

# METROPOLITAN PLANNING ORGANIZATION BOARD

9:00 a.m., Friday, May 20, 2016  
City of Cape Coral Council Chambers  
1015 Cultural Park Boulevard  
Cape Coral, Florida 33990  
239-244-2220



## AGENDA

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### Call to Order

### Pledge of Allegiance

### Roll Call

- 1 Citizens Advisory Committee Meeting Report
- 2 Bicycle Pedestrian Coordinating Committee Report
- 3 Public Comments on Consent Agenda Items
- 4 Consent Agenda
  - A. Approval of the MPO Planning Funds Agreement
  - B. Approval of the Amendment to the Transportation Planning Funds Joint Participation Agreement
  - C. Approval of the Cape Coral Bicycle Pedestrian Master Plan Termination Agreement
  - D. Approval of the Roundabout Study Termination Agreement
  - E. Approval of the Public Transportation Joint Participation Agreement
  - F. Approval of the Transportation Disadvantaged Planning Grant Agreement
  - G. Ratification of the Minor Update to the Transportation Disadvantaged Service Plan
  - H. Approval of an Appointment to the Bicycle Pedestrian Coordinating Committee
- 5 Public Comments will be Taken at Each Item

### Public Hearing Item

6. ^\*Amendments to the FY 2015/2016 through FY 2019/2020 Transportation Improvement Program to Add the FTA 5310 Capital and Operating Grant Funding (Don Scott)
7. ^\*Adoption of the FY 2016/17 and FY 2017/2018 Unified Planning Work Program (Don Scott)

### New Business

8. \*Confirmation of the MPO Board Vice-Chair (Don Scott)
9. Review of the Draft FY 2016/17 through FY 2020/21 Transportation Improvement Program (Don Scott)
10. Review and Provide Input on Proposed LRTP Amendments (Don Scott)

### Other Business

11. Public Comments on Items not on the Agenda
12. Update on MPO Projects
13. LeeTran Report
14. FDOT Report
15. Announcements
16. Information and Distribution Items

**Adjournment**    ^Roll Call Vote    \*Action Items    +May Require Action

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Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services (free of charge) should contact Mr. Johnny Limbaugh at the Lee MPO at 239-330-2242 or by email at [jlimbaugh@leempo.com](mailto:jlimbaugh@leempo.com) at least seven (7) days prior to the meeting. If you are hearing or speech impaired call (800) 955-8770 Voice / (800) 955-8771 TDD. The MPO's planning process is conducted in accordance with Title VI of the Civil Rights Act of 1964 and related statutes. Any person or beneficiary who believes he has been discriminated against because of race, color, religion, sex, age, national origin, disability, or familial status may file a complaint with the Lee County MPO Title VI Coordinator Johnny Limbaugh at (239) 330-2242 or by writing him at P.O. Box 150045, Cape e Coral, Florida 33915-0045.

Agenda Item 4  
Consent Agenda  
MPO 5/20/16



## **APPROVAL OF THE NEW MPO PLANNING FUNDS AGREEMENT**

**RECOMMENDED ACTIONS:** Approve the new MPO Planning funds agreement between the Lee County MPO and the Florida Department of Transportation for FY 2017 and FY 2018 and authorize the Chair to execute the agreement.

The Planning funds agreement (**attached**) has been revised to match new statewide requirements for the MPO's. The agreement is linked with the deliverables identified in the two year Unified Planning Work Program (UPWP) which will also need to be amended when there are task and funding changes. The agreement runs from July 1, 2016 through June 30, 2018 and this version reflects the comments that were made from the MPO's around the state during the review process. The TAC and CAC, at their respective meetings held on April 7, 2016, unanimously approved the new agreement.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**METROPOLITAN PLANNING ORGANIZATION AGREEMENT**

Financial Project No.:  <u>439312-1 for FY 16/17 and 431808-1 for FY 17/18</u> (item-segment-phase-sequence)  Contract No.: _____	Fund: _____  Function: _____  Federal Award Identification No. (FAIN): _____  MPO DUNS No.: <u>078286488</u>	FLAIR Approp.: _____  FLAIR Obj.: _____  Org. Code: _____  Vendor No.: <u>F800756648001</u>
CFDA Number & Title: <u>20.205 Highway Planning and Construction</u>		

THIS METROPOLITAN PLANNING ORGANIZATION AGREEMENT (Agreement) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION (Department), an agency of the State of Florida, whose address is Office of the District Secretary, 801 North Broadway Avenue, Bartow, FL 33831 and the Lee County Metropolitan Planning Organization (MPO), whose address is 815 Nicholas Parkway E., Cape Coral FL, 33990 and whose Data Universal Numbering System (DUNS) Number is: 078286488 (collectively the "parties").

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

1. **Authority:** The MPO and the Department have authority to enter into this Agreement pursuant to 23 U.S.C. 134, 23 Code of Federal Regulations (CFR or C.F.R.) §450 and Section 339.175, Florida Statutes (F.S.), which, require the Department and the MPO to enter into an agreement clearly identifying the responsibilities for cooperatively carrying out the Federal Highway Administration (FHWA) portion of the Metropolitan Planning Process and accomplishing the transportation planning requirements of state and federal law.
2. **Purpose of the Agreement:** The purpose of this Agreement is to pass through financial assistance through the Department in the form of FHWA funds to the MPO for the completion of transportation related planning activities set forth in the Unified Planning Work Program (UPWP) of the MPO (Project), state the terms and conditions upon which FHWA funds will be provided, and set forth the manner in which work tasks and subtasks within the UPWP will be undertaken and completed. The Project is more fully described in the UPWP, which is attached and incorporated into this Agreement as Exhibit "A".
3. **Scope of Work:** The UPWP, Exhibit "A", constitutes the Scope of Work for this Agreement.
4. **Project Cost:** The total budgetary ceiling for the Project is \$1,701,205. The budget, including tasks, is summarized below and detailed in the UPWP, Exhibit "A". The budget may be modified by mutual agreement as provided for in paragraph 7, Amendments.

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

FINANCIAL PROJECT NO.	FISCAL YEAR	AMOUNT
<u>439312-1-14-01 &amp; 02</u>	<u>2016/2017</u>	<u>1,010,319</u>
<u>431808-1-14-01</u>	<u>2017/2018</u>	<u>690,886</u>

5. **Term of Agreement:** This Agreement shall have a term of two (2) years. This Agreement shall begin on the later of July 1, 2016 or the date the Agreement is fully executed, whichever is later and expire on June 30, 2018. If the Agreement is fully executed after July 1, 2016, then the term of the Agreement shall be less than two (2) years and the Agreement shall expire on June 30, 2018. Expiration of this Agreement will be considered termination of the

Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

- 6. Renewals and Extensions:** This Agreement shall not be renewed or extended.
- 7. Amendments:** Amendments may be made during the term of this Agreement. Any amendment must be in writing and signed by both parties with the same formalities as the original Agreement.

**A. Modifications versus Amendments to the UPWP:** Modifications and amendments to the UPWP budget may occur periodically. Modifications shall not increase the FHWA approved UPWP final total budget or change the scope of the FHWA approved work tasks. If the MPO makes a modification to the UPWP budget, then the MPO shall immediately send any such modifications to the Department. The Department will then forward the modifications to FHWA. Each budget category subtotal and individual line item costs contained in this Agreement are only estimates. The total budgetary ceiling cannot be exceeded, but shifts between budget categories and budget line items are acceptable and shall not require an amendment of the UPWP or this Agreement. Changes in the scope of an approved work task, the addition or deletion of an approved work task, or changes altering the total funding of an FHWA approved UPWP shall be considered amendments to the UPWP. Amendments to the UPWP must be approved by FHWA. Proposed amendments to the UPWP shall be filed with the Department. Within a reasonable amount of time, the Department shall review and transmit the proposed UPWP amendment and supporting documents to the FHWA with a recommendation for approval or denial. Transmittal of the proposed UPWP amendment and supporting documents to FHWA may be delayed by the Department due to the MPO failing to include all documentation required for the UPWP amendment. The Department shall immediately forward to the MPO all correspondence that the Department receives from FHWA with regard to the proposed UPWP amendment. If FHWA approves the amendment to the UPWP then this Agreement and supporting documentation must be amended immediately following such approval.

**8. General Requirements:**

- A.** The MPO shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, the Interlocal Agreement establishing the MPO, and all applicable laws.
- B.** Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the MPO in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in Project costs in part or in total. Any determination by the Department made pursuant to this section of the Agreement is subject to the conflict and dispute resolution process set forth in Section 14 of this Agreement.
- C.** The MPO's financial management system must comply with the requirements set forth in 2 CFR §200.302, specifically:
- i.** Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received.
  - ii.** Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in §§200.327 Financial reporting and 200.328 Monitoring and reporting program performance.
  - iii.** Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
  - iv.** Effective control over, and accountability for, all funds, property, and other assets.
  - v.** Comparison of expenditures with budget amounts for each Federal award.
  - vi.** Written procedures to implement the requirements of §200.305 Payment.



- vii. Written procedures for determining the allowability of costs in accordance with Subpart E—Cost Principles of this part and the terms and conditions of the Federal award.

**9. Compensation and Payment:**

- A. The Department shall reimburse the MPO for costs incurred to perform services satisfactorily during a monthly or quarterly period in accordance with Scope of Work, Exhibit “A”. Reimbursement is limited to the maximum amount authorized by the Department. The MPO shall submit a request for reimbursement to the Department on a quarterly or monthly basis. Requests for reimbursement by the MPO shall include an invoice, an itemized expenditure report, and progress report for the period of services being billed that are acceptable to the Department. The MPO shall use the format for the invoice, itemized expenditure report and progress report that is approved by the Department. The MPO shall provide any other data required by FHWA or the Department to justify and support the payment requested.
- B. Pursuant to Section 287.058, Florida Statutes, the MPO shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described in Exhibit “A”.
- C. Invoices shall be submitted by the MPO in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit “A”. Deliverables must be received and accepted in writing by the Department’s Grant Manager prior to payments.
- D. The Department will honor requests for reimbursement to the MPO for eligible costs in the amount of FHWA funds approved for reimbursement in the UPWP and made available by FHWA. The Department may suspend or terminate payment for that portion of the Project which FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid. In regard to eligible costs, whichever requirement is more strict between federal and State of Florida requirements shall control. Any determination by the Department made pursuant to this section of the Agreement is subject to the conflict and dispute resolution process set forth in Section 14 of this Agreement.
- E. Supporting documentation must establish that the deliverables were received and accepted in writing by the MPO and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in the UPWP, Exhibit “A”, was met. All costs charged to the Project, including any approved services contributed by the MPO or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- F. Bills for travel expenses specifically authorized in this Agreement shall be documented on the Department’s Contractor Travel Form No. 300-000-06 or on a form that was previously submitted to the Department’s Comptroller and approved by the Department of Financial Services. Bills for travel expenses specifically authorized in this Agreement will be paid in accordance with Section 112.061 Florida Statutes.
- G. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the MPO fails to meet minimum performance levels, the Department shall notify the MPO of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The MPO shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the MPO will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the MPO shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the MPO resolves the deficiency. If the deficiency is subsequently resolved, the MPO may bill the Department for the retained amount during the next billing period. If the MPO is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement’s term.
- H. An invoice submitted to the Department involving the expenditure of metropolitan planning funds (“PL

funds”) is required by Federal law to be reviewed by the Department and issued a payment by the Department of Financial Services within 15 business days of receipt by the Department for review. If the invoice is not complete or lacks information necessary for processing, it will be returned to the MPO, and the 15 business day timeframe for processing will start over upon receipt of the resubmitted invoice by the Department. If there is a case of a bona fide dispute, the invoice recorded in the financial system of the Department shall contain a statement of the dispute and authorize payment only in the amount not disputed. If an item is disputed and is not paid, a separate invoice could be submitted requesting reimbursement or the disputed item/amount could be included/added to a subsequent invoice.

- I. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the MPO's general accounting records and the project records, together with supporting documents and records, of the consultant and all subconsultants performing work on the project, and all other records of the Consultants and subconsultants considered necessary by the Department for a proper audit of costs.
- J. The MPO must timely submit invoices and documents necessary for the close out of the Project. Within 90 days of the expiration or termination of the grant of FHWA funds for the UPWP, the MPO shall submit the final invoice and all financial, performance, and related reports consistent with 2 CFR §200.
- K. The Department's performance and obligation to pay under this Agreement is also contingent upon FHWA making funds available and approving the expenditure of such funds.
- L. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

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

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

Any determination by the Department made pursuant to this section of the Agreement is subject to the conflict and dispute resolution process set forth in Section 14 of this Agreement.

- N. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the MPO owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department. Any determination by the Department made pursuant to this section of the Agreement is subject to the conflict and dispute resolution process set forth in Section 14 of this Agreement.
- O. **Indirect Costs:** A state or federally approved indirect cost rate may be applied to the Agreement. If the MPO does not have a federally approved indirect cost rate, a rate up to the de minimis indirect cost rate of 10% of modified total direct costs may be applied. The MPO may opt to request no indirect cost rate, even if it has a federally approved indirect cost rate.

#### 10. Procurement and Contracts of the MPO

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

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

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

200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the MPO must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

- ii. In connection with the audit requirements, the MPO shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
- iii. In the event the MPO expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the MPO is exempt from Federal audit requirements for that fiscal year. However, the MPO must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the MPO's audit period for each applicable audit year. In the event the MPO expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the MPO's resources obtained from other than Federal entities).
- iv. The MPO must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the MPO's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the MPO fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
  1. Temporarily withhold cash payments pending correction of the deficiency by the MPO or more severe enforcement action by the Department;
  2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the Federal award;
  4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
  5. Withhold further Federal awards for the Project or program;
  6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the MPO shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the MPO's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

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

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

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

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

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

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

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

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

The conflict and dispute resolution process set forth in Section 14 of this Agreement shall not delay or stop the Parties' rights to terminate the Agreement.

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

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

**14. Conflict and Dispute Resolution Process:** This section shall apply to conflicts and disputes relating to matters subject to this Agreement, or conflicts arising from the performance of this Agreement. If possible, the parties shall attempt to resolve any dispute or conflict within thirty (30) days of a determination of a dispute or conflict. This section shall not delay or stop the Parties' rights to terminate the Agreement. In addition, notwithstanding that a conflict or dispute may be pending resolution, this section shall not delay or stop the Department from performing the following actions pursuant to its rights under this Agreement: deny payments; disallow costs; deduct the value of ineligible work from subsequent reimbursement requests, or; offset pursuant to Section 9.N of this Agreement.

- A. Initial Resolution:** The affected parties to this Agreement shall, at a minimum, ensure the attempted early resolution of conflicts relating to such matters. Early resolution shall be handled by direct discussion between the following officials: for the Department - the Intermodal Systems Development Manager; and for the MPO - the Staff Director.
- B. Resolution by Senior Agency Official:** If the conflict remains unresolved, the conflict shall be resolved by the following officials: for the Department - the District Secretary; and for the Lee County MPO - the Chairperson of the MPO.
- C. Resolution of Conflict by the Agency Secretary:** If the conflict is not resolved through conflict resolution pursuant to the provisions, "Initial Resolution" and "Resolution by Senior Agency Official" above, the conflict shall be resolved by the Secretary for the Department of Transportation or their delegate. If the MPO does not agree with the resolution provided by the Secretary for the Department of Transportation, the parties may pursue any other remedies set forth in this Agreement or provided by law.

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

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

**16. Compliance with Federal Conditions and Laws:**

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

language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

E. The MPO must comply with FHWA's Conflicts of Interest requirements set forth in 23 CFR §1.33.

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

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

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

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

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

## **18. Miscellaneous Provisions**

### **A. Public Records:**

- i. The MPO shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the MPO in conjunction

with this Agreement, unless such documents are exempt from public access or are confidential pursuant to state or federal law. Failure by the MPO to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

ii. In addition, the MPO shall comply with the requirements of section 119.0701, Florida Statutes.

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

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

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



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**METROPOLITAN PLANNING ORGANIZATION AGREEMENT**

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

MPO

Florida Department of Transportation

Lee County MPO

\_\_\_\_\_  
MPO Name

Commissioner Brian Hamman

\_\_\_\_\_  
Signatory (Printed or Typed)

\_\_\_\_\_  
Department of Transportation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

MPO Chair

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Legal Review  
MPO

\_\_\_\_\_  
Legal Review  
Department of Transportation

## EXHIBIT B

### FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

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

**CFDA No.:** [20.205](#)

**CFDA Title:** HIGHWAY PLANNING AND CONSTRUCTION  
Federal-Aid Highway Program, Federal Lands Highway Program

**\*Award Amount:** \$

**Awarding Agency:** Florida Department of Transportation

**Indirect Cost Rate:**

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

\*The federal award amount may change with supplemental agreements

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

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

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards  
[www.ecfr.gov](http://www.ecfr.gov)

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

Title 23 – Highways, United States Code  
<http://uscode.house.gov/browse.xhtml>

Title 49 – Transportation, United States Code  
<http://uscode.house.gov/browse.xhtml>

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

Federal Highway Administration – Florida Division  
[www.fhwa.dot.gov/fldiv](http://www.fhwa.dot.gov/fldiv)

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
[www.fsr.gov](http://www.fsr.gov)

**Exhibit "C"**

**TITLE VI ASSURANCES**

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

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b. cancellation, termination or suspension of the contract, in whole or in part.

- (6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## **APPROVAL OF AN AMENDMENT TO THE TRANSPORTATION PLANNING FUNDS JOINT PARTICIPATION AGREEMENT**

**RECOMMENDED ACTIONS:** Approve an amendment to the existing Transportation Planning Funds Joint Participation Agreement to end on June 30, 2016.

This amendment to the current Transportation Planning funds agreement (**attached**) will terminate the agreement effective June 30, 2016 which will be replaced with the new agreement, included in agenda item 4A, that will begin on July 1, 2016.



**AMENDMENT TO THE TRANSPORTATION PLANNING FUNDS  
JOINT PARTICIPATION AGREEMENT**

Financial Project No.: <u>420891-1-14-01</u> <small>(item-segment-phase-sequence)</small>	Fund: <u>PL</u> Function: <u>215</u> Federal No.: <u>PL 0261(048)</u> DUNS No.: <u>078286488</u>	FLAIR Approp.: <u>088854</u> FLAIR Obj.: <u>790052</u> Org. Code: <u>55012010130</u> Vendor No.: <u>F800756648001</u>
Contract No.: <u>A5176</u> CFDA Number & Title: 20.205 CSFA Number & Title: <u>N/A</u>		

THIS AMENDMENT TO THE JOINT PARTICIPATION AGREEMENT (Amendment) made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION (Department), an agency of the State of Florida, whose address is Office of the District Secretary, 801 North Broadway Avenue, Bartow, Florida 33831 and the Lee County Metropolitan Planning Organization, whose address is 815 Nicholas Parkway E., Cape Coral, Florida 33990.

**RECITALS**

WHEREAS, the Department and the MPO on November 18, 2011 entered into a Transportation Planning Funds Joint Participation Agreement, hereinafter called the "Agreement", whereby the Department passed through Federal funds to the MPO to assist the MPO in performing transportation planning activities set forth in its Unified Planning Work Program (UPWP).

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. The duration of the Agreement is modified. The Agreement will expire on June 30, 2016.
2. Any remaining services within the UPWP for the Agreement that have not been completed prior to June 30, 2016, will be included in the UPWP for the forthcoming Metropolitan Planning Agreement between the Department and the MPO that is expected to commence on July 1, 2016.
3. The total amount for services performed under the Agreement must be decreased by \$0.
4. The final invoice for the Agreement must be submitted by the MPO to the Department no later than August 31, 2016.
5. Other than as expressly set forth above, the terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have executed this Joint Participation Agreement on behalf of the referenced legal entities.

*The remainder of this page intentionally left blank.*

Signed, Sealed and Delivered in the presence of:

MPO

Florida Department of Transportation

Lee County Metropolitan Planning Organization

\_\_\_\_\_  
MPO Name

Commissioner Brian Hamman

\_\_\_\_\_  
Signatory (Printed or Typed)

\_\_\_\_\_  
Department of Transportation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

MPO Chair

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Donald Scott

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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Signature

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Signature

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Legal Review  
Lee County MPO

\_\_\_\_\_  
Legal Review  
Department of Transportation



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRANSPORTATION PLANNING FUNDS**  
**JOINT PARTICIPATION AGREEMENT**

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Financial Project No.: <u>420891-1-14-01</u> (item-segment-phase-sequence)	Fund: <u>PL</u> Function: <u>215</u> Federal No.: <u>PL 0261(048)</u>	FLAIR Approp.: <u>088854</u> FLAIR Obj.: <u>790052</u> Org. Code: <u>55012010130</u>
Contract No.: <u>A5176</u>	DUNS No.: _____	Vendor No.: _____
CFDA Number: <u>20.205</u>	CSFA Number: <u>n/a</u>	

THIS JOINT PARTICIPATION AGREEMENT (Agreement) is made and entered into this 18<sup>th</sup> day of November 2011, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION (Department), an agency of the State of Florida, whose address is Office of the District Secretary, 801 North Broadway Avenue, Bartow, Florida 33831 and the Lee Metropolitan Planning Organization (MPO), whose address is 815 Nicholas Parkway, Cape Coral, Florida 33991.

### RECITALS

WHEREAS, the Federal Government, under the authority of 23 U.S.C. 134 and any subsequent applicable amendments, requires that each urbanized or metropolitan area, as a condition to the receipt of federal capital or operating assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs reflecting consideration of the likely effect of transportation policy decisions on land use and development and the consistency of transportation plans and programs with the provisions of all applicable short and long term land use and development plans;

WHEREAS, 23 U.S.C. 134, 23 CFR 450.306, and Section 339.175, Florida Statutes, authorize metropolitan planning organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, pursuant to 23 U.S.C. 134, 23 CFR 450.310, and Section 339.175, Florida Statutes, a metropolitan planning organization has been designated and apportioned by the Governor of the State of Florida, with the agreement of the affected units of general purpose local government, to organize and establish the MPO;

WHEREAS, pursuant to the Interlocal Agreement executed on December 16, 2009 and filed with the Clerk of the Circuit Court of Lee, the MPO was established, with specific transportation planning duties and responsibilities identified therein;

WHEREAS, the MPO has the authority to enter into this Agreement and to undertake the responsibilities hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction, including the implementation of an integrated and balanced transportation system.

WHEREAS, the MPO is to be the recipient of metropolitan planning funds (PL Funds) authorized under 23 U.S.C. 104 (f) to carry out the provisions of 23 U.S.C. 134;

WHEREAS, the Department is authorized to allocate said funds for all metropolitan planning organizations throughout the State of Florida;

WHEREAS, the Department is authorized to transmit to the MPO its proportionate share of PL Funds approved by the Federal Highway Administration (FHWA) appropriated for the purpose of aiding the metropolitan transportation planning process; and

WHEREAS, 23 CFR 450.314 and Section 339.175, Florida Statutes, require that the Department and the MPO enter into an agreement clearly identifying the responsibilities for cooperatively carrying out the Metropolitan Planning Process and accomplishing the transportation planning requirements of state and federal law.

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

## **ARTICLE 1 RECITALS; DEFINITIONS; PURPOSE**

**Section 1.01 Recitals.** Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.

**Section 1.02 Definitions.** The following words when used in this Agreement (unless the context shall clearly indicate to the contrary) shall have the following meanings:

(a) Multimodal, Systems Level Corridor or Subarea Planning Study shall mean and refer to studies involving major investment decisions or as otherwise identified in 23 CFR 450.318 and 450.212.

(b) Long-Range Transportation Plan is the 20-year plan which: identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital investments necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation enhancement activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, as required by 23 USC Section 134, 23 CFR 450.322, and Section 339.175, Florida Statutes.

(c) Metropolitan Planning Area means and refers to the planning area as delineated by the MPO for the urbanized area as described in 23 U.S.C. 134 (b)(1), and Section 339.175, Florida Statutes, which shall be subject to the MPO.

(d) Task and or subtask refer to the individual work items or programs listed within the respective Unified Planning Work Program (UPWP).

(e) Transportation Improvement Program or TIP is the transportation document which includes the following components: a priority list of projects and project phases; a list of projects proposed for funding; including all regionally significant transportation projects even if no Federal funding is involved (23 CFR 450.216); a financial plan demonstrating how the TIP can be implemented; a listing of group projects; an indication of whether the projects and project phases are consistent with applicable local government comprehensive plans adopted pursuant to Section 163.3161 et seq., Florida Statutes; an indication of whether the projects and phases are consistent with the Long Range Transportation Program (23 CFR 450.216); and an indication of how improvements are consistent, to the maximum extent feasible, with affected seaport and airport master plans and with public transit development plans of the units of local government located within the boundaries of the MPO, all as required by 23 U.S.C. 134(j), 23 CFR 450.324, and Section 339.175(8), Florida Statutes.

(f) Unified Planning Work Program or UPWP is the biennial plan developed in cooperation with the Department and public transportation providers, that lists all planning tasks to be undertaken

during a program year, together with a complete description thereof and an estimated budget, as required by 23 CFR 450.308, and Section 339.175(9), Florida Statutes.

**Section 1.03 UPWP and PL Funds.** As more fully set forth in Article 2 of this Agreement, the purpose of this Agreement is: (1) To ensure the PL Funds portion of the biennial UPWP for the Metropolitan Planning Area is prepared by the MPO in conformance with 23 CFR 450.308 and Section 339.175(9), Florida Statutes, (2) To provide financial assistance to the MPO for transportation related planning activities, as required under 23 U.S.C. 134, (3) To state the terms and conditions upon which such assistance will be provided, and (4) To recite the understanding as to the manner in which the biennial UPWP will be undertaken and completed.

## **ARTICLE 2 TRANSPORTATION PLANNING; PL FUNDS; UPWP PREPARATION**

**Section 2.01 The Project.** The Project under this Agreement is defined as the preparation and adoption of the biennial UPWP for the Metropolitan Planning Area which is supported by PL Funds. Approval of the Project shall consist of approval of each biennial UPWP by the MPO, and the appropriate Federal funding agencies, including the FHWA and/or Federal Transit Agency (FTA). Individual tasks or subtasks of the UPWP, although accepted by the federal funding agencies, may be subject to further applicable conditions outlined in federal law or state statutes. The Project approval for any specific UPWP extends for only the two year fiscal period for which the Project was developed. Portions of the Project not completed during the indicated fiscal years are not eligible for funding, unless specifically included in the succeeding UPWP. Notwithstanding that the Project may be implemented over a two year period, funding will be authorized on an annual basis.

**Section 2.02 Accomplishment of the Project.**

(a) **General Requirements.** The MPO shall commence, carry on, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions hereof, and all applicable laws, including all applicable transportation planning responsibilities identified in the Interlocal Agreement establishing the MPO.

(b) **Funds of the MPO.** The MPO shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the MPO to provide the necessary funds for completion of the Project.

(c) **Submission of proceedings, contracts and other documents.** Subject to requirements of confidentiality of public records under Florida law and the right to claim an exemption from the Florida Public Records Law, Chapter 119, Florida Statutes, the MPO shall submit to the Department such data, reports, records, contracts, and other documents relating to its performance as a metropolitan planning organization as the Department may require. The MPO shall have a right to charge reasonable charges for reproduction of public records as permitted by Chapter 119, Florida Statutes.

(d) **Notification.** Within (10) business days of receipt by the Department, the Department shall forward to the MPO all correspondence pertaining to the approval of the individual work tasks contained within the UPWP, and copies of other FHWA and FTA regulations, notices, orders, manuals, handbooks, and transmittals, relating to the duties of the MPO pursuant to 23 U.S.C. 134, 23 CFR Parts 420 and 450; and 49 CFR Parts 18 and 20. As so stated, the approved amount for each specific work task will be consistent with the budgeted amount as defined in the draft UPWP.

### **Section 2.03** Participation in the Project.

(a) The Department agrees to participate in the Project, such participation to be limited to: (1) a cash reimbursement to the MPO in the amount of PL Funds approved for reimbursement in the Project and made available by the FHWA; and (2) except as otherwise authorized by the Department, in-kind services (including Departmental consultant contracts for applicable planning work within the MPO's Metropolitan Planning Area); the value of which services in any given year should not exceed one-half of the amount of matching funds required for the MPO's PL Funds approved for expenditure in the Project. The remaining required match, if any, shall be provided by the MPO in the form of in-kind services or cash. In some circumstances, the Department may elect to furnish additional in-kind services.

(b) Reimbursement will be made on monthly or quarterly billings, based upon actual expenses incurred by the MPO in furtherance of the Project. Requests for payment shall include documentation of expenditures as required by 49 CFR 18.41, as appropriate, and of work accomplished by the MPO, and shall also include a narrative progress report.

**Section 2.04** Rights of Review. As required by 49 CFR 18.42(e), the FHWA and the FTA shall have the right of review of the work (and approval or concurrence as appropriate), including, but not limited to: the UPWP, the TIP, the Long-Range Transportation Plan, a Multimodal, Systems Level Corridor or Subarea Planning Study, the Transportation Systems Management Element, all technical reports, and all planning data prepared by the MPO. If the FHWA or the FTA finds that the work performed fails to comply with any requirement (e.g., work tasks are not conducted in accordance with approved work programs, or work tasks are found to be inconsistent with federal or state guidelines), the FHWA or the FTA may use the enforcement actions contained in 49 CFR 18.43 to remedy the situation.

**Section 2.05** The UPWP Budget. The UPWP Budget shall consist of that portion of the two budget statements included in the UPWP which covers PL and Section 5303 funded work. One statement identifies funding sources (federal, state, local) by work task and subtask. The other statement identifies funding, by work task and subtask, agency participation, and consultant services. The MPO shall maintain said UPWP Budget, carry out the UPWP, and shall incur obligations against and make disbursements of UPWP funds only in conformity with the latest approved budget for the UPWP. Revisions to the UPWP budget may occur periodically. Revisions do not change the FHWA approved UPWP final total budget or the scope of FHWA approved work task(s). The Department and the FHWA shall be notified of all revisions prior to approval by the MPO. Changes in the scope of an approved work task or additions or deletions of funds which change the total funding of an FHWA approved UPWP shall be considered amendments. Amendments must be approved by the FHWA. Proposed amendments shall be filed with the Department. The Department shall transmit the amendment and supporting documents to the FHWA with a recommendation for approval or denial. The MPO shall limit the total amount of Project funds programmed in the UPWP for a particular two year fiscal period to the following:

- (1) Project funds allocated to the MPO for the subject two year fiscal period;
- (2) Any unspent Project funds that had been programmed in UPWPs from the previous two year fiscal period for which final billing had been received and those funds have been deobligated; or

(3) Any Project funds not previously programmed in the UPWP. The unspent balance from each of the previous years' UPWPs will not be available for reprogramming until final billing for the earlier years is received by the Department.

#### **Section 2.06 Accounting Records.**

(a) Establishment and Maintenance of Accounting Records. The MPO shall establish for the Project, in accordance with the requirements of 49 CFR 18.20, separate accounts for each task and subtask of the Project Budget, to be maintained within its existing accounting system or set up independently. Such accounts are referred to herein collectively as the Project Account. The Project Account and supporting documentation as set forth in 49 CFR 18.20, shall be made available upon request for examination by the FHWA, the FTA or the Comptroller General of the United States in accordance with the requirements of 49 CFR 18.42.

(b) Funds Received or Made Available for the Project. Pursuant to the requirements of 49 CFR 18.20, the MPO shall record in the Project Account all payments received by it from the Department pursuant to this article and all other funds provided for, accruing to, or otherwise received on account of the Project, which Department payments and other funds are herein collectively referred to as Project Funds.

(c) Costs Incurred for the Project. The MPO shall charge to the Project Account all eligible costs of the Project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the FHWA shall not be considered eligible costs. Determination of eligible costs shall be in accordance with the requirements of 49 CFR 18.22.

(d) Documentation of Project Costs. All costs charged to the Project, including any approved services contributed by the MPO or others, shall be supported as required by 49 CFR 18.20 and 18.22 and the cost principles cited in Office of Management and Budget (OMB) Circular A-87 (*Cost Principles for State, Local and Indian Tribal Governments*).

(e) Checks, Orders, and Vouchers. Any check or order drawn by the MPO with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file with the MPO stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents, and shall be maintained for at least 5 years after final payment.

(f) Indirect Costs. The rate used for billing indirect costs shall be established in accordance with the requirements of the Office of Management and Budget (OMB) Circular A-87.

#### **Section 2.07 Audit.**

The administration of resources awarded by the Department to Lee MPO may be subject to audits and/or monitoring by the Department, as described in this section.

(a) Monitoring. In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the MPO agrees to comply and

cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the MPO is appropriate, the MPO agrees to comply with any additional instructions provided by the Department staff to Lee MPO regarding such audit. Lee MPO further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or the Florida Auditor General.

(b) Federally funded. Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the MPO expends \$500,000 or more in Federal awards in its fiscal year, the MPO must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal resources awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the MPO shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the MPO conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part (b), paragraph 1., the MPO shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the MPO expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the MPO elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from MPO resources obtained from other than Federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

(c) State funded. MPO's receiving state funds (i.e. a nonstate entity as defined by Section 215.97(2)(m) Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the MPO expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the MPO must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the MPO shall consider all sources of state financial assistance, including state financial assistance

received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part (c), paragraph 1, the MPO shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the MPO expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the MPO elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the MPO's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

(d) Other audit requirements

The MPO shall follow up and take corrective action on audit findings. Preparation of summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Florida Department of Financial Services, and the Florida Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

(e) Report submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 2.07(b) of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the MPO directly to each of the following:

a. The Department at each of the following addresses:

Florida Department of Transportation  
Southwest Area Office  
10041 Daniels Parkway  
Fort Myers, Florida 33913  
(i.e. District Program Manager or Audit Director for this contract)

- b. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse); at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

- c. Other Federal agencies and pass-through entities in accordance with Sections 320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by Section 2.07(b) of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the MPO shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the MPO's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation  
Southwest Area Office  
10041 Daniels Parkway  
Fort Myers, Florida 33913  
(i.e. District Program Manager or Audit Director for this contract)

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the MPO shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation  
Southwest Area Office  
10041 Daniels Parkway  
Fort Myers, Florida 33913  
(i.e. District Program Manager or Audit Director for this contract)

3. Copies of financial reporting packages required by Section 2.07(c) of this agreement shall be submitted by or on behalf of the MPO directly to each of the following:

- a. The Department at each of the following addresses:

Florida Department of Transportation  
Southwest Area Office  
10041 Daniels Parkway  
Fort Myers, Florida 33913  
(i.e. District Program Manager or Audit Director for this contract)



b. The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by Section 2.07(d) of this agreement shall be submitted by or on behalf of the MPO directly to:

a. The Department at each of the following addresses:

Florida Department of Transportation  
Southwest Area Office  
10041 Daniels Parkway  
Fort Myers, Florida 33913

(i.e. District Program Manager or Audit Director for this contract)

b. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

c. The MPO, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the MPO in correspondence accompanying the reporting package.

(f) Record retention. The MPO, along with contractors and subcontractors, shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, FHWA, FTA, CFO, or Florida Auditor General access to such records upon request. The MPO shall ensure that audit working papers are made available to the Department, or its designee, CFO, or Florida Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

## **Section 2.08** Requisitions and Payments

(a) Preliminary Action by the MPO. In order to obtain any payment, the MPO shall:

(1) Submit to the Department its request on a form or forms prescribed by the FHWA, and such other data pertaining to the Project Account and the Project as the FHWA may require, to justify and support the payment requested; and

(2) Submit with the payment requisition a progress report, acceptable to the Department, describing the work and products accomplished which adequately justify and support the payment requested;

(3) The MPO shall be fully responsible for the proper billing of any federal reimbursable costs or charges, including those incurred by its contractors and subcontractors.

(4) Comply with all applicable provisions of this Agreement.

(b) The Department's Obligations. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature. Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the FHWA to be proper to ensure the implementation of the Project and payment of the eligible costs thereof in accordance herewith. In accordance with 23 U.S.C. 104 and specific guidance from FHWA, the Department will reimburse the MPO for PL funds no later than 30 days from receipt of the request for reimbursement. If the Department believes the MPO did not provide adequate supporting documentation for reimbursement claims and needs more than the 30 days to verify the claims, the Department shall reimburse the MPO and then deduct any charges later determined to be unallowable from the MPO's next claim for reimbursement. Notwithstanding any other provision of this article, the FHWA may, by providing written notice, elect not to make a payment on account of the Project if:

(1) Misrepresentation. The MPO made a misrepresentation of a material nature in its UPWP, or any supplement thereto or amendment thereof, or in or with respect to any document of data furnished therewith or pursuant hereto;

(2) Litigation. There is then pending litigation with respect to the MPO's performance of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement, or payments to the Project;

(3) Concurrence by the Department. The MPO has taken any action pertaining to the Project which requires the prior approval of the Department or FHWA or has made related expenditures or incurred related obligations without having been advised by the FHWA that the same are satisfactory;

(4) Conflict of Interests. The MPO has violated any of the conflict of interest provisions of this article.

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

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

insufficient submittals, or any other reason declared by the applicable Federal Agency.

The MPO agrees that the Department may offset such amounts from payments due for work or services done under any agreement between the parties if payment from the MPO is not received by the Department after 90 days written notice from the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

(d) Billing Limitation. The MPO shall timely submit invoices and documents necessary for the close out of the project. In accordance with 49 C.F.R. 18.50, within 90 days of the expiration or termination of the grant of PL funds for a UPWP, the MPO shall submit all financial, performance and related reports. If an MPO anticipates that it will not have its final invoices submitted to the Department in time to allow the closeout process to occur by September 30, the MPO shall notify the Department in writing. The Department will request a time extension from FHWA. The Department will accept no further billings for work accomplished on the task or subtask as defined in the UPWP after the 90-day period unless a time extension has been requested and approved.

The MPO understands that if it fails to timely perform its obligations, or in a timely manner submit invoices and documents necessary for the close out of the project, the maximum limiting amount may become unavailable or reduced due to a removal or withdrawal of federal funds or a loss of state appropriation, and the Department will have no obligation to provide funds from other sources. The MPO agrees that in the event the maximum limiting amount of this Agreement is reduced by such removal, withdrawal, or loss of funds, the MPO will be solely responsible for payment of costs and outstanding invoices no longer reimbursable due to the loss of funding.

**Section 2.09** Termination or Suspension. The Project may be terminated in whole or in part only in accordance with the requirements of 49 CFR 18.43 and 18.44.

**Section 2.10** Contracts of the Department Consultant contracts shall be in accordance with the applicable requirements of federal and Florida law. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of twenty five thousand dollars (\$25,000.00) and which have a term for a period of more than one year per Section 339.135 (6) (a), Florida Statutes.

**Section 2.11** Contracts of the MPO

(a) When a contract is written for multiple years and each year's funding is not specified in the written agreement, a two party document (amendment or signed acknowledgement) must be executed by the MPO and its consultant that specifies the next fiscal year's funding approval upon availability of funds.

(b) In subcontracting for any professional services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by Florida law, the MPO shall comply with the Consultants' Competitive Negotiation Act

(CCNA), Section 287.055, Florida Statutes, as amended from time to time. The MPO shall publicly announce, in a uniform and consistent manner, and comply with the competitive selection requirements of the CCNA, on each occasion when architectural, professional engineering, landscape architectural, or registered surveying and mapping services, are to be purchased for a project, the basic construction cost of which is estimated by the MPO to exceed the threshold for Category Five in Section 287.017, Florida Statutes, or for a planning or study activity when the fee exceeds the threshold for Category 2 in Section 287.017, Florida Statutes, except that a public announcement is not required in cases of a valid public emergency so certified by the MPO. The competitive negotiation requirements of the CCNA shall be complied with as required by Florida law.

(c) E-VERIFY. Vendor/Contractor:

(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 Vendor/Contractor during the term of the contract; and

(2) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

**Section 2.12** Restrictions, Prohibitions, Controls, and Labor Provisions.

(a) Inspection, Review, Approval, and Audit. It is understood and agreed that all rights of the Department relating to inspection, review, approval, and audit of the work, tracings, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

(b) Federal Participation. It is understood and agreed that, in order to permit federal participation in the expenditure of PL Funds, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of FHWA or as otherwise provided for in this article.

(c) Compliance with Title VI of the Civil Rights Act of 1964 and Related Statutes. During the performance of this contract, the MPO, for itself, its assignees and successors in interest agrees as follows:

(1) Compliance with Regulations. The MPO shall comply with the regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of the contract.

(2) Nondiscrimination. The MPO, with regard to the work performed by it during the contract will not discriminate on the grounds of race, color, disability, religion, sex, national origin, or familial status in the selection and retention of contractors and subcontractors, including procurement of material and leases of equipment. The MPO will not participate either directly or indirectly in discrimination prohibited by 49 CFR 21.5, including employment practices when the contract covers a program set forth in 49 CFR part 21, Appendix A.

(3) Solicitations for subcontractors, including procurement of materials and equipment. In all solicitations made by competitive bidding or negotiation by the MPO for work to be

performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by the MPO of the MPO's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, disability, religion, sex, national origin, or familial status.

(4) Information and Reports. The MPO shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the FHWA, or the FTA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the MPO is in the exclusive possession of another who fails or refuses to furnish this information, the MPO shall so certify to the Department, the FHWA, and the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Non-Compliance. In the event of the MPO's non-compliance with the non-discrimination provisions of this Agreement, the Department shall impose such sanctions as it, the FHWA, or the FTA determine to be appropriate, including, but not limited to: withholding of payments to the MPO under this Agreement until the MPO complies, and/or cancellation, termination, or suspension of this Agreement, in whole or in part.

(d) Incorporation of Provisions. The MPO will include the provisions of Paragraphs (1) through (5) above in every contract, including procurement of materials and leases of equipment, unless exempt by the regulations, order, or instruction issued pursuant thereto. The MPO will take such action with respect to any subcontract or procurement as the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that, in the event the MPO becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the MPO may request the State to enter into such litigation to protect the interests of the State, and in addition, may request the United States to enter into such litigation to protect the interests of the United States.

(e) Participation by Disadvantaged Business Enterprises (DBE): The MPO shall agree to abide by the statements in Paragraph (1) and (2) which follow. These statements shall be included in all subsequent agreements between the MPO and any sub-consultant or contractor.

(1) As required by 49 CFR 26.13, the MPO shall not discriminate on the basis of race, color, national origin, religion, gender, age or disability in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The MPO shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The MPO's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in the Planning Funds agreement between the MPO and the Department.

(2) Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the MPO of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

(f) Record-keeping and document retention. The Department and the MPO shall prepare

and retain all records in accordance with the federal and state requirements, including but not limited to 23 CFR Part 420, 49 CFR Part 18, 49 CFR 18.42, and Chapter 119, Florida Statutes.

(g) Prohibited Interests. Neither the MPO nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the Project or any property included or planned to be included in the Project, in which a member, officer, or employee of the MPO either during his tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquired or had acquired prior to the beginning of his or her tenure any such interest, and if such interest is immediately disclosed to the MPO and such disclosure is entered in the minutes of the MPO, the MPO may waive the prohibition contained in this paragraph, provided, that any such present member, officer, or employee shall not participate in any action by the MPO or the locality relating to such contract, subcontract, or arrangement.

The MPO shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

No member, officer, or employee of the MPO either during his or her tenure or for one year thereafter shall have any interests, direct or indirect, in this contract or the proceeds thereof.

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

### **Section 2.13** Procurement.

(a) Procurement, Use, and Disposition of Real Property, Equipment, and Supplies. The procurement, use, and disposition of real property, equipment and supplies shall be consistent with the approved UPWP and in accordance with the requirements of 49 CFR Section 18.3 (definitions of Real Property, Equipment, and Supplies) and 49 CFR Part 18, Subpart C.

(b) Vehicles. PL Funds may not be used to purchase vehicles. When funds are to be used to provide part or all of the cost of the lease of motor vehicles, such expenditures must be consistent with the approved UPWP.

(c) Travel. Subject to the provisions of Section 112.061, Florida Statutes, all travel may be directly approved by the MPO consistent with and in support of identified work tasks contained within the approved UPWP. The Chairperson of the MPO, or the person or office to whom such authority may be delegated in writing by the Chairperson, may approve lawful and justifiable travel requests submitted by the MPO's staff subject to the availability of funds when such travel furthers the interests of the MPO and the purposes of this Agreement. The Chairperson of the MPO, or the person to whom such authority may be delegated in writing by the Chairperson, shall approve requests for reimbursement of travel expenses incurred pursuant to an approved travel request for lawful expenses incurred by the traveler. Reimbursement of lawful travel expenses incurred by members of the MPO shall be from funds made available to the MPO for travel and per diem expenses incurred in the performance of this Agreement and as provided in Sections 112.061 and 339.175, Florida Statutes, subject to the availability of funds.

**Section 2.14** Inventory report. The MPO agrees to inventory, to maintain records of and to ensure the proper use, control, and disposal of all nonexpendable tangible property, equipment, computer

hardware, and furniture, acquired pursuant to funding under this article. This shall be done in accordance with the requirements of 23 CFR Part 420, and 49 CFR Part 18, and all other applicable federal regulations.

### ARTICLE 3 CONFLICT AND DISPUTE RESOLUTION PROCESS

**Section 3.01.** Disputes and conflicts under this Agreement. This article shall apply to conflicts and disputes relating to matters subject to this Agreement, or conflicts arising from the performance of this Agreement.

**Section 3.02.** Initial resolution. The affected parties to this Agreement shall, at a minimum, ensure the attempted early resolution of conflicts relating to such matters. Early resolution shall be handled by direct discussion between the following officials: for the Department - the Intermodal Systems Development Manager; and for the MPO - the Staff Director.

**Section 3.03.** Resolution by senior agency official. If the conflict remains unresolved, the conflict shall be resolved by the following officials: for the Department - the District Secretary; and for the MPO - the Chairperson of the MPO.

**Section 3.04.** Alternative Regional Planning Council dispute resolution. If resolution is not possible, the parties may undertake dispute resolution pursuant to the Southwest Florida Regional Planning Council procedure set forth in Rule 29I-7, Florida Administrative Code. All parties to the dispute must agree to undertake this procedure before it may be invoked.

**Section 3.05.** Resolution of Conflict by the Office of the Governor. If the conflict is not resolved through conflict resolution pursuant to Sections 3.02, 3.03, or 3.04 of this article the parties shall petition the Executive Office of the Governor for resolution of the conflict pursuant to its procedures. Resolution of the conflict by the Executive Office of the Governor shall be binding on all parties.

### ARTICLE 4 MISCELLANEOUS PROVISIONS

**Section 4.01.** Constitutional or statutory duties and responsibilities of parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in which case the performance may be offered in satisfaction of the obligation or responsibility.

**Section 4.02.** Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties hereto with the same formalities as the original Agreement.

**Section 4.03.** Duration; Termination procedure.

(a) Duration. This Agreement shall have a term of five years. At least 90 days prior to expiration of the term, the parties shall review and update the Agreement as needed and re-adopt every five years.

(b) Termination procedure. Either party to this Agreement may terminate said Agreement by

presenting in writing a notice of intent to terminate to the other party to this Agreement at least 90 days prior to the intended date of termination; provided, that financial commitments made prior to termination are effective and binding for their full term and amount regardless of termination.

**Section 4.04. Notices.** 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 addressed as follows:

District Secretary  
Florida Department of Transportation, District One  
801 North Broadway Avenue  
Bartow, Florida 33831

Chairperson  
Lee Metropolitan Planning Organization  
815 Nicholas Parkway  
Cape Coral, Florida 33991

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.

**Section 4.05. Interpretation.**

(a) Drafters of Agreement. All parties hereto were each represented by, or afforded the opportunity for representation by legal counsel, and participated in the drafting of this Agreement and in the choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.

(b) Severability. Invalidation of any one of the provisions of this Agreement or any part, clause, or word hereof, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.

(c) Rules of construction. In interpreting this Agreement, the following rules of construction shall apply, unless the context indicates otherwise:

- (1) The singular of any word or term includes the plural;
- (2) The masculine gender includes the feminine gender; and
- (3) The word "shall" is mandatory, and "may" is permissive.

**Section 4.06. Enforcement by parties hereto.** In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, such party shall bear its own attorney's fees in connection with such proceeding.

**Section 4.07. Agreement execution; Use of counterpart signature pages.** This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and



the same instrument.

**Section 4.08. Effective date.** This Agreement shall become effective upon its execution by all parties hereto.

**Section 4.09. Pursuant to Federal, State and Local Law.** In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is required under applicable law to enable the parties to enter into this Agreement or to undertake the provisions set forth hereunder, or to observe, assume, or carry out any of the provisions of this Agreement, said parties will initiate and consummate, as provided by law, all actions necessary with respect to any such matters for required.

**Section 4.10. Parties not Obligated to Third Parties.** No party hereto shall be obligated or liable hereunder to any party not a signatory to this Agreement. There are no express or intended third party beneficiaries to this Agreement.

**Section 4.11. When Rights and Remedies Are Not Waived.** In no event shall the making by the Department of any payment to the MPO constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the MPO, and the making of any such payment by the Department while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Department in respect of such breach or default.

**Section 4.12. Bonus or Commission.** By execution of the Agreement, the MPO represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining approval of its application for the financial assistance hereunder.

**Section 4.13. State or Territorial Law.** Unless required by federal law, nothing in this Agreement shall require the MPO, or any other party hereto, to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law; provided, that if any of the provisions of this Agreement violate any applicable State law, the parties will at once notify the FHWA and or FTA in writing in order that appropriate changes and modifications may be made by the FHWA and or FTA. To that end the MPO or any other party hereto may proceed as soon as possible with its responsibilities hereunder.

**Section 4.14. Lobbying.** Restrictions on using federal funds for lobbying are governed by the Office of Management and Budget (OMB) Circular A-87, Attachment B, Paragraph 27 (Lobbying).

**Section 4.15. Vendors Rights.** Vendors (in this document identified as MPO) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not made to the MPO within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty, as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount to the MPO. Interest penalties of less than 1 dollar will not be enforced unless the MPO requests payment. Invoices which have to be returned to an MPO because of vendor preparation errors will result in a delay of the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman has

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

**Section 4.16. Public Entity Crime.** Pursuant to Section 287.133(3)(a), Florida Statutes, the following is applicable to contracts the MPO enters into in connection with this Agreement. Section 287.133(2)(a), Florida Statutes, states:

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 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 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**Section 4.17 Discriminatory Vendor List.** An entity or affiliate that has been placed on the discriminatory vendor list 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.

**Section 4.18. Previous agreement superseded.** Upon execution by both parties, this Agreement shall supersede the Urban Transportation Planning Agreement between the MPO and the Department dated July 9, 2003.

IN WITNESS WHEREOF, the undersigned parties have executed this Joint Participation Agreement on behalf of the referenced legal entities.

Signed, Sealed and Delivered in the presence of:

MPO

Florida Department of Transportation

Lee Metropolitan Planning Organization

MPO Name

Bob Raymond

Signatory (Printed or Typed)

Bob Raymond

Signature

Jon Sands

Department of Transportation

Jon Sands

Signature

MPO Chairman

Title

DONALD L. SCOTT

Witness

Paul J. Lett

Signature

Interim Director of Transportation Development

Title

Geraldine McCants

Witness

Geraldine McCants

Signature

Abby T. Piers

Legal Review

Department of Transportation

## EXHIBIT 1

Federal Agency: **Federal Highway Administration, Department of Transportation**

Catalog of Federal Domestic Assistance #: **20.205 Highway Planning and Construction**

Amount: **\$701,156**

Authorization: Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Public Law 109-59, 23 U.S.C 101 et seq., as amended.

### Compliance Requirements:

1. 23 USC 104 (f) sets aside metropolitan planning funds (PL funds) for metropolitan planning organizations (MPOs) to carry out the transportation planning provisions of 23 USC 134.
2. 23 USC 134 requires in general that an MPO plan for the transportation needs of its area in a manner that is continuing, cooperative, and comprehensive. In particular, it requires the MPO to develop specific plans and programs such as a long range transportation plan, a transportation improvement program, and a unified planning work program.
3. In addition to the broad provisions of 23 USC 104 and 134, eligible uses of PL funds are governed by OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments).
4. Federal funds can be used ~~only to reimburse~~ costs that are (a) incurred subsequent to the date of authorization to proceed, ~~except for~~ certain property acquisition costs permitted under 23 USC 108; (b) in accordance with the conditions contained in the project agreement and the plans, specifications, and estimates (PS&E); (c) allocable to a specific project; and (d) claimed for reimbursement subsequent to the date of the project agreement (23 CFR sections 1.9, 630.106, and 630.205).
5. Costs incurred by the MPO ~~for~~ planning and research work are subject to prior approval from FHWA.
6. The Department provides the local match ~~of~~ PL funds through toll credit revenues.

## **APPROVAL OF THE FIRST AMENDMENT TO THE CAPE CORAL BICYCLE PEDESTRIAN STUDY JOINT PARTICIPATION AGREEMENT**

**RECOMMENDED ACTION:** Approval of first amendment to the Cape Coral Bicycle Pedestrian Study Joint Participation Agreement to end the agreement on June 30, 2016 which will then be finished under the new MPO Planning Funds Agreement (included under agenda item 4A).

The current Planning projects that are funded with SU funds are being terminated at the end of the fiscal year (June 30, 2016) and will then be completed as part of the new MPO Planning Funds Agreement included in agenda item 4A. The Cape Coral Bicycle Pedestrian Study, that is currently underway, will expend the \$105,000 listed under this amendment (**attached**) to the existing agreement expiring on June 30, 2016. The remaining funds for this project (\$45,000) will be expended as part of the MPO Planning Funds Agreement starting on July 1, 2016. The TAC and CAC approved the June 30, 2016 termination of this agreement, at their March meetings, as part of the UPWP amendment covering the de-obligation of the funding that will be used to complete this project.



**FIRST AMENDMENT TO  
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

When signed by the LEE COUNTY MPO the State of Florida, Department of Transportation in the places provided below, the following shall constitute the First Amendment (the "Amendment") to the *STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION JOINT PARTICIPATION AGREEMENT* (hereinafter, "AGREEMENT") between LEE COUNTY MPO and the State of Florida, Department of Transportation dated June 23, 2015, as in force immediately prior to the execution of this First Amendment:

"Section 1. TERM" Paragraph "A." The second sentence is deleted and replaced with the following sentence:

The MPO agrees to complete the Project by June 30, 2016, in accordance with the schedule described and contained in Exhibit "C" attached hereto.

"Exhibit "C" ESTIMATED PROJECT PRODUCTION SCHEDULE" The second bullet is deleted and replaced with the following:

- Services scheduled to be completed by June 30, 2016

"Section 3. COMPENSATION AND REIMBURSEMENT" Paragraphs "A and B." are deleted in entirety and in their place are substituted the following:

A. Project Cost: The total estimated cost of the project is \$105,000.00 (One hundred five thousand dollars). This amount is based on the Schedule of Funding, Exhibit "B" attached hereto.

B. DEPARTMENT Participation: The DEPARTMENT agrees to reimburse the MPO in the amount not to exceed \$105,000.00 (One hundred five thousand dollars) for the Cape Coral Bike Route Study. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. The MPO agrees to bear all expense in excess of the DEPARTMENT's participation. Travel cost will not be reimbursed.

"EXHIBIT B" ESTIMATED SCHEDULE OF FUNDING" language is deleted and replaced in its entirety with the following:

By and through this Joint Participation Agreement with the Lee County Metropolitan Planning Organization, the DEPARTMENT agrees to reimburse the Lee County MPO up to, but not to exceed \$105,000.00 (One hundred five thousand dollars) programmed in Fiscal Year 2014/2015 for actual cost incurred on this Project, excluding Lee County MPO overhead.

This 1st Amendment shall become effective on:

Department to enter date.

ACKNOWLEDGED AND AGREED TO:

LEE COUNTY METROPOLITAN PLANNING ORGANIZATION, FLORIDA

ATTEST

CLERK

(Seal)

MPO CHAIRMAN or DESIGNEE

Commissioner Brian Hamman

DATE

PRINT NAME

DATE

Lee County MPO LEGAL REVIEW:

BY:

DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST

EXECUTIVE SECRETARY

(SEAL)

BY:

DISTRICT SECRETARY OR DESIGNEE  
DISTRICT ONE

PRINT NAME

DATE

PRINT NAME

DATE

FDOT LEGAL REVIEW:

BY:

DATE

*Handwritten signature and date: 4/25/16*



## RESOLUTION 16-06

**A RESOLUTION OF THE LEE COUNTY METROPOLITAN  
PLANNING ORGANIZATION AUTHORIZING THE EXECUTION OF THE FIRST  
AMENDMENT TO THE CAPE CORAL BICYCLE PEDESTRIAN STUDY JOINT  
PARTICIPATION AGREEMENT (JPA) WITH THE FLORIDA DEPARTMENT OF  
TRANSPORTATION (FDOT)**

*Whereas*, the Lee County Metropolitan Planning Organization has previously entered into a JPA with the Florida Department of Transportation to undertake the Cape Coral Bicycle Pedestrian Study;

*Whereas*, the FDOT has requested that the MPO execute the amendment to the agreement consistent with changes to the MPO Planning Funds Agreement;

*NOW THEREFORE, BE IT RESOLVED by the Lee County Metropolitan Planning Organization, Florida:*

1. That the Amendment One to the JPA for 435012-1-18-01 is approved.
2. That Commissioner Brian Hamman, MPO Chair is authorized to execute the amendment to the JPA.

DULY PASSED AND ADOPTED this 20<sup>th</sup> day of May 2016.

LEE COUNTY METROPOLITAN PLANNING ORGANIZATION

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Commissioner Brian Hamman, Lee County MPO Chair

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Derek Rooney, MPO Attorney

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Donald Scott, Lee County MPO Executive Director

ATTEST:

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## **APPROVAL OF THE FIRST AMENDMENT TO THE ROUND-A-BOUT FEASIBILITY STUDY JOINT PARTICIPATION AGREEMENT**

**RECOMMENDED ACTION:** Approval of first amendment to the Round-a-bout Feasibility Study Joint Participation Agreement to end the agreement on June 30, 2016 which will then be finished under the new MPO Planning Funds Agreement (included under agenda item 4A).

The current Planning projects that are funded with SU funds are being terminated at the end of the fiscal year (June 30, 2016) and will then be completed as part of the new MPO Planning Funds Agreement included in agenda item 4A. The Round-a-bout Study, that is currently underway, will expend the \$340,000 listed under this amendment (**attached**) to the existing agreement expiring on June 30, 2016. The remaining funds for this project (\$60,000) will be expended as part of the MPO Planning Funds Agreement starting on July 1, 2016. The TAC and CAC approved the June 30, 2016 termination of this agreement, at their March meetings, as part of the UPWP amendment covering the de-obligation of the funding that will be used to complete this project.



**FIRST AMENDMENT TO  
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

CHAIRMAN

LEE COUNTY METROPOLITAN PLANNING ORGANIZATION (MPO)

LEE COUNTY, FLORIDA

When signed by the LEE COUNTY MPO the State of Florida, Department of Transportation in the places provided below, the following shall constitute the First Amendment (the "Amendment") to the *STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION JOINT PARTICIPATION AGREEMENT* (hereinafter, "AGREEMENT") between LEE COUNTY MPO and the State of Florida, Department of Transportation dated March 2, 2015, as in force immediately prior to the execution of this First Amendment:

"Section 3. COMPENSATION AND REIMBURSEMENT" Paragraphs "A and B." are deleted in their entirety and in their place are substituted the following:

- A. Project Cost: The total estimated cost of the project is \$340,000.00 (Three hundred forty thousand dollars). This amount is based on the Schedule of Funding, Exhibit "B" attached hereto.
- B. DEPARTMENT Participation: The DEPARTMENT agrees to reimburse the MPO in the amount not to exceed \$340,000.00 (Three hundred forty thousand dollars) for the Lee County Roundabout Study. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. The MPO agrees to bear all expense in excess of the DEPARTMENT's participation. Travel cost will not be reimbursed.

"EXHIBIT B" ESTIMATED SCHEDULE OF FUNDING" language is deleted and replaced in its entirety with the following:

By and through this Joint Participation Agreement with the Lee County Metropolitan Planning Organization, the DEPARTMENT agrees to reimburse the Lee County MPO up to, but not to exceed \$340,000.00 (Three hundred forty thousand dollars) programmed in Fiscal Year 2014/2015 for actual cost incurred on this Project, excluding Lee County MPO overhead.

This 1st Amendment shall become effective on:

\_\_\_\_\_  
Department to enter date.

ACKNOWLEDGED AND AGREED TO:

**LEE COUNTY METROPOLITAN PLANNING ORGANIZATION, FLORIDA**

ATTEST

\_\_\_\_\_  
CLERK

(Seal)

\_\_\_\_\_  
MPO CHAIRMAN or DESIGNEE

Commissioner Brian Hamman

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

Lee County MPO LEGAL REVIEW:

BY:

\_\_\_\_\_  
DATE

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

ATTEST

\_\_\_\_\_  
EXECUTIVE SECRETARY

(SEAL)

BY:

\_\_\_\_\_  
DISTRICT SECRETARY OR DESIGNEE  
DISTRICT ONE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

FDOT LEGAL REVIEW:

BY:

\_\_\_\_\_  
DATE

21  
9/25/16

## RESOLUTION 16-07

**A RESOLUTION OF THE LEE COUNTY METROPOLITAN  
PLANNING ORGANIZATION AUTHORIZING THE EXECUTION OF THE FIRST  
AMENDMENT TO THE ROUND-A-BOUT FEASIBILITY STUDY JOINT  
PARTICIPATION AGREEMENT (JPA) WITH THE FLORIDA DEPARTMENT OF  
TRANSPORTATION (FDOT)**

*Whereas*, the Lee County Metropolitan Planning Organization has previously entered into a JPA with the Florida Department of Transportation to undertake the Round-a-bout Feasibility Study;

*Whereas*, the FDOT has requested that the MPO execute the amendment to the agreement consistent with changes to the MPO Planning Funds Agreement;

*NOW THEREFORE, BE IT RESOLVED by the Lee County Metropolitan Planning Organization, Florida:*

1. That the Amendment One to the JPA for 434991-1-18-01 is approved.
2. That Commissioner Brian Hamman, MPO Chair is authorized to execute the amendment to the JPA.

DULY PASSED AND ADOPTED this 20<sup>th</sup> day of May 2016.

LEE COUNTY METROPOLITAN PLANNING ORGANIZATION

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Commissioner Brian Hamman, Lee County MPO Chair

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Derek Rooney, MPO Attorney

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Donald Scott, Lee County MPO Executive Director

ATTEST:

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## **APPROVAL OF THE PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT**

**RECOMMENDED ACTION:** Adopt Resolution 16-08 authorizing the Chair to execute the multi-year Joint Participation Agreement with FDOT (**attached**) covering the conditions for receiving Federal Transit Administration (FTA) Section 5305 funds for transit planning and the provision of state matching funds.

The Federal Transit Administration (FTA) Section 5305 planning grant is awarded to the MPO each year to support the transit planning activities described in the MPO's Unified Planning Work Program. Funding is provided from federal (80%) and state (10%) sources, with a required local match of 10%. This new agreement is intended to cover a three year period, expiring December 31, 2018. The TAC and CAC, at their respective April meetings, unanimously approved this agreement.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**JOINT PARTICIPATION AGREEMENT**

725-030-06  
 PUBLIC TRANSPORTATION  
 OGC - 07/15  
 Page 1 of 13

Financial Project Number(s): (item-segment-phase-sequence) 410115-1-14	Fund: <u>010</u> Function: <u>215</u> Federal Number: <u>49 U.S.C. 5305d</u> DUNS Number: <u>80-939-7102</u> Agency DUNS Number: <u>078286488</u>	FLAIR Category.: <u>088774</u> Object Code: <u>780000</u> Org. Code: <u>55012020129</u> Vendor No.: <u>F800756648001</u> CSFA Number: <u>20.505</u> CSFA Title: <u>Metropolitan Planning Program</u>
Contract Number: <u>G0A11</u> CFDA Number: <u>N/A</u> CFDA Title: <u>N/A</u>		

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and Lee County Metropolitan Planning Organization  
P.O. Box 150045, Cape Coral, Florida 33915  
 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before December 31, 2018 and this Agreement will expire unless a time extension is provided in accordance with Section 16.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 341.051(1)(a),  
 \_\_\_\_\_,  
 Florida Statutes, to enter into this Agreement.

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

**1.00 Purpose of Agreement:** The purpose of this Agreement is

to provide for the Department's participation, using Federal Transit Administration (FTA) Section 5305(d), "Metropolitan Planning Program" and State cash match financial assistance, in the Agency's eligible expenses associated with the Agency completing FTA Section 5305(d)-funded planning tasks included in the Fiscal Year (FY) 2015/16 Unified Planning Work Program (UPWP) as approved and as may be amended, as may be succeeded by approved and amended annual or biennial UPWPs for Fiscal Years 2016/17 and 2017/18, and as identified in the Agency's annual approved FTA grant application(s) and UPWPs on file with the Department

and as further described in Exhibit(s) A,B,C,D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

## 2.00 Accomplishment of the Project:

**2.10 General Requirements:** The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

**2.20 Pursuant to Federal, State, and Local Law:** In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.30 Funds of the Agency:** The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

**2.40 Submission of Proceedings, Contracts and Other Documents:** The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

**3.00 Project Cost:** The total estimated cost of the project is \$ 266,943. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

**4.00 Department Participation:** The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 240,249 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

**4.10 Project Cost Eligibility :** Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- (c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

**4.20 Front End Funding :** Front end funding  is  is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

## 5.00 Project Budget and Payment Provisions:

**5.10 The Project Budget:** A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

**5.20 Payment Provisions:** Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Participant is unsatisfactory, the Department shall notify the Participant of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Participant shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Participant 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 Participant shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Participant resolves the deficiency. If the deficiency is subsequently resolved, the Participant may bill the Department for the retained amount during the next billing period. If the Participant is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

#### **6.00 Accounting Records:**

**6.10 Establishment and Maintenance of Accounting Records:** The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Records of costs incurred under terms of this Agreement shall be maintained in the project account 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 Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**6.20 Costs Incurred for the Project:** The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

**6.30 Documentation of Project Costs:** All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

**6.40 Checks, Orders, and Vouchers:** Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

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

### Part I Federally Funded:

1. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

2. The Agency, a non-Federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

- a. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit A,B,C,D** \_\_\_\_\_ to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
- b. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.

- c. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
- d. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- e. Upon receipt, and within six months, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance.
- f. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- g. The Department's contact information for requirements under this part is as follows:

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

**Part II State Funded:**

1. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or State of Florida Auditor General.

2. The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

- a. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit A,B,C,D** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- b. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- c. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- d. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

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



- e. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- f. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- g. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- h. As a condition of receiving state financial assistance, the Agency shall permit the Department, or its designee, DFS or the Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

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

**6.60 Insurance:** Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

#### **7.00 Requisitions and Payments:**

**7.10 Action by the Agency:** In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District One \_\_\_\_\_ Public Transportation Office 801 North Broadway Avenue, Bartow, Florida \_\_\_\_\_, FL, 33830 \_\_\_\_\_ its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

**7.11** The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

**7.12** Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

**7.13** Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

**7.14** Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department's **Travel Form No. 300-000-06**. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

**7.15** For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.

- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

**7.20 The Department's Obligations:** Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

**7.21 Misrepresentation:** The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

**7.22 Litigation:** There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

**7.23 Approval by Department:** The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

**7.24 Conflict of Interests:** There has been any violation of the conflict of interest provisions contained herein;

**7.25 Default:** The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or

**7.26 Federal Participation (If Applicable):** Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

**7.30 Disallowed Costs:** In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the project, costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department, and costs invoiced prior to receipt of annual notification of fund availability.

**7.40 Payment Offset:** If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

#### **8.00 Termination or Suspension of Project:**

**8.10 Termination or Suspension Generally:** If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 7.21 to 7.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

**8.11 Action Subsequent to Notice of Termination or Suspension.** Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

**8.12** The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

**9.00 Audit and Inspection:** The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

**10.00 Contracts of the Agency:**

**10.10 Third Party Agreements:** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

**10.20 Procurement of Personal Property and Services:**

**10.21 Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, F.S., the Consultants' Competitive Negotiation Act.

**10.22 Procurement of Commodities or Contractual Services:** It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.23.

**10.30 Disadvantaged Business Enterprise (DBE) Policy:**

**10.31 DBE Policy:** The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

**10.40** The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

## **11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**11.10 Equal Employment Opportunity:** In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**11.20 Title VI - Civil Rights Act of 1964:** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

**11.30 Title VIII - Civil Rights Act of 1968:** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

**11.40 Americans with Disabilities Act of 1990 (ADA):** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

**11.50 Prohibited Interests:** The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency. The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

**11.60 Interest of Members of, or Delegates to, Congress:** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

## **12.00 Miscellaneous Provisions:**

**12.10 Environmental Regulations:** Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

**12.20 Department Not Obligated to Third Parties:** The Department shall not be obligated or liable hereunder to any party other than the Agency.

**12.30 When Rights and Remedies Not Waived:** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

**12.40 How Agreement Is Affected by Provisions Being Held Invalid:** 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.

**12.50 Bonus or Commission:** By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**12.60 State or Territorial Law:** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

**12.70 Use and Maintenance of Project Facilities and Equipment:** The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

**12.71 Property Records:** The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

**12.80 Disposal of Project Facilities or Equipment:** If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

**12.90 Contractual Indemnity:** To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

**13.00 Plans and Specifications:** In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

- a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
- c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

**14.00 Project Completion, Agency Certification:** The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

**15.00 Appropriation of Funds:**

**15.10** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

**15.20 Multi-Year Commitment:** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

**16.00 Expiration of Agreement:** The Agency agrees to complete the project on or before December 31, 2018 . If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the District Secretary or His/Her Designee . Expiration of this Agreement will be considered termination of the project and the procedure established in Section 8.00 of this Agreement shall be initiated.

**16.10 Final Invoice:** The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

**17.00 Agreement Format:** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**18.00 Execution of Agreement:** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**19.00 Restrictions on Lobbying:**

**19.10 Federal:** The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

**19.20 State:** No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

**20.00 Vendors Rights:** Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

**21.00 Public Entity Crime:** 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 s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**22.00 Discrimination:** An entity or affiliate who has been placed on the discriminatory vendor list 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.

**23.00 E-Verify:**

Vendors/Contractors:

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

**24.00 Inspector General Cooperation:**

The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

FDOT

Lee County Metropolitan Planning Organization

AGENCY NAME

DEPARTMENT OF TRANSPORTATION

Commissioner Brian Hamman

SIGNATORY (PRINTED OR TYPED)

Chris Smith

TITLE Director of Transportation Development

SIGNATURE

LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION

MPO Chair

See attached Encumbrance Form for date of Funding  
Approval by Comptroller

TITLE

**EXHIBIT "A"**  
**PROJECT DESCRIPTION AND RESPONSIBILITIES**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Lee County Metropolitan Planning Organization, P.O. Box 150045, Cape Coral, Florida 33915, dated \_\_\_\_\_ referenced by the above Financial Project Number.

PROJECT LOCATION: Lee County, Florida

PROJECT DESCRIPTION: As outlined in 49 USC 5305 - Planning Programs, FTA 5305(d) funds will be used by Lee County Metropolitan Planning Organization to:

- Develop transportation plans and programs.
- Plan, engineer, design, and evaluate a public transportation project.
- Conduct technical studies relating to public transportation.
- Complete the MPO's intended Task Work Orders as submitted in the MPO's 15/16 fiscal year FS-424 Application for Federal Assistance Application (subject to change based on the MPO's advancement of projects & as per the agency's future fiscal year FS-424- Application for Federal Assistance Application submitted to the Department).

Eligible activities include:

- Studies related to management, planning, operations, capital requirements, and economic feasibility.
- Evaluating previously financed projects.
- Peer review and exchanges of technical data, information, assistance, and related activities in support of planning and environmental analyses among MPO and other transportation planners.
- Other similar and related activities preliminary to and in preparation for construction, acquiring, or improving the operation of facilities and equipment.

SPECIAL CONSIDERATIONS BY AGENCY: The audit report(s) required in paragraph 6.50 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

The Agency shall prepare a semi-annual DBE report detailing DBE participation and submit to the Department for review.

SPECIAL CONSIDERATIONS BY DEPARTMENT: When necessary, the Agency may provide written requests for minor changes or amendments to the services provided by this Agreement. The Department will provide written responses to all such requests. A minor change or amendment is defined as a non-material change to the Agreement. As a rule, it will be limited to operational items not having an impact on the scope or budget of the Agreement.

If applicable, the eligible project period identified herein, may be extended by letter from the Department upon a written request from the Agency.



The Department recognizes the necessity of, and allows, the Agency to provide public transportation services under this Agreement beyond its geographic boundaries for achievement of effective and efficient public transit services, and for public necessity and convenience.

**DELIVERABLES:**

Deliverables shall include, but not limited to, the development/update of:

- Long Range Transportation Plan
- Transportation Improvement Program
- Unified Planning Work Program
- Congestion Management Process

**EXHIBIT "B"**  
**PROJECT BUDGET**  
**(For Transit Multi-Year Projects)**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Lee County Metropolitan Planning Organization, P.O. Box 150045, Cape Coral, Florida 33915, dated \_\_\_\_\_ referenced by the above Financial Project Number.

Project Estimated and Programmed Budget:

The Department has programmed the funding amounts shown below in the most currently adopted Work Program. The funding for subsequent years is based upon federal and/or state appropriation levels and on the distribution formula as outlined in Exhibit "C". This funding will be made available, annually, in the following manner: After the Agency has met all program requirements, the Department will encumber funds for that fiscal year and will advise the agency in writing of the amount of funding available and the beginning date when the Agency may incur eligible project cost. This notification must be signed by the agency and returned to the Department. Availability of any funds is subject to legislative approval.

		<b>FY 15/16</b>
Local Funding	10%	\$26,694.00
State Funding	10%	\$26,694.00
Federal Funding	80%	<u>\$213,555.00</u>
	Total	\$266,943.00

It is the intent of the Department to participate in the project to the level of Department funding encumbered and consistent with Section 341.051(1)(a), F.S.

**EXHIBIT "C"**  
**(Section 5305(d))**  
**(For Transit Multi-Year projects)**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Lee County Metropolitan Planning Organization, P.O. Box 150045, Cape Coral, Florida 33915 dated \_\_\_\_\_ referenced by the above Financial Project Numbers.

**REF: Section 314.051(1)(a) F.S.**

This Agreement is in conformance with Section 5303 of the Federal Transit Act (49 U.S.C. 5303) and chapter 341 Florida Statutes.

The Metropolitan Planning Organization (MPO) shall ensure adherence to the various Federal requirements documented in FTA (formerly UMTA) Circular 8100.1a, including Title VI of the Civil Rights Act of 1964, Disadvantaged Business Enterprise requirements, and the Americans with Disabilities Act of 1990, and all other federally required certifications and assurances made in its application to the Department for Section 5303 funds.

The MPO shall adhere to all applicable planning requirements established and set forth by the U.S. Department of Transportation, including development and timely submission of its Transportation Improvement Program (TIP) and annual/biennial element and Unified Planning Work Program (UPWP).

The MPO shall comply with any special conditions imposed by the Federal Transit Administration (FTA) as a condition of grant approval. Costs incurred prior to execution of this agreement can not be charged to the grant. Costs incurred by the MPO to prepare and file an application are not eligible project costs.

**Requests for Reimbursement (Invoice Submittals) in accordance with Section 215.422 Florida Statutes and the requirement of Paragraph 20.00 of this Agreement:**

1. Required Submittal Format

The Agency shall submit invoices on forms provided by the Department and prepared in accordance with instructions given by the Department. Back-up documentation will include the appropriate items necessary to verify costs incurred and the eligibility of said costs.

2. Approval of Submittal

Goods or services received under this agreement shall be approved/disapproved by the Department no later than five (5) working days after receipt, by the District Public Transportation Office, of a properly prepared and submitted invoice. Should the invoice be incomplete or incorrect, the Department shall inform the Agency within five (5) working days of receipt and return the invoice for corrections.

**Third Party Contracts**

The Department must approve third party contracts pursuant to Paragraph 10.10 except that, when checked below, written approval is hereby granted for:

- 1. Execution of contracts for materials and/or vehicles from a valid state or inter-governmental contract.
- 2. Other contracts less than \$25,000 excluding consultant services or construction contracts. The Department shall require all consultant and construction contracts and amendments thereto to receive concurrence prior to award.
- 3. Recurring, renewable, or on-going operational contracts that have less than a twenty-five percent (25%) change in total dollar amounts from one year to the next.
- 4. Purchase of service contracts where the Agency will provide transportation service for a fee.

**Required Submittals**

SUBMITTAL/CERTIFICATION

RESPONSIBILITY

<input checked="" type="checkbox"/> Procurement Requests	Agency
<input checked="" type="checkbox"/> Safety Compliance	Agency
<input checked="" type="checkbox"/> Specifications	Agency
<input checked="" type="checkbox"/> Invoices	Agency
<input checked="" type="checkbox"/> Audit Reports	Agency Annually During Life of Project
<input checked="" type="checkbox"/> Project Progress Reports (In Department approved format)	Agency Annually During Life of Project

**EXHIBIT D**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Lee County Metropolitan Planning Organization, P.O. Box 150045, Cape Coral, Florida 33915 dated \_\_\_\_\_ referenced by the above Financial Project Numbers.

**FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)**

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

**CFDA No.:** 20.505  
**CFDA Title:** METROPOLITAN TRANSPORTATION PLANNING AND STATE AND  
NON-METROPOLITAN PLANNING AND RESEARCH  
**\*Award Amount:** \$213,555.00  
**Awarding Agency:** Florida Department of Transportation  
**Indirect Cost Rate:** N/A  
**\*\*Award is for R&D:** N/A

\*The federal award amount may change with supplemental agreements

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

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

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

[www.ecfr.gov](http://www.ecfr.gov)

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*

[www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars)

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

OMB Circular A-87, *Cost Principles for State, Local and Indian Tribal Governments*

[www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars)

OMB Circular A-122, *Cost Principles for Non-Profit Organizations*

[www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars)

49 USC 5303: Metropolitan Transportation Planning

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

Lee County Metropolitan Planning Organization  
Financial Project Number: 410115-1-14  
Contract Number: G0A11  
Federal Transit Administration (FTA) Section 5305 (d) Program

FTA Circular 8100.1C: Program Guidance for Metropolitan Planning and State Planning and Research Program Grants

[www.fta.dot.gov/legislation\\_law/12349.html](http://www.fta.dot.gov/legislation_law/12349.html)

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

[www.fsr.gov](http://www.fsr.gov)

**RESOLUTION 16-08**

**A RESOLUTION OF THE LEE COUNTY METROPOLITAN  
PLANNING ORGANIZATION AUTHORIZING THE EXECUTION OF THE JOINT  
PARTICIPATION AGREEMENT (JPA) WITH THE FLORIDA DEPARTMENT OF  
TRANSPORTATION (FDOT) FOR TRANSIT PROJECTS**

*Whereas*, the Lee County Metropolitan Planning Organization has the authority to enter into a JPA with the Florida Department of Transportation to undertake a project as authorized by Chapter 341, Florida Statutes, and/or the Federal Transit Administration Act of 1964, as amended:

*NOW THEREFORE, BE IT RESOLVED by the Lee County Metropolitan Planning Organization, Florida:*

1. That the JPA for 410115-1-14 is approved.
2. That Commissioner Brian Hamman, MPO Chair is authorized to enter into, modify or terminate the JPA with the Florida Department of Transportation, unless specifically rescinded.

DULY PASSED AND ADOPTED this 20<sup>th</sup> day of May 2016.

LEE COUNTY METROPOLITAN PLANNING ORGANIZATION

\_\_\_\_\_  
Commissioner Brian Hamman, Lee County MPO Chair

\_\_\_\_\_  
Derek Rooney, MPO Attorney

\_\_\_\_\_  
Donald Scott, Lee County MPO Executive Director

ATTEST:

\_\_\_\_\_





## **APPROVAL OF THE FY 2016/17 TRANSPORTATION DISADVANTAGED PLANNING GRANT FUNDS**

**RECOMMENDED ACTION:** Approval of the FY 2016/2017 Transportation Disadvantaged Planning Funds for Lee County and approve resolution 16-09 (**attached**) authorizing the Chair to execute the Agreement.

Rule 41-2.014(2), *Florida Administrative Code*, describes planning related grant funds as those that may be used by the Designated Official Planning Agency which, for Lee County, is the Lee County Metropolitan Planning Organization. These funds are used to undertake our responsibilities under Chapter 427, *Florida Statutes*. This includes staff support to the Local Coordinating Board to implement planning services for the non-sponsored transportation disadvantaged in its service area. The money comes from the Transportation Disadvantaged Trust Fund, which was set up to provide a dedicated funding source for some of the operational and planning expenses of the Commission for the Transportation Disadvantaged in carrying out its legislative responsibilities.

For the Fiscal Year 2016/2017 planning grant year, which runs from July 1, 2016 to June 30, 2017, the planning grant allocation for Lee County is \$.



## **RESOLUTION 16-09**

**A RESOLUTION OF THE LEE COUNTY METROPOLITAN PLANNING ORGANIZATION BOARD,  
HEREINAFTER BOARD, HEREBY AUTHORIZES THE CHAIRMAN OF THE METROPLITAN PLANNING  
ORGANIZATION TO EXECUTE A TRANSPORTATION DISADVANTAGED TRUST FUND GRANT AGREEMENT  
WITH THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED**

*Whereas*, this BOARD is eligible to receive a Transportation Disadvantaged Trust Fund Grant and to undertake a transportation disadvantaged service project as authorized by Section 427.0159, Florida Statutes, and Rule 41-2, Florida Administrative Code.

***NOW THEREFORE BE IT RESOLVED* by the Board that:**

1. The Board has the authority to enter into this grant agreement.
2. The Board authorized the Chair Brian Hamman to execute the grant agreement on behalf of the Lee County MPO with the Florida Commission for the Transportation Disadvantaged.
3. The Board's Registered Agent is Derek Rooney. The Registered Agent's address is 1404 Dean Street, Suite 300, Fort Myers, Florida .
4. The Board authorized the Chair Brian Hamman to sign any and all agreements or contracts which are required in connection with the grant agreement.
5. The Board authorized Donald Scott to sign any and all assurances, reimbursement, invoices, warranties, certifications and any other documents which may be required in connection with the application or subsequent agreements.

**PASSED AND DULY ADOPTED THIS 20<sup>TH</sup> DAY OF MAY , 2016.**

**LEE COUNTY METROPOLITAN PLANNING ORGANIZATION**

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Commissioner Brian Hamman, MPO Chair

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Donald Scott, Lee MPO Executive Director

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Derek Rooney, Lee County MPO Attorney



## **TRANSPORTATION DISADVANTAGED SERVICE PLAN MINOR UPDATE**

**RECOMMENDED ACTION: Review and approve the Transportation Disadvantaged Service Plan Minor Update.**

The TDSP Major Update was drafted and approved during the summer of 2013. For the Minor update staff, Good Wheels and LeeTran made minor updates to the document, which are listed below. Comments received at the Local Coordinating Board meeting have been addressed in this updated version. At their respective meetings, the TAC, CAC and Local Coordinating Board (LCB) approved the updated Plan unanimously.

### **Updates to the Document:**

#### **TDSP FY15-16 Changes:**

- Date change to cover page
- Pg 17 and 18: Cert pg.
- Pg19: Updated TDSP Roll Call and date
- Pg25-27: Existing conditions/Unemployment/Housing info
- Pg 28: Organizational Structure
- Pg 29 2040 MPO LRTP update
- Pg 34: Population figures and city square miles.
- Pg 35-37: Major employers and types of companies expected to grow in Florida
- Pg 38-39: Table 6 and Table 7 and Table 71 – Trip Purpose and Trip Funding
- Pg 42-43: Taxi services
- Pg 46-47: Needs Assessment
- Pg 56: Coordination Contracts
- Pg58: LeeTran fare rate and ADA trip numbers
- Pg58: Coordination Contract Agencies




**LEE COUNTY LOCAL COORDINATING BOARD MEMBERSHIP CERTIFICATION**

MPO Name: Lee County Metropolitan Planning Organization; 815 Nicholas Parkway East, Cape Coral, Florida 33990

The Lee County Metropolitan Planning Organization named above hereby certifies to the following:

1. The membership of the Lee County Local Coordinating Board, established pursuant to Rule 41-2.012(3), FAC, does in fact represent the appropriate parties as identified in the following list; and
2. The membership represents, to the maximum extent feasible, a cross section of the local community.

Signature:  Date: February 19, 2016  
 Commissioner Brian Hamman, MPO Chair

	The Lee LCB has a Representative of:	Voting Member	Term Expires	Alternate's Name	Term Expires
1	The MPO or DOPA shall appoint one elected official to serve as the official Chairperson for all Coordinating Board meetings.	Rick Williams	December 2016	No alternate by law	
2	A. A local representative of the Florida Department of Transportation (FDOT)	Debra Stephens	Agency	Richard Shine	Agency
3	B. A local representative of the Florida Department of Children and Families (DCF)	Donna Torres	Agency	Nicole Negron	Agency
4	C. A local representative of the Public Education Community which could include, but not be limited to, a representative of the District School Board, School Board Transportation Office, or Headstart Program in areas where the School District is responsible	Roger Lloyd	Agency	Vacant	
5	D. In areas where they exist, a local representative of the Division of Vocational Rehabilitation Services or the Division of Blind Services, representing the Department of Education	Mary Watford	Agency	Flora Gonzalez	Agency
6	E. A person recommended by the local Veterans Service Office, representing Veterans of the county	Vacant		Vacant	
7	F. A person recognized by the Florida Association for Community Action representing the economically disadvantaged	Kim Hustad	Agency	Robin Jewett	Agency
8	G. A person over age 60 representing the Elderly in the county	Linda Carter	July 2016	Vacant	

	The Lee LCB has a Representative of:	Voting Member	Term Expires	Alternate's Name	Term Expires
9	H. A person with a disability representing the disabled in the county	Vacant		Vacant	
10	I-1. [One of Two] Citizen Advocates in the County	Michael Pierce	July 2017	Vacant	
11	I-2. [One of two] Citizen Advocates this one must be a person who uses the transportation service(s) of the system as their primary means of transportation.	David Lane	July 2016	Vacant	
12	J. A local representative for children at risk	Lorena Rodriguez	Agency	Sally Kreascher	Agency
13	K. In areas where they exist, the Chairperson or designee of the local Mass Transit or Public Transit System's Board, except in cases where they are also the Community Transportation Coordinator.	Sieve Myers	Agency	Peter Gajdjis Jill Brown	Agency
14	L. A local representative of the Florida Department of Elder Affairs	Elizabeth Severo	Agency	Chris Gorgon	Agency
15	M. An experienced representative of the local private for profit transportation industry. In areas where such representative is not available, a local private non-profit representative will be appointed, except where said representative is also the Community Transportation Coordinator.	Michael Griffin	December 2017	Anna Callwood	March 2018
16	N. A local representative of the Florida Agency for Health Care Administration	Joe Martinez	Agency	Patricia Brooks	Agency
17	O. A representative of the Regional Workforce Development Board established in Chapter 445, Florida Statutes	Deborah Reardon	Agency	Jim Wall	Agency
18	P. A representative of the local medical community, which may include, but not be limited to, kidney dialysis centers, long term care facilities, hospitals, local health department or other home and community based services, etc.	Heidi Shoriak	Agency	Vacant	Agency

## TDSP ROLL CALL VOTE

REPRESENTATION	MEMBER	YE S	NO	ALTERNATE	YE S	NO	ABSENT
<b>Chairperson</b>	Cncl Williams						
<b>FDOT</b>	Deb Stephens			Richard Shine			
<b>DCF</b>	Donna Stephens			Nicole Negron			
<b>Lee School District</b>	Roger Lloyd			Vacant			
<b>FDOE</b>	Mary Watford			Flora Gonzalez			
<b>Veterans</b>	Vacant			Vacant			
<b>Community Action</b>	Kim Hustad			Robin Jewett			
<b>Elderly</b>	Linda Carter			Vacant			
<b>Representing the Disabled</b>	Vacant			Vacant			
<b>Citizen Advocate</b>	Michael Pierce			Vacant			
<b>Citizen Advocate Using System</b>	Vacant			Vacant			
<b>Children at Risk</b>	Lorena Rodriguez			Sally Kreuzscher			
<b>Public Transit</b>	Steve Myers			Peter Gajdjis			
<b>DEA</b>	Elizabeth Severo			Chris Gorgon			
<b>Private Transportation Industry</b>	Michael Griffin			Anna Callwood			
<b>AHCA</b>	Joe Martinez			Patricia Brooks			
<b>Career Source SWFL</b>	Deb Reardon			Jim Wall			
<b>Local medical community</b>	Heidi Shoriak						

The Coordinating Board hereby certifies that the rates contained herein have been thoroughly reviewed, evaluated and approved. This Transportation Disadvantaged Service Plan was reviewed in its entirety and approved by this Board on May 6, 2015.

**Approved by the Lee County Local Coordinating Board for the Transportation Disadvantaged**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Rick Williams – Cape Coral City Council**

**Approved by the Commission for the Transportation Disadvantaged**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Steven Holmes, Executive Director**



# Existing Conditions

STATE OF FLORIDA  
LOCAL AREA UNEMPLOYMENT STATISTICS BY METROPOLITAN STATISTICAL AREA (MSA) AND METROPOLITAN DIVISION (MD)  
(NOT SEASONALLY ADJUSTED)

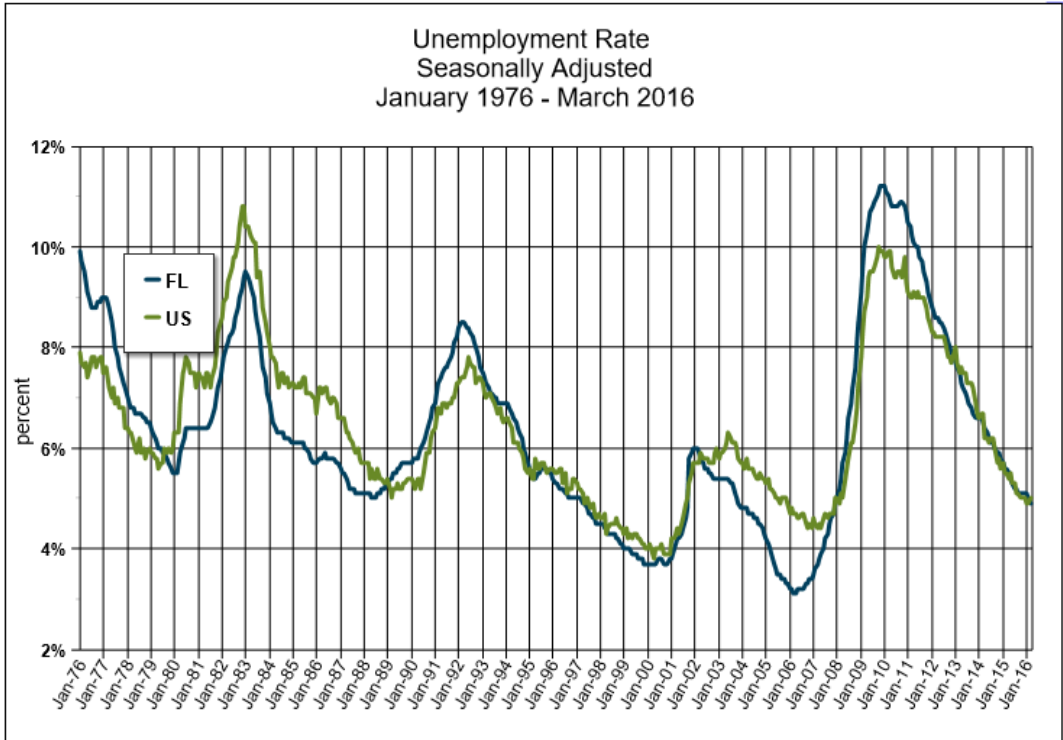
MSA/MD	MARCH 2016				FEBRUARY 2016				MARCH 2015			
	LABOR FORCE	EMPLOYMENT	UNEMPLOYMENT LEVEL	UNEMPLOYMENT RATE	LABOR FORCE	EMPLOYMENT	UNEMPLOYMENT LEVEL	UNEMPLOYMENT RATE	LABOR FORCE	EMPLOYMENT	UNEMPLOYMENT LEVEL	UNEMPLOYMENT RATE
Cape Coral-Fort Myers MSA	327,564	313,615	13,949	4.3%	327,216	313,043	14,173	4.3%	321,223	305,384	15,839	4.9%
Crestview-Fort Walton Beach-Destin MSA	118,950	114,122	4,828	4.1%	116,119	111,182	4,937	4.3%	118,571	113,149	5,422	4.6%
Deltona-Daytona Beach-Ormond Beach MSA	287,843	273,703	14,140	4.9%	285,467	271,077	14,390	5.0%	282,082	265,604	16,478	5.8%
Gainesville MSA	138,375	132,806	5,569	4.0%	137,584	132,035	5,549	4.0%	136,336	130,194	6,142	4.5%
Homosassa Springs MSA	47,714	44,590	3,124	6.5%	47,372	44,169	3,203	6.8%	47,975	44,377	3,598	7.5%
Jacksonville MSA	730,809	698,575	32,234	4.4%	727,367	694,502	32,865	4.5%	717,870	679,913	37,957	5.3%
Lakeland-Winter Haven MSA	282,197	267,518	14,679	5.2%	280,791	265,808	14,983	5.3%	278,322	261,443	16,879	6.1%
Miami-Fort Lauderdale-West Palm Beach MSA	3,019,337	2,870,216	149,121	4.9%	3,029,126	2,883,616	145,510	4.8%	2,993,460	2,827,437	166,023	5.5%
Fort Lauderdale-Pompano Beach-Deerfield Beach	1,002,796	959,031	43,765	4.4%	1,002,682	958,604	44,078	4.4%	984,798	934,775	50,023	5.1%
Miami-Miami Beach-Kendall MD	1,316,704	1,242,709	73,995	5.6%	1,325,675	1,255,998	69,677	5.3%	1,318,451	1,235,639	82,812	6.3%
West Palm Beach-Boca Raton-DeLray Beach MD	699,837	668,476	31,361	4.5%	700,769	669,014	31,755	4.5%	690,211	657,023	33,188	4.8%
Naples-Immokalee-Marco Island MSA	165,774	158,645	7,129	4.3%	165,325	158,067	7,258	4.4%	165,531	157,693	7,838	4.7%
North Port-Sarasota-Bradenton MSA	347,335	332,356	14,977	4.3%	346,033	330,826	15,207	4.4%	343,782	326,892	16,890	4.9%
Ocala MSA	131,326	124,043	7,283	5.5%	130,154	122,714	7,440	5.7%	131,122	122,877	8,445	6.4%
Orlando-Kissimmee-Sanford MSA	1,241,241	1,187,802	53,439	4.3%	1,234,918	1,180,894	54,024	4.4%	1,209,122	1,147,722	61,400	5.1%
Palm Bay-Melbourne-Titusville MSA	256,344	243,141	13,203	5.2%	256,267	242,905	13,362	5.2%	257,022	241,809	15,213	5.9%
Panama City MSA	93,420	89,055	4,365	4.7%	91,654	87,024	4,630	5.1%	94,148	89,053	5,095	5.4%
Pensacola-Ferry Pass-Brent MSA	213,594	203,709	9,885	4.6%	212,307	202,286	10,021	4.7%	210,707	199,570	11,137	5.3%
Port St. Lucie MSA	202,971	192,873	10,098	5.0%	202,747	192,409	10,338	5.1%	200,943	189,527	11,416	5.7%
Punta Gorda MSA	68,572	65,077	3,495	5.1%	68,219	64,641	3,578	5.2%	67,726	63,759	3,967	5.9%
Sebastian-Vero Beach MSA	61,967	58,540	3,427	5.5%	61,920	58,395	3,525	5.7%	61,498	57,706	3,792	6.2%
Sebring MSA	36,550	34,345	2,205	6.0%	36,653	34,407	2,246	6.1%	35,806	33,273	2,533	7.1%
Tallahassee MSA	188,056	179,727	8,329	4.4%	187,179	178,856	8,323	4.4%	186,679	177,215	9,464	5.1%
Tampa-St. Petersburg-Clearwater MSA	1,465,418	1,400,753	64,665	4.4%	1,456,173	1,390,735	65,438	4.5%	1,439,545	1,365,035	74,510	5.2%
The Villages MSA	29,033	27,076	1,957	6.7%	28,976	26,988	1,988	6.9%	28,646	26,463	2,183	7.6%
Florida (Not Seasonally Adjusted)	9,748,000	9,291,000	456,000	4.7%	9,722,000	9,264,000	458,000	4.7%	9,620,000	9,101,000	519,000	5.4%
Florida (Seasonally Adjusted)	9,809,000	9,331,000	478,000	4.9%	9,794,000	9,309,000	485,000	5.0%	9,602,000	9,067,000	535,000	5.6%
United States (Not Seasonally Adjusted)	158,854,000	150,738,000	8,116,000	5.1%	158,279,000	150,060,000	8,219,000	5.2%	156,318,000	147,635,000	8,682,000	5.6%
United States (Seasonally Adjusted)	159,286,000	151,320,000	7,966,000	5.0%	158,890,000	151,074,000	7,815,000	4.9%	156,890,000	148,333,000	8,557,000	5.5%

Released April 15, 2016

NOTE: Items may not add to totals or compute to displayed percentages due to rounding. All data are subject to revision.

FL Department of Economic Opportunity: <http://www.floridajobs.org/labor-market-information/data-center/statistical-programs/local-area-unemployment-statistics#>

Below is the seasonally adjusted unemployment rate (seasonally adjusted) from January 1976 to March 2016.



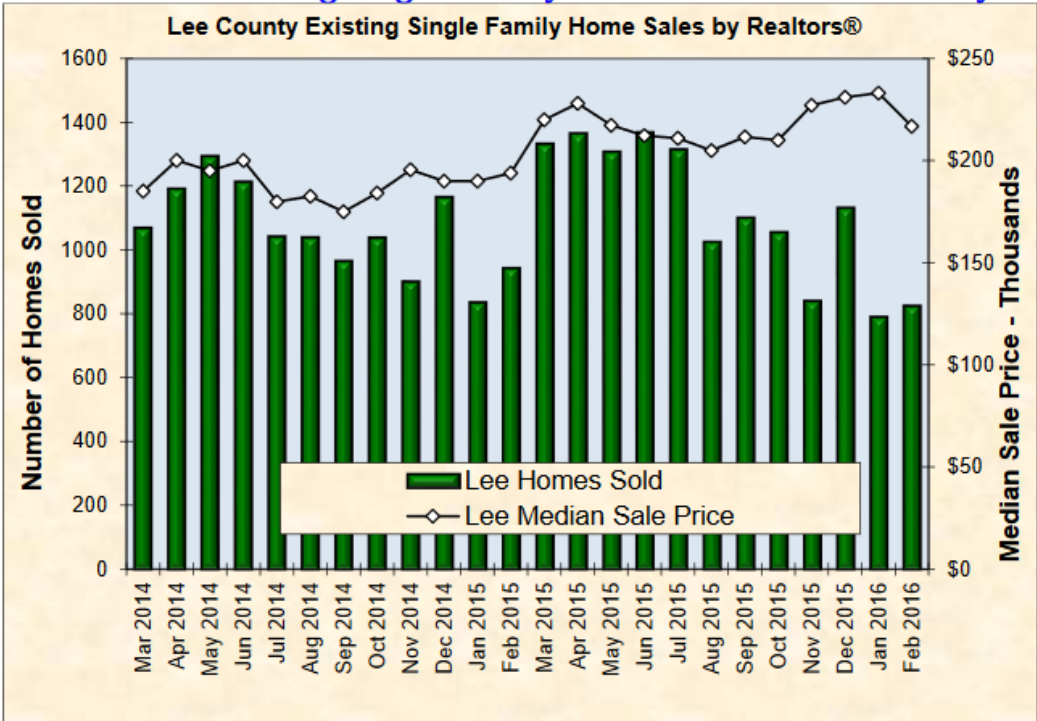
Source: U.S. Department of Labor, Bureau of Labor Statistics, [Local Area Unemployment Statistics Program \(LAUS\)](#)

Prepared by: Florida Department of Economic Opportunity, [Bureau of Labor Market Statistics](#), released Friday, April 15, 2016

Next Scheduled Release: Friday, May 20, 2016

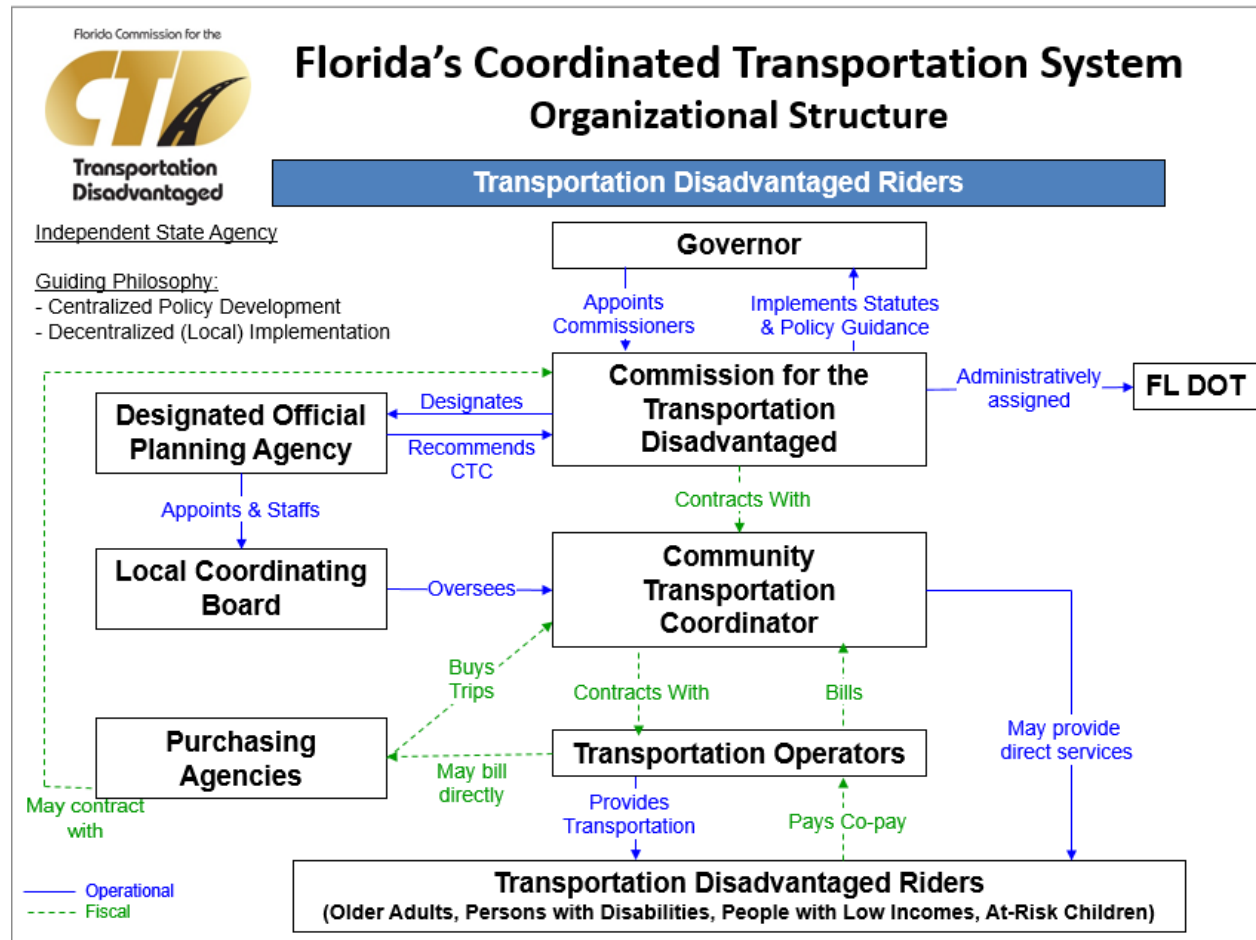
The chart below shows Lee County had sales of 825 single family units in February 2016, a decrease of 13% from February 2015. Although they fluctuated, median prices are up 12% higher than a year ago.

**Chart 17: Existing Single-Family Home Sales for Lee County**



Source: Realtor® Association of Greater Fort Myers and the Beach, Inc.

# Organization Structure



e. ~~2035~~ 2040 Long Range Transportation Plan for the Fort Myers-Cape Coral Metropolitan Area  
 Adopted: ~~December 8, 2010~~ December 18, 2015

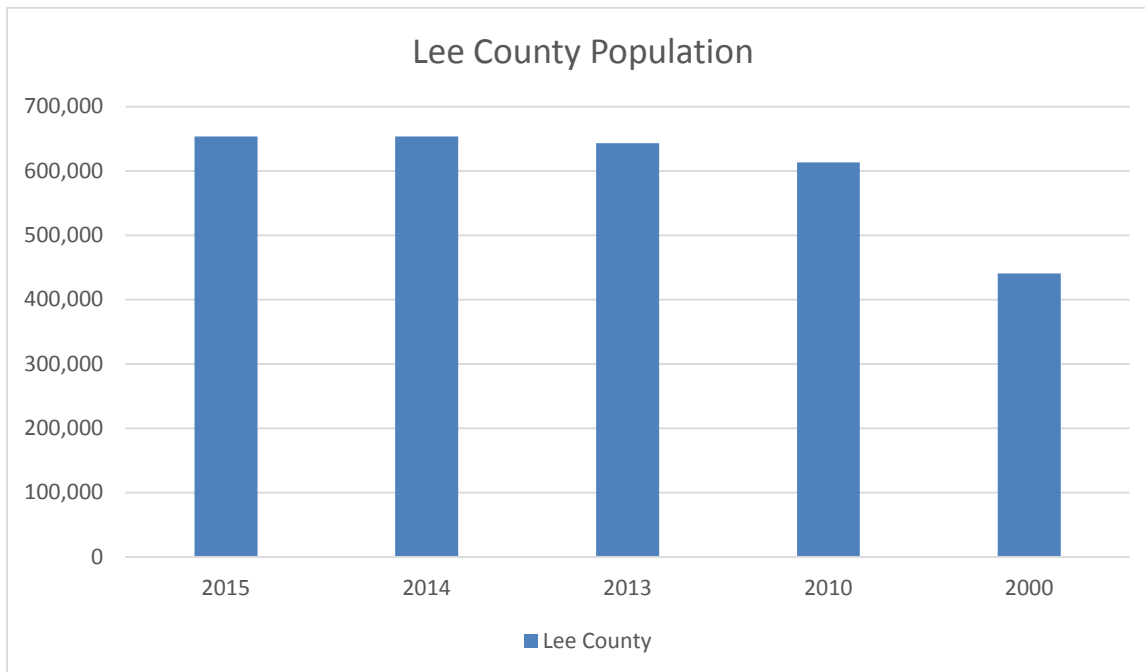
**TABLE 1**  
**Square Miles For Each Incorporated Municipality and the County**

Land Area	Square Miles
Fort Myers	48.9
Cape Coral	119
Sanibel	34.1
Town of Fort Myers Beach	5.8
Bonita Springs	46.6
Village of Estero	25.4
Unincorporated Area	932.9
<b>Total Square Miles</b>	<b>1212.6</b>

Source: Lee County 2016

Area	2015 Estimate	2014 Estimate	2013 Estimate	2010 Estimate	2000 Actual
<b>Florida</b>	<u>20,271,272*</u>	19,507,369	19,317,568	18,537,969	15,982,378
<b>Lee County</b>	<u>665,845</u>	653,485	643,367	613,546	440,888
<b>Bonita Springs</b>	<u>46,568</u>	45,819	45,229	44,793	32,797
<b>FM Beach</b>	<u>6,624</u>	6,250	6,323	6,767	6,561
<b>Fort Myers</b>	<u>72,395</u>	69,437	67,081	68,190	48,208
<b>Sanibel</b>	<u>6,502</u>	6,490	6,497	6,211	6,064
<b>Cape Coral</b>	<u>166,508</u>	163,599	161,069	164,673	102,286

Source: US Census/BEER April 2015/\*July 1, 2015



Source: BEER April 2015

**TABLE 4**  
**LEE COUNTY MAJOR EMPLOYERS 2013**

<b>Rank</b>	<b>Company</b>	<b>Product/Service</b>	<b>Employees</b>
<u>1</u>	<u>Lee Memorial Health System</u>	<u>Non-profit hospital/healthcare system</u>	<u>10425</u>
<u>2</u>	<u>Lee County School District</u>	<u>Public schools</u>	<u>10333</u>
<u>3</u>	<u>Publix Super Markets</u>	<u>Grocer, retail</u>	<u>4404</u>
<u>4</u>	<u>Lee County Administration</u>	<u>County government</u>	<u>2358</u>
<u>5</u>	<u>Wal-Mart</u>	<u>General merchandise--retail</u>	<u>1967</u>
<u>6</u>	<u>Chicos</u>	<u>Nat. store support center for women's apparel</u>	<u>1703</u>
<u>7</u>	<u>Lee County Sheriff's Office</u>	<u>Sheriff</u>	<u>1535</u>
<u>8</u>	<u>USPS</u>	<u>Postal Service</u>	<u>1477</u>
<u>9</u>	<u>FGCU</u>	<u>State University</u>	<u>1323</u>
<u>10</u>	<u>City of Cape Coral</u>	<u>Government</u>	<u>1197</u>
<u>11</u>	<u>Target</u>	<u>Retail</u>	<u>1100</u>
<u>12</u>	<u>Hope HealthCare Services</u>	<u>Care/services for people at the end of life</u>	<u>1000</u>
<u>13</u>	<u>Shell Point Retirement Comm.</u>	<u>Life care facility</u>	<u>952</u>
<u>14</u>	<u>City of Fort Myers</u>	<u>Life care facility</u>	<u>868</u>
<u>15</u>	<u>Lowes</u>	<u>Building materials</u>	<u>757</u>
<u>16</u>	<u>Comcast</u>	<u>Telecommunications</u>	<u>705</u>
<u>17</u>	<u>Edison State College</u>	<u>State college</u>	<u>635</u>
<u>18</u>	<u>21<sup>st</sup> Century Oncology</u>	<u>Corporate Headquarters</u>	<u>627</u>
<u>19</u>	<u>Alorica, Inc.</u>	<u>Customer service provider</u>	<u>592</u>
<u>20</u>	<u>South Seas</u>	<u>Resorts, call center</u>	<u>500</u>
<u>21</u>	<u>CenturyLink</u>	<u>Telephone local communications, wireless/PCS, broadband</u>	<u>500</u>
<u>22</u>	<u>Bank of America</u>	<u>Financial institution</u>	<u>500</u>
<u>23</u>	<u>Hyatt Regency Coconut Point</u>	<u>Hotel</u>	<u>494</u>
<u>24</u>	<u>Goodwill Industries</u>	<u>Non-profit organizations</u>	<u>494</u>
<u>25</u>	<u>Gartner</u>	<u>IT business, intelligence, finance and inside sales</u>	<u>469</u>

Source: Lee County Economic Development Office, July 2013

## Types of companies expected to grow in Florida

Industry	Annual Growth Rate
Construction of Buildings	4.1%
Specialty Trade Contractors	3.9%
Ambulatory Health Care Services	3.3%
Nonmetallic Mineral Product Mfg	3.0%
Nursing and Residential Care Facilities	2.8%
Heavy and Civil Engineering Construction	2.6%
Professional and Technical Services	2.4%
Wood Product Manufacturing	2.1%
Clothing and Clothing Accessories Stores	2.1%
Social Assistance	2.1%
Building Material & Garden Supply Stores	2.0%
Furniture and Home Furnishings Stores	2.0%
Administrative and Support Services	1.9%
Educational Services	1.9%
Electronics and Appliance Stores	1.8%
Motor Vehicle and Parts Dealers	1.8%
Support Activities for Transportation	1.8%
Real Estate	1.7%
Food Services and Drinking Places	1.7%
Electronic Markets and Agents/Brokers	1.7%

Companies expected to grow are based on a minimum of (100) openings and a growth rate of (1.55%) per year.

Source: Florida Department of Economic Opportunity - Bureau of Labor Market Statistics  
Industry Projection Data 2015-2023

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**TABLE 6**  
**TD PASSENGER TRIPS BY PURPOSE IN LEE COUNTY**

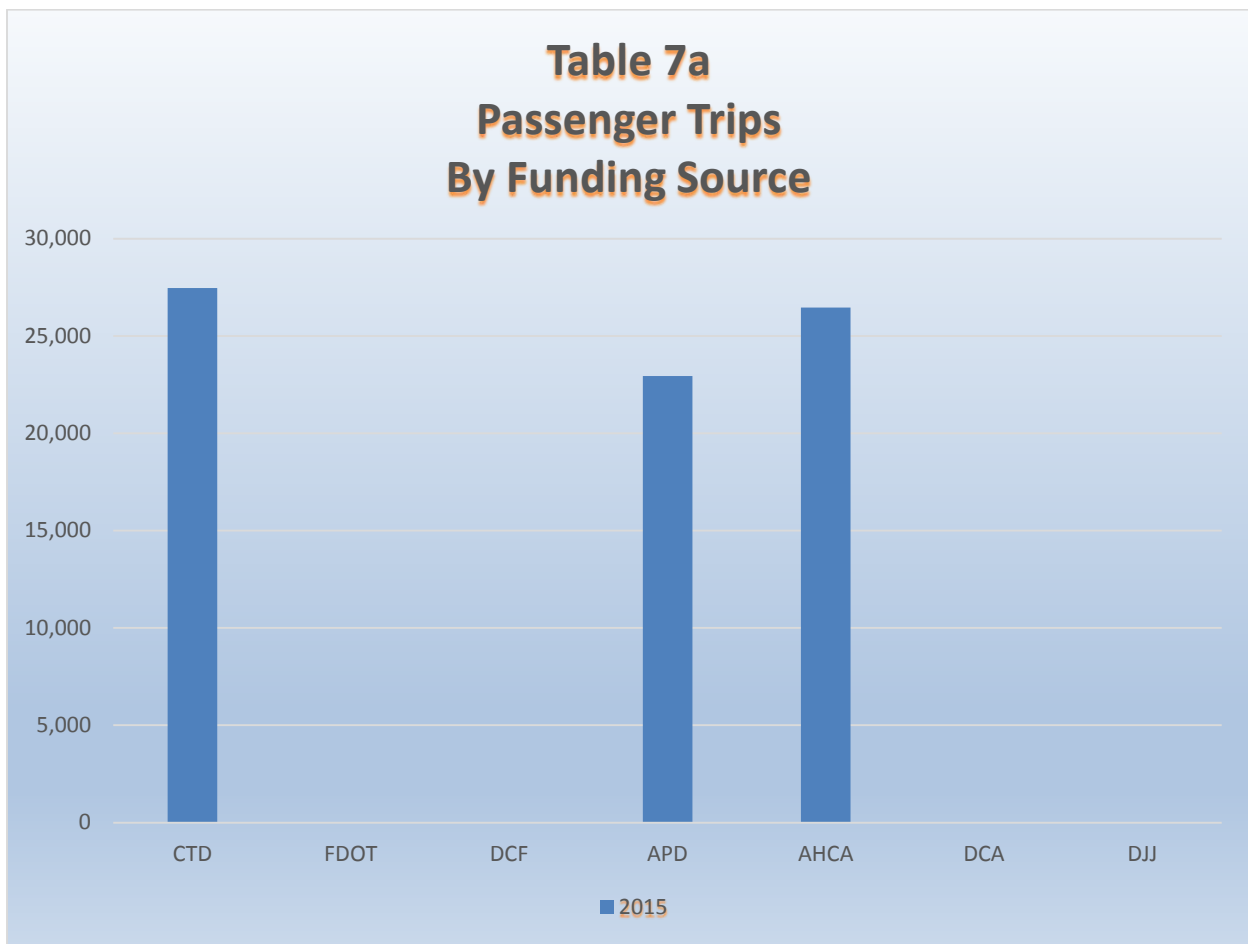
<u>Purpose</u>	<u>Number of Trips</u> <u>2013</u>	<u>Number of Trips</u> <u>2014</u>	<u>Number of Trips</u> <u>2015</u>
<u>Medical</u>	<u>78,274</u>	<u>95,041</u>	<u>54,559</u>
<u>Employment</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Ed./Training/Daycare</u>	<u>29,345</u>	<u>10,512</u>	<u>23,466</u>
<u>Nutritional</u>	<u>1,014</u>	<u>0</u>	<u>3,544</u>
<u>Life Sustaining/Other</u>	<u>2,318</u>	<u>31,791</u>	<u>414</u>
<b><u>Total Trips</u></b>	<b><u>110,951</u></b>	<b><u>137,344</u></b>	<b><u>81,983</u></b>

Source: CTD Lee ARP 2014

**TABLE 7  
PASSENGER TRIPS PROVIDED FUNDING SOURCE**

<u>Source</u>	<u>Number of Trips 2015</u>
<u>CTD</u>	<u>27,489</u>
<u>FDOT</u>	<u>0</u>
<u>DCF</u>	<u>0</u>
<u>APD</u>	<u>22,948</u>
<u>AHCA</u>	<u>26,457</u>
<u>DCA</u>	<u>0</u>
<u>DJJ</u>	<u>0</u>

Source: CTD Lee ARP 2015



Source: CTD Lee ARP 2014

<b>Lee County Taxi Services 2015</b>		
<u>24/7 AIRPORT EXPRESS</u>	<u>Airport Transportation Shuttle Service</u>	<u>A-1 Cadillac Transportation</u>
<u>A-1 Taxi</u>	<u>A Aardvark Svc</u>	<u>A Better Taxi</u>
<u>A Flat Rate Airport Taxi Inc</u>	<u>A OnTime Ride OR 30% OFF LLC</u>	<u>AA Skyline Taxicabs Inc</u>
<u>AAA Airport Causeway Cab Co</u>	<u>AAA Palm Taxi Service</u>	<u>Aaron Airport Transportation</u>

<a href="#">Aaron Airport Transportation</a>	<a href="#">Aaron Nonsmoking Airport Limo &amp; Taxi</a>	<a href="#">Academy Taxi</a>
<a href="#">Academy Taxi &amp; Car Service</a>	<a href="#">Academy Taxi &amp; Car Svc</a>	<a href="#">Air Port Shuttles &amp; Trnsprtn</a>
<a href="#">Airport Express</a>	<a href="#">Airport Express Inc</a>	<a href="#">Airport Taxi</a>
<a href="#">Airport Taxi Inc</a>	<a href="#">Airport Trans &amp; Majestic Limousine Service</a>	<a href="#">Alibi Transport LLC</a>
<a href="#">AlleyGator Transport Express</a>	<a href="#">Ambassador Transportation</a>	<a href="#">Amber Airport Transportation</a>
<a href="#">Amber Taxi</a>	<a href="#">Angel Transportation Svc</a>	<a href="#">Anytime Taxi</a>
<a href="#">BEACH TAXI INC</a>	<a href="#">Bluebird Taxi</a>	<a href="#">C &amp; C Taxi of Lehigh</a>
<a href="#">C-4p's Inc</a>	<a href="#">Captiva Island Shuttle Inc</a>	<a href="#">Cape Cab</a>
<a href="#">Cape Coral 2 RSW</a>	<a href="#">Cape Coral Airport</a>	<a href="#">Cape Coral Airport Shuttle</a>
<a href="#">Cape Coral Taxi</a>	<a href="#">Captiva Limousine Svc Inc</a>	<a href="#">Caribbean Taxi</a>
<a href="#">Checker Airport Transportation</a>	<a href="#">Coconut Airport Transportation</a>	<a href="#">Coconut Cab Taxi</a>
<a href="#">Comfort Transportation</a>	<a href="#">Cuffley Cars</a>	<a href="#">Dannyboys Airport Transportation</a>
<a href="#">DannyBoys Transportation</a>	<a href="#">Designated Drivers A Limo &amp; Taxi Service</a>	<a href="#">Diamond Limousine Transportation</a>
<a href="#">Discount Transportation</a>	<a href="#">Errol's Taxi Service</a>	<a href="#">Fort Myers Beach Limo and Airport Shuttle</a>
<a href="#">Fort Myers Beach Taxi</a>	<a href="#">Fort Myers express taxi service</a>	<a href="#">Fort Myers Limousine Service</a>
<a href="#">Ft Myers Beach Taxi</a>	<a href="#">Gregorio Taxi Inc</a>	<a href="#">Hawks Taxicabs</a>
<a href="#">Hawks Transportation</a>	<a href="#">HIGHLANDER TAXI &amp; LIMO</a>	<a href="#">Lee Express Taxi</a>
<a href="#">Lluberes Exec Chauffeur &amp; Taxi Ser</a>	<a href="#">Local Motion Taxi</a>	<a href="#">Locomotion Taxi</a>
<a href="#">Loris Coupon Cab</a>	<a href="#">Lou's Taxi &amp; Airport Trnsprtn</a>	<a href="#">Majestic Transport</a>
<a href="#">Maximum Taxi</a>	<a href="#">MBA Airport Transportation</a>	<a href="#">Me-And-U Cab Trans Inc</a>
<a href="#">My Taxi</a>	<a href="#">NightOwl Taxi of Fort Myers FLA.</a>	<a href="#">Only Way To Go Transport LLC</a>
<a href="#">Orange Taxi</a>	<a href="#">Paradise Beach Taxi</a>	<a href="#">Parrot Taxi Inc</a>
<a href="#">Patriots Airport Transportation Services</a>	<a href="#">Pedro's Transportation</a>	<a href="#">Pine Island Taxi &amp; Limo Inc</a>
<a href="#">Porter's Taxi</a>	<a href="#">Preferred Platinum Limousine</a>	<a href="#">Proximiti Communications Inc</a>
<a href="#">Rapid Transportation Services</a>	<a href="#">Ron's Airport Transportation of Cape Coral</a>	<a href="#">Royal Palm Transportation</a>
<a href="#">Safeway Taxi Corp</a>	<a href="#">Sanibel Island Taxi Inc</a>	<a href="#">Santiva Cab Company</a>
<a href="#">Superior Airport Shuttle</a>	<a href="#">Taxi Tim Transportation</a>	<a href="#">Taxista El Sol Y La Estrella</a>
<a href="#">Tesla Transportation LLC</a>	<a href="#">Thrifty Car Service</a>	<a href="#">Tropical Breeze Taxi</a>
<a href="#">Union Cab Inc</a>	<a href="#">Uschi's Gulfcoast Transportation</a>	<a href="#">Veterans Car Service</a>
<a href="#">Yellow Cab</a>	-	-
<b>Source: <a href="#">Yellowpages.com</a></b>		

Immediate Capital Needs Lee County:

In 2015, FDOT awarded 6 mini vans. These are on order and delivery is expected by May. Tire changing equipment and a balancer was awarded, ordered, and delivered. We anticipate a savings of \$3,000 per month.

In 2016, capital funds of \$902,042.58 were requested for:

- 7 paratransit vehicles and 1 van to replace vehicles with over 300,000 miles.
- To expand fleet by 5 vans for Medicaid
- IT scheduling software
- Replacement equipment for existing vehicles – AC/compressors and dryers and seat cushions

Good Wheels, in 2016, requested operating funds to:

- hire and train 30 additional drivers and provide continuing education to all drivers
- provide dialysis and chemo patients transportation in Lee County
- retain a grant management person



- upgrade the Good Wheels website, include ADA compliant features, as well as providing communication apps on social media for clients and others

Of the \$395,000 requested, the allocation is as follows:

- driver training 19.1%
- transportation in Lee County 63.3%
- grant management 8.8%
- upgrade website 8.8%

More passengers are requesting trips than funding provided in 2015. As of July, 2016, The CTD, Commission Transportation Disadvantaged will increase funding for TD in Lee County. The permanent increase is approximately \$20,000; the one year "Proviso" increase is \$125,750.50. The \$145,750.50 represents 90% of the grant. A local match of 10% is required which amounts to \$16,194.50. The \$161,945.00 increase will provide approximately 6,000 trips per year based on ambulatory rates.

Automated software which permits phone calls to confirm next day pick up has been developed and is now operational. It is anticipated this will mitigate No Shows.

Good Wheels received and fully invoiced for \$88,000 in New Freedom Grant operating funds for new trips for the period of April 2015 through March 2016.

Good Wheels has been a recipient of funds through the new BOCC Partnering for Transportation Results Program that was implemented October 1, 2015 (Fy15/16) in the annual amount of \$321,000. These funds are available for the CTC and other non-profit agencies to assist them in meeting their local match requirements for their respective 5310 Grant applications and awards from FDOT. As of April 21, 2016, the first round of funding was allocated in the amount of \$100,000, with the second round of funding occurring soon. Recipients were as follows:

- Good Wheels: \$40,000 in BOCC funds to be used as capital match against their 5310 capital grant projects.
- Hope Hospice: \$20,000 in Bocc funds for operationg match.
- Dr. Piper: \$20,000 in Bocc funds for operating match.
- Lighthouse of SWFL : \$20,000 in BOCC funds for operating match.

LeeTran is going to the BOCC to execute agreements with agencies in May 2016.

### **COORDINATION CONTRACT AGENCIES**

<b><u>Name of Agency</u></b>	<b><u>Address</u></b>	<b><u>City, State, Zip</u></b>	<b><u>Telephone Number</u></b>	<b><u>Contact</u></b>
<b><u>Lighthouse of SW Florida</u></b>	<u>35 West Marianna Ave</u>	<u>North Fort Myers, FL 33903</u>	<u>239 997-7797</u>	<u>Douglas Fowler, Ex Dir</u>
<b><u>UCF</u></b>	<u>9040 Sunset Dr</u>	<u>Miami, FL 33713</u>	<u>305-273-3055</u>	<u>James Week</u>
<b><u>Dr. Piper Center</u></b>	<u>2607 Dr. Ella Piper</u>	<u>Fort Myers, FL 33916</u>	<u>239-332-5346</u>	<u>Nida Eluna</u>
<b><u>Hope Hospice</u></b>	<u>9470 HealthPark Circle</u>	<u>Fort Myers, FL 33908</u>	<u>855-454-3104</u>	<u>Jill Lampey</u>

LeeTran ADA Paratransit Service Ridership Numbers

<u>FY</u>	<u>Trips</u>	<u>Vehicle Miles</u>
<u>2016*</u>	<u>118,000</u>	<u>1,556,000</u>
<u>2015</u>	<u>113,789</u>	<u>1,476,936</u>
<u>2014</u>	<u>109,281</u>	<u>1,488,560</u>
<u>2013</u>	<u>104,303</u>	<u>1,369,823</u>
<u>2012</u>	<u>102,274</u>	<u>1,310,353</u>
<u>2011</u>	<u>99,568</u>	<u>1,252,054</u>

**COORDINATION CONTRACT AGENCIES**

<u>Name of Agency</u>	<u>Address</u>	<u>City, State, Zip</u>	<u>Telephone Number</u>	<u>Contact</u>
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<u>Hope Hospice</u>	<u>9470 HealthPark Circle</u>	<u>Fort Myers, FL 33908</u>	<u>855-454-3104</u>	<u>Jill Lampey</u>

Florida Commission for the



# **Transportation Disadvantaged**

FISCAL YEAR 2016-17

PROGRAM MANUAL

FOR THE

TRANSPORTATION DISADVANTAGED

PLANNING GRANT

Issued By:

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

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# **INTRODUCTION**

The Transportation Disadvantaged Trust Fund is administered by the Florida Commission for the Transportation Disadvantaged (Commission), pursuant to Section 427.0159, Florida Statutes. The purpose of the trust fund is to provide a dedicated funding source for the operational and planning expenses of the Commission in carrying out its legislative responsibilities. The trust fund is annually appropriated by the Legislature from revenues collected from vehicle registrations and voluntary contributions.

This manual contains information regarding the Transportation Disadvantaged Planning Grant Program administered by the Commission. It provides guidance to designated official planning agencies when implementing local transportation disadvantaged planning services under the Transportation Disadvantaged Program.

This manual is divided into two parts: Program Requirements and the Grant Application Instructions and Forms.

## **PART I TRANSPORTATION DISADVANTAGED PLANNING GRANT PROGRAM REQUIREMENTS**

This part of the manual contains requirements that accompany the planning grant program and the tasks that are required to be accomplished.

### **1. ELIGIBILITY INFORMATION**

#### **A. Eligible Recipients**

An eligible recipient is any official body, agency or entity designated by the Commission to fulfill the functions associated with staffing the local coordinating board (LCB) and other necessary local designated planning agency functions. The Metropolitan Planning Organization (MPO) shall serve as the planning agency in areas covered by such organizations unless the Commission has designated a service area beyond the area for which an MPO has been created to serve. In designated service areas not covered by a MPO, agencies eligible for selection as the designated planning agency include county or city governments, Regional Planning Councils, local planning organizations or other planning providers who are currently performing planning activities in designated service areas or capable of such.

To be eligible for this grant agreement, there must be an active LCB in the respective service area to assist in the successful completion of the tasks herein. The determination of whether a LCB is functioning will be based on supportive documentation in the Commission files.

**B. Eligible Service Area**

The eligible service area is that area for which the planning agency has been specifically designated by the Commission to serve. Planning grant agreements will only be approved for funding amounts which are within the allocation for the respective service area.

**C. Eligible Activities**

The planning grant funds allocated from the trust fund are for the specific purpose of accomplishing the duties and responsibilities of the planning agency as identified in Chapter 427, Florida Statute, Rule 41-2, Florida Administrative Code, Commission policies; and tasks as further described in this manual.

This is a lump sum – percent complete grant to accomplish the tasks identified in the law, rule, this Program Manual and the grant agreement. It is not subject to adjustment due to the actual cost experience of the recipient in the performance of the contract. The amount paid is based on the weighted value of the tasks and deliverables listed below that have been accomplished for the invoiced period. Prior to payment, the tasks performed and deliverables are subject to review and acceptance by the Commission. The criteria for acceptance of completed tasks and deliverables are based on the most recent regulations, guidelines or directives related to the particular task and deliverable. Specific required tasks are as follows:

**TASK 1:** **Weighted value = 17%**  
Jointly develop and annually update the Transportation Disadvantaged Service Plan (TDSP) with the community transportation coordinator (CTC) and the LCB.

**Deliverable:** Complete initial TDSP or annual updates. Must be approved by the LCB no later than June 30<sup>th</sup> of the current grant cycle.

**TASK 2 A:** **Weighted value = 15%**  
When necessary and in cooperation with the LCB, solicit and recommend a CTC. The selection will be accomplished, to the maximum extent feasible, through public competitive bidding or proposals in accordance with applicable laws and rules. Such recommendation shall be presented to the Commission by planning agency staff or their designee as needed.

**Deliverable:**  
Planning agency’s letter of recommendation and signed resolution.

**OR**

**TASK 2 B:**  
Provide staff support to the LCB in conducting an annual evaluation of the CTC, including local developed standards as delineated in the adopted TDSP. Assist the Commission in joint reviews of the CTC.

**Deliverable:**

LCB and planning agency selected CTC evaluation worksheets pursuant to the most recent version of the Commission's CTC Evaluation Workbook.

**TASK 3:****Weighted value = 40%**

Organize and provide staff support and related resources for at least four (4) LCB meetings per year, holding one meeting during each quarter.

Provide staff support for committees of the LCB.

Provide program orientation and training for newly appointed LCB members.

Provide public notice of LCB meetings in accordance with the most recent LCB and Planning Agency Operating Guidelines.

LCB meetings will be held in accordance with the Commission's most recent LCB and Planning Agency Operating Guidelines and will include at least the following:

1. Agendas for LCB meetings. Operator payments should be addressed as a standard agenda item for each LCB meeting, where operators are utilized by the CTC to provide services.
2. Official minutes of LCB meetings and committee meetings (regardless of a quorum). A copy will be submitted along with the quarterly report to the Commission. Minutes will at least be in the form of a brief summary of basic points, discussions, decisions, and recommendations. Records of all meetings shall be kept for at least five years.
3. A current full and active membership of voting and non-voting members to the LCB. Any time there is a change in the membership, provide the Commission with a current membership roster and mailing list of LCB members.
4. A report of the LCB membership's attendance at the LCB meeting held during this grant period. This would not include committee meetings.

**Deliverable:** LCB Meeting agendas; minutes; membership roster; attendance report; copy of public notice of meetings; training notification.

**TASK 4:****Weighted value = 4%**

Provide at least one public workshop annually by each LCB, and assist the Commission, as requested, in co-sponsoring public workshops. This public workshop must be held separately from the LCB meeting. It may, however, be held on the same day as the scheduled LCB meeting. It could be held immediately following or prior to the LCB meeting.

**Deliverable:** Public workshop agenda and minutes of related workshop only. The agenda and minutes must be separate documents and cannot be included in the LCB meeting agenda and minutes, if held on the same day. Minutes may reflect "no comments received" if none were made.

**TASK 5:** **Weighted value = 4%**

Develop and annually update by-laws for LCB approval.

**Deliverable:** Copy of LCB approved by-laws with date of update noted on cover page and signature of LCB Chair or designee.

**TASK 6:** **Weighted value = 4%**

Develop, annually update, and implement LCB grievance procedures in accordance with the Commission's most recent LCB and Planning Agency Operating Guidelines. Procedures shall include a step within the local complaint and/or grievance procedure that advises a dissatisfied person about the Commission's Ombudsman Program.

**Deliverable:** Copy of LCB approved Grievance Procedures with date of update noted on cover page.

**TASK 7:** **Weighted value = 4%**

Review and comment on the Annual Operating Report (AOR) for submittal to the LCB, and forward comments/concerns to the Commission.

**Deliverable:** Cover Page of AOR, signed by CTC representative and LCB Chair.

**TASK 8:** **Weighted value = 4%**

Research and complete the Actual Expenditures Report (AER) for direct federal and local government transportation funds to the Commission no later than September 15th. Complete the AER, using the Commission approved form.

**Deliverable:** Completed AER in accordance with the most recent Commission's AER instructions.

**TASK 9:** **Weighted value = 4%**

Complete quarterly progress reports addressing planning accomplishments for the local transportation disadvantaged program as well as planning grant deliverables; including but not limited to, consultant contracts, special studies, and marketing efforts.

**Deliverable:** Complete Quarterly Progress Reports submitted with invoices. Quarterly Report must be signed by planning agency representative. Electronic signatures are acceptable.

**TASK 10:** **Weighted value = 4%**

Planning agency staff shall attend at least one Commission sponsored training, including but not limited to, the Commission's regional meetings or annual training workshop.

**Deliverable:** Documentation related to attendance at such event(s); including but not limited to sign in sheets.

## **2. GRANT FUNDING**

Each year, the Commission will calculate each service area's allocation in accordance with Rule 41-2, FAC. Each service area's anticipated eligible allocation is subject to change based on appropriations by the Legislature.

### **A. TRANSFER OF PLANNING ALLOCATION**

The portion of the trust fund allocated for planning grants that is not needed by the planning agency and is not obligated by a grant agreement, may be transferred to each respective county's CTC trip and equipment grant agreement. A ten percent local match will be required for all transferred planning dollars.

Any planning agency which does not intend to use all of its allocated planning funds should notify the respective CTC so that the funds can be incorporated in their initial Trip and Equipment grant and they can secure the necessary local match. This transfer should occur prior to the execution of either grant agreement within the same grant cycle.

### **B. LOCAL MATCH REQUIREMENT**

There is no match required.

## **3. GRANT APPROVAL**

All grants are subject to approval by the Commission or its designee. Once the grant application has been approved, a grant agreement will be forwarded to the recipient for execution.

Costs incurred prior to the grant agreement execution cannot be charged to the project, nor will the Commission give retroactive grant agreement execution. Costs incurred by a recipient to process this application are not eligible project costs for this project.

## **4. INVOICING**

Invoices for trust funds will not be honored until the grant agreement has been executed by both the Commission and the grantee, and is on file at the Commission office. Invoices related to this grant agreement shall be completed on the invoice form(s) provided by the Commission and submitted electronically to [FLCTDInvoice@dot.state.fl.us](mailto:FLCTDInvoice@dot.state.fl.us) unless otherwise notified by the Commission.

Grantee shall invoice on a quarterly basis. Invoices should be submitted after the last month of each quarter and shall include only the activities performed during that time. The Grantee shall provide sufficient detailed documentation to support the completion of task outlined above.



Invoices for expenses provided or incurred pursuant to the grant agreement must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Failure to submit to the Commission detailed supporting documentation with the invoice or request for project funds will be cause for the Commission to refuse to pay the amount claimed by the Grantee until the Commission is satisfied that the criteria set out in Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code, is met. Unless extended by the Commission, the final invoice and supporting documentation must be submitted to the Commission in acceptable format by August 15, 2017.

**PART II**  
**TRANSPORTATION DISADVANTAGED PLANNING GRANT**  
**APPLICATION INSTRUCTIONS AND FORMS**

**GENERAL INSTRUCTIONS**

This part presents instructions in preparing for the execution of the grant agreement.

- A.** Although specific instructions on the preparation of the grant application are provided, additional assistance may be obtained by contacting the Commission, (850) 410-5700.
  
- B.** A complete application package shall be submitted to the Commission and consists of the following form(s): Planning Grant Application Form and Transfer Planning Grant Funds to CTC Request Form (if applicable). A signed Authorizing Resolution is required prior to the execution of the grant agreement. The application package can be submitted to the assigned CTD project manager via email.

**NOTE:** For those planning agencies who are responsible for more than one service area that has not been designated as a multi-county service area, a separate application package must be submitted for each service area. However, one original resolution will satisfy the requirement for each service area.

- C.** Upon receipt of the grant agreement, print two copies, execute and return both original signed copies of the grant agreement to:

**Florida Commission for the Transportation Disadvantaged**  
**605 Suwannee Street, Mail Station 49**  
**Tallahassee, Florida 32399-0450**

- D.** A resolution by the governing body addressing the authority to enter into the grant agreement is mandatory. The resolution can be returned with the signed grant agreement.

**E. TIMETABLE**

**JULY 1**                      Earliest date that grant agreements can be effective for these grant funds. Commission's fiscal year begins on July 1. Contracts not executed prior to July 1 will begin on the date of execution.

**JUNE 30**                      All Grant Agreements will terminate on June 30<sup>th</sup> the following year.

# **TRANSPORTATION DISADVANTAGED PLANNING GRANT APPLICATION FORM INSTRUCTIONS**

Except for the following notes, the grant application form is essentially self-explanatory. If questions arise, please contact the Commission.

GRANT RECIPIENT LEGAL NAME: The full legal name of the grant recipient's organization, not an individual. Name must match Federal ID number and the information registered with MyFloridaMarketPlace.

FEDERAL EMPLOYER IDENTIFICATION NUMBER: The number used by all employers within the United States to identify their payroll and federal income tax. Name must match Federal ID number and the information registered with MyFloridaMarketPlace.

REGISTERED ADDRESS: This should be the grant recipient's mailing address as registered in MyFloridaMarketPlace, and will be the address on the grant agreement. This address should also be consistent with the address associated with your Federal Employer Identification (FEI) Number. The grant recipient should notify the Commission and MyFloridaMarketPlace when an address change occurs.

PHONE NUMBERS AND E-MAIL ADDRESS: To facilitate faster communications, the grant recipient should also include telephone and fax numbers and an e-mail address used by the grant recipient. Inclusion of an e-mail address is **mandatory** for receipt of the grant agreement.

PROPOSED PROJECT START DATE: The start date shall be July 1<sup>st</sup> each fiscal cycle or date of grant agreement execution if later than July 1<sup>st</sup>.

## **TRANSFER PLANNING GRANT FUNDS TO CTC REQUEST FORM**

Any planning agency which does not intend to use all of its allocated planning funds should notify the respective CTC to determine if the funds can be utilized for trips in the service area. If both parties agree, complete this form to include the amount to transfer and return with the grant application form. This form is only required as part of the application package if a transfer of funds is desired.

## **AUTHORIZING RESOLUTION INSTRUCTIONS**

A resolution authorizing an individual and/or position to sign the grant agreement and subsequent agreements, invoices, assurances, etc., must be completed by the grant recipient's governing body. A sample resolution is provided for convenience. It is not required that this sample resolution be used as long as the same basic information is included. The resolution must include signatures. Remember that the resolution can be good for an extended period or for multiple contracts if worded accordingly.

# GRANT APPLICATION FORMS

- Planning Grant Application Form
- Transfer Planning Grant Funds to CTC Request Form
- Sample Authorizing Resolution Form



# Transportation Disadvantaged Planning Grant Application Form

<b>Grant Recipient Legal Name</b>	Enter Grant Recipient Name		
<b>Federal Employer Identification Number</b>	Enter Federal ID #		
<b>Registered Address</b>	Enter Address		
<b>City and State</b>	Enter City & State	<b>Zip Code</b>	Enter ZIP
<b>Contact Person for this Grant</b>	Enter Contact Person	<b>Phone Number</b> <i>Format 111-111-1111</i>	Enter Phone#
<b>E-Mail Address [Required]</b>	Enter Email Address	<b>Fax Number</b> <i>Format 111-111-1111</i>	Enter FAX#
<b>Project Location [County(ies)]</b>	Enter Counties	<b>Proposed Project Start Date</b>	Enter Date
		<b>End Date</b>	Enter Date
<b>Fiscal Year Budget Allocation</b>			
Planning Funds Transferred to Trip & Equipment Grant			Enter \$ Amount
Grant Amount Requested for this Application Period			Enter \$ Amount
<i>Total Budget Allocation Amount</i>			<b>\$ 0.00</b>

I, Name of Grant Representative , as the authorized Grant Recipient Representative, hereby certify that the information contained in this form is true and accurate and is submitted in accordance with the grant application instructions.

\_\_\_\_\_  
**Signature of Grant Recipient Representative**

Enter Date  
**Date**



## Transportation Disadvantaged Transfer Planning Grant Funds to CTC Request Form

Do not complete this form unless you plan to transfer all or a portion of your allocated Planning Agency funds to the CTC during this Grant Cycle

<b>Date</b>	Enter Date		
<b>To</b>	Florida Commission for the Transportation Disadvantaged	<b>CTD Area Project Manager</b>	Enter CTD Area Project Manager Name
<b>From</b>	Enter Point of Contact Name	<b>Phone</b> <small>Format 111-111-1111</small>	Enter Phone Number
<b>Planning Agency</b>	Enter Planning Agency Name	<b>County</b>	Enter County Name
<b>Transfer To</b>	Enter Name of CTC		

### Only One County Per Form

Planning Fund Allocation Transferred to Trip & Equipment Grant			
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; text-align: center;"><b>State</b></td> <td>Enter \$ Amount</td> </tr> </table>	<b>State</b>	Enter \$ Amount
<b>State</b>	Enter \$ Amount		

PlanningGrantTransferFundsRequestForm20160422  
Form Revised 4/22/2016



## Transportation Disadvantaged Sample Authorizing Resolution Form

A RESOLUTION of the BOARD OF DIRECTORS of the Enter Name of Grant Recipient (Recipient), hereinafter BOARD, hereby authorizes the execution of a Transportation Disadvantaged Trust Fund Grant Agreement with the Florida Commission for the Transportation Disadvantaged.

WHEREAS, this BOARD is eligible to receive a Transportation Disadvantaged Trust Fund Grant and to undertake a transportation disadvantaged service project as authorized by Section 427.0159, Florida Statutes, and Rule 41-2, Florida Administrative Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

1. The BOARD has the authority to enter into this grant agreement.
2. The BOARD authorizes Enter Name of Recipient's Representative to execute the grant agreement on behalf of the Enter Name of Grant Recipient with the Florida Commission for the Transportation Disadvantaged.
3. The BOARD'S Registered Agent in Florida is Enter Name of Registered Agent. The Registered Agents address is: Enter Address of Registered Agent.
4. The BOARD authorizes Enter Name of Recipient's Representative to sign any and all agreements or contracts which are required in connection with the grant agreement.
5. The BOARD authorizes Enter Name of Recipient's Representative to sign any and all assurances, reimbursement invoices, warranties, certifications and any other documents which may be required in connection with the agreement or subsequent agreements.

DULY PASSED AND ADOPTED THIS Enter Day DAY OF Enter Month and Year  
BOARD OF Enter Name of Board

Enter Name of Chairperson  
Name of Chairperson

\_\_\_\_\_  
Signature of Chairperson

ATTEST: \_\_\_\_\_  
Signature



# Transportation Disadvantaged Planning Grant Application Form

Grant Recipient Legal Name	Lee County Metropolitan Planning Organization		
Federal Employer Identification Number	800756648		
Registered Address	P.O. Box 150045		
City and State	Cape Coral, FL	Zip Code	33915-0045
Contact Person for this Grant	Donald Scott	Phone Number <i>Format 111-111-1111</i>	239-330-2241
E-Mail Address <i>[Required]</i>	dscott@leempo.com	Fax Number <i>Format 111-111-1111</i>	239-790-2695
Project Location <i>[County(ies)]</i>	Lee	Proposed Project Start Date	7/1/2016
		End Date	6/30/2017
<b>Fiscal Year Budget Allocation</b>			
	Planning Funds Transferred to Trip & Equipment Grant		Enter \$ Amount
	Grant Amount Requested for this Application Period		33,034
	<i>Total Budget Allocation Amount</i>		<b>\$ 0.00</b>

I, Donald Scott , as the authorized Grant Recipient Representative, hereby certify that the information contained in this form is true and accurate and is submitted in accordance with the grant application instructions.

\_\_\_\_\_  
*Signature of Grant Recipient Representative*

5/20/2016  
*Date*



## **APPOINTMENT OF A CITIZEN AT-LARGE MEMBER TO THE BICYCLE PEDESTRIAN COORDINATING COMMITTEE**

**RECOMMENDED ACTION:** Approve the appointment of Ms. Jennifer Hagen as an At-Large Citizen Member to the BPCC (***Application attached***).

The MPO's Bicycle Pedestrian Coordinating Committee (BPCC) membership includes four (4) seats for At-large Citizen Members of which one (1) seat is currently vacant. Staff has now received a completed BPCC application from an interested Lee County resident to fill the vacant seat. The applicant meets all membership requirements based on the information that has been provided.

### **BPCC Bylaw At-Large Membership Requirements**

Section 4: paragraphs (d) and (e) of the BPCC Bylaws also spell out membership requirements that must be considered when making At-Large appointments to the BPCC:

- D. In the case of At Large Citizen Members, appointments shall be made by the MPO Policy Board. All such appointments are subject to ratification by a majority of members of the MPO at a regular MPO meeting at which a quorum is present.
  
- E. The At Large Citizen Members of the BPCC shall be citizens and year-round residents of the Metropolitan Planning Organization's transportation study area. Members or their immediate family members (spouse, child, parent or sibling) shall not be declared candidates or elected officials of the Lee County Commission, municipalities in Lee County or Lee County Constitutional Officers. The At Large members shall not be employees of any of the local governments represented on the MPO or of the state or federal departments of transportation. Should the status of any of these BPCC members change in such a way as to disqualify him/her from membership under the terms of this paragraph, his/her membership shall automatically terminate. Those who thus become ineligible for BPCC membership shall provide written notice to the MPO staff the BPCC Chairman.



BPCC APPLICATION FOR AT - LARGE CITIZEN MEMBERS



Bicycle Pedestrian Coordinating Committee Application  
(For At-Large Citizen Members Only)

Return Application to: Lee County Metropolitan Planning Organization  
Johnny Limbaugh  
P.O. Box 150045  
Cape Coral, FL 33915-0045  
Phone: (239) 330-2242 Fax: (239) 790-2695  
Email: [jlimbaugh@leempo.com](mailto:jlimbaugh@leempo.com)

Please note: Your application will remain active in the MPO's Office for one (1) year. Resumes may be included; however, the application MUST still be completed. Read "Important Information" section on the second page of the application, then sign and date the application. (Use additional pages as needed.)

PLEASE TYPE OR PRINT IN INK

Date: 05/11/2016 City: Fort Myers  
Name: Hagen Jennifer Anne Duffald  
Last First Middle  
Address: 1462 Sandra Drive  
City: Fort Myers Florida Zip: 33901  
Home Telephone: 292-1739 Contact Time: evenings  
Email Address: jduffald@hotmail.com  
Referred By: Dan Moser Date Available: 06/2016

Please list any Advisory Boards/Committees to which you are currently appointed:

- 1. BPCC - existing vice chair (rep for Bonita Springs) but change
- 3. \_\_\_\_\_ of employment.
- 2. \_\_\_\_\_
- 4. \_\_\_\_\_

Occupation (Or if retired, please indicate): Extension Agent (FCS)  
Employer: University of Florida  
Address: 3410 Palm Beach Blvd. 33916  
Phone: 533-4327 Contact Time: 8:30-5pm

**BPCC APPLICATION FOR AT - LARGE CITIZEN MEMBERS**

Application for Bicycle Pedestrian Coordinating Committee (Attach additional sheets or a resume if necessary)

Complete the following: (Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee. Please list all public involvement activities you been involved in (include efforts outside the local area). Should you feel it appropriate, you may include academic, vocational, and skill training; diplomas, degrees and certification; licenses and other background information).

Please describe any public involvement or community service you've been involved in either locally or otherwise.

Would you be willing to serve on other advisory boards? **IMPORTANT INFORMATION:**

• Florida State Statute 119.07 designates that this application as a public document be made available for anyone requesting to view it.

Applicant's Signature: [Handwritten Signature]  
Date Signed: 05/12/2014

Are you related to any member of the Lee County MPO?  
       YES   X   NO

**ELIGIBILITY REQUIREMENTS OR DESIRED QUALIFICATIONS FOR MEMBERSHIP ON THE BICYCLE PEDESTRIAN COORDINATING COMMITTEE:**

To assist the Lee County MPO in its selection process, please check as many of the following categories that apply to you:

- 1. Are you a US Citizen YES
- 2. Year-round resident of:
  - a. Lee County (Unincorporated area)
  - b. City of Cape Coral
  - c. City of Fort Myers   ✓
  - d. City of Bonita Springs
  - e. City of Sanibel
  - f. Town of Fort Myers Beach

- 3. Member of one of the following organizations or group:
  - a. Florida Engineering Society
  - b. Chamber of Commerce
  - c. NAACP
  - d. Historical Preservation Society
  - e. A Homeowners' Association
  - f. A Local Environmental Group   ✓
  - g. Home Builders Association
  - h. Lee County School Board
  - i. Agricultural Community
  - j. Other          ✓

USGBC Gulf Coast chapter, FGBC member / SW Community Foundation Sustainability Committee etc

**BPCC APPLICATION FOR AT - LARGE CITIZEN MEMBERS**

4. Representative of one of the following:

- a. Persons with Disabilities \_\_\_\_\_
- b. Public Libraries \_\_\_\_\_
- c. Education \_\_\_\_\_
- d. Florida Department of HRS \_\_\_\_\_
- e. United Way \_\_\_\_\_
- f. Elderly Health Care Consumers \_\_\_\_\_
- g. Nongovernmental Health Care Consumers \_\_\_\_\_
- h. Consumers of Regular Bus Service \_\_\_\_\_
- i. Developmental Disability Services \_\_\_\_\_
- j. The Elderly \_\_\_\_\_
- k. Veterans \_\_\_\_\_
- l. Criminal Justice \_\_\_\_\_
- m. Health and Rehabilitative Services \_\_\_\_\_
- n. Other Lee County / IFAS office

5. Professional/Career Credentials:

- a. Registered Architect \_\_\_\_\_
- b. Licensed Attorney \_\_\_\_\_
- c. Licensed Engineer \_\_\_\_\_
- d. Licensed Building Contractor \_\_\_\_\_
- e. Licensed Electrical Contractor \_\_\_\_\_
- f. Licensed General Contractor \_\_\_\_\_
- g. Licensed Heating/Air Conditioning Contractor \_\_\_\_\_
- h. Licensed Plumbing Contractor \_\_\_\_\_
- i. Fire Official \_\_\_\_\_
- j. Geologist \_\_\_\_\_
- k. Licensed Health Professional \_\_\_\_\_
- l. Realtor \_\_\_\_\_
- m. Subcontractor (especially in building trades) \_\_\_\_\_
- n. Owner or Operator of Motel/Hotel, etc. \_\_\_\_\_
- o. Licensed Veterinarian \_\_\_\_\_
- p. Judge of the Family Law Division \_\_\_\_\_
- q. Land Surveyor \_\_\_\_\_
- r. Other USGBC LEED AP BD+C

6. Knowledge, training, background, interest or experience in:

- a. Natural Sciences: Ecology, Biology, Botany, etc.
- b. Education
- c. Banking or Finance \_\_\_\_\_
- d. Real Estate \_\_\_\_\_
- e. Planning, Engineering, Environment
- f. The Development Industry
- g. Technical Codes (Building Codes)
- h. Archaeological, Historical Matters
- i. Architectural Development and Planning
- j. Historical Preservation
- k. Rehabilitation (related to health matters) \_\_\_\_\_
- l. Tourist Industry \_\_\_\_\_
- m. Child Advocate \_\_\_\_\_
- n. Agriculture \_\_\_\_\_
- o. Other \_\_\_\_\_

Govt Planning, multimodal transportation and family and consumer sciences  
 \* existing vice-chair of BPCC

## BPCC APPLICATION FOR AT - LARGE CITIZEN MEMBERS

The Lee County MPO strives to ensure equal access for minorities, women, low income and those with disabilities to serve on advisory boards/committees.

The information below is voluntary only:

### 7. Ethnic Background:

- a. African American \_\_\_\_\_
- b. Asian American \_\_\_\_\_
- c. American Woman  \_\_\_\_\_
- d. Hispanic American \_\_\_\_\_
- e. Native American \_\_\_\_\_
- f. Multi-lingual \_\_\_\_\_
- g. Other \_\_\_\_\_

### 8. Family Income Level:

- a. Less than \$20,000 per year \_\_\_\_\_
- b. Between \$20,001 and \$40,000 \_\_\_\_\_
- c. Between \$40,001 and \$60,000 \_\_\_\_\_
- d. Greater than \$60,000 per year  \_\_\_\_\_

### 9. Family Size

- a. One or two people \_\_\_\_\_
- b. Three or four people  \_\_\_\_\_
- c. Five or six people \_\_\_\_\_
- d. Greater than six people \_\_\_\_\_

**REVIEW AND APPROVAL OF AMENDMENTS TO THE  
FY 2015/16 THROUGH FY 2019/20 TRANSPORTATION  
IMPROVEMENT PROGRAM (TIP) TO ADD FTA SECTION  
5310 OPERATING AND CAPITAL GRANT FUNDING**

**RECOMMENDED ACTION:** Approval of amendments to the FY 2015/16 through FY 2019/20 Transportation Improvement Program (TIP) to add FTA Section 5310 operating and capital grant funding for enhancing the mobility of Seniors and Persons with Disabilities.

The MPO is amending the FY 2015/16 through FY 2019/20 Transportation Improvement Program to add Federal Transit Administration (FTA) transit operating grant funding for the Dr. Piper Center for Social Services, Good Wheels and the Hope Hospice and Community Services Inc. and capital grant funding for Good Wheels, the Hope Hospice and Community Services Inc. and the United Cerebral Palsy of Southwest Florida for the enhanced mobility of Seniors and Persons with Disabilities.

The grant allocation for operating funding for the Dr. Piper Center for Social Services is listed below:

FPN Number	Federal Project Description	Phase Group	Amount	Funding Type	Fiscal Year	Comments
438963-1	FTA Section 5310 - Enhanced Mobility of Seniors and Persons with Disabilities - Operating	Operating	\$50,000	DU	2016	Funds were apportioned to the state in FY 2015 and were programmed in late FY 2016
		Operating	\$50,000	LF	2016	

The grant allocation for operating funding for Good Wheels is listed below:

FPN Number	Federal Project Description	Phase Group	Amount	Funding Type	Fiscal Year	Comments
438961-1	FTA Section 5310 - Enhanced Mobility of Seniors and Persons with Disabilities - Operating	Operating	\$115,638	DU	2016	Funds were apportioned to the state in FY 2015 and were programmed in late FY 2016
		Operating	\$115,638	LF	2016	

The grant allocation for operating funding for Hope Hospice and Community Services Inc. is listed below:

FPN Number	Federal Project Description	Phase Group	Amount	Funding Type	Fiscal Year	Comments
436947-1	FTA Section 5310 – Operating Assistance for Hope Hospice	Operating	\$64,155	DU	2016	Funds were apportioned to the state in FY 2015 and were programmed in late FY 2016
		Operating	\$64,155	LF	2016	

The grant allocation for capital funding for Good Wheels is listed below:

FPN Number	Federal Project Description	Phase Group	Amount	Funding Type	Fiscal Year	Comments
435210-1	FTA Section 5310 – Purchase of Six Low Floor Mini-Vans	Capital	\$221,962	DU	2016	Funds were apportioned to the state in FY 2015 and were programmed in late FY 2016
	One Tire Changer Wheel Lift One Balancer Wheel Lift	Capital	\$21,760	DH	2016	

The grant allocation for capital funding for Hope Hospice and Community Services Inc. is listed below:

FPN Number	Federal Project Description	Phase Group	Amount	Funding Type	Fiscal Year	Comments
435210-1	FTA Section 5310 – Purchase Glavel 26' Bus with Wheel Chair Lift	Capital	\$67,800	DU	2016	Funds were apportioned to the state in FY 2015 and were programmed in late FY 2016



The grant allocation for capital funding for United Cerebral Palsy of Southwest Florida is listed below:

FPN Number	Federal Project Description	Phase Group	Amount	Funding Type	Fiscal Year	Comments
435210-1	FTA Section 5310 – Purchase Two Dodge Grand Caravan Mini-Vans	Capital	\$74,557	DU	2016	Funds were apportioned to the state in FY 2015 and were programmed in late FY 2016

The MPO Board is being asked to approve the amendments to add these projects to the Transportation Improvement Program. The TAC and CAC, at their respective May 5, 2016 meetings, unanimously approved this agenda item.



# RESOLUTION 16-10

## A RESOLUTION OF THE LEE COUNTY METROPOLITAN PLANNING ORGANIZATION APPROVING AMENDMENTS TO THE FY 2015/2016 THROUGH FY 2019/2020 TIP TO ADD SECTION 5310 OPERATING AND CAPITAL GRANT FUNDING FOR ENHANCING THE MOBILITY OF SENIORS AND PERSONS WITH DISABILITIES

*Whereas*, the Lee County Metropolitan Planning Organization has been established and charged with the responsibility to evaluate the adequacy of the transportation planning process; and

*Whereas*, the Lee County MPO has reviewed the amendments to the FY 2015/2016 through FY 2019/2020 Transportation Improvement Program and finds it consistent with the goals and objectives of the Transportation Plan; and

*NOW THEREFORE, BE IT RESOLVED by the Lee County Metropolitan Planning Organization Board:*

1. That the attached amendments to add FTA Section 5310 operating grant funding for the Dr Piper Center for Social Services, Good Wheels and the Hope Hospice and Community Services Inc. and FTA Section 5310 capital grant funding for Good Wheels, the Hope Hospice and Community Services Inc. and the United Cerebral Palsy of Southwest Florida is approved.

PASSED AND DULY ADOPTED this 20<sup>th</sup> day of May 2016.

LEE COUNTY METROPOLITAN PLANNING ORGANIZATION

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Commissioner Brian Hamman, MPO Chair

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Derek Rooney, MPO Attorney

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Donald Scott, Lee County MPO Executive Director



## **ADOPTION OF FY 2016/2017 AND FY 2017/2018 UNIFIED PLANNING WORK PROGRAM**

- RECOMMENDED ACTION:**
1. Adopt the revised FY 2016/2017 and FY 2017/2018 Unified Planning Work Program (**Document on the enclosed CD**).
  2. Adopt Resolution 16-11 (**attached**) authorizing the Chair to execute and file the grant application for Federal Transit Administration (FTA) Section 5305 funding for transit planning tasks identified in FY 2016/2017.
  3. Authorize the Chairman to certify the adoption of the FY 2016/17 and 2017/2018 Unified Planning Work Program by signing the cover, the Lobbying Certification Statement, the Debarment and Suspension Certification, the Disadvantaged Business Enterprise Utilization and the Title VI Non-Discrimination Policy Statement as well as the Joint Certification Statement in Appendix D.

The first draft of the MPO's Unified Planning Work Program (UPWP) for fiscal year 2016/2017 and fiscal year 2017/2018 was provided at the March meetings. The draft UPWP was then submitted to the Florida Department of Transportation (FDOT), the Federal Highway Administration (FHWA) and the Federal Transit Administration for their review and comments. The comments that were received from FDOT, FHWA and FTA are included in Appendix J and the final draft for the MPO's approval includes addressing the comments that the MPO has received to date.

Included in the UPWP is the Section 5305 planning grant application and this grant is awarded to the MPO each year to support the transit planning activities described in the MPO's Unified Planning Work Program. Funding is provided from federal (80%) and state (10%) with a required local match of 10%. The local matching funds are provided by Lee Tran and the MPO for the tasks that are undertaken.

The TAC and CAC unanimously approved this item, at their respective meetings held on May 5, 2016.



# RESOLUTION 16-11

## A RESOLUTION OF THE LEE COUNTY METROPOLITAN PLANNING ORGANIZATION AUTHORIZING THE FILING OF A GRANT APPLICATION FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 40 U.S.C. CHAPTER 53, TITLE 23 UNITED STATES CODE, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION.

*Whereas*, the Federal Transit Administration has been delegated authority to award Federal financial assistance for a transportation project; and

*Whereas*, the grant or cooperative agreement for Federal financial assistance will impose certain obligations upon the Applicant, and may require the Applicant to provide the local share of the project cost; and

*Whereas*, the Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

*NOW THEREFORE, BE IT RESOLVED by the Lee County Metropolitan Planning Organization:*

1. That the Chair or Vice-Chair is hereby authorized to execute and file an application for Federal assistance on behalf of the Lee County Metropolitan Planning Organization with the Federal Transit Administration, through the Florida Department of Transportation (FDOT), for Federal assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, of other Federal Statutes authorizing a project administered by the Federal Transit Administration.
2. That the Chair or Vice-Chair is hereby authorized to execute and file with such grant application, through the FDOT, the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a Federal assistance grant or cooperative agreement;
3. That the Lee County MPO Director and the LeeTran Director are authorized to furnish such additional information as the Federal Transit Administration may require in connection with the grant agreement for the program of projects and if there is a change in the funding when the final budget figures are released, that the MPO Director may revise the forms accordingly, have them resigned by the MPO Chair and resubmitted:

PASSED AND DULY ADOPTED this 20<sup>th</sup> day of May 2016.

LEE COUNTY METROPOLITAN PLANNING ORGANIZATION

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Commissioner Brian Hamman, MPO Chair

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Donald Scott, Lee County MPO

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Derek Rooney, MPO Attorney





## CONFIRMATION OF THE MPO BOARD VICE-CHAIR ELECTION

**RECOMMENDED ACTION:** To confirm the election of the Vice-Chair to the MPO Board.

At the December MPO Board meeting, the election of the officers included a vote for the Vice-Chair that was only identified as the Town of Fort Myers Beach (following the rotation of members as identified in the bylaws), awaiting an appointment following the Town's election in March. The Board now needs to confirm the election of Fort Myers Beach Council Member Tracey Gore to the office of Vice Chair, consistent with the confirmation language listed in the bylaws (see below):

“Officers shall be voting members of the Metropolitan Planning Organization and elected by the majority of the members present at the organizational meeting and shall serve a term of one year, starting with the new calendar year. Although individually elected, it is nevertheless recognized that for the benefit of Lee County as a whole, the position of Chairperson should be rotated amongst each of the representative governmental entities on a regular basis with the incoming jurisdiction, though not the necessarily the same Board member, in any given year holding the position of Vice Chairperson in the preceding year. In the event that the specific member holding either the Chair or Vice Chair resigns, and is not merely absent, from the Board before the completion of their term, their jurisdiction may appoint with the Board's confirmation another member to complete the remainder of the term.”



**REVIEW OF THE DRAFT FY 2016/2017 – FY 2020/2021  
TRANSPORTATION IMPROVEMENT PROGRAM**

**DISCUSSION ITEM:**

Enclosed on the CD is the draft FY 2016/2017 - FY 2020/2021 Transportation Improvement Program (TIP) for the Board's review prior to final approval at the June meeting. Staff will provide an overview of the TIP at the meeting that will include comments that we have received so far and a comparison to last year's priority submittals.



## **REVIEW OF THE PROPOSED AMENDMENTS TO THE 2040 LONG RANGE TRANSPORTATION PLAN**

**RECOMMENDED ACTION:** Review and comment on the proposed amendments to the 2040 Long Range Transportation Plan (LRTP).

The MPO staff is proposing several LRTP amendments to be voted on at the June meeting to address the advancement the SR 82 SIS projects, the moving up of the Big Carlos Bridge replacement project to seek federal/state funding assistance in the FY 21-25 time frame and to address comments we have received from FDOT. **Attached** are the proposed changes to the Existing plus Committed table covering the SR 82 project additions. Also **attached** are the proposed changes to the State/Other Arterial table showing the advancement of the construction phase for the Big Carlos Bridge project from 2026-2030 to 2021-2025 and the delaying of the construction phase for the Metro Parkway project from 2021-2025 to 2026-2030 to balance the funding.



Lee County MPO 2040 LRTP  
Existing plus Committed Projects through 2020

Proj #	Roadway	Limit From	Limit To	# Lanes Currently	# Lanes Programmed	Phase Funded (Year Funded)
1	I-75	SR 80	SR 78	4	8	CST (Under CST)
2	SR 739 (Metro Parkway)	Winkler Avenue	Fowler Avenue	N/A	6	CST (Under CST)
3	Burnt Store Road	SR 78 (Pine Island Rd)	Tropicana	2	4	ROW (underway), CST (FY 18/19)
4	SR 78 (Pine Island Road)	Burnt Store Road	Chiquita Blvd.	2	4	Completed
5	I-75	Interchange at SR 884 (Colonial Blvd.)			Interchange	PE (underway), ROW (FY 19/20)
6	SR 82 (Immokalee Road)	Shawnee Road	Alabama	2	6	PE (underway), ROW (underway)
7	SR 82 (Immokalee Road)	Colonial/Lee Blvd.	Shawnee Road	2	6	ROW (FY 15/16), CST (FY 17/18-16/17)
8	SR 82 (Immokalee Road)	Alabama Road	Homestead Road	2	4	PE (underway), ROW (underway), CST (FY 17/18)
9	SR 82 (Immokalee Road)	Homestead Road	Hendry County line	2	4	PE (underway), ROW (underway), CST (FY 17/18)
10	Alico Road	Ben Hill Griffin Pkwy.	Airport Haul Road	2	4	PE (underway), CST (FY 17/18)
11	Homestead Road	Sunrise	Alabama	2	4	ROW (underway), CST (FY 15/16)
12	North Airport Rd Ext.	Current Terminus P.O.	Metro Parkway	N/A	2	CST (TBD)
13	Hanson Street Ext.	Veronica Shoemaker	Ortiz Avenue	N/A	2	PE, ROW (underway), CST (FY 19/20)
14	SR 31	SR 80 (Palm Beach Blvd.)	CR 78 (N. River Road)	2	4	PDE (underway) - On Hold
15	Signal Interconnection Project Phase I					CST (completed June 2015)
16	Signal Interconnection Project Phase II					PE (underway), CST (FY 16/17)
17	Ortiz Avenue	SR 82 (Dr. Martin Luther King Blvd.)	Luckett Road	2	4	ROW (underway)
18	Luckett Road	Ortiz Avenue	I-75	2	4	ROW (underway)
19	I-75	S. of SR 78 (Bayshore Rd)	Lee/Charlotte Co.L	4	6	Completed
20	SR 739 (Metro Parkway)	Daniels Parkway	Winkler Avenue	4	6	PE (underway), ROW (FY 18/19, 19/20 & 20/21)
21	San Carlos	Esteros Blvd	Summerlin	5	5	PD&E (underway), PE (FY 18/19)
22	Burnt Store Road	Tropicana	Diplomat	2	4	ROW (underway), CST (FY 16/17 & 17/18)
23	Burnt Store Road	Diplomat	Van Buren	2	4	ROW (underway), CST (FY 14/15)
24	Signal Interconnection Phase III					PE (FY 18/19)
25	Alico Connector	Alico Road	SR 82	0	4	ROW (FY 19/20)
26	Cape Coral Bridge Reconstruct	Westbound Span		2	2	PE (FY 19/20)
27	Colonial Blvd	McGregor	US 41	3	3	Study (FY 18/19)
28	Crystal Drive	US 41	Metro Parkway	2	2LD	PE (FY 18/19), ROW (FY 19/20)
29	Esteros Blvd	Segment 1		2LD	2LD	PE (underway), CST (FY 15/16)
30	Esteros Blvd	Segment 2		2LD	2LD	PE (underway), CST (FY 15/16)
31	Esteros Blvd	Segment 3		2LD	2LD	PE (FY 16/17), CST (FY 17/18)
32	Esteros Blvd	Segment 4		2LD	2LD	PE (FY 18/19), CST (FY 19/20)
33	Kismet/Littleton Realignment	E. End of Kismet to Littleton Rd		2	2	PE (FY 16/17), ROW (FY 17/18), CST (FY 18/19)
34	Ortiz Avenue	Colonial	MLK	2	4	PE (17/18)
35	Ortiz Avenue	Luckett	SR 80	2	4	ROW (underway)
36	Three Oaks Ext.	Alico Road	Daniels Parkway	0	4	ROW (FY 17/18 & FY 19/20)
37	Old US 41	Tennessee	Weeks	2	Reconst.	PE (underway), CST (FY 15/16)
38	Bus US 41	Swan Lake	US 41	2	4	CST (completed March 2015)
39	Old US 41	Collier County line	Bonita Beach Road	2	4	PD&E (FY 18/19)
40	Big carlos Bridge				Bridge	PE (FY 17/18)
41	New Pass, Little Carlos & Hickory Pass Bridges				Bridges	PE (FY 17/18)
42	Logan Boulevard	Collier County line	Bonita Beach Road	0	2	PE (FY 17/18)

Acronyms:

PD&E - Project Development & Environment Study

PE - Preliminary Engineering/Design Phase

ROW - Right-of-Way Phase

CST - Construction Phase

Table B-2: Cost Feasible Projects: Road Projects – State/Other Arterial (in \$1,000)

Road Name	From	To	Improvement	Phase	2021-2025	2026-2030	2031-2040	Total Cost (YOE)	Total Cost (PDC)
Countywide Signal System Updates, Final Phase			ITS	CST	\$10,160	\$0	\$0	\$10,160	\$8,000
Metro Parkway	Daniels Parkway	south of Winkler Avenue	Widen 4L to 6L	CST	<del>\$57,040</del> 0	<del>\$0</del> 67,370	\$0	<del>\$57,040</del> 67,370	<del>\$44,920</del> \$44,920
Big Carlos Bridge Replacement			Reconstruct Bridge	PE	\$1,530	\$0	\$0	\$1,530	\$1,250
Big Carlos Bridge Replacement			Reconstruct Bridge	CST	<del>\$0</del> 32,260	<del>\$37,600</del> 0	\$0	<del>\$37,600</del> 32,260	<del>\$25,040</del> \$25,040
I-75/Corkscrew Road Interchange			Interchange	PE	\$7,310	\$0	\$0	\$7,310	\$6,000
San Carlos Boulevard	Summerlin Road	Crescent Street	TBD in PD&E	ROW	\$10,000	\$0	\$0	\$10,000	\$8,200
San Carlos Boulevard	Summerlin Road	Crescent Street	TBD in PD&E	CST	\$10,000	\$0	\$0	\$10,000	\$8,200
Old US 41	Collier County Line	Bonita Beach Road	Widen 2L to 4L	PE	\$2,160	\$0	\$0	\$2,160	\$1,770
Old US 41	Collier County Line	Bonita Beach Road	Widen 2L to 4L	ROW	\$0	\$8,820	\$0	\$8,820	\$4,800
Old US 41	Collier County Line	Bonita Beach Road	Widen 2L to 4L	CST	\$0	\$17,730	\$0	\$17,730	\$11,820
SR 78	Santa Barbara Boulevard	east of Pondella	Widen 4L to 6L	PE	\$0	\$0	\$7,490	\$7,490	\$4,800
SR 78	Santa Barbara Boulevard	east of Pondella	Widen 4L to 6L	CST	\$0	\$0	\$61,130	\$61,130	\$32,000
Burnt Store Road	Van Buren Parkway	Charlotte County Line	Widen 2L to 4L	PE	\$0	\$11,480	\$0	\$11,480	\$8,320
Burnt Store Road	Van Buren Parkway	Charlotte County Line	Widen 2L to 4L	ROW/CST	\$0	\$0	\$70,000	\$70,000	\$78,370
First and Second Streets	Fowler Street	Seaboard Street	1 way to 2 way	PD&E/PE	\$1,820	\$0	\$0	\$1,820	\$1,500
First and Second Streets	Fowler Street	Seaboard Street	1 way to 2 way	CST	\$0	\$3,000	\$0	\$3,000	\$2,000
Fowler Street	Metro Parkway/Fowler Street Cross-over	Dr Martin Luther King Jr Boulevard	4LUD to 4LD	PD&E	\$2,440	\$0	\$0	\$2,440	\$2,000
Fowler Street	Metro Parkway/Fowler Street Cross-over	Dr Martin Luther King Jr Boulevard	4LUD to 4LD	PE	\$0	\$4,830	\$0	\$4,830	\$3,500
SR 31	SR 80	Charlotte County Line	Widen 2L to 4L	PE	\$0	\$8,700	\$0	\$8,700	\$4,130
Cape Coral Evacuation Study			Access	Planning	\$300	\$0	\$0	\$300	\$250
Del Prado Boulevard Interchange			New Interchange	IUR	\$1,250	\$0	\$0	\$1,250	\$1,020
Major Intersections			Operational Studies	P/R/CST	\$2,450	\$12,000	\$55,000	\$69,450	\$38,740
<b>Project Phases – PD&amp;E: Project Development and Environment; PE: Project Engineering and Design; ROW: Right-of-way Acquisition; CST: Project Construction</b>					<b>Total Cost:</b>	<b>\$106,460</b>	<b>\$104,160</b>	<b>\$193,620</b>	<b>\$261,960</b>
					<b>Revenues:</b>	<b>\$100,200</b>	<b>\$95,400</b>	<b>\$206,640</b>	<b>N/A</b>
						<u>\$81,680</u>	<u>\$133,930</u>	<u>\$409,230</u>	