

METROPOLITAN PLANNING ORGANIZATION BOARD

9:00 a.m., Friday, September 18, 2015
City of Cape Coral Council Chambers
1015 Cultural Park Boulevard
Cape Coral, Florida 33990
239-244-2220



AGENDA

Call to Order

Pledge of Allegiance

Roll Call

- 1 Citizens Advisory Committee Meeting Report
- 2 Bicycle Pedestrian Coordinating Committee Report
- 3 Public Comments will be Taken at Each Item

New Business

4. *Election of a Chair for the MPO Board (Don Scott)
5. *Approval of CAC Appointments (Johnny Limbaugh)
6. *Approval of Revised Amendments to the FY 2014/2015 & 2015/2016 Unified Planning Work Program to match the FTA 5305 Transit Planning funding allocations (Don Scott)
7. *Review and Approval of the General Planning Consultant Contracts (Johnny Limbaugh)
8. *Approval of the General Public Involvement Services Firms Selection Committee Ranking and Recommendation (Johnny Limbaugh)
9. +Update on the Development of the 2040 Long Range Transportation Plan (Don Scott)
10. +Review of the Updated Public Involvement Plan to send it out for Public Comment (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

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 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 Coral, Florida 33915-0045.

ELECTION OF A CHAIR FOR THE MPO BOARD

RECOMMENDED ACTION: Councilman Leonardo has resigned from the MPO and we now need to elect a Chair for the MPO Board.

Councilman Leonardo resigned from the MPO Board on August 24, 2015 and the Board needs to elect a Chair. Over the last few years we have elected the officers in December with the terms running from February 1st through January 31st. Listed below is the order of the rotation for the Chair and Vice Chair that we have followed in the past, with the addition of the Village of Estero at the end (consistent with the discussion at the Executive Committee meeting):

- City of Fort Myers (Current Chair)
- Lee County (Current Vice-Chair)
- Town of Fort Myers Beach
- City of Cape Coral
- City of Sanibel (Current Treasurer)
- City of Bonita Springs
- Village of Estero

CAC VACANCIES

RECOMMENDED ACTIONS:

1. Approve the appointment of Ann Pierce to the CAC to fill the City of Fort Myers vacancy.
2. Approve the appointment of Bruce Butcher to the CAC to fill the City of Fort Myers vacancy.

MPO Staff has attached the current CAC Roster along with a CAC Application for members of the MPO Board to have their Appointees complete and return to MPO Staff. With the addition of the two CAC applicants listed above, there will be (3) vacancies on the MPO's Citizen Advisory Committee (CAC), representing the following areas:

Lee County, District 2	1 Vacancy
City of Cape Coral	1 Vacancy
At-Large	1 Vacancy

Federal and State CAC Membership Requirements

In its 1997 review of the Lee County MPO's planning process, the federal Highway Administration/Federal Transit Administration (FHWA/FTA) review team demanded that the MPO "must develop proactive methodologies to directly involve minority, low income, elderly, and other disadvantaged groups in the transportation planning process." The review team identified this as a corrective action that must be completed in order to avoid federally imposed sanctions. In addition, Chapter 339.175, *Florida Statutes*, stipulates that minorities, the elderly, and the handicapped must be adequately represented on the CAC.

MPO Bylaws Membership Requirements

Paragraphs (b) and (c) under Section 1.005(2) of the MPO Bylaws also spell out membership requirements that must be considered when making appointments to the CAC:

Each County Commissioner shall appoint two (2) members to the CAC from different communities within his or her district. Each of the other voting members of the MPO shall appoint one (1) member to the CAC who lives in his or her city. If a voting member is unable to find a volunteer to sit on the CAC that lives in his or her district the voting member may appoint someone who lives outside of their jurisdiction to represent their jurisdiction as long as the appointee lives in Lee County. The MPO shall also appoint a transportation handicapped member on an at-large basis and two other at-large members that will be filled with low income and/or minority members of the community. The appointments are subject to ratification by a majority of members of the MPO at a regular MPO meeting at which a quorum is present. Members of the CAC shall serve at the pleasure of the MPO members who appointed them, or their successors. (A notification letter will be sent to all elected officials that are new to the MPO Board regarding this

process.) Due to the fact that each member of the CAC is appointed by a member of the MPO Board, the CAC Committee **does not** have alternate members.

- (a) The members of the Metropolitan Planning Organization Citizen's Advisory Committee shall be citizens and year-round residents of the city or county commission district which their appointers represent Lee County; or, in the case of the at-large, mobility handicapped member, 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. 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 CAC member 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 CAC membership shall provide written notice to the MPO staff, the CAC Chairman and the MPO member responsible for appointing their replacements.

According to the MPO's current Public Involvement Plan, whenever vacancies occur on the Citizen's Advisory Committee, the MPO staff shall inform the MPO of the number of remaining Hispanic, African-American, female, elderly, transportation-handicapped, and members representing people with low incomes and point out any such group which is unrepresented or underrepresented relative to the population of the county. The current status of these minorities is as follows:

- | | |
|---|-------------------|
| <input type="checkbox"/> Hispanic | 0 current member |
| <input type="checkbox"/> African-American | 1 current member |
| <input type="checkbox"/> Women | 4 current members |
| <input type="checkbox"/> Handicapped | 1 current member |
| <input type="checkbox"/> Low Income | 0 current members |

LEE COUNTY METROPOLITAN PLANNING ORGANIZATION

CITIZEN'S ADVISORY COMMITTEE

MEETING DATE: 1ST THURSDAY OF EACH MONTH AT 3:00 p.m.

AUTHORIZED MEMBERSHIP: 24

CURRENT MEMBERS: 21

QUORUM: 11

Members Appointed by the Lee County Commission		
District 1 Commissioner Manning	MARGARET BANYAN 4732 Tammie Lane Fort Myers, FL 33905 Home: (239) 693-7408 mbanyan@comcast.net	CARIE CALL 7471 Georgiana Drive Bokeelia, FL 33922 Home: (239) 558-8591 clcall@live.com
District 2 Commissioner Pendergrass	BILL WILLIAMS (Vice-Chair) 20043 Alana Court Estero, FL 33928 Home: (239) 405-7329 Wfwilliams48@comcast.net	Vacat
District 3 Commissioner Kiker	TONY CARDINALE 114 Montrose Drive Fort Myers, FL 33919 Home: (239) 633-6633 acardinale@gilbaneco.com	ALBERT O'DONNELL 4291 Williams Road Estero, FL 33928 Home: (239) 992-8842 al@odonnelllandscapes.com
District 4 Commissioner Hamman	MARION BRIGGS 1206 Pondella Circle North Fort Myers, FL 33903 Home: (239) 995-6001 Cell: (239) 850-5308 suncountryhomes@comcast.net	WILLIAM JOHNSON JR. 1133 Mohawk Parkway Cape Coral, FL 33914 Home: (239) 980-4612 Bill@cccia.org
District 5 Commissioner Mann	RICK ANGLICKIS (Chairman) 643 Grandview Drive Lehigh Acres, FL 33936 Home: (239) 369-2371 Cell: (239) 851-8901 ltgovrick@aol.com	PATTI WHITEHEAD 20791 Tanglewood Lane Estero, FL 33928 Home: (239) 289-4000 pbackos@hotmail.com
Members Appointed by the City of Cape Coral		
PHILLIP BOLLER 4258 Coronado Parkway Cape Coral, FL 33904 Home: (239) 542-2428 Boller1970@aol.com	Vacant	STEVEN HOOK 2210 SW 22 nd Terrace Cape Coral, FL 33991 Home: (239) 283-3184 Cell: (239) 898-8483 Steven.hook@capecharterschools.org
EDWARD BLOT P.E. Blot Engineering Inc. 2804 Del Prado Blvd. Suite 101 Cape Coral, Fl. 33904 239-257-1780 eblot@blotengineering.com		

Members Appointed by the City of Fort Myers		
DAVID URICH 3919 McKinley Avenue Fort Myers, FL 33901 Cell: (239) 850-2413 d.urich@comcast.net	W. KIRK BECK 6908 Erin Marie Court Fort Myers, FL 33919 Phone: (239) 337-1010 wkbeck50@gmail.com	(pending MPO approval) Ann Pierce 3332 Avocado Dr. Fort Myers, FL 33901 Home: 757-870-9105 apiercegardner@gmail.com
Members Appointed by the City of Bonita Springs		
EDWARD "TED" TRYKA 5637 Whispering Willow Way Fort Myers, FL 33908 Home: (239) 433-0225 tryka@abbinc.com	DANIEL G. WAGNER 13640 Worthington Way, Unit 1908 Bonita Springs, FL 34135 Home: (239) 495-9079 Cell: (239) 405-1170 dadwags@att.net	
Member Appointed by the City of Sanibel	Member Appointed by the Town of Fort Myers Beach	
LEONARD (TY) SYMROSKI 1201 Bay Dr. Sanibel, FL 33957 Cell: (305) 395-9363 ty@centurylink.net	(pending MPO approval) BRUCE BUTCHER 8385 Lagoon Rd. Fort Myers Beach, FL 33931 Home: 419-699-4093 dbb914@gmail.com	
Members Appointed At-Large		
LINDA CARTER 704 Homer Avenue, North Lehigh Acres, FL 33971 Home: (239) 368-6846 mrlindacarter@comcast.net	Vacant	SCOTT GILBERTSON 4309 Mariner Way #102 Fort Myers, FL 33919 Home: (239) 482-6151 gilbertsm@comcast.net

06/30/2015



Citizens Advisory Committee Application

Return Application to: Lee County Metropolitan Planning Organization
Johnny Limbaugh
P.O. Box 150045
Cape Coral, Florida 33915
Phone: (239) 330-2242 Fax: (239) 790-2695
Email: 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: 6-22-15 Commission District #/City Fort Myers

Name: Pierce Ann
Last First Middle

Address: 3332 Avocado Dr

City: Ft Myers Florida Zip: 33901

Home Telephone: 787-896-9105 Contact Time: working hours

Email Address: apiercegardner@gmail.com

Referred By: Councilman Leonardo Date Available: July

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

- 1. City Ft. Myers BPPB
2. City Ft. Myers Mayors' Challenge Action Team

Occupation (Or if retired, please indicate): Designer

Employer: self

Address:

Phone: Contact Time:

Application for Citizen Advisory 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).


Have lived in and experienced life in cities w/ excellent multi-modal systems + good safety records
Have taken academic courses on multi-modal transportation planning
Have developed Bike Education + Safety Training Protocol
Co-author of several successful neighborhood oriented Transportation plans

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

Masters Degree in Sustainability
Served on Bike Walk Lee Screening Committee for 5 years
Served on Cit. Ft. Myers BPAB for 2 years
Served on Lee Co. CPA for 12 years
Appointed Mayor's challenge Action Team Leader
Active member of SWFL Critical Mass riders
Would you be willing to serve on other advisory boards? YES

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: 

Date Signed: 6-22-15

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

A LIST OF SAMPLE ELIGIBILITY REQUIREMENTS OR DESIRED QUALIFICATIONS FOR MEMBERSHIP ON THE CITIZEN'S ADVISORY COMMITTEE

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

1. 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

2. 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

3. 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

4. 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 _____

5. 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 Complete Streets, New Urbanism, Livable Communities

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:

6. Ethnic Background:

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

7. 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 _____ ✓

8. Family Size

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



Town of Fort Myers Beach

Anita Cereceda
Mayor

Dan Andre
Vice Mayor

Alan Mandel
Council Member

Rexann Hosafros
Council Member

Summer Stockton
Council Member

Johnny Limbaugh, Project Manager

Lee County Metropolitan Planning Organization

P.O. Box 150045

Cape Coral, FL 33915

June 23, 2015

Dear Mr. Limbaugh,

On June 15, 2015, the Town Council of the Town of Fort Myers Beach unanimously appointed Mr. Bruce Butcher to serve on the Citizens Advisory Committee (CAC) for the Lee County Metropolitan Planning Organization (MPO). Please see attached the application from Mr. Butcher. If we may be of further assistance in this matter, please feel free to contact me at 239-765-0202 or Taylor@fortmyersbeachfl.gov

Sincerely,

Taylor Callies

Administrative Specialist



Citizens Advisory Committee Application

Return Application to: Lee County Metropolitan Planning Organization
Johnny Limbaugh
P.O. Box 150045
Cape Coral, Florida 33915
Phone: (239) 330-2242 Fax: (239) 790-2695
Email: 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: 6/18/2015 Commission District #/City #3 / Ft Myers Beach

Name: BUTCHER D. BRUCE
Last First Middle

Address: 8385 LAGOON Rd

City: Ft Myers Beach Florida Zip: 33931

Home Telephone: 419-699-4093 Contact Time: 24/7

Email Address: DBB914@GMAIL.COM

Referred By: John Poland Date Available: NOW

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

- (FMB) 1. Public Safety Committee
- (CFMB) 2. Ad Hoc Downtown Development

Occupation (Or if retired, please indicate): RETIRED

Employer: _____

Address: _____

Phone: _____ Contact Time: _____

Application for Citizen Advisory 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).

I have served on FNB Public Safety Committee as Chairman since it was established. Recently on Ad Hoc Committee for Redevelopment of FNB. Also on Steering Committee of Bike Walk Lee County

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

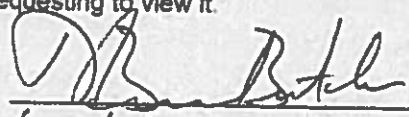
Would you be willing to serve on other advisory boards? YES

→ In these 3 committees I have been involved in traffic issues specifically related to safety and usability for all stakeholders. From my business career I like to look at issues from a problem solving & strategic basis looking for solutions based on facts and analysis.

Additionally I have lived and worked in many areas of the world and have a good grasp of what can be applied from benchmarking.

• 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: _____



Date Signed: _____

6/18/2015

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

A LIST OF SAMPLE ELIGIBILITY REQUIREMENTS OR DESIRED QUALIFICATIONS FOR MEMBERSHIP ON THE CITIZEN'S ADVISORY COMMITTEE

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

1. 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 _____

2. 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 _____

3. 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 _____

- 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 Executive of LARGE FIRM _____

5. Knowledge, training, background, interest or experience in: *involves in Engineering, Development + mfg. of regular component + systems.*

- 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 _____

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:

6. Ethnic Background:

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

- 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

8. Family Size

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

APPROVAL OF THE REVISED AMENDMENTS TO THE UNIFIED PLANNING WORK PROGRAM

RECOMMENDED ACTION: Approve the revised amendments to the Unified Planning Work Program (UPWP) to update the task and budget sheets to match the FY 2015/2016 FTA 5305 funding allocation and to authorize the Chair or Vice-Chair to execute and file the grant application and certification sheets through the attached Resolution 15-11.

The MPO staff has revised the Unified Planning Work Program (the MPO's budget) to match the FTA 5305 funding allocation that came out in the beginning of September. The Federal Transit Administration 5305 grant application has also been updated to match the revised allocation. Attached are the underline and strike through changes to the task and budget sheets along with the grant application and resolution authorizing the Chair or Vice-Chair to execute and file the grant application and certification sheets.

RESOLUTION 15-11

**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 Chairperson or Vice-Chairperson 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 Chairperson or Vice-Chairperson 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 or there is a change in the application format, that the MPO Director may revise the forms and application accordingly, have them resigned by the MPO Chair or Vice Chair and resubmitted:

PASSED AND DULY ADOPTED this 18th day of September 2015.

LEE COUNTY METROPOLITAN PLANNING ORGANIZATION

MPO Chair or Vice Chair

Donald Scott, Lee County MPO Executive Director

Application for Federal Assistance SF-424

* 1. Type of Submission:

- Preapplication
 Application
 Changed/Corrected Application

* 2. Type of Application:

- New
 Continuation
 Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN):

* c. Organizational DUNS:

d. Address:

* Street1:

Street2:

* City:

County/Parish:

* State:

Province:

* Country:

* Zip / Postal Code:

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Middle Name:

* Last Name:

Suffix:

Title:

Organizational Affiliation:

* Telephone Number:

Fax Number:

* Email:

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

E: Regional Organization

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Transit Administration

11. Catalog of Federal Domestic Assistance Number:

20.505

CFDA Title:

Metropolitan Transportation Planning

*** 12. Funding Opportunity Number:**

FL-80-0009

* Title:

MPO and State Planning

13. Competition Identification Number:

Not Applicable

Title:

Not Applicable

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

USC 5305, Planning and Technical Studies in support of the Fiscal Year 2015/2016 Unified Planning Work Program.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text"/>
* b. Applicant	\$213,555
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	\$26,694
* f. Program Income	\$26,694
* g. TOTAL	\$266,944

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number:

Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

**FEDERAL FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES FOR
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**

(Signature pages alternative to providing Certifications and Assurances in TEAM-Web)

Name of Applicant: Lee County Metropolitan Planning Organization

The Applicant agrees to comply with applicable provisions of Groups 01 – 24. Yes

OR

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

<u>Group</u>	<u>Description</u>	
01.	Required Certifications and Assurances for Each Applicant.	_____
02.	Lobbying.	_____
03.	Procurement and Procurement Systems.	_____
04.	Private Sector Protections.	_____
05.	Rolling Stock Reviews and Bus Testing.	_____
06.	Demand Responsive Service.	_____
07.	Intelligent Transportation Systems.	_____
08.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	_____
09.	Transit Asset Management Plan and Public Transportation Agency Safety Plan.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity) and Capital Investment Program in Effect before MAP-21 Became Effective.	_____
12.	State of Good Repair Program.	_____
13.	Fixed Guideway Modernization Grant Program.	_____
14.	Bus and Bus Facilities Formula Grants Program and Bus and Bus-Related Equipment and Facilities Grant Program (Discretionary).	_____
15.	Urbanized Area Formula Grants Programs/ Passenger Ferry Grants Program/Job Access and Reverse Commute (JARC) Formula Grant Program.	_____
16.	Seniors/Elderly/Individuals with Disabilities Programs/New Freedom Program.	_____
17.	Rural/Other Than Urbanized Areas/Appalachian Development/Over-the-Road Bus Accessibility Programs.	_____
18.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	_____
19.	Low or No Emission/Clean Fuels Grant Programs.	_____
20.	Paul S. Sarbanes Transit in Parks Program.	_____
21.	State Safety Oversight Grant Program.	_____
22.	Public Transportation Emergency Relief Program.	_____
23.	Expedited Project Delivery Pilot Program.	_____
24.	Infrastructure Finance Programs.	_____

FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2015 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE (Required of all Applicants for FTA funding and all FTA Grantees with an active Capital or Formula Project)

AFFIRMATION OF APPLICANT

Name of the Applicant: Lee County Metropolitan Planning Organization

Name and Relationship of the Authorized Representative: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all Federal statutes and regulations, and follow applicable Federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2015, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Project for which it seeks now, or may later seek FTA funding during Federal Fiscal Year 2015.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name _____
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Lee County Metropolitan Planning Organization

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA Project or Projects.

Signature _____ Date: _____

Name Derek Rooney, Gray Robinson
Attorney for Applicant

Each Applicant for FTA funding and each FTA Grantee with an active Capital or Formula Project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

Section 5305(d)
Approved Project Budget for FFY15
(total dollars)

Technical Classifications:

44.21.00	Program Support and Administration	\$ 69,444
44.22.00	General Development and Comprehensive Planning	<u>\$ 28,750</u>
44.23.01	Long Range Transportation Planning: System Level	<u> </u>
44.23.02	Long Range Transportation Planning: Project Level	<u>\$ 56,250</u>
44.24.00	Short Range Transportation Planning	<u> </u>
44.25.00	Transportation Improvement Program	<u>\$ 22,500</u>
44.26.00	Planning Emphasis Areas	<u> </u>
44.26.12	Coordination of Non-Emergency Human Service Transportation	<u>\$ 31,250</u>
44.26.13	Participation of Transit Operators in Metropolitan Planning	<u> </u>
44.26.14	Planning for Transit Systems Management/Operations to Increase Ridership	<u>\$ 31,250</u>
44.26.15	Support Transit Capital Investment Decisions through Effective Systems Planning	<u>\$17,500</u>
44.26.16	Incorporating Safety & Security in Transportation Planning	<u>\$10,000</u>
44.27.00	Other Activities	<u> </u>
Total Net Project Cost		<u>\$ 266,944</u>

Accounting Classifications

44.30.01	Personnel	\$ 128,133
44.30.02	Fringe Benefits	<u>\$ 85,422</u>
44.30.03	Travel	<u> </u>
44.30.04	Equipment	<u> </u>
44.30.05	Supplies	<u> </u>
44.30.06	Contractual	<u>\$ 53,389</u>
44.30.07	Other	<u> </u>
44.30.08	Indirect Charges	<u> </u>
Total Net Project Cost		<u>\$ 266,944</u>

Fund Allocations

44.40.01	MPO Activities	\$ 53,389
44.40.02	Transit Operator Activities	<u>\$ 213,555</u>
44.40.03	State and/or Local Agency Activities	<u> </u>
Total Net Project Cost		<u>\$ 266,944</u>
Federal Share (80%)		<u>\$ 213,555</u>
Local Share (20%)		<u>\$ 53,389</u>

Accounting Classification	FPC	Description	Amount
91.37.08.8P-2	02	Technical Studies - Planning	<u>\$ 266,944</u>

Section 5305(d)
GMIS Planning Line Item Codes – FFY15
(FTA Funds Only)

Technical Classifications:

44.21.00	Program Support and Administration	\$ 55,555
44.22.00	General Development and Comprehensive Planning	<u>\$ 23,000</u>
44.23.01	Long Range Transportation Planning: System Level	
44.23.02	Long Range Transportation Planning: Project Level	<u>\$ 45,000</u>
44.24.00	Short Range Transportation Planning	
44.25.00	Transportation Improvement Program	<u>\$ 18,000</u>
44.26.00	Planning Emphasis Areas	
44.26.12	Coordination of Non-Emergency Human Service Transportation	<u>\$25,000</u>
44.26.13	Participation of Transit Operators in Metropolitan Planning	
44.26.14	Planning for Transit Systems Management/Operations to Increase Ridership	<u>\$ 25,000</u>
44.26.15	Support Transit Capital Investment Decisions through Effective Systems Planning	<u>\$ 14,000</u>
44.26.16	Incorporating Safety & Security in Transportation Planning	<u>\$ 8,000</u>
44.27.00	Other Activities	
	Total Net Project Cost	<u>\$ 213,555</u>

Accounting Classifications

44.30.01	Personnel	\$ 102,506
44.30.02	Fringe Benefits	<u>\$ 68,338</u>
44.30.03	Travel	
44.30.04	Equipment	
44.30.05	Supplies	
44.30.06	Contractual	<u>\$ 42,711</u>
44.30.07	Other	
44.30.08	Indirect Charges	
	Total Net Project Cost	<u>\$ 213,555</u>

Fund Allocations

44.40.01	MPO Activities	\$ 42,711
44.40.02	Transit Operator Activities	<u>\$ 170,844</u>
44.40.03	State and/or Local Agency Activities	
	Total Net Project Cost	<u>\$ 213,555</u>

FEDERAL FY 2015-2016 CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of her or his knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more that \$100,000.00 for each such failure.

Date

Chairperson for the MPO

FEDERAL FY 2015-2016 DEBARMENT AND SUSPENSION CERTIFICATION

As required by U.S. Regulations on Government wide Debarment and Suspension (Non-procurement) at 49 CFR 29.510

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

Chairperson for the MPO

Date

Title VI / Non-Discrimination Policy Statement

The Lee County MPO assures the Florida Department of Transportation that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

The Lee County MPO further agrees to the following responsibilities with respect to its programs and activities:

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

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

Signature of Presiding Officer for the MPO/TPO

Date of Signature

Disadvantaged Business Enterprise Utilization

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

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

The Lee County MPO shall require its consultants to not discriminate on the bases of race, color, national origin, sex, age handicap/disability, or income status in the award and performance of its contracts. This policy covers in part the applicable federal regulations and the applicable statutory references contained therein for the Disadvantaged Business Enterprise Program Plan, Chapters 337 and 339, Florida Statutes, and Rule Chapter 14-78, Florida Administrative Code.

Signature of Presiding Officer for the MPO/TPO

Date of Signature

Section: ADMINISTRATION**UPWP Task No: 1.6****Task: TRANSIT RELATED PROGRAM MANAGEMENT AND SUPPORT****OBJECTIVE**

To manage, support and coordinate transit related activities including the development of financial plans and the TDP in order to maintain the current Lee County transit operations and plan for its growth. This task relates to Grants Management Information System (GMIS) Planning Line Item Code 44.21.00 - Program Support and Administration Work; GMIS Planning Line Item Code 44.25.00 Transportation Improvement Plan; GMIS Planning Line Item Code 44.26.15 Support Transit Capital Investment Decision through Planning; GMIS Planning Line Item Code 44.26.14 - Planning for Transit System Management and Operations; GMIS Planning Line Item Code 44.26.16 Incorporating Safety and Security in Transportation Planning; GMIS Planning Line Item Code 44.26.12 - Coordination of Non-Emergency Human Service Transportation and GMIS Planning Line Item Code 44.23.02 – Long Range Transportation Planning.

METHODOLOGY

This task will include program coordination and administration by LeeTran and the Lee MPO for UPWP tasks involving transit, paratransit, ridesharing and emergency contingency planning, including:

- Staff support and attendance by LeeTran at MPO Committee and Board meetings (44.21.00).
- Bookkeeping, financial and progress reporting Certification of compliance with civil rights laws (EEO, Title VI and Americans with Disabilities Act (ADA))(44.21.00).
- Completion of annual electronic filing of certifications and assurances for FTA assistance 44.21.00).
- Attendance by LeeTran personnel of conferences and training courses relating to its UPWP tasks (44.21.00).
- Participation in the State and Federal review of MPO certification (44.21.00).
- Update of annual Disadvantaged Business Enterprise (DBE) goals (44.21.00).
- Staff work on data, analysis and filing of applications for the economic stimulus funding for Section 5307 and 5311 Programs (44.21.00).
- Annually review and update Transit Development Plan (TDP) in light of performance data collected, financial projections developed and the latest information on future development and demographic trends. Appropriate analytical tools will be selected for use in assessing needs, determining service demand and supply, and testing future service scenarios (44.23.02).
- Apply for and program transit grants and improvements (44.21.00, 44.25.00)
- Conduct on-board surveys, public opinion surveys, and collect input from stakeholders to generate data for use in preparing daily and monthly statistics for federal and state reports, and gauge operations, safety and security, efficiency, user-friendliness, demand, and public perception of the transit system (44.21.00, 44.26.16, 44.26.14).
- Collect and analyze data on public transportation facilities and equipment as required by federal, state, and local governments (44.26.15).
- Collect data monthly as prescribed by the National Transit Database requirements (44.26.00).
- Evaluate individual route performance from collected data (44.26.14, 44.26.24).
- Continue “mystery rider” program to evaluate the quality of service delivery, driver customer service, bus condition, safety, and fare collection (44.21.00, 44.26.14).
- Collect and report monthly safety and security data as required by the FTA (44.26.16).
- Provide performance indicator data to FDOT and CUTR for their analysis, and publish the information to the general public (44.21.00)
- MPO administer program, update the Locally Coordinated Human Services Transportation Plan (LCHSTP) for Job Access and Reverse Commute (JARC) and New Freedom programs in coordination with LeeTran (44.26.12)
- MPO staff ensures a competitive project selection process for awarding JARC and New Freedom grants (44.26.12).

Section: ADMINISTRATION **UPWP Task No: 1.6**
Task: TRANSIT RELATED PROGRAM MANAGEMENT AND SUPPORT (CONTINUED)

METHODOLOGY (CONTINUED)

- Conduct transit studies as needed (44.21.00, 44.26.14, 44.23.02).
- Continue to identify and implement service improvements and efficiencies (44.26.15).
- Submit the FTA 5305 grant applications to the FDOT (44.21.00).
- Identify and evaluate potential energy conservation measures (44.26.14).
- Through coordination with Lee County Public Safety, update the Emergency Transportation Operations element of the Comprehensive Emergency Management Plan (CEMP) to correct deficiencies identified during annual hurricane preparedness exercises (44.26.16).
- Update the Transit Security Plan annually or after any re-assessment of risks of interruption of transportation operations due to a natural or man-made disaster. Inventory existing preparedness measures (44.26.16).
- Work with representatives of the disabled community to gather input for service and facility improvements (44.26.12).
- Coordinate with other paratransit service providers to identify strategies to make the best use of resources in providing efficient, cost effective, and high quality paratransit services (44.26.12).
- Facilitate and Coordinate with the Charlotte and Collier MPO's on transit issues (44.23.02).
- Encourage transit participation in local municipalities' development review processes to ensure access to bus stops (44.26.14).
- Review and update, if necessary, the *ADA Complimentary Paratransit Plan* and Community Transportation Coordinator (*CTC*) *Transition Plan* (44.26.12).
- Complete an accessibility assessment of passenger amenities (44.26.12).
- Administer the JARC and New Freedom programs (44.26.12).

PREVIOUS WORK

- Updates to Equal Employment Opportunity (EEO), DBE, and ADA plans (44.21.00, 44.26.12).
- Major update of the Title VI Plan to incorporate new requirements that take effect in early 2012 (44.21.00).
- Comprehensive major update of the Transit Development Plan (44.21.00, 44.23.02).
- Development of a Transit Vision Plan (44.23.02).
- Each year, LeeTran has prepared budgets, which are approved by the Lee County Board of County Commissioners. Prior budgets have included recurring operating costs as well as capital improvements for development of a new transit facility, replacement vehicles, related support equipment, construction of intermodal transfer and park and ride facilities (44.21.00, 44.26.15, 44.26.14).
- Fall 2012/Summer 2013: Coordinate with MPO on the application process for JARC and New Freedom projects (44.26.12).
- Development of the Beach Trolley Lane Study and presentation of the initial results to the MPO Board (44.21.00).
- Participated in the Transit Task Force whose charge was to identify a long-term dedicated funding source for transit operations (44.21.00, 44.23.02).
- 2012 and 2013: Submit TDP Plan Annual Report to the TAC, CAC, MPO and LCB (44.21.00).
- September 2012 and 2013: LeeTran's annual budget (44.21.00).
- May 2013 and 2014: Annual update of the Financial Plan (44.21.00, 44.25.00).
- Annually: report data to National Transit Database (44.21.00).
- Monthly: report data to National Transit Database (44.21.00).
- Monthly and Quarterly: Monitoring of energy prices and supply in coordination with other public agencies (44.21.00).

Section: ADMINISTRATION **UPWP Task No: 1.6**
Task: TRANSIT RELATED PROGRAM MANAGEMENT AND SUPPORT (CONTINUED)

PREVIOUS WORK (CONTINUED)

- Annual participation in the development and implementation of Lee County's Hurricane Evacuation Plan (44.26.10).
- Monthly: Analysis of the use of alternative fuels and equipment (44.26.15).
- Completion of a Comprehensive Operations Analysis which led to a new route structure and increased frequency on specific routes without significant increases in budget (44.16.14).
- Summer/Fall 2009: Develop the Program Management Plan and the Locally Coordinated Human Services Transportation Plan for JARC and New Freedom Programs and project selection process (44.26.12).
- Work on the development of the online trip planner (44.26.14).
- Completion of the bus shelter study (44.26.15).
- Work with Collier County on the development of an interlocal agreement to connect service between Lee and Collier (44.21.00).
- Spring 2013: Implementation of the State of Good Repair Grant for the construction of the LeeTran facility (44.26.15, 44.25.00).
- Winter 2011: Development of Beach Trolley Lane Study (44.23.02).
- Completion of Phase I and II of the Alternative Transportation in Parks and Public Lands Study (44.26.15).

END PRODUCT

- Monthly: Attendance and participation in the MPO Committee and Board meetings (44.21.00).
- Annual: Financial and progress reporting (44.21.00).
- Annually: Annual LeeTran Audit (44.21.00).
- January 2015 and 2016: National Transit Database information filing (44.21.00).
- Monthly: National Transit Database Report filing (44.21.00).
- Quarterly: Quality evaluations from "Mystery Rider" program (44.21.00).
- Monthly: Quarterly Safety and Security Reports (44.26.16).
- Monthly: Transit reporting, forecasting, management and planning (44.21.00).
- Annual: Publish transit performance data in accordance with Transit Block Grant requirements (44.21.00).
- Spring 2015 and 2016: Update special needs transportation plans before hurricane season (44.26.16).
- Annually: Transit Security Plan update (44.26.16).
- Carbon Emission Reduction/Fuel Savings Efforts (44.26.14).
- Annually, only if required: Review and update *ADA Complementary Paratransit Plan* (only if there are changes to Federal ADA law) (44.21.00).
- Annually, only if required: Review and update *CTC Transition Plan*. These are contingency plans which will be put into effect should the CTC resign or be terminated (44.26.12).
- Summer 2014 and 2015: Update of the Locally Coordinated Human Services Plan as needed (44.26.12).
- Spring 2015: Development of transit data and revenue items for the transportation model and the LRTP update (44.23.02).
- Summer 2014/Fall 2014: Work with the Consultant with the planning and conceptual design of Bus Pull-outs at various locations (44.26.14).
- Summer 2014/Fall 2014: Work with the Consultant on the Bus Queue study on US 41 from San Carlos Park to the Shell Factory (44.26.14).

Section: ADMINISTRATION **UPWP Task No: 1.6**
Task: TRANSIT RELATED PROGRAM MANAGEMENT AND SUPPORT (CONTINUED)

END PRODUCT (CONTINUED)

- Fall 2014: MPO consultant work with FDOT on developing transit modeling data and test additional routes in preparation for the 2040 LRTP update (44.23.02).
- 2014/2015: Support of FDOT in the development of Project Development and Environment Study (44.23.02).

FINANCIAL PARTICIPATION – 2014/15		RESPONSIBLE AGENCY
PL staff	\$8,000	Lead Agency: LeeTran Other Agency Lee MPO
State (soft match)	\$1,764	
FTA SEC. 5305	\$200,000	
State (FTA match)	\$25,000	
Local (FTA match)	\$25,000	
Total	\$259,764	
FINANCIAL PARTICIPATION – 2015/16		
PL staff	\$8,000	
State (soft match)	\$1,764	
FTA SEC. 5305*	\$200,000 213,111	
State (FTA match)	\$25,000 26,691	
Local (FTA match)	\$25,000 26,691	
Total	\$259,764 266,411	

TABLE 1
FISCAL YEAR 2015/16 BUDGET SUMMARY BY TASK AND PARTICIPATING AGENCY
 This table summarizes the funds budgeted to be spent on each task by each responsible agency

Administration	Task	Description	FHWA (PL)		FTA 5305	SU	LOCAL	FDOT	Total
			Staff	Consultant					
1. Administration	1.1	Program Management and Support	\$240,000				\$0	\$52,933	\$292,933
	1.2	Unified Planning Work Program (UPWP)	\$12,000				\$0	\$2,647	\$14,647
	1.3	Public Involvement and Community Outreach	\$17,000				\$0	\$3,749	\$20,749
	1.4	Equipment and Resource Purchase, Upgrade and Maintenance	\$43,000				\$0	\$9,484	\$52,484
	1.5	Regional Coordination	\$22,000				\$0	\$4,852	\$26,852
	1.6	Transit Program Management and Support	\$8,000		\$213,111		\$26,611	\$28,411	\$276,111
	1.7	Locally Funded Activities	\$0				\$70,034		\$70,034
2. Data Collection and Management Systems									
	2.1	Congestion Management, ITS & Data Development	\$22,000				\$0	\$4,852	\$26,852
	2.2	Efficient Transportation Decision Making (ETDM) Process	\$2,500				\$0	\$551	\$3,051
3. Systems Planning									
	3.1	Long Range Transportation Planning	\$20,000				\$0	\$4,411	\$24,411
	3.2	Transportation Improvement Program	\$8,000				\$0	\$1,764	\$9,764
	3.3	Freights and Goods Movement Planning	\$5,000				\$0	\$1,103	\$6,103
4. Special Project Planning									
	4.1	Special Projects and Studies	\$10,000				\$0	\$2,206	\$12,206
	4.2	Bicycle Pedestrian and Multi-Purpose Pathway Planning	\$23,000				\$0	\$5,073	\$28,073
	4.3	Transportation Disadvantaged Program	\$0				\$0	\$32,719	\$32,719
	4.4	Administrative, Planning and Project Consultant Services	\$20,000	\$333,079			\$0	\$77,873	\$430,952
	4.5	Lee County Complete Streets Initiative	\$5,000	\$25,000			\$0	\$6,617	\$36,617
Total fiscal year 2015/16 cost for all tasks			\$457,500	\$358,079	\$213,111		\$96,693	\$239,257	\$1,365,154
Total carryover from prior fiscal years					\$0		\$200,000	\$0	\$239,257
Total cost, including carryover, for all tasks			\$815,579		\$213,111		\$296,693	\$239,257	\$1,565,154

REVIEW AND APPROVAL OF THE GENERAL TRANSPORTATION PLANNING CONSULTANT CONTRACTS

RECOMMENDED ACTIONS: Review and Approval of the General Transportation Planning Consultant contracts with the nine selected firms.

The MPO advertised and selected nine General Transportation Planning Consultants to conduct projects and studies consistent with the MPO's Unified Planning Work Program. The MPO is being asked to approve the contract (**attached** is a one of the contracts and all of the other contracts will be the same) and authorize the MPO Chair or Vice-Chair to sign the contracts with each firm after labor rates are finalized. The nine firms selected are listed below:

- Jacobs Engineering Group Inc.
- CDM Smith Inc.
- Atkins North America Inc
- David Plummer & Associates Inc..
- Tindale Oliver & Associates Inc.
- RS&H Inc.
- Renaissance Planning Group Inc.
- Kittelson & Associates, Inc.
- CH2MHill Inc.

**LEE COUNTY METROPOLITAN PLANNING ORGANIZATION
LEE COUNTY, FLORIDA
PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. M01-2015-4411**

THIS AGREEMENT made and entered into this _____ day of _____, 2015, by and between LEE COUNTY METROPOLITAN PLANNING ORGANIZATION, 815 Nicholas Parkway E., Cape Coral, Florida, a political subdivision of the State of Florida, hereinafter called the MPO and ATKINS, INC., 4030 West Boy Scout Boulevard, Suite 700, Tampa, FL 33607 duly authorized to conduct business in the State of Florida, hereinafter called the CONSULTANT.

PREMISES

WHEREAS, the MPO desires to retain the CONSULTANT to perform general planning consulting services for Lee County Metropolitan Planning Organization; the performance of such services hereinafter referred to as "Task Orders"; and,

WHEREAS, the MPO desires to employ the CONSULTANT for the performance of general planning consultant Task Orders and other services upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing such services upon such terms and conditions; and,

WHEREAS, the CONSULTANT has been selected to perform these professional services pursuant to the provisions of Section 287.055; Florida Statutes and MPO Policy, latest revision.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1 – GENERAL

- 1.1 "CONSULTANT" shall be defined herein to include all principals of the firm of Atkins Inc., including full time employees, professionals or otherwise, and all servants, agents, employees and/or subconsultants retained by the CONSULTANT to perform its obligations hereunder. Subconsultants shall be reviewed and approved by the MPO prior to Notice to Proceed with their prospective work assignments.
- 1.2 Prior to the start of any work under this Contract, the CONSULTANT will have submitted to the MPO a detailed resume of key personnel that will be involved in performing Services described in the Assignment. The MPO hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the CONSULTANT desires to change the key personnel in an active assignment, it shall submit the qualifications of the new personnel to the MPO for prior approval. Key personnel shall include principals-in-charge, project managers and project CONSULTANTS. The provisions of this Section do not apply to personnel temporarily assigned to perform service under this Contract for durations of one (1) week or less.
- 1.3 The CONSULTANT acknowledges that the MPO has retained other consultants, and otherwise, and the coordination between said consultants and the CONSULTANT may be necessary from time to time for the successful completion of the Assignments. The CONSULTANT agrees to provide such coordination as necessary within the Scope of Services contained in each authorized Task Order.
 - 1.3.1 Certain and agreed upon Subconsultant Services may constitute a specialized Task Order requiring the independent Subconsultant to work directly with the MPO.
- 1.4 The CONSULTANT will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of the Assignment.

- 1.5 Requirements for sealing all plans, reports and documents prepared by the CONSULTANT shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.6 This assignment is for Consultant Services for Lee County Metropolitan Planning Organization. It is understood that Professional Service projects awarded under this agreement will be assigned on as needed basis and at the sole discretion of the Executive Director to any Professional Firms awarded continuing contracts for Consultant Services for Lee County Metropolitan Planning Organization, provided that; (1) there is no conflict of interest present relating to the project assignment either by the CONSULTANT or any principal of the CONSULTANT; (2) the CONSULTANT's schedule and/or workload permits completion of the project in the time frame acceptable to the MPO and (3) the CONSULTANT's cost proposal for completing the assignment is within the budget available for the work. Should any of these exceptions occur, an alternate firm would be assigned the project. It is understood that the MPO may also elect to competitively select a Professional for a specific and/or specialized project.

SECTION 2 – SCOPE OF SERVICES

The CONSULTANT shall diligently and in a professional and timely manner perform the work included in the Assignment/Task Order. Unless modified in writing by the parties hereto, duties of the CONSULTANT shall not be construed to exceed those services specifically set forth herein.

- 2.1 **GENERAL:** The CONSULTANT agrees to perform those tasks described in the Scope of Services which is attached hereto and made a part hereof. Services to be provided by the CONSULTANT shall be authorized in writing as Task Orders in accordance with Section 2.3 herein.
- 2.2 **SPECIAL CONSULTANTING SERVICE:** The MPO and the CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Task Orders in accordance with Section 2.3 and shall be undertaken only under terms of formal amendments to this Contract.
- 2.3 **TASK ORDERS:**
 - 2.3.1 Services to be provided by the CONSULTANT, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Task Orders. Task Orders to be provided shall be prepared on the form delineated as Exhibit B - Task Order Form which is attached hereto and made a part hereof. Each Task Order shall include: a detailed description of the work to be performed; a schedule of completion (including phases) for the work authorized; and the amount and method of compensation. Task Orders shall be dated and serially numbered annually. The Task Orders may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this contract.
 - 2.3.2 The Director of the Lee County Metropolitan Planning Organization or his/her designee may authorize Task Orders for services under this continuing contract, which are equal to or less than limits prescribed for Continuing Contracts under the provision of F.S. 287.055(g). Professional fees under such specified Task Orders shall be based on a written proposal from the CONSULTANT as may be requested in writing by the MPO's designated representative. Task Order information and supporting documentation shall be forwarded to the MPO's Purchasing and Contracts Department for audit of accuracy, completeness, and compliance with this contract and any applicable MPO Purchasing policies and procedures; and, if appropriate, a Purchase Order encumbering funds for the CONSULTANT's Task shall be issued. Under no circumstances shall the value of any Task Order issued under this paragraph exceed the limits imposed under F.S. 287.055(g), for Continuing Contracts either

initially or through subsequent amendment. A single unitary task may not be divided into more than one task for the purpose of qualifying for authorization hereunder. Nothing in this paragraph is intended to limit any other rights, responsibilities, and duties of the parties under any other provision of this continuing contract.

SECTION 3 – LEE COUNTY METROPOLITAN PLANNING ORGANIZATION'S RIGHTS AND REPONSIBILITIES

The MPO shall provide the service described below in a timely fashion at no cost to the CONSULTANT:

- 3.1 Furnish the CONSULTANT with existing data, records, maps, plans, specifications, reports, fiscal data and other information that is available in the MPO's files, necessary or useful to the CONSULTANT for the performance of the Assignment. All of the documents conveyed by the MPO shall be and remain the property of the MPO and shall be returned to the MPO upon completion of the Assignment to be performed by the CONSULTANT.
- 3.2 Make MPO personnel available when required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the MPO.
- 3.3 Provide access to and make provisions for the CONSULTANT to enter upon the project lands as required for the CONSULTANT within a reasonable time, to perform observations and other work as necessary to complete the Assignment.
- 3.4 Examine all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and render written decisions indicating the MPO's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- 3.5 Transmit instructions, relevant information and provide interpretation and definition of MPO policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- 3.6 Give prompt written notice to the CONSULTANT whenever the MPO observes, or otherwise becomes aware of, any development that affects the scope of timing of the CONSULTANT's services or becomes aware of any defect or changes necessary in the work of the CONSULTANT.
- 3.7 Arrange for submission of necessary permits/applications to governmental bodies as prepared by the CONSULTANT.
- 3.8 Assist with approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the Assignment.

SECTION 4 – COMPENSATION

4.1 GENERAL

Compensation to the CONSULTANT for services performed on each Task Order shall be in accordance with one of the following methods or compensation, as defined and indicated herein:

- a. Lump Sum Method
- b. Hourly Rate plus Direct Cost

The type and amount of compensation for each Task Order shall be described on the Task Order form included in "Exhibit B – Task Order Form".

4.2 LUMP SUM METHOD

- a) Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, subconsultants' and specialist costs), for the services to be provided in the Task Order unless there is a change in the scope of the work, or other conditions stipulated in the Task Order, and the Task Order is modified by both the MPO and CONSULTANT to reflect the change(s) by formal amendment to this Contract.
- b) Payment to the CONSULTANT for services performed under a Task Order under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by the CONSULTANT and accepted by the MPO.

4.3 HOURLY RATE PLUS DIRECT COST

Compensation for services performed under the Hourly Rate plus Direct Cost Method shall be based on reimbursement of hourly costs incurred by the CONSULTANT plus Direct Cost budgeted for reimbursable cost, in its performance of services under a Task Order.

- a) **DIRECT COSTS**

Direct costs are Subconsultant Costs and Other Direct and Unit Costs as defined below. Direct Sub consultant Costs shall be defined as the actual compensation paid to professional and technical sub consultants of the CONSULTANT while such are engaged directly in the performance of the services under this Contract.

- b) **HOURLY RATE SCHEDULE**

A schedule of approved hourly rates currently used by the CONSULTANT, including its subconsultants by classifications of personnel likely to be employed to perform Services under this Contract is contained in "Exhibit B Standard Task Order Format" which is attached hereto and made a part hereof. Any revisions to the ranges of approved hourly rates shall be negotiated with and approved by the MPO prior to being charged.

- c) **OTHER DIRECT COSTS**

Other Direct Costs include the actual costs to the CONSULTANT of project-related expenses that are required to complete the Assignment/Task Order, as defined in the following paragraphs:

- (1) **EQUIPMENT, MATERIALS AND SUPPLIES**

This item includes all equipment, materials and supplies used and consumed directly in the performance of the services hereunder not included in the CONSULTANT's Standard hourly rates, such as: special report binders, costs of plans, drawings and reports from other agencies, utility companies and other like bodies. Any equipment or material items purchased solely for the performance of the Assignment covered by this Contract which individually have a value in excess of \$100.00, shall be the property of MPO and shall be given to the MPO at the termination of this Contract, if requested.

(2) REPRODUCTIONS

This item includes the identifiable costs of copying, reproducing and printing of plans, specifications, sketches, drawings, reports, photographs and correspondence.

(3) COMMUNICATIONS AND SHIPPING

This item includes the identifiable long-distance communications, postage and express charges at actual cost.

(4) TRAVEL AND SUBSISTANCE

This item includes long-distance travel, subsistence and transportation expenses of personnel during the performance of the Assignment, not to exceed rates and limits as established by the FS Section 112.061. Mileage to be charged at \$0.445 per mile (FS 112.061(7)(d)1.a.)

(5) MISCELLANEOUS

This item includes any other identifiable project-related costs and expenses incurred by the CONSULTANT in connection with the services performed under the terms of this Contract that are not applicable to general overhead, including but not limited to special equipment rental costs and costs for temporary personnel services.

d) COST LIMITATION

(1) The total of all Costs actually incurred by the CONSULTANT, as determined and defined in this Contract, for services performed under the authorized Task Order, will not exceed the Cost Limitation established, without a formal amendment to the Task Order.

(2) In the event that the CONSULTANT's estimated total Costs for the performance of services under a Task Order are forecasted by the MPO or CONSULTANT to exceed the Cost Limitation indicated in the Task Order, the MPO and CONSULTANT shall meet to review the forecast and, if necessary, to either increase the Cost Limitation for the Task Order to provide additional cost recovery to the CONSULTANT or renegotiate the scope of the services of the Task Order so that the Cost Limitation will not be exceeded. The results of any such review requiring modification of this Contract will be detailed in a formal amendment to the Task Order.

(3) The MPO is not obligated to reimburse the CONSULTANT for costs incurred in excess of the Cost Limitation indicated for the Task Order and the CONSULTANT shall not continue performing the services and incur costs in excess of the Cost Limitation for the Task Order, unless the costs incurred are the results of error, omission or negligence on behalf of the CONSULTANT and which shall be paid solely by CONSULTANT. Once the Task Order has been formally amended in writing to increase the Cost Limitation, which has been mutually agreed to between the parties, the CONSULTANT shall continue to perform the required services. The CONSULTANT's liabilities, commitments or expenditures incurred in excess of the Cost Limitation for Task Order prior to approval by the MPO shall be at the CONSULTANT's risk and expense, unless mutually agreeable in writing by the CONSULTANT and the MPO.

e. TASK ORDER CONTRACT PRICE

- (1) The total Task Order Price consists of the sum of the Cost Limitation and any Direct Cost for each Task Order. This amount shall not be exceeded without formal amendment to the Task Order, unless the Contract is terminated in accordance with Section 8.
- (2) In the event, any action or combination of actions taken pursuant to Section 7, Changes in Scope, of this Contract are estimated by the CONSULTANT, with the written concurrence of MPO, to cause material increase or decrease in the scope of services of any Task Order, an equitable adjustment to the Fixed Fee shall be made, as well as any necessary increase or decrease in the Cost recitation. Any request by the CONSULTANT or by the MPO for an adjustment of the Task Order Contract Price must be asserted in writing within forty-five (45) days from the date of receipt by the CONSULTANT of the MPO's notification of changed work, unless the MPO shall grant a further period of time for such request resolution.

f. PROGRESS PAYMENTS TO THE CONSULTANT

- (1) For a Task Order performed under the Lump Sum Method of compensation, the CONSULTANT must prepare an invoice accompanied with a narrative statement from the CONSULTANT describing the work accomplished by the CONSULTANT during the period covered by the invoice.
- (2) For a Task Order performed under the Hourly Rate Method of compensation, the CONSULTANT must submit at the end of each monthly period, an invoice of Hourly Costs incurred in such period plus an increment of the Direct Fee earned in such period. All invoices shall be itemized in an invoice format acceptable to the MPO. All Costs included on the invoices shall be taken from the books of the accounts kept by the CONSULTANT and shall be supported by the CONSULTANT's monthly "Billing Cost Detail Report". The portion of the Professional Fee earned in such monthly period shall be determined on the basis of relative work progress accomplished in each monthly period as agreed by the MPO's Designated Representative.

4.4 INVOICE PROCESSING

Invoices received by the MPO will be processed for payment within thirty (30) days of receipt of FINANCE. CONSULTANT will be notified of questionable items contained in the invoices within fifteen (15) days of receipt by the MPO with an explanation of the deficiencies. The MPO will make an effort to resolve all questionable items contained in the CONSULTANT's invoices within thirty (30) days of receipt of the invoices by the MPO. At the end of the thirty (30) day period, the MPO shall pay the CONSULTANT the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the Hernando/Citrus Metropolitan Planning Organization.

4.5 PAYMENT IN THE EVENT OF CONTRACT TERMINATION OR SUSPENSION

In the event that a Task Order or this Contract is terminated or canceled, or the CONSULTANT's services suspended on a Task Order or this Contract, prior to completion, payment shall be made in accordance with the provisions of Section 8.

4.6. ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT

If instructed to do so by MPO, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The additional compensation shall be requested by the CONSULTANT on a revised fee quotation proposal which must be submitted to the MPO for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment or Task Order to this Contract.

SECTION 5 - WORK COMMENCEMENT/IMPLEMENTATION SCHEDULE/LENGTH OF CONTRACT

5.1 WORK COMMENCEMENT

The CONSULTANT shall commence work on each authorized Task Order within ten (10) days after receipt by the CONSULTANT of a written Notice-To-Proceed from the MPO's Designated Representative. If the CONSULTANT fails to commence work within the ten (10) day period, then the MPO shall have the right to seek other firms for the Assignment, unless the delay is due to no fault of the CONSULTANT.

5.2 IMPLEMENTATION SCHEDULE

The CONSULTANT must complete its work in accordance with the time schedule specified in the applicable Task Order/Assignment.

In the event the work of the CONSULTANT is delayed due to no fault of the CONSULTANT, which delays the completion of any Task Order of the Assignment, the CONSULTANT is entitled to an appropriate extension of the contract time for the specific Task Order.

Additional compensation to the CONSULTANT will be negotiated to the mutual agreement of the MPO and the CONSULTANT in the event such delay causes any Task Order's costs to increase for reasons beyond the CONSULTANT's control.

5.3 TERM

This Contract shall expire two (2) years after the date of execution of this Agreement and may be extended for up to one (1) additional one (1) year period, not to exceed three (3) years maximum, upon written mutual consent of the MPO and the CONSULTANT.

5.4 CONTINUING CONTRACT

In accordance with 287.055 (g), this is a "continuing contract" for professional services entered into in accordance with all procedures of this act between the MPO and the CONSULTANT, whereby the CONSULTANT shall provide professional services to the MPO for projects in which construction or professional costs do not exceed the statutory limitations imposed. Additionally, the CONSULTANT shall provide for work of a specified nature as outlined in Exhibit A of this Contract as required by the MPO.

SECTION 6 - MPO'S "DESIGNATED" REPRESENTATIVE

6.1 GENERAL

The MPO hereby designates the Executive Director of the Lee County Metropolitan Planning Organization or his/her designee to represent the MPO in all matters pertaining to and arising from the work and performance of this contract. The Executive Director of the Lee County Metropolitan Planning Organization or designee shall have the following responsibilities.

- a. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the MPO's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- b. Transmission of instructions, receipt of information and interpretation and definition of MPO policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- c. Giving prompt written notice to the CONSULTANT whenever the MPO observes, or otherwise becomes aware of, any defects or changes necessary in the project.
- d. Following the CONSULTANT's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.
- e. When appropriate, authorizing Task Orders equal to or less than limits prescribed for Continuing Contracts pursuant to the provisions of FS 287.055(g) and paragraph 2.3 hereof.

6.2 DESIGNEE

The Lee County Metropolitan Planning Organization's designee under a contract resulting from LOI #M01-2015 shall be the Executive Director of the Hernando/Citrus MPO.

SECTION 7 - CHANGES IN SCOPE

The MPO or the CONSULTANT may request changes in the Scope of Services of a Task Order. Such change(s), including any increase or decrease in the amount of the CONSULTANT's compensation for any Task Order pursuant to Section 4 – Compensation, which are mutually agreed upon by and between the MPO and the CONSULTANT, shall be incorporated by written formal amendment.

SECTION 8 - TERMINATION OF CONTRACT

8.1 TERMINATION BY MPO FOR CAUSE

The MPO may terminate this Contract for any one or more of the following reasons:

- a. If adequate progress on any phase of the assignment is not being made by the CONSULTANT as a direct result of the CONSULTANT's failure to perform.
- b. The quality of the services performed by the CONSULTANT is not in conformance with commonly accepted design codes and standards, standards of the MPO and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the MPO to be essential to the proper completion of any Assignment.
- c. The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT.
- d. The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors.
- e. The CONSULTANT violates the Standards of Conduct provisions of Section 13 herein.
- f. In the event of any of the causes described in Section 8.1, the MPO's Designated Representative may send a certified letter to the CONSULTANT requesting that the CONSULTANT show cause why the Contract should not be terminated. If adequate

assurances or acceptable reasons are not given to the MPO within fifteen (15) days of the receipt by the CONSULTANT of said show cause notice, the MPO may consider the CONSULTANT to be in default and may immediately terminate this Contract.

8.2 TERMINATION BY CONSULTANT FOR CAUSE

The CONSULTANT may cancel this Contract for the following reasons:

- a. The MPO fails to meet its obligations and responsibilities as contained in Section 3 – MPO's Rights and Responsibilities.
- b. The MPO fails to pay the CONSULTANT in accordance with Section 4 – Compensation.
- c. In the event of either of the causes described in Section 8.2, the CONSULTANT may send a certified letter requesting that the MPO show cause why the Contract should not be terminated. If adequate assurances are not given to the CONSULTANT within fifteen (15) days of the receipt by the MPO of said show cause notice, then the CONSULTANT may consider the MPO to be in default, and may immediately terminate this Contract.

8.3 TERMINATION BY MPO WITHOUT CAUSE

Notwithstanding any other provision of this Contract, the MPO shall have the right at any time to terminate this Contract in its entirety without cause, or terminate by specific Assignment without cause, provided that ten (10) days prior written notice is given to the CONSULTANT of the MPO's intent to terminate. In the event that a Task Order is terminated, The MPO shall identify the specific Task Order(s) being terminated and the specific Task Order(s) to be continued to completion pursuant to the provisions of this Contract. This Contract will remain in full force and effect as to all authorized Task Orders which are to be continued to completion under this type of arrangement.

8.4 PAYMENT IN THE EVENT OF TERMINATION

In the event this Contract or any Assignment is terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the CONSULTANT to the date of termination and any additional services thereafter will be determined by negotiation between the MPO and the CONSULTANT. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the MPO may adjust any payment to take into account any additional direct costs to be incurred by the MPO due to such default.

8.5 ACTION FOLLOWING TERMINATION

- a. Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.
- b. In the case of the MPO terminating the CONSULTANT, the CONSULTANT shall within ten (10) days, or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the MPO all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the CONSULTANT in performing the Services under this Contract, regardless of whether the work on such documents has been completed or is in progress and said documents shall remain the property of the MPO. Notwithstanding the foregoing, the CONSULTANT shall not be held liable for the accuracy or reliability of any partially completed work delivered in accordance with this provision.

8.6 SUSPENSION

- a. The performance of the CONSULTANT's service under any provision of this Contract may be suspended by the MPO at any time. In the event the MPO suspends the performance of the CONSULTANT's services hereunder, the MPO shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by the CONSULTANT, and MPO shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT to the effective date of such suspension. The MPO shall thereafter have no further obligation for payment to the CONSULTANT for the suspended services unless and until the MPO notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed.

Upon receipt of written notice from the MPO that the CONSULTANT's services hereunder are to be resumed, the CONSULTANT shall complete the services of the CONSULTANT called for in this Contract and the CONSULTANT shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the CONSULTANT under this Contract, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the CONSULTANT under this Contract unless and until the CONSULTANT has attained that state of work where the same would be due and payable to the CONSULTANT under the provisions of this Contract.

- b. If the aggregate time of the MPO's suspension(s) of the CONSULTANT's Services under any Task Order of this Contract exceeds sixty (60) days, then the CONSULTANT and the MPO shall, upon request of the CONSULTANT, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the CONSULTANT hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the CONSULTANT for the balance of the Services to be performed hereunder. No increase in compensation to the CONSULTANT shall be allowed unless it is based upon clear and convincing evidence of an increase in the CONSULTANT's costs attributable to the aforesaid suspension(s).

SECTION 9 - CLAIMS AND DISPUTES/REMEDIES

9.1 CLAIMS AND DISPUTES

Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 9.2 herein.

9.2 REMEDIES

Except as provided in Section 9.1 herein, all claims, disputes and/or matters in question between the MPO and the CONSULTANT arising out of or relating to this Contract, or the breach of it will be decided by Mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this contract shall be in the appropriate court with territorial jurisdiction over Lee County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own

attorneys' fees and costs. This contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 10 - INDEMNITY AND INSURANCE

10.1 GENERAL

INDEMNITY:

To the fullest extent permitted by Florida law, the Consultant/Firm shall indemnify and hold harmless the MPO and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant/Firm and other persons employed or utilized by the Consultant/Firm in the performance of the contract.

The Insurance provisions of LOI #M01-2015 are incorporated by reference into this contract.

10.2 INSURANCE

The CONSULTANT will possess or obtain and continuously maintain the following insurance coverage, from a company or companion authorized to do business in the State of Florida, and will provide Certificates of insurance to the MPO, evidencing such insurance, within fifteen (15) days following the CONSULTANT's receipt of Notice to Proceed on the Assignment from the MPO.

The insurance coverage shall contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the MPO.

The specific requirements of this contract have been detailed in **LOI M01-2015**. The specific requirements of the RFQ must be met to be compliant with a contract resulting from the solicitation process and may include the following:

a. Worker's Compensation

The CONSULTANT must provide Worker's Compensation for all employees at the site location, and in case any work is subcontracted, will require the Subcontractor to provide Worker's Compensation for all of its employees as per the requirements of detailed in LOI #**M01-2015**.

b. Commercial General Liability

The CONSULTANT must provide coverage for all operations as detailed in LOI #**M01-2015** including, but not limited to, Contractual, Products and completed Operations and Personal Injury. The limits will be not less than \$2,000,000 Combined Single Limit (CSL) or its equivalent.

c. Automobile Liability

The CONSULTANT must provide coverage for all owned and non-owned vehicles as detailed in LOI #**M01-2015** for limits of not less than \$1,000,000 CSL or its equivalent.

d. Professional Liability Insurance

Annual Professional Liability Insurance must be maintained with coverage in an amount as detailed in LOI #**M01-2015**. Said Professional Liability Insurance shall provide for all sums which the CONSULTANT shall be obligated to pay as damages for claims arising out of negligent performance by the CONSULTANT, or any person or subcontractor employed by the CONSULTANT, in conjunction with this Contract. This insurance shall also be maintained for a minimum of three (3) years after completion of the CONSULTANT's services under the scope of this Contract including any amendment thereto.

e. Certificates of Insurance

The CONSULTANT shall furnish all Certificates of Insurance forwarded directly to the following:

Lee County Metropolitan Planning Organization
P.O. Box 150045
Cape Coral, FL 33915

with information copied to the Designated Representative identified in Section 6.2. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification required by these provisions.

SECTION 11 - NEGOTIATION DATA

The CONSULTANT hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the CONSULTANT's compensation under this Contract may be adjusted to exclude any significant sums where the MPO determines the CONSULTANT's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the MPO during the period of this Contract and for five (5) years after final payment is made. Copies of these documents and records shall be furnished upon request to the MPO at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the MPO.

SECTION 12 - OWNER OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, field notebooks and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its services hereunder, shall be delivered to, or shall become the property of the MPO prior to final payment to the CONSULTANT. The CONSULTANT shall retain reproducible copies of all Documents for its files at Direct Reimbursable Cost. All Documents including drawings prepared by the CONSULTANT pursuant to this Contract are instruments of service in respect to the services described in the Assignment.

Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at MPO's sole risk and without liability or legal exposure to the CONSULTANT; and the MPO shall indemnify to the maximum extent permitted by law and hold harmless the CONSULTANT from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the CONSULTANT will entitle the CONSULTANT to further compensation at rates to be agreed upon by the MPO and the CONSULTANT.

Any Documents given to or prepared or assembled by the CONSULTANT and its subcontractors under this Contract shall be kept solely as property of the MPO and shall not be made available to any individuals or organizations without the prior written approval of the MPO.

The CONSULTANT may maintain copies of all work performed under this Contract for the MPO.

The CONSULTANT shall not publish any information concerning this project without the prior written consent of the MPO.

SECTION 13 - STANDARDS OF CONDUCT

13.1 CONSULTANT EMPLOYEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making of this Contract.

13.2 CONSULTANT COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

13.3 CONFLICT OF INTEREST

The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the MPO. Violation of this Section will be considered as Justification for immediate termination of this Contract under the provisions of Section 8.1.

13.4 REMOVAL OF EMPLOYEE

The MPO is empowered to require the CONSULTANT to remove any employee or representative of the CONSULTANT from working on this Assignment which the MPO determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The MPO shall notify the CONSULTANT in writing of the MPO's objections prior to the CONSULTANT's removal of any employee or representative.

13.5 PUBLICATION

The CONSULTANT shall not publish any documents or release information to the media without prior approval of the MPO.

SECTION 14 - ACCESS TO RECORDS/AUDIT

14.1 RECORDS MAINTENANCE

The CONSULTANT shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting practices. The CONSULTANT shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The MPO, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of CONSULTANT's books, records, documents, time records and cost accounts and other evidence shall be at the MPO's expense.

14.2 ACCESS TO RECORDS

The CONSULTANT shall maintain and allow access to the records required under this Section for

a period of five (5) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under Section 8 herein.

SECTION 15 - CODES AND DESIGN STANDARDS

All of the services to be performed by the CONSULTANT shall in the minimum be in accordance with commonly accepted design codes and standards, standards of the MPO and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Contract.

The CONSULTANT shall be responsible for keeping appraised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Contract. Any new codes or requirements becoming effective subsequent to the effective date of this Contract that require an additional level of effort to be performed by the CONSULTANT beyond that covered under the scope of this Contract shall be subject to negotiation for an increase in scope and compensation by an amendment to this Contract.

SECTION 16 - ASSIGNABILITY

The CONSULTANT shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the MPO, provided that claims for the money due or to become due the CONSULTANT from the MPO under this Contract may be assigned to a bank, trust company or other financial institution without such MPO approval. Notice of any such assignment or transfer shall be furnished promptly to the MPO.

SECTION 17 - CONTROLLING LAWS

This Contract is to be governed by the laws of the State of Florida.

SECTION 18 - FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 19 - SPECIAL CONDITIONS FOR STATE/FEDERAL FUNDING:

- 1. Documentation of Project Costs:** All costs charged to the Project, including any approved services 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) 2 Code of Federal Regulations.
- 2. Record Retention:** Consultant 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, Florida's CFO, or Florida Auditor General access to such records upon request. The Hernando/Citrus Metropolitan Planning Organization (MPO) shall ensure that audit working papers are made available to the Department, or its designee, Florida's CFO, or Florida Auditor General upon request for a period of at least five years.
- 3. E-Verify:** The Consultant performing work or providing services pursuant to the contract awarded for this project to utilize the U. S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the contract term.

- 4. Prohibited Interests:** No member, officer, or employee of the Lee County Metropolitan Planning Organization (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 Lee County Metropolitan Planning Organization (MPO) and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

 - 4.1.** The Consultant is required to add the above to be inserted in each of their subcontracts related to the project.
- 5. Fly America:** The Consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
- 6. Energy Conservation:** The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- 7. Clean Water:**

 - 7.1.** The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Consultant agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
 - 7.2.** The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- 8. Lobbying:** Consultants who apply or propose for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay for any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.
- 9. Access to Records:**

 - 9.1.** Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Consultant agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives, including any PMO, Consultant access to Consultant's records and construction sites pertaining to a major capital

project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5303/5d, 5307, 5309, 5339 or 5311.

- 9.2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Consultant agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Consultant, access to the Consultant's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5303/5d, 5307, 5309, 5339 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
 - 9.3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Consultant agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
 - 9.4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Consultant shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
 - 9.5. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - 9.6. The Consultant agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
 - 9.7. FTA does not require the inclusion of these requirements in subcontracts.
- 10. Federal Changes:** Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.
- 11. Clean Air:**
- 11.1. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Consultant agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
 - 11.2. The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- 12. No Obligation by the Federal Government:**

- 12.1. The Purchaser and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- 12.2. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subConsultant who will be subject to its provisions.

13. Program Fraud and False or Fraudulent Statements or Related Acts:

- 13.1. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.
- 13.2. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.
- 13.3. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subConsultant who will be subject to the provisions.

14. Termination:

- 14.1. **Termination for Convenience** – Lee County Metropolitan Planning Organization (MPO), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- 14.2. **Termination for Default** - If the Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, Lee County Metropolitan Planning Organization (MPO) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by Lee County Metropolitan Planning Organization (MPO) that the Consultant had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Consultant, Lee County Metropolitan Planning Organization (MPO), after setting up a new delivery of performance schedule, may allow the Consultant to continue work, or treat the termination as a termination for convenience.

- 14.3. Opportunity to Cure:** Lee County Metropolitan Planning Organization (MPO) in its sole discretion may, in the case of a termination for breach or default, allow the Consultant [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Consultant fails to remedy to Lee County MPO satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Consultant of written notice from Lee County MPO setting forth the nature of said breach or default, Lee County MPO shall have the right to terminate the Contract without any further obligation to Consultant. Any such termination for default shall not in any way operate to preclude Lee County MPO from also pursuing all available remedies against Consultant and its sureties for said breach or default.

- 15. Suspension and Debarment:** This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

- 15.1.** The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

- 15.2.** By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

- 15.2.1.** The certification in this clause is a material representation of fact relied upon by the Lee County MPO. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Lee County MPO, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

16. Civil Rights:

- 16.1. Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Consultant shall not discriminate against on the basis of race, age, creed, disability, marital status, color, national origin or sex. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy, as the MPO deems appropriate. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- 16.2. Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying agreement:

- 16.2.1. Race, Color, Creed, National Origin, Sex** – In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, 23 U.S.C. § 324, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal

Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

- 16.2.2.** *Age* - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 through 634, Title 42 U.S.C. § 6101 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.
- 16.2.3.** *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.
- 16.2.4.** *Access to Services for Persons with Limited English Proficiency* – To the extent applicable and except to the extent that FTA determines otherwise in writing, the Consultant agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient"
- 16.2.5.** *Environmental Justice* – The Consultant agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.
- 16.2.6.** *Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections* – To the extent applicable, the Consultant agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201 et seq., and any amendments to these laws.
- 16.2.7.** *Other Nondiscrimination Laws* – The Consultant agrees to comply with all applicable provisions of other federal laws, regulations, and directives pertaining to and prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing. The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

16.3. The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

17. Title VI Nondiscrimination Policy Language: During the performance of this contract, the Consultant, for itself, its assignees and successors in interest agrees as follows:

- 18. Compliance with Regulations:** The Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- 19. Nondiscrimination:** The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant 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.
- 20. Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- 21. Information and Reports:** The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- 22. Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
- 22.1. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- 22.2. cancellation, termination or suspension of the contract, in whole or in part.
- 23. Incorporation of Provisions:** The Consultant shall include the provisions of paragraphs 15.17.1 through 5.17.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Consultant 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 Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- 24. Breaches and Dispute Resolution:**

- 24.1.** Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Lee County MPO. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Consultant mails or otherwise furnishes a written appeal to the Lee County MPO. In connection with any such appeal, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Lee County MPO shall be binding upon the Consultant and the Consultant shall abide by the decision.
- 24.2.** Performance During Dispute - Unless otherwise directed by the Lee County MPO, Consultant shall continue performance under this Contract while matters in dispute are being resolved.
- 24.3.** Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- 24.4.** Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Lee County MPO and the Consultant arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Lee County MPO is located.
- 24.5.** Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Lee County MPO or Consultant shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- 25. Incorporation of Federal Transit Administration (FTA) Terms:** The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any of the Lee County MPO requests which would cause the Lee County MPO to be in violation of the FTA terms and conditions.
- 26. Disadvantaged Business Enterprises:** The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this solicitation and awarded contract. It is the policy of the Lee County Metropolitan Planning Organization (MPO) to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a Disadvantaged Business Enterprise. The agency's overall goal for DBE participation for its transit program is 9.91%. A DBE contract goal has not been assigned to this solicitation. The bidder/offeror shall make good faith efforts, as defined in the Board's adopted Transit System's Disadvantaged Business Enterprise Program and 49 CFR Part 26, Appendix A to meet the agency's goal for DBE participation in the performance of this contract.
- The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subConsultant whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is

participating in the contract as provided in the commitment made under (4); and (6) evidence of good faith efforts to meet the agency's goal.

You are further advised that the following language applies to this solicitation and will be added to any contract, as applicable, in verbatim:

- A. *The Lee County MPO 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 MPO 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.).*
- B. *The Consultant, sub-recipient, or subConsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant 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.*
- C. *The prime consultant agrees to pay each sub-consultant under this prime contract, for satisfactory performance of its contract, no later than 30 days from the receipt of each payment the prime consultant receives from the MPO. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause, following written approval of the MPO. [This clause applies to both DBE and non-DBE sub-consultants.]*

The prime consultant agrees to return retainage payments to each sub-consultant within 30 days after the sub-consultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause, following written approval of the MPO. This clause applies to both DBE and non-DBE sub-consultants.

SECTION 20 - EXTENT OF CONTRACT

This Contract, together with the LOI #M01-2015 issued June 6, 2015 and the proposal submitted by Atkins, Inc. and the Exhibits hereinafter identified and listed in this Section 20, incorporated herein and made a part hereof by this reference, constitute the entire Agreement between the MPO and the CONSULTANT and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract.

The Exhibits supplemental to and made a part of this Contract are as follows:

- | | |
|------------|---|
| Exhibit A: | Scope of Work |
| Exhibit B: | Task Order Format and Standard Hourly Rates |
| Exhibit C: | Notices and Address of Record |
| Appendix 1 | Forms |
| Appendix 2 | General Conditions and Federal Requirements |

Contract #M01-2015-4411
MPO-General Planning Consultant

EXHIBIT "A"
SCOPE OF SERVICES

Lee County Metropolitan Planning Organization (MPO)
General Planning Services Annual contract
LOI: M01-2015

SCOPE OF SERVICES

The Lee County Metropolitan Planning Organization (MPO) is responsible for the development and implementation of a balanced, integrated, and multimodal transportation program which efficiently moves traffic. The MPO's goal is to ensure that a continuing, comprehensive and cooperative approach to planning for transportation needs is maintained and properly coordinated with other MPOs, Florida Department of Transportation (FDOT) and Federal Highway Administration (FHWA). To reach their goal, the MPO annually develops and reviews planning activities relating to roadway capacity improvements, congestion management, enhancement, transit, and rail and aviation projects. Any firm chosen for this Scope of Services will support and assist MPO Staff and other consultants hired by MPO Staff with any tasks shown in the MPO's Unified Planning Work Program (UPWP).

The MPO requires the services of one or more Consultants to provide production support to the MPO transportation planning activities. The work involves providing guidance and assistance to the MPO staff on a work assignment basis in a variety of planning, engineering, administrative, technical, analytical, statistical, graphical, public involvement and product review activities. Specific tasks will be assigned to the consultant(s) selected by the Lee County MPO on an as-needed basis.

MAJOR TYPES OF WORK:

- Safety and Security Planning
- Policy Planning
- Systems Planning
- Sub-Area / Corridor Planning
- Land Planning / Engineering
- Transit Planning
- Traffic Data Collection
- Short and Long Range Planning
- Conceptual Design Services

The types of work involved may include, but is not limited to, the following examples:

SCOPE OF WORK:

1. Community Impact Assessment;
 2. Safety And Security Planning;
 3. Development of Project Traffic;
 4. Preparation of Corridor Studies;
 5. Development of Regional Impact Reviews;
 6. Traffic Modeling;
 7. Traffic Data Collection Services;
-

8. Access Management Studies;
9. Environmental Data Collection and Analysis;
10. Engineering Data Collection and Analysis;
11. Preliminary Right-Of-Way Analysis;
12. Traffic Operations Analysis Studies;
13. Preparation of Long Range Transportation Plan;
14. Level of Service Analysis;
15. Long Range Transportation Planning to include modeling assistance;
16. Modeling Land Use Scenarios;
17. Mapping and Graphics Production;
18. Transit Planning;
19. Community Impact Assessment;
20. Conducting Bicycle/Pedestrian Action Plans;
21. Congestion Management Analysis;
22. Toll Feasibility Analysis;
23. Support Staff at Public Meetings;
24. Public involvement assistance including website development, newsletter production and other educational and informational materials, as necessary;
25. Assist staff with Grant Applications;
26. Develop project information, including community impacts, including input into the Efficient Transportation Decision Making (ETDM) process;
27. Evaluate potential Transportation Regional Incentive Program (TRIP) applications;
28. Review of Project Development & Environment studies;
29. Developing Project Cost Estimates;
30. Providing administrative support to the MPO;
31. Livability and Complete Streets Planning;
32. Planning and Conceptual Design of Bicycle/Pedestrian, Intersection and Transit Improvements;
33. Traffic and Bicycle/Pedestrian Count Data Collection and Survey Data Collection;
34. Plans Review.

This scope of services was written by the Lee County MPO, but can be used by any FDOT District One MPO (Collier, Charlotte, Sarasota/Manatee or Polk MPOs) and/or Lee Tran. The contracts are classified as fixed term agreements for various and miscellaneous professional transportation planning consulting services which will be utilized on an as-needed basis. Tasks will be assigned by means of work orders, each of which will include a written scope of work specifying the products to be produced and/or services to be performed, and specify the completion date and maximum compensation to be paid for completion of the work specified therein. Work orders for more than \$25,000 shall require the approval of the MPO Board. Compensation under the work orders shall be based upon the negotiated schedule of hourly rates and charges specified in the contract.

All work to be performed must follow federal and state laws, procedures and guidelines; and the selected firms shall be responsible for knowledge of and the compliance with all applicable local, state and Federal codes and regulations.

EXHIBIT "B"
STANDARD LABOR RATE SCHEDULE

The following hourly rates include all direct and indirect costs except direct expenses. Indirect costs include such items as overhead, profit and such statutory and customary fringe benefits as social security contributions, sick leave, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, annual leave and holiday pay.

PRIME CONSULTANT

Position Classifications	Hourly Rates
Principal	
Chief Engineer	
Senior Engineer	
Senior Landscape Architect	
Senior Planner	
Senior Programmer	
Senior Specialist	
Landscape Architect	
Project Engineer	
Engineer	
Project Planner	
Planner	
Senior Technician	
Analyst	
Senior Support Staff	
Support Staff	
Technician	

SUB-CONSULTANT (All Traffic Data Services, Inc.)

Position Classifications	Hourly Rates
Principal	
Chief Engineer	
Senior Specialist	
Project Manager	
Principal Planner	
Senior Planner	
Project Engineer	
Senior Transportation Engineer	
Transportation Engineer	
Senior Project Engineer II	
Project Planner	
Engineering Technician	
Senior Engineering Technician	
Planner	
Support Staff/Admin/Clerical	
Senior Environmental Scientist	
Senior Designer II	
Designer II	

GENERAL PUBLIC INVOLVEMENT SERVICES SELECTION COMMITTEE RANKING AND RECOMMENDATION

RECOMMENDED ACTIONS: Review and Approval of the General Public Involvement Services selection committee rankings and recommendation to negotiate contracts with the four firms.

The MPO advertised a Request for Proposals (RFP) for General Public Involvement Services to conduct public involvement tasks and projects consistent with the MPO's Unified Planning Work Program on June 22, 2015. The deadline for submittal of the proposals was August 7, 2015. Staff received submittals from the following four firms:

- Media Relations Group Inc.
- Cella Molnar & Associates Inc.
- Quest Corporation of America Inc.
- Gravina Smith Matte & Arnold, Inc.

The Selection Committee included Don Scott, Johnny Limbaugh and Ron Gogoi and they ranked the submittals prior to the August 28, 2015 selection committee meeting. On August 28th, the Selection Committee held a publicly advertised meeting to confirm the firms that they were recommending the MPO negotiate contracts with for on-call tasks. Based on the discussions on the scoring and the firm's expertise, the Selection Committee recommended negotiating contracts with all four (4) of the firms listed above. From a review of the contracts over the last two years, the MPO staff estimates that we spend about a \$100,000 a year on public involvement activities. The contract term will be for two years with the option to renew for an additional year.

Attached is the scope of work and the selection committee member scores. The MPO Board is being asked to approve the selection committee recommendation and direct staff to begin contract negotiations with the four firms.

Lee County Metropolitan Planning Organization (MPO)

General Public Involvement/Information Services

Annual contract

LOI: M02-2015

SCOPE OF SERVICES

The Lee County Metropolitan Planning Organization (MPO) is responsible for the development and implementation of a balanced, integrated, and multimodal transportation program which efficiently moves traffic. The MPO's goal is to ensure that a continuing, comprehensive and cooperative approach to planning for transportation needs is maintained and properly coordinated with other MPOs, Florida Department of Transportation (FDOT) and the Federal Highway Administration (FHWA). To reach their goal, the MPO annually develops and reviews planning activities relating to roadway improvements, congestion management, bicycle /pedestrian, transit, and rail and aviation projects. Any firm chosen for this Scope of Services will support and assist MPO Staff and other consultants hired by MPO Staff with any tasks shown in the MPO's Unified Planning Work Program (UPWP).

The MPO requires the services of one or more Consultants to provide public involvement/information support to the MPO transportation planning activities. Consultants will assist the MPO with public outreach activities. Work may include organizing and facilitating public workshops and meetings, identifying potential stakeholders, production of professional quality graphics, displays, publications and PowerPoint presentations and implementation of surveys and analysis of results. Consultants will assist MPO staff in complying with state and federal requirements by incorporating visualization techniques into their work products. Consultant tasks may also include planning and implementation of education, safety and awareness strategies for bicyclist, pedestrians and motorists.

The work involves providing guidance and assistance to the MPO staff on a work assignment basis in a variety of public involvement/information and product review activities. Specific tasks will be assigned to the consultant(s) selected by the Lee County MPO on an as-needed basis.

Key Services

The types of work involved may include, but is not limited to, the following examples:

- Community Assessments
 - Custom Project Branding, Graphic Design of Electronic/Print Material & Copywriting
 - Elected Official, Agency & Key Stakeholder Coordination
 - Elected Official, Agency & Key Stakeholder Database Development
 - Media Relations / Press Releases
 - Open House / Public Hearing Event Planning & Coordination
 - MPO Committee Meeting Coordination/Administrative support
 - Public Involvement activities in support of transit studies and activities
-

- Public Comment Facilitation, Correlation & Database Management
- Public Involvement Plan Development
- Social Media Relations & Management
- Targeted Outreach Assessment & Coordination
- Website Development & Management
- Audio-Visual Presentations and Meeting Handouts
- Large Aerial Graphics
- Reports and Analysis in support of compliance with FHWA Title VI Program Requirements
- Newsletters and Mailings
- Newspaper Advertisements
- Photographic Renderings
- Project Summaries
- Video Production / PSA development
- Grant Writing and Management
- Facilitation/Visioning
- Bilingual Communications and Spanish-language Media Support

This scope of services was written by the Lee County MPO, but can be used by any FDOT District One MPO (Collier, Charlotte, Sarasota/Manatee or Polk MPOs) and/or Lee Tran. The contracts are classified as fixed term agreements for various and miscellaneous professional public involvement consulting services which will be utilized on an as-needed basis. Tasks will be assigned by means of work orders, each of which will include a written scope of work specifying the products to be produced and/or services to be performed, and specify the completion date and maximum compensation to be paid for completion of the work specified therein. Work orders for more than \$25,000 shall require the approval of the MPO Board or Executive Committee. Compensation under the work orders shall be based upon the negotiated schedule of hourly rates and charges specified in the contract.

All work to be performed must follow federal and state laws, procedures and guidelines; and the selected firms shall be responsible for knowledge of and the compliance with all applicable local, state and Federal codes and regulations.

-Balance of page left blank -



GovernmentForms.manager™
Electronic Submittal & Selection Process
Lee County Metropolitan Planning Organization

ID/Sol No. M02-2015
 Name General Public Information/Involvement Services (Annual Contract)
 Type Shortlist
 Evaluations Due Ongoing

	Media Relations Group, LLC	Quest Corporation of America, Inc.	Cella Molnar & Associates, Inc.	Gravina Smith Matte & Arnold Marketing and Public Relations
Don Scott	85	82	83	81
Johnny Limbaugh	99	96	98	95
Ron Gogoi	95	100	95	88
Grand Total	279	278	276	264
Average Score	93.0	92.7	92.0	88.0
Progressive Rank (Cummulative Position)	1 (4)	2 (7)	2 (7)	4 (12)

Firm's above are sorted by total score (100% Complete)

**UPDATE ON THE DEVELOPMENT OF THE
2040 LONG RANGE TRANSPORTATION PLAN**

RECOMMENDED ACTION: Update and provide input on the development of the 2040 Long Range Transportation Plan.

Staff will provide an update on the development of the 2040 Long Range Plan that will include an overview of the public outreach activities that have occurred over the last few weeks and the comments that we have received. Staff will also provide an update on the roadway project needs list and project cost estimates.

REVIEW OF THE UPDATED DRAFT PUBLIC INVOLVEMENT PLAN (PIP) TO SEND OUT FOR PUBLIC COMMENT

RECOMMENDED ACTIONS: Review of the updated draft Public Involvement Plan to send it out for public comment prior to final approval at the November MPO Board meeting (**attached**).

The MPO staff has updated the *Public Involvement Plan* (PIP) addressing the comments that we have received and is now seeking approval of the draft prior to advertising and sending it out for public comment. The document has been updated to include changes in our regional coordination activities, additional language to address public involvement activities for LeeTran requirements, updated pictures and references to federal legislation. The revisions also include the soon to be approved changes to the Committee's and the Board reflecting the addition of Estero. The TAC and CAC unanimously approved the draft document for advertising the forty-five day public comment period review.

Adopted:
?/2015

PUBLIC INVOLVEMENT PLAN



815 Nicholas Parkway
P.O. Box 150045
Cape Coral, Florida 33915-0045
Phone: 239-244-2220
Fax: 239-790-2695
www.leempo.com



Intentionally left blank.



Table of Contents

Acronyms	4
Purpose of the Metropolitan Planning Organization (MPO)	6
Lee County Metropolitan Planning Organization (MPO) Board and Committee Agendas & Advertisement Requirements	6
Long Range Transportation Plan (LRTP).....	7
Transportation Improvement Program (TIP)	10
MPO Local Priorities.....	12
Unified Planning Work Program (UPWP).....	14
Public Involvement Plan (PIP)	16
Congestion Management Process (CMP)	17
Transportation Disadvantaged Service Plan (TDSP)	17
Transit Development Plan (TDP).....	17
Other Planning Documents for Review by the Public.....	18
Lee County Metropolitan Planning Organization (MPO) vs. State and Local Government Roles in Public Involvement during Transportation System Planning, Programming and Implementation... ..	19
Federal Public Participation Standards	20
Federal Regulations	22
Public Participation Goals & Public Involvement Tools Evaluation	23
Public Outreach Techniques	26
Feedback Information.....	28
Appendix I:	
Regional Public Involvement Program.....	30



ACRONYMS			
ACRONYM	DESCRIPTION	ACRONYM	DESCRIPTION
AADT	Annual Average Daily Traffic	CUTS	Coordinated Urban Transportation Systems
ADA	American Disabilities Act	DB	Design Build
ADM	Administration	DBE	Disadvantaged Business Enterprise
AMDA	Application for Master Development Approval	DMS	Dynamic Messaging System
AMPO	Association of Metropolitan Planning Organization	DOT	Department of Transportation
ATIS	Advanced Traveler Information System	DRI	Development of Regional Impact
ATMS	Advanced Traffic Management System	EAR	Evaluation and Appraisal Report
ATPPL	Alternative Transportation in Parks and Public Lands	EEO	Equal Employment Opportunity
BOCC	Board of County Commissioners	EMO	Environmental Management Office
BPAC	Bicycle Pedestrian Advisory Committee	ENV	Environmental Mitigation
BPCC	Bicycle Pedestrian Coordinating Committee	ESRI	Environmental Systems Research Institute
BRT	Bus Rapid Transit	EST	Environmental Screening Tool
Bus.	Business	ETAT	Environmental Technical Advisory Team
CAC	Citizen's Advisory Committee	ETDM	Efficient Transportation Decision Making
CAD	Computer Aided Drafting	FAC	Federal Aid Circular
CAMP	Corridor Access Management Plan	FAP	Federal Aid Program
CAP	Capital Grant	FDOT	Florida Department of Transportation
CAT	Collier Area Transit	FGCU	Florida Gulf Coast University
CEI	Construction Engineering Inspection	FHWA	Federal Highway Administration
CEMP	Comprehensive Emergency Management Plan	FIHS	Florida Interstate Highway System
CFASPP	Continuing Florida Aviation System Planning Process	FM	Federal Management
CFDA	Catalogue of Federal Domestic Assistance	FMR	Federal Management Regulation
CFR	Code of Federal Regulations	FPN	Financial Project Number
CIGR	County incentive Grant Program with Growth Management Funds	FPTA	Florida Public Transportation Association
CIP	Capital Improvement Program	FS	Florida Statutes
CM/TSM	Congestion Mitigation/Transportation System Management	FSUTMS	Florida Standard Urban Transportation Model Structure
CMR	Congestion Monitoring Report	FY	Fiscal Year
CMP	Congestion Management Process	GA	General Aviation
CMS	Congestion Management System	GIS	Geographical Information Systems
COOP	Continuity of Operation Plan	HWY	Highway
CRA	Community Redevelopment Agency	I-	Interstate
CRT	Commuter Rail Transit	ICAR	Intergovernmental Coordination and Review
CTC	Community Transit Coordinator	IDAS	Intelligent Transportation Systems Deployment Analysis System
CTST	Community Traffic Safety Team	ITS	Intelligent Transportation System
CTD	Commission for Transportation Disadvantaged	IMS	Incident Management System
CUTR	Center for Urban Transportation Research	ISTEA	Intermodal Surface Transportation Efficiency Act of 1991

ACRONYMS			
ACRONYM	DESCRIPTION	ACRONYM	DESCRIPTION
JPA	Joint Participation Agreement	SIB	State Infrastructure Bank
LAP	Local Agency Program	SIS	Strategic Intermodal System
LAR	Local Advance Reimbursement	SMS	Safety Management System
LC	Lee County	SOV	Single Occupancy Vehicle
LCB	Local Coordinating Board	SR	State Road
LCDOT	Lee County Department of Transportation	SRTS	Safe Route to School
LCHSTP	Locally Coordinated Public Transit Human Services Transportation Plan	STP	Surface Transportation Program
LOS	Level of Service	SW	Sidewalk
LRTP	Long Range Transportation Plan	SWFIA	Southwest Florida International Airport
LUAM	Land Use Allocation Model	SWFMRT	Southwest Florida Metro-Regional Transportation
MCC	Model Coordinating Committee	SWFRPC	Southwest Florida Regional Planning Council
MN	Maintenance	TA	Transportation Alternatives
M&O	Maintenance and Operations	TAC	Technical Advisory Committee
MPO	Metropolitan Planning Organization	TAN	Transportation Advisory Network
MPOAC	Metropolitan Planning Organization Advisory Council	TAZ	Traffic Analysis Zone
MPP/PL	Metropolitan Planning Program	TD	Transportation Disadvantaged
MSTU	Municipal Service Taxing Unit	TDM	Transportation Demand Management
N, S, E, W	North, South, East, West	TDP	Transit Development Plan
NARC	National Association of Regional Councils	TDSP	Transportation Disadvantaged Service Plan
NEPA	National Environmental Policy Act	T/E Grant	Trip Equipment Grant
NHAC	Principle Arterials	TEA	Transportation Enhancement Application
NS/EW	North South/East West	TEA-21	Transportation Equity Act for the 21 st Century
OMB	Office of Management and Budget	TELUS	Transportation Economic and Land Use System
OPS	Operations Grant	TIA	Traffic Impact Analysis
PDA	Personal Digital Assistant	TIM	Traffic Impact Analysis
PDC	Present Day Cost	TIP	Transportation Improvement Plan
PD&E	Project Development and Environment	TMA	Transportation Management Area
PE	Preliminary Engineering	TMC	Transportation Monitoring Center
PIP	Public Involvement Plan	TMOC	Traffic Management Operations Committee
PL	Planning	TOP	Transportation Operations Program
PTO	Public Transportation Organization	TRANPLAN	Transportation Planning
RFP	Request for Proposal	TRIP	Transportation Regional Incentive Program
ROW, R/W	Right of Way	TRB	Transportation Research Board
RW	Runway	ULAM	Urban Land Use Allocation Model
SAFETEA-LU	Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users	UPWP	Unified Planning Work Program
SAP	Specific Area Plans	USC	United States Code
SEIR	State Environment Impact Report	UZA	Urbanized Area



ACRONYMS			
ACRONYM	DESCRIPTION	ACRONYM	DESCRIPTION
VASI	Visual Approach Slope Indicator		
ZDATA	Zonal Data		



1. Purpose

The *Public Involvement Plan (PIP)* identifies a proactive public involvement process for the development of the Long Range Transportation Plan and other planning activities of the Lee County Metropolitan Planning Organization (MPO). This process provides for complete information, timely public notice, full access to key decisions and early and continuing involvement of the public.

The obligation to provide information and consider public input in decision-making was made explicit by the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA). This strong federal emphasis on public involvement was continued in the Transportation Equity Act for the 21st Century (TEA-21) in 1998, continued in SAFETEA in 2003 and SAFETEA-LU in 2005, finally through Moving Ahead for Progress in the 21st Century (MAP-21) in July 2012. The true test of a successful public involvement plan is the level of public awareness and feedback. Too often, public participation does not occur until after the community-at-large becomes aware of an unpopular decision, at which point large citizen efforts become necessary to change decisions after the fact. A planning process that involves the average citizen early makes the public a participant in any decision that is ultimately made.

The *Public Involvement Plan* was adopted by the Lee County Metropolitan Planning Organization on April 18, 1997, and it has been amended as needed since then.

2. Lee County Metropolitan Planning Organization Board and Committee Agendas and Advertisement Requirements

Lee County Metropolitan Planning Organization (MPO)	Technical Advisory Committee (TAC)	Citizen Advisory Committee (CAC)
<ul style="list-style-type: none"> • Consists of 18 voting members that include: <ul style="list-style-type: none"> • Lee County: 5 • City of Cape Coral: 5 • City of Fort Myers: 3 • City of Bonita Springs: 2 • City of Sanibel: 1 • Town of Fort Myers Beach: 1 • Village of Estero: 1 	<ul style="list-style-type: none"> • Consists of 17 voting members that include: <ul style="list-style-type: none"> • Local agency planners, engineers, and transit operators who make recommendations to the Lee County MPO on transportation plans, programs, amendments, and priorities on behalf of the agencies they represent. 	<ul style="list-style-type: none"> • Consists of 26 members that include: <ul style="list-style-type: none"> • 2 members from different communities within each county commission district • 11 members are distributed based on jurisdiction <ul style="list-style-type: none"> • City of Cape Coral: 5 • City of Fort Myers: 3 • City of Sanibel: 1 • Town of Fort Myers Beach: 1 • City of Bonita Springs: 2 • Village of Estero: 1 • 1 Transportation-handicapped • 2 At-Large positions to ensure minority, LEP and low income participation



Traffic Management and Operations Committee (TMOC)

- Consists of 19 voting members that include:
- Local agency traffic engineers and planners. It oversees the MPO's congestion management system, and recommends congestion mitigation measures for programming with federal funds. It also oversees the planning of Intelligent Transportation Systems project and programs.

Transportation Disadvantaged Local Coordinating Committee (TDLCB)

- Consists of government, social service agency, citizen, and consumer representatives who oversee the provision of safe, efficient, cost-effective and quality transportation services to Lee County's elderly, handicapped and low income residents

Bicycle Pedestrian Coordinating Committee (BPCC)

- Consists of 20 voting members that include:
 - 16 Local personnel who are responsible for bicycle and pedestrian planning for their agencies. It coordinates these agencies' bicycle/pedestrian planning activities, reviews provisions for pedestrians and cyclists in state and federal aid surface transportation projects, and advises the Lee County MPO on the development of the bicycle and pedestrian element of its transportation plan and the programming of bicycle and pedestrian facilities.
 - 4 At-Large Citizen seats for Lee County Citizen's that are active in the community.

Board/Committee	Advertise with News-press		Post on MPO Website	Submit Notification to Local Jurisdiction TV stations	Mail out Packet	Email out Packet
	# of days Submitted prior to Meeting	# of days Advertised prior to Meeting	# of days Posted prior to Meeting	# of days Submitted prior to Meeting	# of days Mailed out prior to Meeting	# of days Emailed out prior to Meeting
MPO	11	7	8	8	8	8
CAC	n/a	n/a	8	8	8	8
TAC	n/a	n/a	8	8	8	8
TMOC	n/a	n/a	8	8	8	8
TDLCB	16	14	8	8	14	14
BPCC	n/a	n/a	8	8	8	8

3. Long Range Transportation Plan (LRTP)



The intent and purpose of the Long Range Transportation Plan (LRTP) is to encourage and promote the safe and efficient management, operation, and development of a cost feasible intermodal transportation system that will serve the mobility needs of people and freight within and through the urbanized area, while minimizing transportation related fuel consumption and air pollution.

When developing the LRTP, the MPO must consult with a wide variety of state and local agencies and afford the opportunity to comment on the plan to a wide variety of groups. The agencies include, as appropriate, those that are responsible for land use management, natural resources, environmental protection, conservation, and historic preservation. The groups include citizens, affected public agencies, representatives of public transportation employees, private freight shippers, providers of freight transportation services, private providers of transportation, representatives of users of public transit, representatives of users of pedestrian walkways and bicycle facilities, representatives of the disabled, and other interested parties with a reasonable opportunity to comment on the LRTP.

The MPO shall, at a minimum, include the following in its public participation process:

- Provide reasonable public access to technical and policy information used in the development of the LRTP;
- Provide adequate public notice of public involvement activities and time for public review and comment at key decisions, such as but not limited to the approval of the LRTP;
- Demonstrate explicit consideration and response to public input received during the plan development process;
- Employ visualization techniques to describe the LRTP (maps and charts of changes);
- Make the LRTP and any associated information available in electronic format such as World Wide Web (the MPO's website);
- Hold public meetings at convenient times and accessible locations;
- Seek out and consider the needs of those traditionally under served by existing transportation systems, including but not limited to low-income and minority households;
- When significant written and oral comments are received on a draft LRTP (including the financial plan) as a result of public involvement, a summary, analysis, and report on the disposition of comments shall be made part of the final LRTP; and
- If the final LRTP differs significantly from the one made available for public comment or raises new material issues, an additional opportunity for public comment must be made available.

The Lee County MPO would like to have participants from the entire community attending the public hearings and workshops given by the MPO. The public is encouraged to contact the Lee County MPO Staff seven (7) days in advance of a public hearing or workshop for the LRTP update if they are in need of assistance for transportation to and from the event being held by the Lee County MPO. The Lee County MPO shall make arrangements to meet the need from the public to the best of their ability.

The Lee County MPO must submit a major LRTP amendment to the District and other parties every five (5) years. The next scheduled major LRTP update is due by the end of 2015. MPO Staff is currently undergoing activities to update the LRTP and meet the deadline of December 2015. See Appendices I and II for the Regional Public Involvement Program.



L RTP Plan Update and Amendment Process

MAJOR UPDATE PROCESS (Adoption) The LRTP is required to be updated every five (5) years.	MAJOR AMENDMENT This includes major changes to project costs, initiation dates, design concept, scope changes for existing projects, adding or deleting projects from the plan
<ul style="list-style-type: none"> ▪ Staff will submit all suggested plan amendments received or initiated by it to the Lee County MPO Board members and committees. ▪ The TAC will review each request received to determine if extensive technical investigation of the suggested modification would be required, and if so, whether such investigation is or is not justified. The TAC will determine the kind of analysis and the level of effort required, designate responsibilities for any further work, and evaluate the probable benefits of any further analysis and testing it deems necessary. ▪ When developing the LRTP, MPO's must consult with a wide variety of State and local agencies and afford the opportunity to comment on the plan to a wide variety of groups. The agencies include, as appropriate, those that are responsible for land use management, natural resources, environmental protection, conservation, and historic preservation. The groups include citizens, affected public agencies, representatives of public transportation employees, private freight shippers, providers of freight transportation services, private providers of transportation, representatives of users of public transit, representatives of users of pedestrian walkways and bicycle transportation facilities, representatives of disabled, and other interested parties with a reasonable opportunity to comment on the LRTP. ▪ At the commencement of the process of the LRTP, the MPO shall extend notice to the Department and the Port Authority advising the scope of the work to be under taken and inviting comment and participation in the development process. The MPO shall ensure that the chief operating officials of the Department and the Port Authority shall receive approximately 14 days written formal notice of all public workshops and hearings related to the development of such plans and programs. ▪ Advertise the Major Update/Major amendment in the local newspaper, on local TV stations, and on the Lee County MPO's website, the public hearing notices of the proposed changes to the plan are advertised 30 days prior to the scheduled hearing. ▪ Distribute the draft plan with proposed changes to the local library system and local government agencies 14 days prior to public hearing. ▪ Post the draft plan with proposed changes on the Lee County MPO's website 14 days prior to the public hearing. ▪ A newsletter shall be distributed to the Transportation Advisory Network and other interested parties 14 days prior to a public hearing on a comprehensive update or amendment of the Lee County MPO's LRTP. This newsletter shall identify projects that are under consideration, and provide interested parties with the date, time and location of relevant workshops, meetings, and public hearings related to these issues. ▪ Take proposed changes to the Committees of the Lee County MPO Board for review and comments. ▪ Take proposed changes to the Lee County MPO's Board for review and comments and open a public comment period of 30 days at the Lee County MPO's meeting. ▪ Bring the final version back to the Lee County MPO Board for final approval and adoption after a 30 day public review period has been completed, this will require a roll call vote. 	

- Seek out and consider the needs of those traditionally underserved by the existing transportation systems, including but not limited to low-income and minority households.
- When significant written and oral comments are received on a draft LRTP (including the financial plan) as a result of public involvement, a summary, analysis, and report on the disposition of comments shall be made part of the final LRTP.
- If the final LRTP differs significantly from the one made available for public comment or raises new material issues, and additional opportunity for public comment must be made available.

Administrative Modification

This includes minor changes to project/phases costs, funding sources , project/phase initiation dates, does not require public review and comment or re-demonstrating fiscal constraint

- Lee County MPO staff will make corrected changes in draft form and bring them to the Committees for recommendation of approval to the Lee County MPO Board.



4. Transportation Improvement Program (TIP)

In accordance with the Metropolitan Planning Organization (MPO) Program Management Handbook, the MPO shall provide all interested parties reasonable opportunity to comment on the Transportation Improvement Program (TIP) as required in 23 C.F.R. 450.316 (Interested parties, participation, and consultation). Those “interested parties” include citizens, affected public agencies, representatives of public transportation employees, freight shippers, providers of freight transportation services, private providers of transportation, representatives of users of public transportation, pedestrian walkways, bicycle transportation facilities, and the disabled. The MPO will coordinate with LeeTran on including



their Program of Projects (POP) in the TIP and provide public review and participation to help meet the public requirements necessary for their various grant programs. This will include informing the public that the TIP public hearing requirements are being used to address the public hearing requirements for Section 5307 funding.

In addition the MPO shall do the following when developing the Transportation Improvement Program (TIP):

- Provide adequate and timely notice about public participation activities;
- Use visualization techniques to describe the TIP;
- Make public information available in electronic formats such as World Wide Web;
- Hold public meetings at convenient times and accessible locations;
- Seek out and consider the needs of those traditionally under served by existing transportation systems such as low-income and minority households;
- Provide additional opportunity for public comment if the Final TIP differs significantly from the Draft TIP;
- Demonstrate explicit consideration and response to public input and provide a summary, analysis, and report on the comments received on the TIP if there were a significant number of comments received;
- Consult with state and local agencies that are responsible for other types of planning within the metropolitan area (such as planned growth, economic development, environmental protection, airport operations and freight movements).

The Lee County MPO must submit the approved TIP to the District and other parties no later than July 15. The District will review the TIP and prepare written comments within 14 calendar days of receipt from the Lee County MPO no later than August 1.

TIP Plan Amendment Process

AMENDMENT	PROCEDURES
Annual TIP Adoption	<ul style="list-style-type: none"> ▪ The Lee County MPO shall provide all interested parties reasonable opportunity to comment on the TIP as required in 23 C.F.R. 450.316 (Interested parties, participation, and consultation). Those “interested parties” include citizens, affected public agencies, representatives of public transportation employees, freight shippers, providers of freight transportation services, private providers of transportation, representatives of users of public transportation, pedestrian walkways, bicycle transportation facilities, and the disabled. ▪ Consult with state and local agencies that are responsible for other types of planning within the metropolitan area (such as planned growth, economic development, environmental protection, airport operations, and freight movements). ▪ Distribute the draft plan with proposed changes to the local library system and local government agencies 14 days prior to public hearing.



	<ul style="list-style-type: none"> ▪ Advertise in local newspaper, submit to local jurisdictions TV stations, and post on the Lee County MPO’s website, the public hearing notice of the adoption of the plan seven (7) days prior to the scheduled hearing. ▪ Post the draft plan on the Lee County MPO’s website 14 days prior to the public hearing. ▪ At the commencement of the process of the TIP, the MPO shall extend notice to the State Department of Transportation and the Port Authority advising the scope of the work to be under taken and inviting comment and participation in the development process. The MPO shall ensure that the chief operating officials of the Department and the Port Authority shall receive approximately 14 days written formal notice of all public workshops and hearings related to the development of such plans and programs. ▪ A newsletter shall be distributed to the Transportation Advisory Network and other interested parties 14 days prior to a public hearing on a comprehensive update or amendment of the Lee County MPO’s TIP and the adoption of its transportation improvement priorities. This newsletter shall identify projects that are under consideration, and provide interested parties with the date, time and location of relevant workshops, meetings, and public hearings related to these issues. ▪ Seek out and consider the needs of those traditionally underserved by existing transportation systems, including but not limited to low-income and minority households. ▪ When significant written and oral comments are received on a draft Transportation Improvement Program as a result of public involvement, a summary, analysis, and report on the disposition of comments shall be made part of the final TIP. ▪ If the final TIP differs significantly from the one made available for public comment or raises new material issues, and additional opportunity for public comment must be made available.
<p>TIP Amendment:</p> <p>This is needed if a project is added or deleted, fiscal constraints are impacted, or if changes are made in the scope of work.</p>	<ul style="list-style-type: none"> ▪ The Lee County MPO staff will submit all suggested plan amendments received or initiated by it to the Lee County MPO Board members and committees. ▪ The Lee County MPO shall provide all interested parties reasonable opportunity to comment on the TIP as required in 23 C.F.R. 450.316 (Interested parties, participation, and consultation). Those “interested parties” include citizens, affected public agencies, representatives of public transportation employees, freight shippers, providers of freight transportation services, private providers of transportation, representatives of users of public transportation, pedestrian walkways, bicycle transportation facilities, and the disabled. ▪ Distribute the draft plan amendment to the local library system and local government agencies 14 days prior to public hearing. ▪ Post the draft plan amendment on the Lee County MPO’s website 14 days prior to the public hearing. ▪ Advertise in local newspaper, on local jurisdictions TV stations, and on the Lee County MPO’s website, the public hearing notice of the endorsement of the plan amendment seven (7) days prior to the scheduled hearing. ▪ A newsletter shall be distributed to the Transportation Advisory Network and other interested parties 14 days prior to a public hearing on a comprehensive update or amendment of the Lee County MPO’s TIP and the adoption of its transportation improvement priorities. This newsletter shall identify projects that are under



	<p>consideration, and provide interested parties with the date, time and location of relevant workshops, meetings, and public hearings related to these issues.</p> <ul style="list-style-type: none"> ▪ Seek out and consider the needs of those traditionally underserved by existing transportation systems, including but not limited to low-income and minority households.
<p>Administrative TIP Amendment:</p> <p>This is an amendment that does not have to go to the full MPO Board for approval as defined by the MPO Program Management Handbook and further allowed by Resolution 08-09 adopted by the MPO Board on June 20, 2008.</p>	<ul style="list-style-type: none"> ▪ FHWA has agreed to allow the MPO Director to process an Administrative TIP amendment for these types of projects rather than having to go before the full board. ▪ The amendment takes place between July 1 and September 30. ▪ The project must appear in the amendment exactly as it appears in the newly adopted TIP.

5. MPO Local Priorities

The Transportation Advisory Network (TAN) members receive notification of the upcoming public hearing items such as recommended Surface Transportation Program (STP), Congestion Mitigation/Transportation System Management (CM/TSM), Transportation Enhancement Activity (TA), bicycle pedestrian box, and aviation priorities prior to the annual update of the Lee County Metropolitan Planning Organization's (MPO's) project priorities. A public meeting is conducted prior to the adoption of these transportation improvement priorities.

Local Priorities Process

PRIORITY	PROCEDURES
STP Priorities	<ul style="list-style-type: none"> ▪ MPO staff will prepare a list of unfunded projects from the previous year's priority list and add new projects from the MPO's Cost Feasible Highway Plan if necessary. ▪ Staff will submit the list of projects to FDOT for development of cost estimates ▪ Staff will bring STP priorities to all of the Committees for recommendations to the Board. ▪ A public hearing will be held at the beginning of the MPO meeting to adopt the priorities. The MPO Board will consider the comments received prior to the public hearing and during the public hearing, the recommendations by the advisory committees, and assign priorities for adoption.
CM/TSM Priorities	<ul style="list-style-type: none"> ▪ The MPO staff solicits mail-in coupons from the public regarding congested locations that need to be addressed. The coupons are published in the local newspapers, are available on the website and are distributed to the school district and transit bus drivers. The congested problems raised during this process are

	<p>addressed by each of the affected jurisdictions through the committee meetings and are also used as candidate projects for prioritization.</p> <ul style="list-style-type: none"> ▪ The TMOC will identify candidate projects ▪ MPO staff and TMOC will finalize project limits, location map and project drawings ▪ MPO staff will submit the projects on the state highway system via Project Application to FDOT by early February (date changes slightly each year) to develop cost estimates. FDOT will conduct site reviews, obtain estimates, etc. on top priority projects and provide feedback by the end of May. Cost estimates on local roads will be developed by the local jurisdictions. ▪ The TMOC will recommend priorities to the TAC and CAC. Preliminary list of MPO/TPO Priorities are due to FDOT by mid-March (date changes slightly each year). ▪ The TMOC recommended priorities and the results from the mail-in coupons responses are taken to the TAC and CAC for recommendations to the MPO Board. The MPO Board will then hold a public hearing and consider all comments made from the public, the recommendations from the CAC and TAC, and the results from the mail-in coupon responses, before assigning priorities for adoption. MPO/TPO adopted priority list is due to FDOT by July 1.
<p>Transportation Enhancement Activities (TA) Priorities</p>	<ul style="list-style-type: none"> ▪ MPO staff will send out a notice of Solicitation for Proposals for Transportation Enhancement Funds to the TAC, CAC, and the BPCC. ▪ MPO staff will mail a notification to members in the TAN mailing list announcing the Solicitation for Proposals for Transportation Enhancement Funds. Members of the TAN list will be encouraged to contact their local government’s planning or public works department or elected officials if they have projects they would like a local government agency to sponsor during that year’s application cycle. ▪ MPO staff will review the applications for project eligibility and completeness and the projects will be subsequently evaluated and ranked using an evaluation criterion. ▪ The eligible transportation enhancement projects rankings will be brought before the BPCC, TAC, and the CAC for review and recommendation of project priorities. ▪ All project proposals must be submitted using a Project Application. Applications are due to FDOT by February 1. ▪ Preliminary list of MPO/TPO Priorities is due to FDOT by mid-March. ▪ FDOT will conduct site reviews, obtain estimates, etc. on top priority projects and provide feedback by the end of May. ▪ A public hearing will be held at the beginning of the MPO meeting for adoption of the transportation enhancement priorities. The MPO Board will consider the comments from the public hearing, the recommendations by the advisory committees, and assign priorities for adoption. MPO/TPO adopted priority list is due to FDOT by July 1.
<p>Multi-Modal Enhancement Box Priorities</p>	<ul style="list-style-type: none"> ▪ MPO staff will prepare a list of unfunded projects from the previous year’s priority list and add other projects from the MPO’s Bicycle Pedestrian Element if necessary. ▪ Staff will submit the list of projects to FDOT for development of cost estimates





	<ul style="list-style-type: none"> ▪ The projects will be brought before the BPCC for recommendations of priorities to the TAC and CAC. ▪ The TAC and CAC will review the BPCC recommended priorities before they make recommendations to the MPO. ▪ A public hearing will be held at the beginning of the MPO meeting to adopt the bicycle pedestrian priorities. The MPO Board will consider the comments received prior to the public hearing, the comments from the public hearing, the recommendations by the advisory committees, and assign priorities for adoption.
Port Authority Aviation Priorities	<ul style="list-style-type: none"> ▪ Lee County Port Authority will forward its aviation priorities for the Southwest Florida International Airport and the Page Field Airport to MPO staff ▪ The TAC and CAC will review the aviation priorities before making recommendations to the MPO Board for endorsement. ▪ The MPO Board will review the priorities at their meeting before endorsing them.

6. Unified Planning Work Program (UPWP)

This document is intended to inform the general public and all public officials and agencies that contribute monetary or in-kind support to the Lee County MPO's transportation planning process of its proposed work program for each fiscal year. It is also intended to assign specific responsibilities for the various tasks to the participating agencies in accordance with the supplemental interlocal agreement to the interlocal agreement creating the Lee County MPO. In addition, the Unified Planning Work Program provides the basis for federal funding of the transportation planning activities to be undertaken with Federal Highway Administration (FHWA) or Federal Transit Administration (FTA) funds. The Transportation Disadvantaged activities are funded with State dollars. The UPWP will also include a list of ongoing or upcoming planning projects that are being done throughout the County. This list will include who the responsible agency is, the cost of the study, a short description of what is being done and the anticipated completion date.

The UPWP is submitted in draft form by March 15, to the FDOT District. The Lee County MPO addresses any comments and adopts the Final UPWP by May 15. The MPO and District must resolve any outstanding issues by June 30 or funding could be delayed. The Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) approve the UPWP by June 30. Once the UPWP



is finalized it is sent to the District.

Unified Planning Work Program Amendment Process

AMENDMENT	PROCEDURES
<p>Biennial UPWP Adoption: This process is completed every other year.</p> <p>UPWP Modifications:</p> <ul style="list-style-type: none"> • Do NOT change the FHWA approved PL budget • Do NOT change the scope of the FHWA funded work task 	<ul style="list-style-type: none"> ▪ The Lee County MPO staff will submit all suggested plan amendments received or initiated by it to the Lee County MPO Board members and committees. ▪ The Lee County MPO shall provide all interested parties reasonable opportunity to comment on the UPWP as required in 23 C.F.R. 450.316 (Interested parties, participation, and consultation). Those “interested parties” include citizens, affected public agencies, representatives of public transportation employees, freight shippers, providers of freight transportation services, private providers of transportation, representatives of users of public transportation, pedestrian walkways, bicycle transportation facilities, and the disabled. ▪ Distribute the draft plan with proposed changes to the local library system and local government agencies 14 days prior to public hearing. ▪ Post the draft plan on the Lee County MPO’s website 14 days prior to the public hearing. ▪ Advertise in local newspaper, submit to local jurisdictions TV stations, and on the Lee County MPO’s website, the public hearing notice of the adoption of the plan seven (7) days prior to the scheduled hearing. ▪ A newsletter shall be distributed to the Transportation Advisory Network and other interested parties 14 days prior to a public hearing on a comprehensive update or amendment of the Lee County MPO’s Unified Planning Work Program. This newsletter shall identify projects that are under consideration, and provide interested parties with the date, time and location of relevant workshops, meetings, and public hearings related to these issues. ▪ Seek out and consider the needs of those traditionally underserved by existing transportation systems, including but not limited to low-income and minority households. ▪ When significant written and oral comments are received on a draft UPWP as a result of public involvement, a summary, analysis, and report on the disposition of comments shall be made part of the final UPWP. ▪ If the final UPWP differs significantly from the one made available for public comment or raises new material issues, and additional opportunity for public comment must be made available. ▪ Revisions are coordinated with FDOT and are brought through the TAC, CAC, and MPO Board for approval. ▪ Document changes are forwarded to affected agencies.



- Do NOT add or delete a work task
- Do NOT change the ratio of consultant versus staff time within a task.

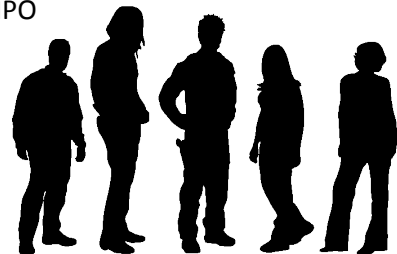
UPWP Amendments:

Change the FHWA approved PL budget, the scope of the FHWA work tasks, and add or delete a work task

- The Lee County MPO staff will submit all suggested plan amendments received or initiated by it to the Lee County MPO Board members and committees.
- The Lee County MPO shall provide all interested parties reasonable opportunity to comment on the UPWP as required in 23 C.F.R. 450.316 (Interested parties, participation, and consultation). Those “interested parties” include citizens, affected public agencies, representatives of public transportation employees, freight shippers, providers of freight transportation services, private providers of transportation, representatives of users of public transportation, pedestrian walkways, bicycle transportation facilities, and the disabled.
- Distribute the draft plan amendment to the local library system and local government agencies 14 days prior to public hearing.
- Post the draft plan amendment on the Lee County MPO’s website 14 days prior to the public hearing.
- Advertise in local newspaper, submit to local jurisdictions TV stations, and post on the Lee County MPO’s website, the public hearing notice of the endorsement of the plan amendment seven (7) days prior to the scheduled hearing.
- A newsletter shall be distributed to the Transportation Advisory Network and other interested parties 14 days prior to a public hearing on a comprehensive update or amendment of the Lee County MPO’s Unified Planning Work Program. This newsletter shall identify projects that are under consideration, and provide interested parties with the date, time and location of relevant workshops, meetings, and public hearings related to these issues.
- Seek out and consider the needs of those traditionally underserved by existing transportation systems, including but not limited to low-income and minority households.

7. Public Involvement Plan (PIP)

The Public Involvement Plan (PIP) shall be reviewed annually by MPO Staff and any updates or revisions will be brought to the Lee County MPO and committees for approval to ensure the Lee County MPO’s planning process provides full and open access to the general public. The PIP shall also be reviewed as part of the certification process conducted by the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) for Transportation Management Areas (TMAs) and during the annual certification process that is required for each MPO.



A public comment period of 45 days shall be provided prior to the adoption or amendment of the PIP.

- Notice of the 45 day comment period shall be published in a newspaper of general circulation (The News-Press) in Lee County and a notification will be mailed out to the TAN.
- The TAN shall be given the opportunity to comment on any proposed amendments to this Public Involvement Plan (PIP) prior to their adoption.
- A copy of the proposed amendments will be published on the Lee County MPO’s website.



The Lee County MPO shall coordinate its public involvement process with state and local governments’ public involvement processes to enhance public consideration of the issues, plans, and programs, and reduce redundancies and costs.

The public is encouraged to provide verbal or written comments at public hearings, workshops, and exhibits; at monthly Lee County MPO Board and committee meetings, and through newsletters and notices mailed to the TAN mailing list. The public is given a three (3) minute timeframe to state their issues and concerns at the discretion of the Chairman and the Committee members.

8. Congestion Management Process (CMP)

A major component of the Congestion Monitoring Process is the publication of mail-in coupons in newspapers throughout Lee County and on the Lee County MPO’s website, soliciting the identification of congested roads and suggestion for how to correct the problem. In addition, congestion report forms are distributed among law enforcement, emergency response agencies, LeeTran and Lee County School bus drivers asking them to identify congested locations. Press releases are also sent to local television and radio stations encouraging them to publicize this effort and provide coverage in their regular broadcasts. The congestion report forms can also be found on the Lee County MPO’s website, where you can complete the form and submit it right from your computer.

9. Transportation Disadvantaged Service Plan

The Transportation Disadvantaged Service Plan is an annually updated tactical plan jointly developed by the Planning Agency and the Coordinator which contains development, service and quality assurance components. The Local Coordinating Board reviews and approves the Service Plan and it is submitted to the Commission for the Transportation Disadvantaged for final action. The Service Plan will cover a five year period, with annual updates due prior to July 1 of each subsequent year.

TDSP Amendment Process

AMENDMENT	PROCEDURES
TDSP Annual Update	<ul style="list-style-type: none"> ▪ The Lee County MPO staff for the TD program will advertise the proposed draft of the TDSP Annual Update document via the local jurisdictions’ (City of Cape Coral, City of Fort Myers, City of Bonita Springs and Lee County) TV channels and



TDSP Major Update:

(occurs every five years) and due by October 30th

on the Lee County MPO’s website fourteen (14) days prior to the Lee County Local Coordinating Board meeting scheduled to review said proposed draft TDSP.

- The Lee County MPO staff for the TD program will distribute the agenda package to the Lee County LCB board members fourteen (14) days prior to the Lee County Local Coordinating Board meeting.
- The proposed draft of the TDSP Annual Update document will be presented to the Lee County Local Coordinating Board for their approval at the LCB meeting in April or May of each year.
- The LCB approved annual update of the TDSP will be submitted to the TAC, CAC and MPO for endorsement.
- The public hearing notice of the proposed draft of the major update to the TDSP will be published in the News-Press fourteen (14) days prior to the scheduled hearing.
- Post the draft of the major TDSP update on the Lee County MPO’s website fourteen (14) days prior to the public hearing.
- The proposed draft of the major TDSP update will be advertised via the local jurisdictions’ (City of Cape Coral, City of Fort Myers, City of Bonita Springs and Lee County) TV channels fourteen (14) days prior to the public hearing.
- The Lee County MPO staff for the TD program will distribute the agenda package to the Lee County LCB board members fourteen (14) days prior to the Lee County Local Coordinating Board meeting.
- The proposed draft of the TDSP Major Update document will be presented to the Lee County Local Coordinating Board for their approval at the LCB meeting in September.
- The LCB approved major update of the TDSP will be submitted to the TAC, CAC and MPO for endorsement.

10. Transit Development Plan (TDP)

AMENDMENT	PROCEDURES
TDP Annual Update	<ul style="list-style-type: none"> ▪ The annual update of the TDP will be submitted to the TAC, CAC and MPO as an informational item.
TDP Major Update	<ul style="list-style-type: none"> ▪ The public meeting notice of the proposed draft of the major update to the TDP will be published in the News-Press fourteen (14) days prior to the scheduled hearing. ▪ Post the draft of the major TDP update on the Lee County MPO’s website fourteen (14) days prior to the public hearing. ▪ The proposed draft of the major TDP update will be advertised via the local jurisdictions’ (City of Cape Coral, City of Fort Myers, City of Bonita Springs and Lee County) TV channels fourteen (14) days prior to the public hearing. ▪ The major update of the TDP will be submitted to the TAC, CAC and MPO for endorsement.

11. Other Planning Documents for Public Review

Other documents that have recently come through the MPO Board and its Committees for their input are the Land Use Study, Bus Pull-out Study, Bus Queue-jump Study, and Rail Feasibility Study.

Future documents/studies that will come through the MPO Board and its Committees include the Lee County Complete Streets Initiative, Bicycle Pedestrian Element to the LRTP, Freight Element to the LRTP, Cape Coral Bike Route Study, and the Round-a-bout Study. The specific public involvement required will change depending on the type of document but as a minimum shall follow these procedures:



PROCEDURES

- Document will be presented to the TAC, CAC, and MPO Board for endorsement.
- Document will be posted on the MPO website for public review at least eight (8) days prior to the MPO meeting.
- There will be a public comment period at the scheduled public meeting in order to receive input from the public and affected communities.

12. Lee County Metropolitan Planning Organization (MPO) vs. State and Local Government Roles in Public Involvement during Transportation System Planning, Programming and Implementation

The Lee County MPO is responsible for developing comprehensive long and mid-range plans for Lee County's Surface Transportation System. In accordance with this Public Involvement Plan, the Lee County MPO holds public workshops in the course of the development of the Transportation System Plan, and public hearings prior to its adoption or amendment. The Lee County MPO may also hold public workshops on proposed plan amendments.

Every year the Lee County MPO updates its priorities for programming projects from its mid-range transportation plan, congestion management system and other sources from Lee County's share of the state and federal funds allocated to Florida Department of Transportation (FDOT) District 1. These priorities are then transmitted to FDOT to guide it in programming Lee County projects in the new fifth year of its five (5) year Work Program. Once FDOT updates its Work Program, the Lee County MPO incorporates the projects within Lee County from it into the Lee County MPO's TIP, thereby qualifying the projects in it for federal funding. Once a project phase has been programmed in the TIP, it will be dropped from the Lee County MPO's priority list during the next annual update. FDOT also holds a series of public hearings at various locations within each of its districts, advertised and conducted in accordance with its own rules, before adopting its updated Work Program.

Lee County and most cities make the commitment to fund a project in a coming year by incorporating



it into their multi-year capital improvement programs where they follow their own public involvement procedures. Just before a project phase reaches the current year of the capital improvement program, it is included in the jurisdiction's proposed budget for the coming fiscal year, at which point there will be more public hearings, advertised and conducted in accordance with its own ordinances and state law, before the budget is adopted.

The first phase in the implementation of a major transportation improvement project usually involves some sort of project planning study such as a project development and environmental study, or a corridor or alignment study. During these project planning studies, alternative locations, alignments, cross-sections, and configurations are evaluated in considerable detail in terms of their feasibility, cost, and environmental and community impacts by staff working for FDOT or the local government that is responsible for implementing the project. At this stage, the implementing agency, following its own public involvement process, will usually hold one (1) or more public workshops to inform the public about, and solicit public comments on, the concepts under consideration before making a final recommendation. Prior to deciding whether to proceed with the project as recommended, the implementing agency will also hold a final public hearing, which will be advertised and conducted in accordance with its own requirements. The Lee County MPO's role in these project planning workshops and hearings is generally limited to commenting on the consistency of the concepts and recommendations with the Lee County MPO's transportation plan, unless the implementing agency decides not to proceed with the project, in which case the MPO may need to reconsider its transportation system plan and evaluate other system-level alternatives.



13. Federal Public Participation Standards

The public involvement process requirements of 23 CFR Part 450, Section 450.316(b)(1), are listed below. These requirements encourage a proactive public involvement process and early and continuing involvement of the public in the planning process. A brief discussion describing how the *Public Involvement Plan (PIP)* meets these requirements is included following each of the criteria listed below.

- (i) Require a minimum public comment period of 45 days before the public involvement process is initially adopted or revised;

A 45 day comment period for the draft PIP was initiated by the Lee County MPO at its regularly scheduled October 21, 2011 meeting. The Public Involvement Plan (PIP) was approved at a public hearing conducted by the Lee County MPO at their regularly scheduled meeting on January 20, 2012, following a 57 day comment period.

The Lee County MPO will initiate a 45 day comment period for the proposed revisions to the draft PIP on August 15, 2012 at their regularly scheduled meeting. The Public Involvement Plan (PIP) will be approved at a public meeting conducted by the Lee County MPO at their regularly scheduled

November 16, 2012 meeting, following a 92 day comment period, as long as no major changes occur during that timeframe.

- (ii) Provide timely information about transportation issues and processes to citizens, affected public agencies, representatives of transportation agency employees, private providers of transportation, other interested parties and segments of the community affected by transportation plans, programs and projects (including but not limited to central city and other local jurisdiction concerns.
- (iii) Provide reasonable public access to technical and policy information used in the development of plans and Transportation Improvement Program's (TIP's) and open public meetings where matters related to the Federal-aid highway and transit programs are being considered;
- (iv) Require adequate public notice of public involvement activities and time for public review and comment at key decision points, including, but not limited to, approval of plans and TIP's (in nonattainment areas, classified as serious and above, the comment period shall be at least 30 days for the plan) TIP and major amendment(s);
- (v) Demonstrate explicit consideration and response to public input received during the planning and program development processes;
- (vi) Seek out and consider the needs of those traditionally under served by existing transportation systems, including but not limited to low-income and minority households;
- (vii) When significant written and oral comments are received on the draft transportation plan or TIP (including the financial plan) as a result of the public involvement process, a summary, analysis, and report on the disposition of comments shall be made part of the final plan and TIP;
- (viii) If the final transportation plan or TIP differs significantly from the one which was made available for public comment by the Lee County MPO and raises new material issues which interested parties could not reasonably have foreseen from the public involvement efforts, an additional opportunity for public comment on the revised plan or TIP shall be made available;
- (ix) Public involvement processes shall be periodically reviewed by the Lee County MPO in terms of their effectiveness in assuring that the process provides full and open access to all;
- (x) These procedures will be reviewed by the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) during certification reviews for Transportation Management Areas (TMAs), and as otherwise necessary for all MPO's, to assure that full and open access is provided to decision-making processes.



- (xi) Metropolitan public involvement processes shall be coordinated with state-wide public involvement processes wherever possible to enhance public consideration of the issues, plans, and programs and reduce redundancies and costs.

In addition to the foregoing public involvement process requirements of 23 CFR Part 450, TEA-21 amended 23 USC 134 and 49 USC 5303 to require MPO's to consult with transit users, freight shippers, and service providers before approving a LRTP or TIP:

Before approving a Long Range Transportation Plan (LRTP) (also when developing and before approving a Transportation Improvement Program (TIP)), each metropolitan planning organization shall provide citizens, affected public agencies, representatives of transportation agency employees, freight shippers, providers of freight transportation services, representatives of users of public transit, and other interested parties with a reasonable opportunity to comment on the Long Range Transportation Plan (LRTP), in a manner that the Secretary deems appropriate.

Although regulations implementing these provisions have yet to be promulgated, the *Public Involvement Plan (PIP)* addresses this requirement in the following places:

14. Federal Regulations

The Lee County Metropolitan MPO has adopted these documents regarding various federal Civil Rights laws and they are available on the MPO website, www.leempo.com.

The *Lee County Metropolitan Planning Organization (MPO) ADA Compliance Policy, January 2014 Edition*, which addresses the Americans with Disabilities Act, of 1990, 42 U.S.C. 12101. (ADA). This is a policy statement regarding equal opportunity and accessibility for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities and transportation and requiring the establishment of TDD/telephone relay services.

The *Lee County Metropolitan Planning Organization's (MPO's) Title VI complaint procedures 2014 Edition* and the *Overview of the Lee County Metropolitan Planning Organization (MPO) Title VI Policies for Annual Certification Compliance, 2014 Edition* which addresses the provisions in Title VI of the Civil Rights Act of 1964 (and amended) that 'no person shall, on the grounds of race, color, or national origin or based upon sex, disability or age, be excluded from participation in, be denied benefits, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance.

The *Lee County Metropolitan Planning Organization's (MPO's) July 2011 Edition of the Florida Department of Transportation (FDOT) Disadvantaged Business Enterprise program plan, (DBE)*. This addresses regulations in the US Department of Transportation 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT assisted contracts.



15. Public Participation Goals and Public Involvement Tools Evaluation

The effectiveness of any program and policy plan depends upon its success in meeting the expectations of the public. Further, plans and programs need to be reassessed periodically to determine if the public's evolving needs and expectations are adequately provided for through the plan. In order to ensure that this occurs, the public must be kept informed of activities, and must be given a meaningful opportunity to participate in the development and review of public policy. Thus it is important to have an ongoing program to involve citizens through the use of the CAC, public workshops, press releases and other public outreach activities.

The Public Participation Goal of the Lee County MPO is to provide complete information, timely public notice, and full access to key decisions during the transportation planning process; and to support early and continuing involvement of the public.



PUBLIC INVOLVEMENT TOOL	EVALUATION CRITERIA	PERFORMANCE GOAL(S)	METHODS TO MEET GOAL(S)
Public Participation Evaluation Report	Annual report to indicate if the PIP reflects the practices and effectiveness of the MPO	2% increased in returned surveys from the prior year and statistical increase in overall MPO evaluation score.	Evaluate performance measures to determine if Strategies for engaging the public are working.
MPO Website	Number of hits	Minimum of 50 hits/month and a 5% increase in hits/quarter.	Use other public involvement tools to

			increase advertisement of the website.
TAN List Database	Number of returned items	Maximum of 2% return rate per mailing.	Make immediate corrections when items are returned.
MPO Newsletter	Number of returned newsletters, how often the newsletter is distributed	Maximum of 2% return rate per mailing with a minimum of 2 mailings per year.	<ul style="list-style-type: none"> ▪ Make immediate corrections to mailing lists when the items are returned as undeliverable. ▪ Continue to print items that receive favorable comments and correct or improve mistakes or items that receive negative comments. ▪ Have at least 2 mailings of the newsletter annually.
Developing Community Knowledge of the MPO	Number of community meetings attended	Increase number of community meetings attended	<ul style="list-style-type: none"> ▪ Attend festivals, special events, lectures. ▪ Add contact names to mailing list, develop community profiles
Project Specific Newsletters	Calls, letters, etc.; Number of persons contacted	Increase awareness of the Lee MPO and its projects and increase participation and the number of attendees at the MPO meetings.	Increase or decrease distributions to more accurately target an area that may be affected.
Advertisements	Number of Advertisements submitted per year.	Minimum of 12 Advertisements per year.	Encourage publication of Press Releases in order to keep the public and the media informed of MPO activities.
TV Message Boards	Calls, letters, etc; Number of persons reached	Minimum of 15% of meeting attendees/survey respondents indicated that they saw the meeting notice.	Provide information to the Government Access TV channel as soon as it is available to increase the airtime. Encourage making the announcements prominent.
Project Specific Websites	Calls, letters, etc; Number of hits	<ul style="list-style-type: none"> ▪ Minimum of 30 hits per month. ▪ Increase of at least 10% over the life of the project. <p>NOTE: Expectations may be higher depending on the size of the study area.</p>	Use other public involvement tools to increase advertisement of the website.
Small Group Meetings	Calls, letters, etc.; Met the	N/A. These meetings are held at the request of affected groups.	MPO staff and any consulting staff should be available in a timely

	expectations of the group		manner to hold small group meetings regarding any MPO activity or issue. The meeting should be formatted to provide specific information requested by the group and should highlight issues that are of interest to the group.
Project Specific Open Houses/Workshops	Calls, letters, etc.; Attendance	3% - 5% of affected population (based on study area) in attendance.	<ul style="list-style-type: none"> ▪ Schedule at convenient times and locations. ▪ Hold multiple workshops. ▪ Use other tools to increase awareness.
Public Hearings	Calls, letters, etc.; Attendance	3% - 5% of affected population (based on study area) in attendance.	Schedule hearings at convenient times and locations. Use other public involvement tools to increase awareness of hearings.
Citizen Advisory Committee	Calls, letters, etc.; Attendance	<p>Monitor attendance at the CAC meetings and contact the MPO Board for direction if:</p> <ul style="list-style-type: none"> ▪ Any CAC member has incurred three (3) consecutive absences from regularly scheduled meetings – OR- ▪ Any CAC member has missed four (4) of the preceding six (6) regularly scheduled meetings. 	MPO and consultant staff should encourage appointed members to attend committee meetings. Lack of attendance may indicate the need to replace that committee member.
MPO Informational Items	Calls, letters, etc.; Number of persons reached.	Number of informational materials produced each year.	Increase distribution by having materials available at public meetings, on the MPO website, and in public places.
Comment Cards	Calls, letters, etc.; Number of responses	20% of meeting attendees filled out a comment form –OR- 2% of visitors to a website submitted a comment form –OR- 20% of mail recipients returned a comment card.	Encouraged responses by explaining the importance of receiving comments.
MPO Logo	Calls, letters, etc.	Recognition of the logo.	The MPO logo should be used on all MPO products and publications, and on



			materials for all MPO sponsored activities.
Surveys	Calls, letters, etc.; Number of responses	40% of contacted persons participated in the survey – OR- 20% of mail recipients returned the survey.	Encouraged responses by explaining the importance of receiving feedback.

16. Public Outreach Techniques

The Lee County MPO uses several different techniques for public outreach. Listed below are the techniques the Lee County Metropolitan Planning Organization is currently pursuing.

Limited English Proficiency Plan (LEP)

The intent of the Lee County MPO's Limited English Proficiency Plan is to ensure access to the planning process and information published by the MPO where it is determined that a substantial number of residents in the Lee County MPO Planning Area do not speak or read English proficiently. The production of multilingual publications and documents and/or interpretation at meetings or events will be provided to the degree that funding permits based on current laws and regulations. This document is located on the MPO website at www.leempo.com, under publications.

Transportation Advisory Network (TAN) Mailing List

As part of the initial public involvement program adopted by the Lee County MPO in 1994, a mailing list consisting of interested individuals, organizations and businesses known as the Transportation Advisory Network (TAN) was established. The TAN continues to provide key contact persons for outreach efforts, the dissemination of information, and informal review of and comment on draft Lee County MPO documents, to ensure sensitivity to varied community needs, concerns, values and interests. In 1998, the TAN was expanded to include churches with large minority congregations, environmental organizations, local fire districts, other entities representing stakeholders affected and others traditionally under served by the transportation planning process. The Lee County MPO staff updates the membership list and adds individuals and organizations continuously. Distributed at public meetings is an informational card or sign in sheet for the public to complete to enable staff in adding members to the TAN Mailing List, in order to receive future notices of ongoing issues such as Plan Amendments, workshops, events and priorities. The public can also visit our website at www.leempo.com and click on the link to request to be added.

Media Coverage

The Lee County MPO submits legal ad notices for all MPO Board meetings to the News-Press at least 11 days before the scheduled meeting, so that the advertisement can be run seven (7) days before the scheduled meeting.

The Lee County MPO submits an advertisement to the Local jurisdictions television stations at least eight (8) days before the scheduled meetings, stating the location of the meetings along with a link to the MPO website where the meeting agenda can be viewed, so that the televisions stations can run

the advertisement for at least one (1) week before the scheduled meeting date.

MPO Website

The Lee County MPO has an active website which provides access to the public to view and review all documents and issues that the Lee County MPO is currently addressing. Documents that can be found on the Website include: Staff contact information, current LRTP, TIP, UPWP, PIP, meeting agendas (posted eight (8) days prior to the scheduled meeting), meeting minutes, audio files of all scheduled meetings, a link to the Joint Lee/Collier Long Range Transportation Plan (LRTP) Website, current year meeting schedule, 3rd Edition Bicycle Facilities map, etc. The public can access this information by going to the website at www.leemppo.com. Staff has included a counter on each of the website pages in order to evaluate the effectiveness of the site in regards to reaching out to the public. The counters will also allow staff to evaluate how effective each individual page is in regards to the annual Public Involvement Evaluation Report. Staff anticipates receiving at least 5,000 hits to the MPO Website for the year. The MPO Staff is currently researching the cost of transcribing documents on the MPO Website into different languages so that we are able to reach the Limited English Proficiency (LEP) communities.

Public Hearings

Public Hearings will be held by the MPO prior to the adoption or amendment of the LRTP, the TIP and the Transportation Project Priorities. The public hearing may be held as part of a regularly scheduled MPO Board meeting.

Public Workshops

Public Workshops shall be held prior to the adoption of the MPO's LRTP. Copies of comments received at the workshop shall be provided to the MPO Board and its committee's prior to the adoption of the Long Range Plan. Public workshops are also held by each of the jurisdictions developing transportation projects in the community that is being affected.

Newsletters

The Lee County MPO sends out general information newsletters and when appropriate notifications for public hearing items such as the LRTP and TIP, to the TAN mailing list, the local library system and it is also available on the MPO Website. These newsletters include information about any bicycle/pedestrian issues, ongoing transit projects, transportation disadvantaged issues, port authority issues, freight and goods issues, TIP Amendments, LRTP Updates, scheduled workshops, priorities, etc. The Lee County MPO is currently researching the cost of converting Newsletters into different languages so that the MPO can reach the Limited English Proficiency (LEP) communities.

Brochures

The Lee County MPO distributes an informational brochure, maps and graphics about the Lee County MPO Board and its Committees, to local jurisdictions, local libraries, the different Chamber of Commerce, and it is also available on the MPO website.



17. Feedback Information

The Lee County MPO completes an End of Year Public Involvement Evaluation Report in December of each year. This report gives results such as the number of agendas distributed via mail and email, the number of citizens that signed in at the different meetings, the amount of new members added to our TAN list, the amount of survey responses received, etc.

*The Lee County MPO distributes a Public Participation Plan Survey at each of its Lee County MPO Board meetings and its Committee's meetings, to receive information on what the public would like to see in the future, and to let Staff know what strategies are and are not working, when it comes to reaching the public and keeping them informed on what issues are currently being addressed. This Public Participation Plan Survey is also available on the MPO website at www.leempo.com.

The Lee County MPO Board and its Committee's allow for the public to speak at each of their meetings, in order to receive comments from the public on the issues currently being addressed and the issues that the public would like to see addressed.

The Lee County MPO has incorporated a section on all survey's and feedback materials that is specific as to how the public encounter the feedback form they are currently participating in. Such as a "How did you hear about us?" radio, television, newsletter, internet, newspaper, etc. This will help staff in evaluating where the public participation is coming from in order to re-evaluate it each year during the Public Involvement Evaluation Report in December.



APPENDIX I
REGIONAL PUBLIC INVOLVEMENT PROGRAM





REGIONAL PUBLIC INVOLVEMENT PROGRAM

INTRODUCTION

On January 27, 2004, the Lee and Collier County MPOs entered into an interlocal agreement to promote and establish a forum for communication and coordination and to foster joint regional cooperation and conduct regarding transportation planning in accordance with Section 339.175, *Florida Statutes*, 23 C.F.R. 450.312, and the goals and requirements of the Transportation Equity Act for the 21st Century (TEA-21) and its successor legislation, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, (SAFETEA-LU). The agreement committed both MPOs to develop a bi-county transportation model, a joint regional long range transportation plan, joint regional priorities, and a Joint Regional Public Involvement Plan. According to this Agreement, a joint regional public involvement component must be included in each MPO's existing public involvement plan and adopted as part of the Public Involvement Plan update. This joint regional component will prescribe public notice and outreach actions and measures to assure public access and involvement for all joint regional activities, including the development of the joint regional long range transportation plan and the annual regional priority list, within the bi-county area.

OVERVIEW OF EXISTING REGIONAL COORDINATION

The Collier County and the Lee County MPOs currently coordinate regional transportation issues by collaborating at meetings such as the Metropolitan Planning Organization Advisory Council (MPOAC) Staff Directors' Advisory Committee and Governing Board and the

Coordinated Urban Transportation Systems (CUTS) Committee. Both MPOs also have a member of each MPO staff serving as a voting member on the other's Technical Advisory Committee in order to coordinate regional transportation planning activities. Finally, both MPOs annually hold at least one joint Metropolitan Planning Organization policy board, a joint Technical Advisory Committee meeting, a joint Citizens Advisory Committee meeting and a joint Bicycle/Pedestrian Committee meeting.

As an example, currently the two MPO's are working on the Old US 41 PD&E study, to ensure that this project is consistent with the local and regional plans.



REGIONAL PUBLIC PARTICIPATION GOAL AND OBJECTIVES

The goals and objectives of the Lee and Collier County MPO's Public Involvement Plans will also govern the public involvement process of the regional transportation plan.

The Public Participation Goal of the Lee County Metropolitan Planning Organization is to provide complete information, timely public notice, and full access to key decisions during the transportation planning process; and to support early and continuing involvement of the public.

REGIONAL PUBLIC INVOLVEMENT STRATEGY

Each MPO will make appropriate use of the public involvement techniques in its own Public Involvement Plan for the public involvement process of the regional long range transportation plan and the regional transportation priorities. In addition, public input data sharing, MPO newsletters, MPO brochures, and coordinated media outreach are proposed as regional public involvement strategies to complement the separate public involvement efforts of both MPOs.

PUBLIC INPUT DATA SHARING

The staff of each MPO regularly meets to discuss regional issues and priorities and to share public involvement received that affects the regional plans. Both MPO's have now included regional web pages on their respective websites that is used to inform the public on regional plans, meetings and projects and to encourage public input into the regional programs that are established.

REGIONAL WEBSITE

The Lee and Collier MPO's have established a regional website component that consists of regional web pages on both of the MPO websites. These web pages include the adopted regional documents, minutes and agendas for the joint meetings, regional maps, priorities and upcoming meetings of interest. Changes to the web pages are coordinated between the staffs to ensure that the data on each website is up to date and consistent.

NEWSLETTERS

The newsletters and informational notices published by each MPO in accordance with its respective Public Involvement Plan shall be used to inform the public about recent and upcoming joint regional long range transportation planning activities, including comprehensive updates or amendments of the joint regional long range transportation plan and updates or changes to the joint regional transportation priorities, and project planning activities for facilities on the joint regional transportation plan. The two MPO staffs should collaborate or consult with each other in the preparation of articles on regional matters to be used in their newsletters.

BROCHURES

Each MPO, when it next prints its public information notices and brochures, should incorporate basic information about the coordination of its planning activities with the other MPO, such as annual joint committee meetings.

MEDIA OUTREACH

The Lee County and Collier County MPOs will coordinate their outreach to the key media contacts in the bi-county region on significant regional transportation issues, and provide event-driven press releases and news items to publicize joint regional long range transportation planning activities such as joint MPO and Committee meetings, joint studies of transportation issues affecting both counties, and public workshops and hearings on the development of the joint regional long range transportation plan.

Media outreach may also include public service announcements in partnerships with other agencies. These outreach efforts should complement and not conflict with or pre-empt efforts already being conducted by the Lee County and Collier County MPOs based on their Public Involvement Plans.

ADOPTION OF TRANSPORTATION REGIONAL INCENTIVE PROGRAM (TRIP) PRIORITIES

The Lee County and Collier County MPOs will coordinate together in identifying candidate projects for TRIP funds and assigning project priorities. The priorities are usually adopted at a Joint MPO Board meeting.

Procedures to Follow	
<input type="checkbox"/>	Lee County and Collier MPO staff will seek the solicitation of Proposals for TRIP funds from their local jurisdictions and will also discuss upcoming opportunities at TAC and CAC committee meetings.
<input type="checkbox"/>	Staff of the two MPOs will coordinate with local government agencies within their respective MPO boundaries interested in submitting applications for TRIP funds
<input type="checkbox"/>	Staff of the two MPOs will coordinate together in reviewing the applications for project eligibility and completeness, and ranking the proposals using the evaluation criteria approved by both MPOs.
<input type="checkbox"/>	The TACs and the CACs for both MPOs will review the TRIP proposals at their individual joint meetings and recommend project priorities to the two MPO Boards.
<input type="checkbox"/>	A public meeting will be held at a joint meeting of the two MPO Boards. The MPO Boards will consider the recommendations of the TACs and CACs and any comments received prior to or at the meeting before assigning and adopting TRIP priorities.



- Staff from one the two MPOs will coordinate together in transmitting the applications and the priorities to FDOT.

ADOPTION OF STRATEGIC INTERMODAL SYSTEM (SIS) PRIORITIES

The Lee County and Collier County MPOs will coordinate together in updating priorities for SIS funds. The approval of these priorities will occur at a joint MPO Board meeting.

Procedures to Follow	
<input type="checkbox"/>	Lee County and Collier MPO staff will prepare a list of unfunded projects from the previous year's SIS priority list and add new projects from the two MPO's Joint Multimodal Regional Plan if necessary.
<input type="checkbox"/>	MPO staff will evaluate and rank all the projects on the list, if necessary, using the evaluation parameters approved by the TACs of both MPOs
<input type="checkbox"/>	The TACs and the CACs for both MPOs will review the updated list at their individual or joint meetings and recommend project priorities to the two MPO Boards.
<input type="checkbox"/>	Approval of the priorities will occur at joint meeting of the two MPO Boards. The MPO Boards will consider the recommendations of the TACs and CACs and the comments from the public before assigning and adopting SIS priorities.



APPENDIX II

**LEE COUNTY/CHARLOTTE COUNTY – PUNTA GORDA MPO'S
REGIONAL PUBLIC INVOLVEMENT PROGRAM**



**REGIONAL PUBLIC INVOLVEMENT PLAN
BETWEEN THE LEE COUNTY AND CHARLOTTE COUNTY-PUNTA GORDA MPO'S**

INTRODUCTION

On May 27, 2010 an Interlocal Agreement for Joint Regional Transportation Planning and Coordination between the Lee County and the Charlotte County-Punta Gorda MPOs was executed. As part of this agreement, both MPOs agreed to collectively develop and adopt a Joint Regional Public Involvement Process Component for inclusion into each MPO's existing public involvement process. This Component prescribes public notice and outreach actions and measures to assure public access and involvement for all joint regional activities, including development of the Joint Regional Long Range Transportation Plan Component and a project priority list for the Regional Multi-Modal Transportation System within the two county areas.

OVERVIEW OF EXISTING REGIONAL COORDINATION

The Lee County and Charlotte County-Punta Gorda MPOs currently coordinate regional transportation issues by collaborating at meetings such as the Metropolitan Planning Organization Advisory Council (MPOAC) Staff Directors' Advisory Committee and Governing Board and the Coordinated Urban Transportation Systems (CUTS) Committee. Both MPOs also have a member of each MPOs staff serving as a voting member on the other's Technical Advisory Committee in order to coordinate regional transportation planning activities. Both MPOs hold joint Metropolitan Planning Organization policy board meetings on an as needed basis. Representatives of each of the MPO's joint Citizen's Advisory Committee, and Bicycle Pedestrian Coordinating Committee meetings will attend each other's meetings, as needed.

REGIONAL PUBLIC INVOLVEMENT GOALS AND OBJECTIVES

The goals and objectives of the Lee County and Charlotte County-Punta Gorda MPO's Public Involvement Plans will also govern the public involvement process of the regional transportation plan.

The Public Involvement Goals of the Lee County and Charlotte County-Punta Gorda Metropolitan Planning Organizations are to provide complete information, timely public notice, and full access to key decisions during the transportation planning process; and to support early and continuing involvement of the public.

REGIONAL PUBLIC INVOLVEMENT STRATEGY

Each MPO will make appropriate use of the public involvement techniques in its own Public Involvement Plan (PIP) for the public involvement process of the regional long range transportation plan and the regional transportation priorities. In addition, public input data

sharing, MPO newsletters, MPO brochures, and coordinated media outreach are proposed as regional public involvement strategies to complement the separate public involvement efforts of both MPOs.

PUBLIC INPUT DATA SHARING

The staff of each MPO regularly meets to discuss regional issues and priorities and to share public involvement received that affects the regional plans and priorities. Each MPO posts adopted regional documents, agendas and minutes from joint meetings, regional maps, priorities and upcoming meetings of interest to their websites.

NEWSLETTERS

Any newsletters published by each MPO in accordance with its respective Public Involvement Plan shall be used to inform the public about recent and upcoming joint regional long range transportation planning activities, including comprehensive updates or amendments of the joint regional long range transportation plan and updates or changes to the joint regional transportation priorities, and project planning activities for facilities on the joint regional transportation plan. The two MPO staffs should collaborate or consult with each other in the preparation of articles on regional matters.

BROCHURES

Each MPO, will incorporate basic information about the coordination of its planning activities with the other MPO, such as annual joint Board meetings in its public information notices and brochures.

MEDIA OUTREACH

The Lee County and Charlotte County–Punta Gorda MPOs will coordinate their outreach to the key media contacts in the bi-county region on significant regional transportation issues, and provide information on joint regional long range transportation issues affecting both counties, and public workshops and hearings on the development of the joint regional long range transportation plan.

Media outreach may also include public service announcements in partnerships with other agencies. These outreach efforts should complement and not conflict with or pre-empt efforts already being conducted by the Lee County and Charlotte County– Punta Gorda MPOs based on their Public Involvement Plans.

Adoption of Transportation Regional Incentive Program (TRIP) Priorities

The Lee County and Charlotte County – Punta Gorda MPOs will coordinate together in identifying candidate projects for TRIP funds and assigning project priorities. The adoption of



TRIP priorities will usually occur separately at the Lee and Charlotte Punt Gorda MPO Board meetings before the two MPOs adopt the assigned priorities. The procedures that the MPOs will follow are:

- Lee County and Charlotte County-Punta Gorda MPO staffs will bring up the upcoming TRIP funding cycle separately at the Technical Advisory Committees (TAC) and Citizen’s Advisory Committees (CAC).
- Staff of the two MPOs will coordinate with local government agencies within their respective MPO boundaries interested in submitting applications for TRIP funds.
- The TACs and CACs for both MPOs will review the TRIP proposals at their individual meetings and recommend project priorities to the MPO Boards.
- The MPO Boards will consider the priorities at each of their respective MPO Board meetings considering the recommendations of the TACs and CACs and the comments from the public before assigning and adopting TRIP priorities.
- Staff from the two MPOs will coordinate together in transmitting the applications and the priorities to FDOT.

**This document will serve as an appendix to each MPOs individual Public Involvement Plan.*

