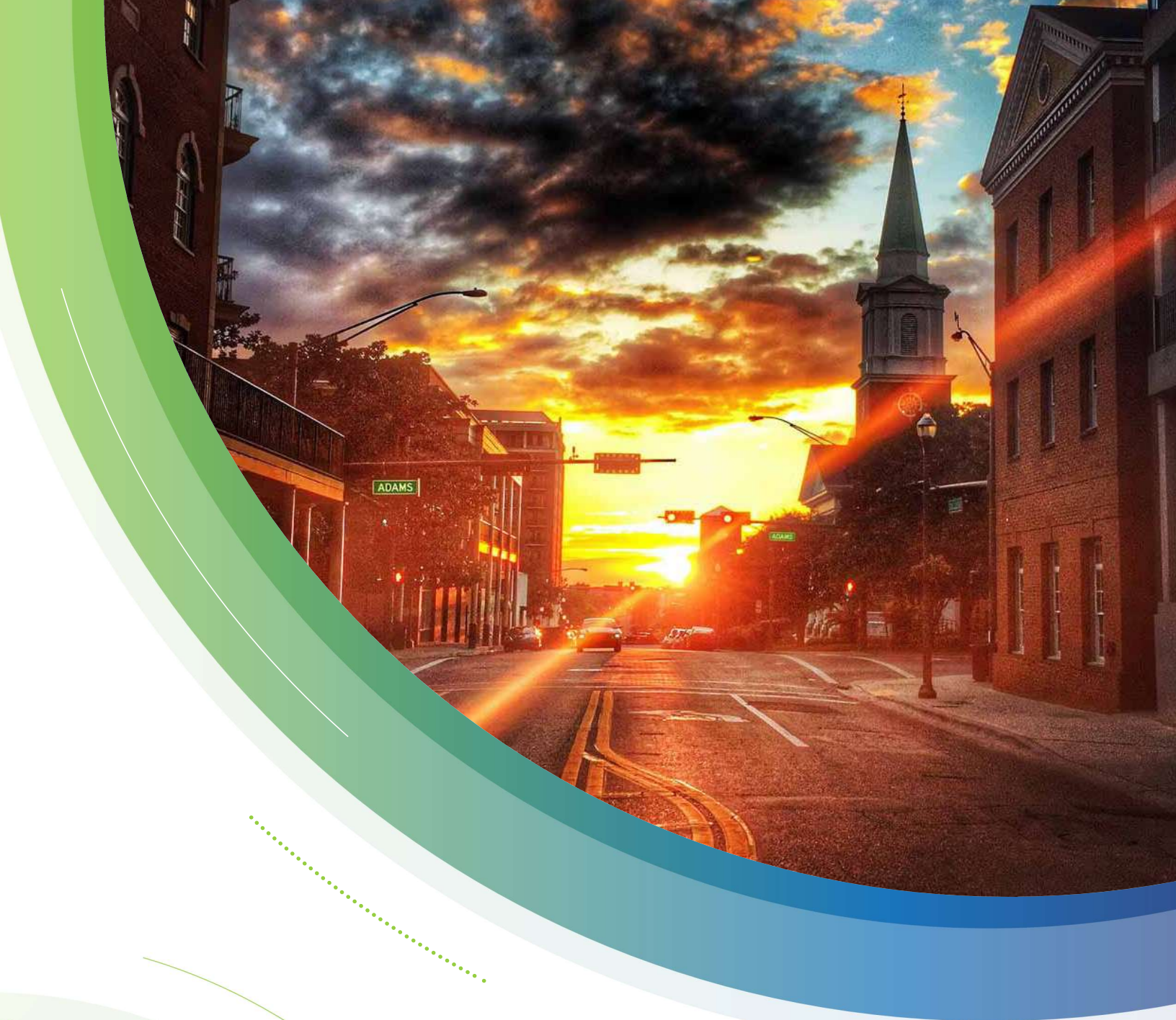
Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or fraud, waste, or abuse, that has occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, Agency Board, management, others within the Agency, and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Tallahassee, Florida
June 29, 2026







EXECUTIVE COMMITTEE AGENDA ITEM 5 B

CRTPA FISCAL YEAR 2027 BUDGET

TYPE OF ITEM: Action

STATEMENT OF ISSUE

The purpose of this item is to discuss the Fiscal Year (FY) 2027 CRTPA Budget. (*Attachment 1*)

BACKGROUND AND ANALYSIS

The FY 2027 tentative budget is presented for Executive Committee review and approval. For comparison, the CRTPA's approved FY 2026 budget is included and the percentage change between the two years. The budget reflects the addition of a new position, as well as the Unclassified Contractual Services budget which varies each year dependent on the CRTPA's project budget and SU allocation.

In *Attachment 2* the additional staff position and the Unclassified Contractual Services budgets are removed, reflecting an overall budget increase is 3.22 %. Personnel costs increased slightly by 3.73%. A contributing factor is a 7% increase in health insurance costs. There is no change proposed for Pension costs. The proposed cost-of-living adjustment (COLA) is 4% consistent with last year's COLA. The overall operating budget increase is 2.67%. The largest increase is the line item for Accounting and Legal services. Lastly, in the Internal Services category costs increased by less than 1%.

Attachment 3 shows the project budgets in the adopted UPWP, as well as the FY 2027 revenue per the CRTPA's contract. There may be slight adjustments to the CRTPA budget as the City of Tallahassee finalizes its budget. The final budget will be presented to the CRTPA Board at the September Meeting.

RECOMMENDED ACTION

Option 1: Approve the FY 2027 CRTPA proposed budget.

Option 2: As desired by the Committee.

ATTACHMENT

Attachment 1: CRTPA FY 2027 Budget with all Costs

Attachment 2: CRTPA FY 2027 Budget without Unclassified Contractual Services and New Position

Attachment 3: CRTPA FY 2027 Unclassified Contractual Services Projects and FY 2027 Revenue

FY 2026 - FY 2027 DRAFT BUDGET	FY 27 Proposed	FY 26 Adopted	Percentage Change
511000 - Salaries	\$ 568,789	\$ 546,913	4.0%
511300 - Salary Enhancements	\$ 22,752	\$ 21,877	4.0%
512400 - Other Salary Items	\$ 1,560	\$ 1,560	0.0%
515000 - Pension- Current	\$ 89,000	\$ 89,000	0.0%
515100 - Pension- MAP	\$ 33,451	\$ 32,168	4.0%
515600 - Mandatory Medicare	\$ 8,600	\$ 8,270	4.0%
516000 - Health Benefits	\$ 71,573	\$ 66,891	7.0%
516100 - Flex Benefits	\$ 11,052	\$ 11,052	0.0%
Personnel Services Existing Staff (Subtotal)	\$ 806,777	\$ 777,731	3.73%
Additional Position with Fringe and Benefits	\$ 124,119	\$ -	100.0%
Personnel Services	\$ 930,896	\$ 777,731	19.69%
521005 - Accounting/Audit Services	\$ 34,000	\$ 32,000	6%
521010 - Advertising	\$ 5,000	\$ 5,000	0%
521030 - Reproduction	\$ 507	\$ 507	0%
521100 - Equipment Repairs	\$ 819	\$ 819	0%
521160 - Legal Services	\$ 60,000	\$ 55,000	9%
521190 - IT Consulting Service (Software/Web/WCOT)	\$ 117,000	\$ 117,000	0%
522080 - Telephone	\$ 1,803	\$ 1,803	0%
523020 - Food	\$ 3,500	\$ 3,500	0%
523050 - Postage	\$ 250	\$ 250	0%
523060 - Office Supplies	\$ 3,500	\$ 3,000	17%
523065 - Computer Equipment (< \$5,000)	\$ 5,000	\$ 5,000	0%
523080 - Unclassified Supplies	\$ 1,000	\$ 1,500	-33%
524010 - Travel & Training	\$ 15,225	\$ 15,225	0%
524020 - Journals & Books	\$ 609	\$ 609	0%
524040 - Membership/Certificates/License	\$ 2,750	\$ 2,750	0%
524050 - Rent Expense- Building & Office	\$ 36,000	\$ 36,000	0%
541040 - Insurance	\$ 26,368	\$ 25,233	4%
Operating Expenditures	\$ 313,331	\$ 305,196	2.67%
521180 - ¹ Unclassified Contractual Services	\$ 1,603,083	\$ 1,162,877	38%
Operating Expenditures with Unclassified Contractual Services	\$ 1,916,414	\$ 1,468,073	30.54%
560010 - Human Resource Expense	\$ 7,556	\$ 7,580	-0.32%
560020 - Accounting Expense	\$ 13,765	\$ 14,603	-5.74%
560030 - Purchasing Expense	\$ 1,043	\$ 1,040	0.29%
560040 - Information Systems Expense	\$ 45,109	\$ 43,900	2.75%
560070 - Revenue Collection	\$ 139	\$ 127	9.45%
560082 - Facilities and Environmental	\$ 14,010	\$ 14,010	0.00%
560090 - Vehicle Garage Expense	\$ -	\$ -	
Staff Services Operating Expense	\$ 81,622	\$ 81,260	0.45%
TOTAL WITH NEW POSITION/UNCLASSIFIED CONTRACTUAL	\$ 2,928,932	\$ 2,327,064	25.86%
Local Billing - Estimate Unallowable Expenses \$7,250 billed proportionately to the local governments.			

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560082 - Facilities and Environmental	\$ 14,010	\$ 14,010	0.00%
560090 - Vehicle Garage Expense	\$ -	\$ -	
Staff Services Operating Expense	\$ 81,622	\$ 81,260	0.45%
TOTAL WITHOUT NEW POSITION/UNCLASSIFIED CONTRACTUAL	\$ 1,201,730	\$ 1,164,187	3.22%
Local Billing - Estimate Unallowable Expenses \$7,250 billed proportionately to the local governments.			

521180	
Unclassified Contractual Services varies depending on the annual SU allocation.	
TABLE II. 521180 - Unclassified Contractual Services - UPWP	
PROJECT	SU BUDGET
Data Collection - Supplemental data for ITS Master Plan	\$ 27,500
RMP Socioeconomic Data/Model Update	\$ 75,000
TIP/PPL Software	\$ 18,000
Bloxham Cutoff Multi Use Path Trail Feasibility Study	\$ 175,000
Bradfordville Connector-Thomasville to Welaunnee Path	\$ 150,000
ITS Master Plan Update	\$ 190,969
Trail Wayfinding Signage CC2S	\$ 25,000
W Tennessee St SS4A Ph II Implement Plan	\$ 150,000
SS4A High Injury Network	\$ 45,000
Safety Education Campaign	\$ 76,808
SS4A Future Project Work	\$ 321,077
Context Based Planning Future Project Work	\$ 348,729
TOTAL FY 2027 UNCLASSIFIED CONTRACTUAL SERVICES	\$ 1,603,083

Budget Allocation FY 2027	
SU	\$ 1,953,616
PL	\$ 895,798
TOTAL	\$ 2,849,414

September 10, 2026



EXECUTIVE COMMITTEE AGENDA ITEM 5 C

JOINT PARTICIPATION AGREEMENT SIGNATURE AUTHORITY & RESOLUTION

TYPE OF ITEM: Action

STATEMENT OF ISSUE

This item requests approval of a resolution, provided as **Attachment 1**, authorizing the Executive Director to execute a Joint Participation Agreement (JPA) between the Capital Region Transportation Planning Agency (CRTPA) and the Florida Department of Transportation (FDOT). The JPA relates to the state-funded local match required for the CRTPA's Safe Streets and Roads for All (SS4A) grant award to conduct the West Tennessee Street Corridor & Safety Study.

RECOMMENDED ACTION

Option 1: Approve CRTPA Resolution 2026-09-5C authorizing the CRTPA Executive Director to execute an agreement between the CRTPA and the FDOT related to the provision of the local match requirement associated with the award of SS4A funding for the West Tennessee Street Corridor & Safety Study.

BACKGROUND

In December 2025, the CRTPA was notified of an award of funding through the SS4A grant program for the development of a safety study along West Tennessee Street, from Aenon Church Road to Monroe Street. The award includes \$600,000 in federal funds and \$150,000 in state matching funds, for a total project cost of \$750,000.

The \$150,000 in state funding satisfies the grant's required 20 percent non-federal match for the total project cost. Associated with this match is the requirement for the execution of a JPA between the CRTPA and FDOT.

The JPA (included as **Attachment 2**) details the terms and conditions of the funding and production related to provision of the non-federal match. Granting JPA signature authority to the CRTPA Executive Director will help facilitate timely execution of the agreement and support the efficient advancement of the project.

The JPA agreement is one step related to SS4A award for the West Tennessee project. [As members may recall](#), a planning grant agreement is also currently under development between the CRTPA and the Federal Highway Administration. This agreement outlines the respective roles and responsibilities of both parties and includes provisions related to project delivery timelines and reimbursement requirements related to the award.

ATTACHMENT

Attachment 1: CRTPA Resolution 2026-09-05C

Attachment 2: Draft JPA Agreement

CRTPA RESOLUTION 2026-09-5C**A RESOLUTION OF THE CAPITAL REGION TRANSPORTATION PLANNING AGENCY (CRTPA)
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A JOINT PARTICIPATION AGREEMENT (JPA)
ASSOCIATED WITH THE WEST TENNESSEE STREET CORRIDOR & SAFETY STUDY**

Whereas, the Capital Region Transportation Planning Agency (CRTPA) is the organization designated by the Governor of Florida to carry out the provisions of 23 U.S.C. 134 (h) and (i)(2), (3) and (4); CFR 450.324, 326, 328, 330, and 332; and FS 339.175 (5) and (7); and

Whereas, the CRTPA was awarded a Fiscal Year 2025 Safe Streets and Roads for All (SS4A) Planning and Demonstration Grant through the Federal Highway Administration to fund the development of a safety study for West Tennessee from Aenon Church Road to Monroe Street; and,

Whereas, the study will analyze the six (6) mile stretch of West Tennessee Street to identify potential improvements to enhance the safety of all users; and,

Whereas, the SS4A Grant Agreement establishes a total project cost of \$750,000, consisting of a \$600,000 federal share and a \$150,000 non-federal match; and

Whereas, the \$150,000 non-federal match is being provided by the Florida Department of Transportation (FDOT) whereby that agency will reimburse the CRTPA up to but not exceeding \$150,000; and,

Whereas, a Joint Participation Agreement (JPA) has been developed to establish the terms and conditions of the funding and production related to provision of the non-federal match;

Whereas, a JPA must be executed between the CRTPA and the FDOT for the non-federal match.

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

The CRTPA authorizes the Executive Director to execute the JPA between the CRTPA and the FDOT for the non-federal match for the West Tennessee Street Corridor & Safety Study.

Passed and duly adopted by the Capital Region Transportation Planning Agency on this 10th day of September 2026.

Capital Region Transportation Planning Agency

Nick Maddox, Chair

Attest:

Greg Slay, AICP
Executive Director

Financial Project Number(s): 458097-1-14-02
Contract No.:
Vendor Number:

JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
CAPITAL REGION TRANSPORTATION PLANNING AGENCY

This AGREEMENT is between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, with offices at 1074 Highway 90 East, Chipley, FL 32428 (the “DEPARTMENT”), and **CAPITAL REGION TRANSPORTATION PLANNING AGENCY** with offices at 300 S. Adams Street, Tallahassee, FL 32301 (the “LOCAL AGENCY”). The DEPARTMENT and the LOCAL AGENCY are sometimes referred to in this AGREEMENT as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this AGREEMENT pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the Parties are desirous of having the LOCAL AGENCY make certain improvements in connection with Financial Project Number 458097-1-14-02, which are further described in Exhibit “A”—Project Description and Responsibilities, attached hereto and made a part hereof (the “PROJECT”); and

WHEREAS, the PROJECT is on the State Highway System, is not revenue producing, and is contained in the adopted work program; and

WHEREAS, the DEPARTMENT is prepared to reimburse the LOCAL AGENCY for the actual costs of the PROJECT in an amount up to but not to exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) that has been allocated in the fiscal year 2026; and

WHEREAS, the implementation of this PROJECT is in the best interests of both Parties and it would be most practical, expeditious, and economical for the LOCAL AGENCY to perform services to complete the PROJECT; and

WHEREAS, the intent of this AGREEMENT is to establish the terms and conditions of the funding and production of this PROJECT; and

WHEREAS, the LOCAL AGENCY, by resolution number _____ dated, _____ a copy of which is attached as Exhibit “D” and made a part hereof, has authorized the _____ to enter into this AGREEMENT.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the terms of this AGREEMENT, the Parties agree as follows:

1-TERM:

- A. This AGREEMENT shall begin upon full execution by both Parties and the LOCAL AGENCY shall complete the PROJECT on or before **June 30, 2027**. If the LOCAL AGENCY does not complete the PROJECT within this time period, this AGREEMENT will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the LOCAL AGENCY and granted in writing by the DEPARTMENT prior to the expiration of this AGREEMENT. Expiration of this AGREEMENT will be considered termination of the PROJECT. The LOCAL AGENCY acknowledges that no reimbursements for the actual costs of the PROJECT will be provided by the DEPARTMENT under this AGREEMENT for work performed on the PROJECT that is not timely completed and invoiced in accordance with the terms of this AGREEMENT, for work performed prior to full execution of this AGREEMENT, or for work performed after expiration of this AGREEMENT. Notwithstanding the foregoing, the LOCAL AGENCY shall remain obligated to complete all aspects of the PROJECT identified in this AGREEMENT in accordance with its terms, unless otherwise agreed by the Parties in writing.

2-SERVICES AND PERFORMANCE:

- A. The LOCAL AGENCY shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The PROJECT and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
- B. The LOCAL AGENCY agrees to perform the PROJECT in accordance with all applicable federal, state, and local statutes, rules, and regulations, including DEPARTMENT standards and specifications.
- C. The LOCAL AGENCY shall perform all necessary work to complete the PROJECT, as specified in the Scope of Services described and contained within Exhibit "A". Nothing herein shall be construed as requiring the LOCAL AGENCY to perform any activity which is outside the scope of services of the PROJECT.
- D. If the LOCAL AGENCY utilizes its own work force for any services for the PROJECT, all costs and expenses thereof shall not be subject to reimbursement.
- E. Upon request, the LOCAL AGENCY agrees to provide progress reports to the DEPARTMENT in the standard format used by LOCAL AGENCY and at intervals established by the DEPARTMENT. The Department will be entitled at all times to be advised, at its request, as to the status of the PROJECT being conducted by LOCAL AGENCY and the details thereof. Either party to the AGREEMENT may request and shall, within a reasonable time thereafter, be granted a conference with the other party.

3-AMENDMENTS, EXTENSIONS AND ASSIGNMENT:

- A. This AGREEMENT may be amended or extended upon mutual written agreement of the Parties.
- B. This AGREEMENT shall not be assigned, transferred or otherwise encumbered by the LOCAL AGENCY under any circumstances without the prior written consent of the DEPARTMENT.

4-TERMINATION OR SUSPENSION OF PROJECT:

- A. The DEPARTMENT may, by written notice to the LOCAL AGENCY, suspend any or all of the DEPARTMENT'S obligations under this AGREEMENT for the LOCAL AGENCY'S failure to comply with applicable laws 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 may also terminate this AGREEMENT, in whole or in part, at any time the interest of the DEPARTMENT requires such termination.
 - 1. If the DEPARTMENT terminates this AGREEMENT, the DEPARTMENT shall notify the LOCAL AGENCY of such termination in writing within thirty (30) days of the DEPARTMENT'S determination to terminate this AGREEMENT, with instructions as to the effective date of termination or to specify the stage of work at which the AGREEMENT is to be terminated.
 - 2. The Parties may also 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 through mutual written agreement.
 - 3. If this AGREEMENT is terminated before performance is completed, the LOCAL AGENCY shall be reimbursed only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this AGREEMENT. All work in progress on the DEPARTMENT right-of-way will become the property of the DEPARTMENT and will be turned over promptly by the LOCAL AGENCY.
 - 4. Upon termination of this AGREEMENT, the LOCAL AGENCY shall, within thirty (30) days, refund to the DEPARTMENT any funds determined by the DEPARTMENT to have been expended in violation of this AGREEMENT.

5-PROJECT COSTS:

The DEPARTMENT agrees to reimburse the LOCAL AGENCY for the actual costs of the PROJECT in an amount up to but not to exceed ONE HUNDRED FIFTY THOUSAND DOLLARS, (\$150,000.00.). The schedule of funding is more fully described in Exhibit "B", attached hereto and made a part hereof. The DEPARTMENT'S participation may be increased or reduced upon a determination of the actual bid amounts of the PROJECT by execution of an amendment. The LOCAL AGENCY agrees to bear all expenses in excess of the

DEPARTMENT'S participation, including any cost overruns or deficits incurred in connection with completion of the PROJECT.

6–COMPENSATION AND PAYMENT:

- A. The DEPARTMENT shall reimburse the LOCAL AGENCY for actual costs of the PROJECT, as further described in Exhibit “A”, and as set forth in the Schedule of Financial Assistance in Exhibit “B”.
- B. The LOCAL AGENCY shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The PROJECT and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit “A”.
- C. Invoices shall be submitted by the LOCAL AGENCY 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 and costs incurred must be received and approved by the DEPARTMENT prior to reimbursements. Requests for reimbursements by the LOCAL AGENCY shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the DEPARTMENT. The LOCAL AGENCY shall use the format for the invoice and progress report that is approved by the DEPARTMENT.
- D. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to Exhibit “H”—Alternate Advance Payment Financial Provisions.
- E. Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL AGENCY 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 Exhibit “A” was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in Exhibit “F” – Contract Payment Requirements.
- F. There shall be no reimbursement for travel expenses under this AGREEMENT.
- G. Payment shall be made only after receipt and approval of goods and services unless payment is made under Alternative Advance Payment Financial Provisions or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the DEPARTMENT'S Comptroller under Section 334.044(29), Florida Statutes.

If the DEPARTMENT determines that the performance of the LOCAL AGENCY is unsatisfactory, the DEPARTMENT shall notify the LOCAL AGENCY of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the

DEPARTMENT. The LOCAL AGENCY shall, within thirty (30) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL AGENCY will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the LOCAL AGENCY will not be reimbursed or otherwise paid to the extent of the non-performance. The LOCAL AGENCY will not be reimbursed or otherwise paid until the LOCAL AGENCY resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL AGENCY may bill the DEPARTMENT for any unpaid reimbursement request(s) during the next billing period. If the LOCAL AGENCY is unable to resolve the deficiency, the funds shall be forfeited at the end of the AGREEMENT'S term.

- H. The LOCAL AGENCY should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days from the DEPARTMENT'S receipt of the invoice. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

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

- I. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the LOCAL AGENCY who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- J. The LOCAL AGENCY shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this AGREEMENT shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this AGREEMENT and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL AGENCY'S general accounting records and the PROJECT records, together with supporting documents and records, of the contractor and all subcontractors performing work on the PROJECT, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
- K. Upon request, the LOCAL AGENCY agrees to provide progress reports to the DEPARTMENT in the standard format used by the DEPARTMENT and at intervals established by the DEPARTMENT. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of the PROJECT and of details thereof.

- L. If, after completion of the PROJECT, 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 LOCAL AGENCY owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the DEPARTMENT. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the DEPARTMENT.
- M. The LOCAL AGENCY must submit the final invoice on the PROJECT to the DEPARTMENT within one hundred twenty (120) days after completion of the PROJECT. Invoices submitted after the 120-day time period may not be paid.
- N. In the event this AGREEMENT is for services in excess of \$25,000.00 and a term for a period of more than 1 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 such 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 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 \$25,000.00 and which have a term for a period of more than 1 year.”
- O. The DEPARTMENT’S obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
- P. This AGREEMENT does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.
- Q. Any PROJECT funds made available by the DEPARTMENT pursuant to this AGREEMENT which are determined by the DEPARTMENT to have been expended by the LOCAL AGENCY in violation of this AGREEMENT or any other applicable law or regulation, shall be promptly refunded in full to the DEPARTMENT. Acceptance by the DEPARTMENT of any documentation or certifications, mandatory or otherwise permitted, that the LOCAL AGENCY files shall not constitute a waiver of the DEPARTMENT’S rights as the funding agency to verify all information at a later date by audit or investigation.
- R. In determining the amount of the payment, the DEPARTMENT will exclude all costs incurred by the LOCAL AGENCY prior to the execution of this AGREEMENT, costs incurred after the expiration of this AGREEMENT, costs which are not provided for as described in this AGREEMENT, costs agreed to be borne by the LOCAL AGENCY or its contractors and subcontractors for not meeting the terms of this AGREEMENT, and costs attributable to goods or

services received under a contract or other arrangements which have not been approved in writing by the DEPARTMENT.

7-GENERAL REQUIREMENTS:

- A. The LOCAL AGENCY shall complete the PROJECT with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this AGREEMENT and all applicable laws.
- B. The LOCAL AGENCY shall comply and require its contractors and subcontractors to comply with all terms and conditions of this AGREEMENT and all federal, state, and local laws and regulations applicable to the PROJECT.
- C. The LOCAL AGENCY shall have the sole responsibility for resolving claims and requests for additional work for the PROJECT by the LOCAL AGENCY'S contractors and consultants. No funds will be provided for payment of claims or additional work on the PROJECT under this AGREEMENT without the prior written approval of the claim or request for additional work by the DEPARTMENT.
- D. The LOCAL AGENCY:
 - 1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL AGENCY during the term of the AGREEMENT; and
 - 2. Shall expressly require any subcontractors performing work or providing services pursuant to the AGREEMENT to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the AGREEMENT.
- E. The LOCAL AGENCY 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 LOCAL AGENCY in conjunction with this AGREEMENT. Specifically, if the LOCAL AGENCY is acting on behalf of a public agency, the LOCAL AGENCY shall:
 - 1. Keep and maintain public records required by the DEPARTMENT to perform the service.
 - 2. Upon request from the DEPARTMENT'S custodian of public records, provide the DEPARTMENT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the AGREEMENT'S term and following completion of the AGREEMENT if the LOCAL AGENCY does not transfer the records to the DEPARTMENT.

4. Upon completion of the AGREEMENT, transfer, at no cost, to the DEPARTMENT all public records in possession of the LOCAL AGENCY or keep and maintain public records required by the DEPARTMENT to perform the service. If the LOCAL AGENCY transfers all public records to the DEPARTMENT upon completion of the AGREEMENT, the LOCAL AGENCY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LOCAL AGENCY keeps and maintains public records upon completion of the AGREEMENT, the LOCAL AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DEPARTMENT, upon request from DEPARTMENT'S custodian of public records, in a format that is compatible with the information technology systems of the DEPARTMENT.
- F. IF THE LOCAL AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 3
850-330-1894
D3prcustodian@dot.state.fl.us
Florida Department of Transportation
District 3 – Office of General Counsel
1074 Highway 90 East
Chipley, FL 32428

- G. Failure by the LOCAL AGENCY to grant such public access shall be grounds for immediate unilateral cancellation of this AGREEMENT by the DEPARTMENT. The LOCAL AGENCY shall promptly provide the DEPARTMENT with a copy of any request to inspect or copy public records in possession of the LOCAL AGENCY and shall promptly provide the DEPARTMENT a copy of the LOCAL AGENCY'S response to each such request.

8-CONTRACTS OF THE LOCAL AGENCY:

- A. The DEPARTMENT has the right to review and approve any and all third party contracts with respect to the PROJECT before the LOCAL AGENCY executes any contract or obligates itself in any manner requiring the disbursement of DEPARTMENT funds under this AGREEMENT, including consultant or construction contracts or amendments thereto. If the DEPARTMENT exercises this right and the LOCAL AGENCY fails to obtain such approval, the DEPARTMENT may deny payment to the LOCAL AGENCY. The DEPARTMENT may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

- B. It is understood and agreed by the Parties that participation by the DEPARTMENT in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the LOCAL AGENCY complying in full with the provisions of Chapter 287.057, Florida Statutes. The LOCAL AGENCY shall certify to the DEPARTMENT that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057, Florida Statutes. It shall be the sole responsibility of the LOCAL AGENCY to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the maximum participation amount in this AGREEMENT must be approved by the DEPARTMENT prior to LOCAL AGENCY execution. Failure to obtain such approval, and subsequent execution of an amendment to the AGREEMENT, if required, shall be sufficient cause for nonpayment by the DEPARTMENT.
- C. Participation by the DEPARTMENT in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the LOCAL AGENCY'S complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the LOCAL AGENCY shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- D. If the PROJECT is procured pursuant to Chapter 255 for construction services and at the time of competitive solicitation for the PROJECT, 50 percent or more of the cost of the PROJECT is to be paid from state-appropriated funds, then the LOCAL AGENCY must comply with the requirements of Section 255.0991, Florida Statutes.
- E. The LOCAL AGENCY agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

9-CONSTRUCTION STANDARDS AND REQUIRED APPROVALS:

- A. In the event the PROJECT includes construction, the following provisions are incorporated into this AGREEMENT:
 - 1. In the event the PROJECT involves construction on the DEPARTMENT'S right-of-way, the LOCAL AGENCY shall provide the DEPARTMENT with written notification of its intent to award the construction of the PROJECT to a DEPARTMENT prequalified contractor which has been selected through the LOCAL AGENCY'S normal bid procedures in accordance with all applicable state and federal statutes, rules, and regulations. The LOCAL AGENCY shall then submit a copy of the bid tally sheet(s) and awarded bid contract.

2. The LOCAL AGENCY shall hire a DEPARTMENT prequalified contractor using the LOCAL AGENCY'S normal bid procedures, in accordance with all applicable federal, state, and local statutes, rules and regulations, to perform the construction work for the PROJECT.
3. The LOCAL AGENCY is responsible for provision of Construction Engineering Inspection (CEI) services. The DEPARTMENT reserves the right to require the LOCAL AGENCY to hire a DEPARTMENT pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the PROJECT meets the minimum construction standards established by DEPARTMENT. The DEPARTMENT shall have the right to approve the CEI firm. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the PROJECT. Subject to the approval of the DEPARTMENT, the LOCAL AGENCY may choose to satisfy the requirements set forth in this paragraph by either hiring a DEPARTMENT prequalified consultant firm or utilizing LOCAL AGENCY staff that meet the requirements of this paragraph, or a combination thereof.
4. The LOCAL AGENCY shall ensure work for any portion of the PROJECT to be located on DEPARTMENT right-of-way shall conform to all applicable standards of the DEPARTMENT, as provided in Exhibit "O" – Terms and Conditions of Construction in Department Right of Way, which is attached to and incorporated into this AGREEMENT if a portion of the PROJECT will be located on the DEPARTMENT'S right-of-way.
5. The LOCAL AGENCY shall adhere to the DEPARTMENT'S Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
6. The LOCAL AGENCY shall require the LOCAL AGENCY'S contractor to post a payment and performance bond in accordance with applicable law.
7. The LOCAL AGENCY shall be responsible to ensure that the construction work under this AGREEMENT is performed in accordance with the approved construction documents, and that it will meet all applicable LOCAL AGENCY and DEPARTMENT standards.
8. Upon completion of the work authorized by this AGREEMENT, the LOCAL AGENCY shall notify the Department in writing of the completion of construction of the PROJECT; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as Exhibit "C", Engineers Certification of Completion. The certification shall state that work has been completed in compliance with the PROJECT construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

9. The LOCAL AGENCY shall provide the DEPARTMENT with as-built plans of any portions of the PROJECT funded through the AGREEMENT prior to final inspection.

10–MAINTENANCE OBLIGATIONS:

- A. In the event the PROJECT includes construction then the following provisions are incorporated into this AGREEMENT:

1. The LOCAL AGENCY agrees to maintain any portion of the Project not located on the State Highway System constructed under this AGREEMENT for its useful life. If the LOCAL AGENCY constructs any improvement on DEPARTMENT right-of-way, the LOCAL AGENCY

☐ shall

☐ shall not

maintain the improvements located on the DEPARTMENT right-of-way made for their useful life, as well as all adjacent landscaping on that area. If the LOCAL AGENCY is required to maintain PROJECT improvements located on the DEPARTMENT right-of-way beyond final acceptance, then LOCAL AGENCY shall also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the DEPARTMENT prior to final acceptance. The LOCAL AGENCY has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this AGREEMENT as Exhibit “D”. This provision will survive termination of this AGREEMENT.

11 – RESTRICTIONS, PROHIBITIONS, CONTROLS AND LABOR PROVISIONS:

- 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 LOCAL AGENCY.
- D. No funds received pursuant to this AGREEMENT may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- E. The DEPARTMENT shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this AGREEMENT.

12– INDEMNIFICATION AND INSURANCE:

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

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

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

- B. The LOCAL AGENCY shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- C. If the LOCAL AGENCY elects to self-perform the PROJECT, and such self-performance is approved by the DEPARTMENT in accordance with the terms of this AGREEMENT, the LOCAL AGENCY may self-insure and proof of self-insurance shall be provided to the DEPARTMENT. If the LOCAL AGENCY elects to hire a contractor or consultant to perform the PROJECT, then the LOCAL AGENCY shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the AGREEMENT. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The LOCAL AGENCY shall, or cause its contractor to cause the DEPARTMENT to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the DEPARTMENT as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the AGREEMENT, and may not be shared with or diminished by claims unrelated to the AGREEMENT. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the LOCAL AGENCY is a state agency or subdivision of the State of Florida that elects to self-perform the PROJECT. Prior to the execution of the AGREEMENT, and at all renewal periods which occur prior to final acceptance of the work, the DEPARTMENT shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The DEPARTMENT shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The DEPARTMENT'S approval or failure to disapprove any policy/ies, coverage, or ACORD

Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the DEPARTMENT may have.

- D. When the AGREEMENT includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the LOCAL AGENCY shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the DEPARTMENT as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the AGREEMENT, and at all renewal periods which occur prior to final acceptance of the work, both the DEPARTMENT and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the DEPARTMENT and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The DEPARTMENT'S approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the DEPARTMENT may have.
- E. When the AGREEMENT involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the DEPARTMENT as an Additional Insured on the Commercial General Liability policy/ies procured above.

13– MISCELLANEOUS:

- A. In no event shall any payment to the LOCAL AGENCY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist on the part of the LOCAL AGENCY and the making of such payment by the DEPARTMENT, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.
- B. 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.
- C. The Parties agree that the LOCAL AGENCY, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the DEPARTMENT as a result of this AGREEMENT.

- D. By execution of this AGREEMENT, the LOCAL AGENCY represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- E. Nothing in this AGREEMENT shall require the LOCAL AGENCY to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the AGREEMENT violate any applicable state law, the LOCAL AGENCY will at once notify the DEPARTMENT in writing in order that appropriate changes and modifications may be made by the Parties to the end that the LOCAL AGENCY may proceed as soon as possible with the PROJECT.
- F. 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.
- G. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements, whether written or oral. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- H. The DEPARTMENT reserves the right to unilaterally terminate this Agreement for failure by the LOCAL AGENCY to comply with the provisions of Chapter 119, Florida Statutes.
- I. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of this AGREEMENT and Florida law, the laws of Florida shall prevail. The LOCAL AGENCY agrees to waive forum and venue and that the DEPARTMENT shall determine the forum and venue in which any dispute under this AGREEMENT is decided.
- J. Notices pursuant to this AGREEMENT shall be e-mailed or otherwise delivered in writing to the following:

FOR THE LOCAL AGENCY:

Capital Region Transportation Planning Agency
Attn: Greg Slay, Executive Director
300 S. Adams Street, Box A-19
Tallahassee, FL 32301
Email: greg.slay@talgov.com

FOR THE DEPARTMENT:

Florida Department of Transportation
Attn: District 3 Local Programs Administrator
1074 Highway 90
Chipley, Florida 32428
Email: d3localprog@dot.state.fl.us

14-EXHIBITS AND ATTACHMENTS

Exhibits listed are attached to and incorporated into this AGREEMENT:

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit D: Recipient Resolution

Exhibit F: Contract Payment Requirements

Exhibit O: Terms and Conditions of Construction in Department Right of Way

The following document is attached and incorporated as part of this agreement pursuant to Section 787.06(13), Florida Statutes:

Affidavit Regarding Labor and Services

IN WITNESS WHEREOF, the PARTICIPANT and the DEPARTMENT have executed this AGREEMENT by their authorized representatives.

LOCAL AGENCY

CAPITAL REGION TRANSPORTATION
PLANNING AGENCY

By: _____

Name: _____

Title: _____

Date: _____

Legal in Form and Valid as Drawn:

Participant Attorney

DEPARTMENT:

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Date: _____

Department Legal Review:

Office of the General Counsel

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 458097-1-14-02

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
Capital Region Transportation Planning Agency (CRTPA) (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☒ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: n/a

PROJECT DESCRIPTION: This project is for a Planning Study for the existing conditions analysis, traffic analysis and safety alternatives on SR 10 (US 90) W Tennessee Street from CR 1581 Aenon Church Road to Monroe Street.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient shall provide the Department with copies of all draft and final study documents, including the final report, maps, and analyses. All recommendations must comply with Department standards and are for planning purposes only; they do not authorize construction or implementation. The study shall consider feasibility, right-of-way, drainage, utilities, and constructability.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by June 30, 2027.
- b) Design to be completed by .
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by .

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department will issue a Notice to Proceed to upon execution of this agreement.

EXHIBIT B**SCHEDULE OF FINANCIAL ASSISTANCE**

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
CRTPA 300 S Adams Street, Box A-19 Tallahassee, Florida 32301	458097-1-14-02

Phase of Work by Fiscal Year	FY 2026	FY XXXX	FY XXXX	Total
Planning - Phase 14	\$150,000.00	\$0.00	\$0.00	\$150,000.00
Department Participation	\$0.00	\$0.00	\$0.00	\$0.00
Local Participation	\$0.00	\$0.00	\$0.00	\$0.00
Phase XX	\$0.00	\$0.00	\$0.00	\$0.00
Department Participation	\$0.00	\$0.00	\$0.00	\$0.00
Local Participation	\$0.00	\$0.00	\$0.00	\$0.00
Phase XX	\$0.00	\$0.00	\$0.00	\$0.00
Department Participation	\$0.00	\$0.00	\$0.00	\$0.00
Local Participation	\$0.00	\$0.00	\$0.00	\$0.00
Total Project Cost:	\$150,000.00	\$0.00	\$0.00	\$150,000.00

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS

Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts*

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

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

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/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

EXHIBIT O

TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

- a.** The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual. Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.
- b.** The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Gabriella Molina-Corbin, 850-245-7944 .
- c.** The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- d.** The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- e.** The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- f.** It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

- g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.
- i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.
- k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.
- o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

- p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- r. Restricted hours of operation will be from Insert restrict hours of operation, (insert days of the week for restricted operation), unless otherwise approved by the Operations Engineer, or designee.
- s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Ian Satter, District Public Information Officer
850-330-1205
Ian.Satter@dot.state.fl.us

September 10, 2026



EXECUTIVE COMMITTEE AGENDA ITEM 5 E

EXECUTIVE DIRECTOR ANNUAL EVALUATION

TYPE OF ITEM: Action

STATEMENT OF ISSUE

This item provides the results of the Executive Director's annual evaluation received from members of the Executive Committee.

RECOMMENDED ACTION

As desired by the Executive Committee.

ATTACHMENT

Attachment 1: Individual Commissioner Evaluations Received to Date



Executive Director Performance Review

EMPLOYEE INFORMATION

Name: Greg Slay

Review Date: August 28, 2026

REVIEW INFORMATION

Reviewer Name: Nick Maddox

Review Period: July 18, 2025 – July 18, 2026

Complete this review using the following scale:

- 2** = EXCEEDS JOB EXPECTATIONS: Consistently exemplary performance, including in demanding situations or circumstances.
1 = MEETS JOB EXPECTATIONS: Competent performance in most situations and circumstances.
0 = PARTIALLY MEETS JOB EXPECTATIONS -- Shows capability, but in a variable manner. Improvement needed in key areas.
X = DOES NOT MEET JOB EXPECTATIONS -- Major or ongoing problems that negatively impact organizational objectives.

(Outstanding) (Good) (Needs Work) (Poor)

EVALUATION

	2	1	0	X
Maintains effective communications with and availability for the CRTPA Board	☒	☐	☐	☐
Represents the CRTPA well, understands role, and implements the Board's vision	☒	☐	☐	☐
Understands and maintains compliance with Federal and State MPO requirements as they apply to the CRTPA	☒	☐	☐	☐
Understands current trends and issues impacting the CRTPA and membership, informs the Governing Board as to their implications	☒	☐	☐	☐
Hires and develops qualified staff appropriate for day-to-day operations and guides staff to achieve objectives	☒	☐	☐	☐
Maintains public image of the CRTPA representing service, vitality and professionalism while enhancing the visibility and identity of the organization	☒	☐	☐	☐
Builds relationships and encourages the creation of partnerships with other organizations that contribute to the CRTPA's mission and vision	☒	☐	☐	☐
Develops sound budgets for current and future revenues and expenses necessary to maintain daily and overall operations	☒	☐	☐	☐
Meets challenges head on	☒	☐	☐	☐
Manages assets including technology, equipment, budget, and office space	☒	☐	☐	☐

Encourages public involvement and maintains transparency for the Board, the public, and staff

☒☐☐☐

Inspires confidence, establishes credibility with the CRTPA Board

☒☐☐☐

Maintains a "big picture" outlook and is aware of industry issues

☒☐☐☐

Exhibits diligence in leading the CRTPA

☒☐☐☐

Forecasts trends, responds to change, and invites innovation

☒☐☐☐

Solicits and acts upon the ideas of others when appropriate

☒☐☐☐

Demonstrates excellence in carrying out job responsibilities and accomplishing goals

☒☐☐☐

Participates in relevant and worthwhile professional organizations

☒☐☐☐

Areas for improvement:

N/A

Additional Comments:

Keep up the great work!