

**METROPOLITAN PLANNING ORGANIZATION BOARD
EXECUTIVE COMMITTEE**

10:00 a.m., Wednesday, July 31, 2013
Cape Coral City Annex/Public Works Building
815 Nicholas Parkway East, Cape Coral



AGENDA

Call to Order

Roll Call

Approval of Minutes

1. *Approval of the Minutes of the May 13, 2013 Executive Committee (Don Scott)

New Business

2. Public Comments on New Business Items
3. *Review and Approval of the MPO Attorney RFP (Don Scott)
4. *Input from Local Jurisdictions on Existing Revenue Data (Don Scott)
5. *Staff Recommendations and Executive Committee Input on the Development of the 2040 Revenues (Don Scott)
6. *MPO Executive Committee Input on 2040 LRTP Goals and Objectives and Population Projections (Don Scott)

Other Business

7. Public Comments on Items Not on the Agenda
8. Announcements
9. Information and Distribution Items

Adjournment

* Action Items + May Require Action

All meetings of the Lee County Metropolitan Planning Organization (MPO) are open to the public. In accordance with the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting should contact Mr. Johnny Limbaugh at the Lee MPO 48 hours prior to the meeting by calling (239) 330-2242; if you are hearing or speech impaired call (800) 955-8770 Voice / (800) 955-8771 TDD. Or, e-mail jlimbaugh@leempo.com.

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 Florida Department of Transportation District One Title VI Coordinator Robin Parrish at (863) 519-2675 or by writing her at P.O. Box 1249, Bartow, Florida 33831.

**MINUTES OF THE LEE COUNTY METROPOLITAN PLANNING ORGANIZATION
BOARD'S EXECUTIVE COMMITTEE**

Held on May 13, 2013

The following members were present for the meeting of the Lee County Metropolitan Planning Organization Board's Executive Committee on May 13, 2013 at the MPO offices located at the City of Cape Coral Annex/Public Works Building, Conference Room 200, 815 Nicholas Parkway East, Cape Coral, Florida.

Councilman Kevin McGrail	City of Cape Coral
Vice-Mayor Stephen McIntosh	City of Bonita Springs
Mayor Kevin Ruane	City of Sanibel
Mayor Alan Mandel	Town of Fort Myers Beach

Those also in attendance included: Darla Letourneau as citizen; and Don Scott and Meghan Marion of Lee County MPO.

CALL TO ORDER

The meeting was called to order at 11:00 a.m. by Chairman Ruane.

Ms. Marion called the roll and announced that a quorum was present.

APPROVAL OF MINUTES

Agenda Item #1 – Approval of the Minutes of the November 20, 2012 Executive Committee Meeting

MOTION BY VICE-MAYOR MCINTOSH TO APPROVE THE MINUTES OF THE NOVEMBER 20, 2012 EXECUTIVE COMMITTEE MEETING. SECONDED BY COUNCILMAN MCGRAIL. MOTION CARRIED UNANIMOUSLY.

NEW BUSINESS

Agenda Item #2 – Public Comments on New Business Items

None.

Agenda Item #3 – Review of the End of Year Audit and Status Update on the Business Operating Procedure Changes Consistent with Auditor Recommendations

Chairman Ruane stated that our bookkeeping process is done by Goodwill Industries and we have an outside auditor, CliftonLarsonAllen. He stated that there were some things that were not completed by Goodwill at Year End so we were written up as a result. He stated that this is something that was out of our control to get a Management write up because we are outsourcing this to Goodwill and relying on them. He stated

that we can go and look into getting a different agency to fulfill our book keeping needs, but that it will be a challenge to get someone at \$350/month as we currently pay Goodwill.

Mr. Scott stated that we wrote checks a week before to close out the end of year and they reported that in the next month and we were not aware of it. He stated that we are still trying to work with them because they have had some staffing issues.

CHAIRMAN RUANE RECOMMENDED GOING OUT FOR AN RFP FOR A DIFFERENT ACCOUNTING FIRM NOT TO EXCEED \$8,000/YEAR. SECONDED BY COUNCILMAN MCGRAIL.

Chairman Ruane stated that the issue we have and the reason for the motion is that some of the fundamentals things at year end that you are supposed to do as any decent bookkeeper should have been doing and we are the client. At the end of the day to get a Management comment in an Audited Statement as a result of them not following our protocol and procedures is unacceptable. He stated that he understands that they are a discount but there is an old expression that you get what you pay for. He stated that it doesn't look good for a County of our size to do what we are doing and actually have a management comment in our Audited Statements. He suggested going out and finding a replacement. He stated that they basically do all of the bookkeeping and cut our checks.

Councilman McGrail agreed with Chairman Ruane and stated that with an organization of our size and handling the contracts that we handle we need a professional bookkeeper and it sounds like we got what we paid for.

Chairman Ruane stated that they went through a lot of changes and that we met with them in the beginning and discussed what our expectations were. He stated maybe they have had a lot of turnover but we can't put ourselves in a position to get a second year with a Management comment.

Councilman McGrail stated that we need to upgrade our level of professionalism with regards to the bookkeeping.

MOTION CARRIED UNANIMOUSLY.

Agenda Item #4 – Review and Approval of the Employee Personnel Policies

Ms. Marion stated that Staff improved the current policy and included a No Texting While Driving policy, updated the Employee benefits section, changed the verbiage regarding life insurance and updated the paid time off section.

MOTION BY VICE-MAYOR MCINTOSH TO APPROVE THE REVISIONS TO THE EMPLOYEE PERSONNEL POLICIES. SECONDED BY COUNCILMAN MCGRAIL. MOTION CARRIED UNANIMOUSLY.

Agenda Item #5 – Review Existing Revenue Data and Provide Staff Direction on the Development of 2040 LRTP Revenues

Chairman Ruane stated that he would like to form a Model that is much more realistic to what we are able to afford. He stated at the end of the day what are our revenues, what is our maintenances and what is actually left over. He stated that we seem to be dealing with a lot of items that unfortunately we will not be able to do. He said that he would like the Executive Committee to start doing some of the framework for the MPO to make it a more interesting and participative dialogue. He stated that we have reached a point in the MPO where we would like more dialogue amongst the Cities. He stated that he is looking for about half a dozen of the MPO Board members to sit together on the Executive Committee and really look at this and dissect it and bring it back to the MPO and perhaps encourage more of the conversation that may take place there. He stated that he feels some of the dissection and heavy lifting should be done at the Executive Committee level first. He asked Mr. Scott if that is a fair representation of what the task before the Executive Committee is.

Mr. Scott replied yes and stated that he distributed the difference between Needs and Cost Feasible Plans and the amount of needed funding from across the State just for the MPO's, not including the Rural Counties. He stated that it is somewhere around \$126 Billion and last time it was in the \$60 billion range. He stated that the 5 year work program for the state of Florida is around \$6 billion. He said that we are dealing with some really ridiculous numbers even if you double the money that we get in now you wouldn't even get anywhere near that amount. He stated that this is just some of the background and are we really covering some of the things that we should be covering.

Chairman Ruane stated that he found the report to be right on target to what we are talking about doing. He read some language from the report. He stated that Darla Letourneau has made arrangements for us to meet with other MPO's around other areas to see how they are managing to do a lot more with a lot less. He is just hoping that this Committee could work on fine tuning this and work on things that are actually achievable.

Ms. Letourneau stated that she is looking forward to this group being involved in this because, what we are doing right now is not sustainable. She stated we keep moving the old process forward because everyone has projects that they want and what you see around us in the country and in the State is that we can't keep putting our focus on capacity anymore we need to be looking to maintain what we have got and improve what we have got. She stated making smaller changes for smaller amounts of money and establishing some priorities as to what we are trying to achieve. She stated that we are still in the business of expanding capacity and Staff is not able to stop the machine because everyone says this is a project that they want. She stated that we need to stop and start with what we currently have and what our real revenues are. She stated that the impact fee decision makes it more compelling to deal with the reality at the local level and see how much money you have left and then see if the priority is going to be on maintaining what we currently have or improving and right sizing our projects. She stated let's get the most bang for our buck. Nashville reduced the price of their Long Range Transportation Plan by 40% because they set criteria and priorities and started from the bottom up and working backwards. She stated that Nashville will be coming to our next MPO meeting and she hopes that we will do as we did back in 2010 when Hillsborough came. She stated that we really need to take advantage of other communities that are in similar situations. Nashville is very similar to Lee County in terms of sprawl and land use and they have been on a journey for 3-4 years to get where they are today. She feels that we can learn a lot from them. She stated that we

need to use this year to look at the way other people have done it, have the Board really give policy direction before the machine starts rolling and before the models are built so that you are really getting what you want as policy makers and it is driving the process as opposed to the very end when you come in and only marginal changes were really made.

Chairman Ruane stated on another Committee he sits on, they recognize the amount of revenue they have and put it into different pots and one of them is the maintenance pot and you look and say I have x amount of dollars and the first things to get funded are the maintenance aspects. This is the same concept we are thinking here and then you see what is left over and now this is what our realistic capital budget is. He stated that we are going to have to make some tough decisions until we frame it properly and talk about a realistic funding source. He asked if the projects are really ready and if they are you put it in and you fund it and move forward. He stated that we are going to have to make some real tough decisions but first he would like to look at what revenue we are bringing in the door and what is actually consumed and exhausted from maintenance.

Councilman McGrail stated that if maintenance is the last thing you are looking at and you build it then it will fall apart. He stated that you need the responsibility that if you are going to build it that you need to be able to maintain it and if that is the last thing we are looking at then we have our priorities skewed. He stated that we can't just keep building to build. He agreed with Chairman Ruane that we need to pare down the wish list and take a good hard look at what our needs are and then we can add the wants.

Chairman Ruane stated that we need to make some tough decisions but we always fund maintenance first and then do capital second.

Discussion ensued regarding revenues.

Councilman McGrail stated that we need to move forward and do what is best for the citizen's into the future. He agreed with Chairman Ruane that we don't have the luxury to continue throwing good money after bad and continuing down a sink hole.

Chairman Ruane stated that in two years we might decide that impact fees are not the way we want to go back, maybe we will look at different alternatives such a mobility fees or something else. He stated that now is the time that we can frame this and look at it and come out better as opposed to just kicking the can down the road and doing the same thing we always have. He stated that we need to do things differently.

Mr. Scott reviewed the revenue numbers for the State and Federal funding. He stated that gas consumption is going down; vehicle miles traveled is leveling out. He stated that there is more non-gas tax being thrown in to make the federal trust fund whole. He reviewed the revenue sheets received from the different jurisdictions and stated that we use capacity numbers but when you start to look at the bottom of the different jurisdictions sheets under the notes, not everyone looks at operations and maintenance the same. He stated that from the State's perspective about 50% of the State funds goes to maintenance and when you look at the local jurisdictions you will see where some of it is 20% and some of it is closer to 50% so it is kind of all over the map from that side of it. He stated that out of this process he would also like to get to a point of how to we want to ask for the data and receive it so that we can understand it a little

better and also how do we want to go forward instead of how we did it before. He addressed how the funding sources can change with each new law.

Ms. Letourneau asked if we could ask the County how they came to at their impact fee revenue estimate assumptions and what it would be if the moratorium remained on because there was no footnote at all and she doesn't think any of the other municipalities have waived their impact fees.

Councilman McGrail replied that the City of Cape Coral has not waived their impact fees and they still have a steady stream of people showing up.

Chairman Ruane stated that at the next meeting each member should discuss their own municipality and what they think their assumptions are. He stated that the Council for Sanibel has not taken an official vote but that he doesn't feel that they will be putting a moratorium on impact fees and he will go through their model and make sure that he understands it so that he can share it with the Executive Committee. He asked that all the members do the same.

Councilman McGrail agreed that was a reasonable request.

Agenda Item #6 – Discussion on the RPC Final Invoice

Mr. Scott talked about the separation and the remaining bill from the RPC. Chairman Ruane stated that he would like to table this item until the next meeting and he will meet with CliftonLarsonAllen to get more details on this and bring it back.

Other Business

Agenda Item #7 – Public Comments on Items not on the Agenda

None.

Agenda Item #8 – Announcements

Mayor Mandel stated that the Council would like to see us put a hold on the high speed trolley lane. He stated that the citizen's went to a workshop and have voiced that they would like to see sidewalks and bike lanes on Estero Blvd. instead. He stated that they have asked the State to consider a demo project on the bridge so that in the morning you would have two lanes on and in the afternoon you would have two lanes off.

Agenda Item #9 – Information & Distribution Items

Distributed in agenda packet.

ADJOURNMENT

Meeting adjourned at 11:47 a.m.

REVIEW AND APPROVAL OF THE MPO ATTORNEY REQUEST FOR PROPOSALS

RECOMMENDED ACTION: Review and approval of the **attached** Request for Proposal (RFP) for an MPO attorney.

In the past, the Lee MPO has been using an attorney from Lee County Attorney's Office to attend Board meetings, review and approve contracts and agreements etc. but has never paid for those services. Over the last few months the MPO staff has been working with the Lee County Attorney's office to put out an RFP for legal services to represent the MPO on an as needed basis. The MPO staff is projecting that these services will cost about \$7,000 per year. Attached is a draft RFP for the Executive Committee's review and comment. In addition, the MPO staff is proposing that the Executive Committee be the selection committee for ranking and selecting the law firm/attorney that will conduct these services and at the meeting we will be seeking a confirmation of that.



RFP NO. MPO-2013-0L1

**REQUEST FOR PROPOSALS
FOR PROFESSIONAL GENERAL LEGAL SERVICES
FOR THE
LEE COUNTY METROPOLITAN PLANNING ORGANIZATION**

Prepared By:

Lee County Metropolitan Planning Organization

Available date:

August ?, 2013

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DATE: 8/?/2013
TO: Prospective Proposers
FROM: Johnny Limbaugh, Lee MPO Transportation Planner (Designee)
RE: RFP# MPO 2013-002 – “General Legal Services”

Dear Prospective Proposer:

The Lee County Metropolitan Planning Organization (MPO) is seeking qualified Attorney or Law Firms to provide professional general legal services to the MPO on a contract basis for a three-year period, beginning October 1, 2013. Please refer to the Legal Advertisement contained in the enclosed Proposal Package for the time and the due date for proposal submission. All Proposals must be forwarded to the Lee County MPO, through its Designee, Johnny Limbaugh, for delivery at 815 Nicholas Parkway East, Cape Coral, FL 33990 or by postal service mailing address at P.O. Box 150045, Cape Coral, FL 33915-0045.

The “Scope of Services” is attached.

If you have any immediate questions regarding the Request for Proposal, you may contact Don Scott, MPO Director at 239-244-2220 ext: 1. Minor procedural queries may be directed to me at 239-244-2220 ext 2.

We look forward to your participation in this process.

Sincerely,

Johnny Limbaugh,
MPO Designee,
Lee County MPO

cc: Don Scott, Lee County MPO

SECTION I. LEGAL NOTICE

SEALED PROPOSALS TO PROVIDE GENERAL LEGAL SERVICES TO THE LEE COUNTY METROPOLITAN PLANNING ORGANIZATION (MPO) WILL BE RECEIVED BY THE MPO, VIA DELIVERY AT 815 NICHOLAS PARKWAY EAST, CAPE CORAL, FL 33990, **UNTIL 3 P.M.** (LOCAL TIME), **September ?, 2013**. THE LEE MPO RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.

RFP #MPO 2013-0L1

INVITATION TO PROPOSE: THE MPO HEREBY SOLICITS OFFERS FOR A FIXED TERM PROFESSIONAL GENERAL LEGAL SERVICES TO THE MPO.

REQUESTS FOR RFP INFORMATION AND INSTRUCTION: ALL REQUESTS FOR INFORMATION AND INSTRUCTIONS FOR SUBMITTING A PROPOSAL MUST BE DIRECTED TO JOHNNY LIMBAUGH, LEE COUNTY MPO DESIGNEE. MATERIALS WILL BE SENT BY REGULAR MAIL TO THE REQUESTOR WITHIN TWO BUSINESS DAYS. MATERIALS WILL BE SENT BY FEDERAL EXPRESS OR CERTIFIED MAIL IF REQUESTED, AT THE EXPENSE OF THE REQUESTOR.

HOW TO APPLY: REQUESTS FOR PROPOSALS (RFP) MAY BE OBTAINED BY CONTACTING: JOHNNY LIMBAUGH, LEE MPO DESIGNEE, P.O. BOX 150045, CAPE CORAL, FL 33915-0045; TELEPHONE NUMBER (239) 244-2220, EXT.2

This Public Notice was posted in the Lobby of the Lee County MPO, 815 Nicholas Parkway East, Cape Coral, FL, Lee County on _____, _____, 2013. The Lee County MPO does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

REQUEST FOR PROPOSAL

The Lee County Metropolitan Planning Organization (MPO) issues this Request for Proposals (RFP) from qualified Attorneys and Law Firms to provide professional general legal services to the MPO. The MPO is interested in demonstrated broad experience and expertise in public law generally and public transportation law in particular. The duration of the contract shall be for a three-year period, beginning October 2013. Information concerning this RFP, including the proposed scope of services is attached or can be found viewed at www.leemppo.com.

Exhibit A
Lee County Metropolitan Planning Organization (MPO)
Scope of Work for General Legal Services to the MPO

A.1 ORGANIZATION OVERVIEW

The MPO is a not for profit independent entity formed by Interlocal agreement made up of the following local jurisdictions: Lee County, City of Fort Myers, Bonita Springs, Sanibel, Cape Coral and the Town of Fort Myers Beach. It is one of 26 such entities in the state of Florida established under Section 339.175 of Florida Statutes to provide a comprehensive, cooperative, and continuous transportation planning process for urbanized areas with a population of 50,000 or greater. The MPO is federally funded through grant[s] from the Federal Highway Administration and Federal Transit Administration (FTA), U.S. Department of Transportation, under the State Planning and Research Program, Section 505 [or Metropolitan Planning Program, Section 104(f)] of Title 23, U.S. Code (USC).

A.2 OBJECTIVE OF RFP AND SCOPE OF WORK

The MPO is seeking a qualified attorney or law firm to provide professional general legal services to the MPO. Tasks will include the following:

- (a) Provide general legal advice to MPO staff on routine matters. This could be provided over the phone or through email.
- (b) Respond to individual MPO Board member enquiries by providing legal advice.
- (c) Attend MPO Board, MPO Board Executive Committee, advisory committee and staff meetings as needed.
- (d) Review, consult and approve complicated and controversial MPO Board executive summary reports

SCOPE OF WORK (continued)

- (e) Representing the MPO in the administration of all claims and litigation filed by or against it; provided, however, that special counsel may be retained to defend or prosecute actions requiring special expertise; further provided that outside counsel shall be retained in the event of a conflict of interest which disqualifies the attorney(s) from such representation.
- (f) Monitoring activities of any special counsel retained by the MPO.
- (g) Perform legal research and develop legal opinions upon request by MPO staff, or MPO Board. Legal opinions shall be prepared in a summarized written format suitable for presentation to the MPO Board, and incorporating in MPO agenda packets.
- (h) Review, consult and approve for legal sufficiency continuing and proposed MPO contracts, bylaws and service agreements (including inter-local agreements. Grant agreements, etc.).
- (i) Assist the MPO in federal and state grant process when needed.
- (j) Advise and assist staff in responding to claims and complaints regarding violations of civil rights, both federal and state.
- (k) Monitor the annual session of the Legislature to identify, analyze, and track the passage of bills of interest to the MPO upon request.
- (l) Provide legal advice and counsel to MPO Board and staff to ensure compliance with Federal, State and local statutes, rules, and regulations. This may lead to presentations by the Legal Counsel to the MPO Board if and when needed.
- (m) Prepare and file pleadings, motions or briefs which may be required;
- (n) Initiate and conduct discovery including depositions on behalf of the MPO and represent the MPO in discovery initiated by opposing parties;
- (o) Represent the MPO before any Boards, Commissions, Courts, or Tribunals, when necessary;
- (p) Prepare draft bills that may be recommended by the MPO Board and ensure their distribution to local legislative delegation and appropriate committees, or sub committees

- (q) Act as an intermediary between the MPO and counsel for other agencies or legal entities; and
- (r) Perform other legal services as may on occasion be specifically requested

A.3 MINIMUM QUALIFICATIONS

To be considered for award of this RFP, the Law Firm or Sole Practitioner must meet the following minimum qualifications, or they will not be scored:

1. Member in good standing of the Florida Bar.
2. Proposer has demonstrated at least five years of experience in transactional law. Such experience must include representation of a not-for-profit corporation; local government; or Political Subdivision that administers federal grant funds.
3. Proposer has demonstrated direct experience in working with volunteer, not-for-profit Boards, Florida Sunshine Law; Federal OMB Circulars covering government or not-for-profit entities; and Federal/State Grant Programs.
4. If a multi-person firm responds, the person assigned to the MPO should meet the above requirements. Proposer should list the name of the person assigned, in its response to the RFP.

A.4 SPECIAL NOTES

Note to Minority/Women Business Enterprises: Sole Practitioners and Law Firms that qualify as minority-owned or women-owned enterprises under a federal, state or local government or public authority certification process (M/WBE) are encouraged to submit proposals and to identify themselves as M/WBE respondent must provide evidence of certified M/WBE status (such as a copy of the certification letter, etc.).

Note Regarding Legal Fees: While Lee County MPO hopes to attract proposals from a wide array of Sole Practitioners and Law Firms, the MPO does not anticipate the position will command high hourly rates or extensive hours. The Lee MPO expects that costs for providing legal services to the MPO Staff and the MPO Board will not exceed \$7,000 per year.

A.5 GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS

PROPOSAL SUBMISSION: The proposal shall be deemed an offer to provide professional general legal services to the MPO. In submitting a proposal, the proposer declares that he understands and agrees to abide by all specifications, provisions, terms and conditions of same. The proposer agrees that if the contract is awarded to him, he will perform the work in accordance with the provisions, terms and conditions of the contract.

The proposer shall submit the original properly signed in blue ink and clearly marked “**Original**”, and seven (7) copies of the proposal to the MPO Designee in a sealed envelope on which shall be shown the proposal due date September ---? and the name of the proposal (*Response for MPO Counsel*), and number assigned to the proposal (*RFP # MPO 2013-002*).

Responses by telephone, telegram, fax, or e-mail will not be accepted. Such responses will be rejected as non-responsive regardless of where responses are received.

The proposal format shall be 15 single sided, letter-sized pages, exclusive of resumes, staffing charts and required forms. Font size will be restricted to Ariel, 10 pitch or larger. The length of the resumes should also be limited to a maximum of two pages per person.

By submitting a proposal, the proposer declares that he understands and agrees that this proposal, and the specifications, provisions, terms and conditions of same, shall become a valid contract between the MPO and the undersigned upon notice of award of contract in writing and /or issuance of a purchase order by the MPO.

The MPO assumes no responsibility for proposals received after the due date and time, or at any office or location other than that specified herein, whether due to mail delays, courier mistakes, mishandling, inclement weather or any other reason. Late proposals will be returned, unopened, and will not be considered for award.

PRINCIPAL/COLLUSION: By submission of this Proposal, the undersigned, as proposer, does declare that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any person, company or parties making a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

PROPOSAL WITHDRAWAL: No Proposal can be withdrawn after it is filed unless the proposer makes his request in writing to the MPO Designee **prior** to the time set for the opening of Proposals (3:00 p.m., ?, 2013), or unless the MPO fails to accept it within thirty (30) days after the date fixed for opening.

PROPOSER'S CERTIFICATION: Submission of a signed Proposal is proposer's certification that the proposer will accept any awards made to him as a result of said submission of the terms contained therein.

EXCEPTIONS TO INSTRUCTIONS OR CONDITIONS: Proposers taking exception to any part or section of these instructions or conditions shall indicate such exceptions on their Proposal. Failure to indicate any exceptions shall be interpreted as the proposer's intent to fully comply with the specifications as written.

LAWS AND REGULATIONS: It shall be understood and agreed that any and all services, materials and equipment shall comply fully with all Local, State and Federal laws and regulations.

RELATION OF MPO: It is the intent of the parties hereto that the successful proposer shall be legally considered as an independent contractor, and that neither he nor his employees shall, under any circumstances, be considered servants or agents of the Lee County MPO and the MPO shall be at no time legally responsible for any negligence on the part of said successful proposer, his servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

TERMS: All terms, conditions, and provisions of the contract must be strictly observed in addition to the general conditions herein described.

INVOICES: Payments will be made for articles furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within a reasonable time thereafter. The number of the Purchase Order by which authority services have been made, shall appear on all invoices. Invoices shall be submitted in duplicate and with an attached progress report detailed by task.

EXPENSES INCURRED IN PREPARING PROPOSAL: The MPO does not accept responsibility for any expenses incurred in the Proposal, preparation, or presentation; such expenses to be borne exclusively by the proposer.

DEFAULT: Failure or refusal of a proposer to execute a contract upon award, or withdrawal of a Proposal before such award is made, shall be grounds for removal of the firm's name from the MPO's vendor file.

TERM CONTRACTS: If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this successful proposer on thirty (30) days prior written notice.

TERMINATION: Should the contractor be found to have failed to perform his services in a manner satisfactory to the MPO as per Specification, the MPO may terminate the Legal

Services Agreement immediately for cause; further the MPO may terminate this Agreement for convenience with a seven (7) day written notice. The MPO shall be sole judge of non-performance.

LIABILITY: Successful proposer will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences making performance impossible or illegal.

QUALIFICATION OF PROPOSERS: Before the award of any contract, each proposer may be required to show (to the complete satisfaction of the MPO Executive Director, or his designee), that he/she has the necessary facilities, ability, and financial resources, to furnish the service as specified herein in a satisfactory manner, and he/she may also be required to show past history and references which will enable the MPO Executive Director, or his designee, to satisfy themselves as to the qualifications. Failure to qualify according to the foregoing requirements will justify the MPO in rejection of a Proposal.

ASSIGNMENT: The successful proposer(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the MPO.

AWARD CHALLENGE: All costs accruing from a Proposal or an award challenged as to quality, etc. (tests, etc.) shall be assumed by the challenger.

LOBBYING: All proposers are hereby placed on formal NOTICE that neither the MPO Board, nor MPO staff, nor any members of the Selection Committee, are to be lobbied either individually or collectively concerning this proposal. Proposers and their agents who intend to submit a proposal for these services are hereby placed on formal notice that during the process - **from Proposal closing to Final MPO approval** - they are not to contact members of the MPO Board, nor staff members, outside of regular MPO Board meetings for such purposes as holding meetings of introduction, meetings related to the selection process, outside of those specifically scheduled by the MPO Board for negotiations, dinners, lunches, or any other actions that may be interpreted as potentially influencing the results of this process. Failure to comply with this requirement shall result in an immediate disqualification of such agency/firm by the MPO from further consideration for this proposal.

PROPOSAL FORM: Each proposer must submit the Proposers Qualification Form included in this Request for Proposal.

SINGLE PROPOSAL: Only **one** proposal from a legal entity will be considered. If it is found that a proposer is interested in more than one proposal, all proposals in which such a proposer is interested will be rejected.

SIGNATURE OF PROPOSER: The proposer must sign the proposal in the spaces provided for signatures. If the proposer is an individual, the words "Sole Owner" shall appear after his signature. If the proposer is a partnership, the word "Partner" shall appear after the signature of one of the partners. If the proposer is a corporation, the signature required is the Officer, Officers or Individual duly authorized by its by-laws or the Board of Directors to bind the corporation with official corporate seal affixed thereto.

INTERPRETATION OF PROPOSAL DOCUMENTS AND INVESTIGATION OF PROJECT: Each proposer shall thoroughly examine the Proposal Documents, and judge for himself all matters relating to the location and the character of the services he agrees to perform. If the proposer should be of the opinion that the meaning of any part of the Proposal Document is doubtful, obscure or contains errors or omissions, he should report such opinion or opinions to the MPO designee.

Neither the MPO Executive Director nor his staff shall be responsible for oral interpretation given either by himself or members of his staff. The issuance of a written addendum shall be the only official method whereby such interpretation will be given.

REJECTION OR ACCEPTANCE OF PROPOSALS: The right is reserved by the MPO to waive any irregularities in any proposal, to reject any or all proposals, to re-solicit for proposals, if desired, and upon recommendation and justification by the MPO to accept the proposal(s) which in the judgment of the MPO is/are deemed the most advantageous for the public.

Any proposal which is incomplete, conditional, obscure or which contains irregularities of any kind, may be cause for rejection of the proposal. In the event of default of the successful proposer, or his refusal to enter into contract with the MPO, the MPO reserves the right to accept the proposal of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

PROTEST PROCEDURES: Any actual or prospective respondent to a Request for Proposal who is aggrieved with respect to the former, shall file a written protest with the MPO Designee prior to the opening of the Bid or the due date for acceptance of Proposals. All such protests must be filed with the MPO Designee no later than 11:00 a.m. local time on the advertised date of the acceptance date for the Request for Proposals.

Award of contract will be made by the MPO Executive Committee and/or the MPO Board in public session. Award recommendations will be posted on the bulletin board outside of the MPO's office. Any actual or prospective respondent who desires formally to protest the recommended contract award must file a notice of intent to protest with the MPO Designee within two (2) calendar days (excluding weekends and holidays) of the date that the recommended award is posted. Upon filing of said notice, the protesting party will

have five (5) days to file a formal protest and will be given instructions as to the form and content requirements of the formal protest.

PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, or subcontractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

REQUESTS FOR ALTERNATIVE FORMAT: The Request for Proposal is available in alternative formats upon request. It can be provided on CD in MS Word for Windows. If a Proposer elects to obtain the proposal in an alternative format, he must still obtain a paper copy of the proposal document through the MPO Designee, so that there are no debates about how much time there was to prepare the Response. Contact Johnny Limbaugh at (239) 244-2220 ext. 2 for details.

REQUESTS FOR CLARIFICATION: Written questions must be received no later than seven (7) working days prior to proposal acceptance date. Should any questions or responses require revisions to the Request for Proposal as originally published, such revisions will be by formal amendment only. Other than minor procedural matters, questions regarding this proposal must be in writing and submitted to:

Mr. Don Scott, Executive Director
Lee County MPO
P.O. Box 150045
Cape Coral, FL 33915-0045
(239) 244-2220 ext. 1
dscott@leempo.com

GENERAL INFORMATION: Competitive sealed proposals differ from competitive sealed bidding in several areas:

- a.) The criteria for evaluation of proposals are given under the paragraph titled Evaluation and Selection Procedure. Only these criteria will be used to determine the best response.
- b.) Hourly rates and cost proposals [as called for in Section B, Proposal Contents] will not be reviewed until proposals are assigned points according to the evaluation criteria.
- c.) Awards shall be made to the Proposer whose qualifications and responses are determined to be in the best interest of the Lee County MPO.

A.6 PROJECT SCHEDULE

The schedule of events leading from issuance of the RFP to award of a contract is as follows:

- a.) Issue Request for Proposals: August , 2013
- b.) Closing Date for Receipt of Proposals: September , 2013 by 3 PM
- c.) Selection Committee Meeting to Rank Proposals and Recommending Attorney/ Law Firm:
- d.) Negotiate Contract:
- e.) MPO Approval:
- f.) Start of Contract/Begin Work:

B.1 EVALUATION AND SELECTION PROCEDURE

The MPO procedure for selecting Consultants through the RFP process is as follows:

1. The Selection Committee will be formed.
2. Request for Proposals issued.
3. Receipt of Proposals.
4. Subsequent to the closing of proposals, the MPO Designee and the MPO Executive Director shall review the proposals received and verify whether each proposal appears to be minimally responsive to the requirements of the published RFP.
5. Prior to the first meeting of the selection committee, the MPO Designee will post a notice announcing the date, time, and place of the first committee meeting. Said notice shall be posted on the bulletin board outside of the MPO's office no less than three (3) working days prior to the meeting. The MPO Designee shall also post prior notice of all subsequent committee meetings and shall endeavor to post such notices at least one (1) day in advance of all subsequent meetings.
6. The committee members shall review each Proposal individually and score each proposal based on the evaluation criteria in Section B. Respondents may be required, and must be prepared to attend an interview with the Selection Committee. The Committee may request additional information while reviewing proposals from any or all respondents. The Committee reserves the right to contact and evaluate any respondent's references.
7. The MPO Designee will compile individual rankings for each proposal to determine committee recommendations. The committee may at their discretion, schedule presentations or interviews from the top ranked firm(s). Once the final ranking has been compiled, the Selection Committee will choose the short listed firms based on consensus and not necessarily by the final ranking order of the firms. The final recommendation will be decided based on review of scores and rankings, discussion and consensus of the committee.
8. Subsequent to a consensus decision, a contract shall be negotiated between the MPO Executive Director, or his designee, and the Attorney or Law Firm with the highest score. Award of the contract is dependent upon successful and full

execution of a mutually agreed upon contract.

9. If negotiations are not successful, the MPO reserves the right to terminate negotiations and commence negotiations with the next highest scorer. This process will continue until an acceptable contract negotiation is reached or, at its sole discretion, the MPO will exercise its right to cancel this RFP.

B.2 GRADING CRITERIA

Each member of the Selection Committee shall evaluate the offers received based on the following criteria so that value uniformity can be established:

1. Criteria
 - a) Proposer has demonstrated the ability to meet the insurance requirements described in the Agreement. Proof of ability should be attached to your proposal.
 - b) Proposer has demonstrated at least five years of experience in transactional law. Such experience must include representation of a not-for-profit corporation; local government; or Political Subdivision that administers federal grant funds.
 - c) Proposer has demonstrated direct experience in working with volunteer, not-for-profit Boards, Florida Sunshine Law; Federal OMB Circulars covering government or not-for-profit entities; and Federal/State Grant Programs.
 - d) Proposer is a licensed member of the Florida Bar and in good standing. Please attach proof from the Florida Bar.
2. **Qualifications of the Firm or Sole Practitioner (Maximum 30 Points) –**
Technical experience in performing legal services of a similar nature; experience working with public agencies; strength and stability of the firm or sole practitioner; strength, stability, experience, and technical competence of subcontractors; assessment by client references; references with demonstrated success in providing similar services.
3. **Staffing, Firm Organization, and Management Plan (Maximum 20 Points) –**
Qualifications of attorneys and legal staff, particularly key attorneys and the Managing Partner; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of firm organization; adequacy of

labor commitment. Your response should also include your procedures for delegating work and the types of work given to paralegals, law clerks, and associates in order to provide cost effective services to the MPO.

4. **Approach and Understanding of the Scope of Work (Maximum 25 Points)** - Identify the firm's approach to completing the tasks identified in the scope of work. Describe the proposer's knowledge and understanding of the nature of the work necessary to achieve successful outcomes. Identify any issues or concerns of significance that may be appropriate.

5. **Firm's Fee Schedule and Office Responsiveness (20 points):** Include the firm's fee schedule and compensation requirements along with the process for determining the fee and the method of timekeeping. Identify the location of the firm's staff and indicate how they will ensure responsiveness to the required tasks.

6. **Minority Business Enterprise (MBE) (5 points):** It is a goal of the Lee County MPO to award (8) percent of the contracts to Minority or Woman Owned Business Enterprises. To achieve this goal, the MPO will always give consideration in selection of DBE/MBE firms.

Total Maximum Available Points 100

B.3 CONTRACTUAL CONDITIONS

The MPO has developed a standard professional legal service agreement for all legal tasks. The successful Sole Source Practitioner (Attorney) or Law Firm will be required to execute a service agreement within fifteen (15) days of Notice of Selection Award.

B.4 REQUIRED SUBMITTALS AND PROPOSAL CONTENT FORMATS

Qualified firms interested in providing the services described are invited to submit a complete Proposal for consideration. The proposer may provide information in addition to the information requested; however, the additional information shall be placed at the end of the proposer's submittal in a section separated from the remainder of the proposal.

Proposals must be in the format delineated below with each section specifically tabbed and identified.

A. Relevant Experience/Expertise and Background

1. Name of law firm, office location and relevant experience

- a) Proposer shall provide profile of the firm including its name, business address, and telephone number as well as a brief description of the firm's size (nationally and locally), date of establishment, type of organization, and local organizational structure.
- b) Proposer shall provide the overall capabilities, qualifications, training, and area of expertise for each of the principals, partners and associates of the law firm, including the length of employment for each person and his/her area of specialization with special emphasis in not-for profit Board or other public sector experience.
- c) Proposer shall provide any information which documents successful and reliable experience, and expertise of the firm as a whole in the representation of public agencies, non-profit organizations or federal-grant recipients, including the experience and qualifications of your firm that you consider pertinent or useful to the services to be rendered to the MPO.
- d) Proposer shall provide a professional chronology, including the educational background, legal training, and years of practice (including date of admission to the Florida bar) for the individual who will be designated to serve as primary legal counsel, as well as for others anticipated to be involved in providing legal services to the MPO.
- e) A representative list of similar public agency clients represented within the last ten years.

- f) Conflicts of Interest:
 - i. Please list all public clients for which you or your firm currently provide services under a fee-for-service basis or on a retainer basis.
 - ii. Please identify any foreseeable or potential conflicts of interest which would result from such representation and the manner in which you would propose to resolve such conflicts.
- g) The proposer must prepare an explanation of the project management system and practices to be used to assure that the required legal services are completed timely and that the quality of the required products will meet the requirements of the MPO.
- h) A statement indicating how your firm will deploy resources or otherwise handle the absence or incapacitation of the primary attorney.
- i) Provide a statement of litigation that firm or staff of firm is currently involved in, or has been involved in over the past five (5) years, stating points of contention and results, if available
- j) E-mail address and telephone contact numbers of the attorney or, if a law firm, the principal attorney who proposes to represent the MPO.

2. **Background.** Disclose the following with respect to you, any attorney who may be assigned to MPO matters and any and all partners or other equity-level attorneys in your firm (collectively, the “Relevant Attorneys”). In each instance, please make the disclosure regardless of the outcome or if the matter was dismissed or found to have been without merit.

- a) All past or pending disciplinary proceedings filed by the Florida Bar or any other state bar organization against a Relevant Attorney
- b) All criminal charges or convictions (including voluntary pleas of *nolo contendere* or the like) of any Relevant Attorney in any foreign or domestic jurisdiction
- c) All judicial, administrative or regulatory injunctions, orders, contempt findings, or other judicial, administrative or regulatory sanctions, fines, penalties, consent decrees or other enforcement actions in which a Relevant Attorney was the defendant or similar party against whom such proceeding or action was sought.

- d) All instances in which a Relevant Attorney was ever accused of or investigated for (including, without limitation, administrative or regulatory bodies or agencies, business or trade associations or consumer-help groups or organizations) any alleged act or omission involving fraud, dishonesty, deceit, false statements, or omissions, breach of trust, wrongful taking or withholding of property, bribery, extortion or any similar act or omission.
- e) All cases in which a Relevant Attorney has ever been a defendant (including cross claims) in a civil lawsuit, administrative or regulatory proceeding or arbitration or mediation in which fraud, dishonesty, deceit, false statements or omissions, breach of trust, wrongful taking or withholding of property, bribery, extortion or any similar act or omission was alleged (regardless of outcome or if found to be meritless)
- f) All instances in which a Relevant Attorney has ever had a license or permit of any kind revoked, suspended, cancelled or surrendered.

B. References

The proposer shall provide at least three (3) professional references (name, organization, email address, and direct telephone number) including any specific non-profit, public agency or governmental clients. Provide a description of the services and the role of the firm and key individuals in performing services.

C. Insurance Certification

D. Proposer's Checklist

E. Proposer Declaration Statement

F. Federal Certification Forms

- I. ***Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion*** as required by ***49 CFR, Section 29.510***; and
- II. ***Certification for Disclosure of Lobbying Activities, Form No. 375-030-33*** as required by ***49 CFR, Section 20.100(b)***.

B.5 INSURANCE COVERAGE REQUIREMENTS

(1) The amounts and types of insurance coverage shall conform to the following minimum requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If ATTORNEY has any self-insured retentions or deductibles under any of the below listed minimum required coverages, ATTORNEY must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be firm's sole responsibility.

(2) The insurance required by this Agreement shall be written for not less than the limits specified herein or required by law, whichever is greater.

(3) Coverages shall be maintained without interruption from the date of commencement of the Services until the date of completion of all Services required hereunder or as specified in this Agreement, whichever is longer.

(4) Simultaneously with the execution and delivery of the Agreement by ATTORNEY, ATTORNEY has delivered properly executed Certificates of insurance (3 copies) acceptable to the OWNER evidencing the fact that firm has acquired and put in place the insurance coverages and limits required hereunder. In addition, certified, true and exact copies of all insurance policies required shall be provided to OWNER, on a timely basis, if requested by OWNER. Such certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the OWNER. FIRM shall also

notify OWNER, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by firm from its insurer, and nothing contained herein shall relieve firm of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by firm hereunder, ATTORNEY shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

(5) All insurance coverages of the ATTORNEY shall be primary to any insurance or self insurance program carried by the OWNER applicable to this Agreement.

(6) The acceptance by OWNER of any Certificate of Insurance pursuant to the terms of this Agreement does not constitute approval or agreement by the OWNER that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of this Agreement.

(7) ATTORNEY shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's services, insurance of the types and to the limits specified in this Section except to the extent such insurance requirements for the subcontractors are expressly waived in writing by the OWNER.

(8) Should at any time the ATTORNEY not maintain the insurance coverages required herein, the OWNER may terminate the Agreement and any Work Orders issued pursuant to the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the FIRM for such coverages purchased. If ATTORNEY fails to reimburse OWNER for such costs within thirty (30) days after demand, OWNER has the right to offset these costs from any amount due ATTORNEY under this Agreement or any

other agreement between OWNER and ATTORNEY. The OWNER shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the OWNER to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Agreement.

(9) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Services required hereunder or termination of the Agreement or any Work Order, the ATTORNEY shall furnish to the OWNER, in triplicate, renewal or replacement Certificate(s) of Insurance not later than three (3) business days after the renewal of the policy(ies). Failure of the ATTORNEY to provide the OWNER with such renewal certificate(s) shall be deemed a material breach by ATTORNEY and OWNER may terminate the Agreement or any subsequently issued Work Order for cause.

B.5A WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Required by this Agreement? Yes No

(1) Workers' Compensation and Employers' Liability Insurance shall be maintained by the ATTORNEY during the term of this Agreement for all employees engaged in the work under this Agreement in accordance with the laws of the State of Florida. The amounts of such insurance shall not be less than:

- a. Worker's Compensation - Florida Statutory Requirements
- b. Employers' Liability (check one)

\$500,000 Each Accident
\$500,000 Disease Aggregate
\$500,000 Disease Each Employee

\$1,000,000 Each Accident
\$1,000,000 Disease Aggregate
\$1,000,000 Disease Each Employee

(2) The insurance company shall waive all claims rights against the OWNER and the policy shall be so endorsed.

(3) United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work.

Applicable Not Applicable

(4) Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work.

Applicable Not Applicable

B.5B COMMERCIAL GENERAL LIABILITY

Required by this Agreement? Yes No

(5) Commercial General Liability Insurance, written on an "occurrence" basis, shall be maintained by the ATTORNEY. Coverage will include, but not be limited to, Bodily Injury, Property Damage, Personal Injury, Contractual Liability for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations and Products and Completed Operations Coverage. Products and Completed Operations coverage shall be maintained for a period of not less than five (5) years following the completion and acceptance by the OWNER of the work under this Agreement. Limits of Liability shall not be less than the following:

<input type="checkbox"/>	General Aggregate	\$300,000
	Products/Completed Operations Aggregate	\$300,000
	Personal and Advertising Injury	\$300,000
	Each Occurrence	\$300,000
	Fire Damage	\$ 50,000
<input type="checkbox"/>	General Aggregate	\$500,000
	Products/Completed Operations Aggregate	\$500,000
	Personal and Advertising Injury	\$500,000
	Each Occurrence	\$500,000
	Fire Damage	\$ 50,000
<input checked="" type="checkbox"/>	General Aggregate	\$1,000,000
	Products/Completed Operations Aggregate	\$1,000,000
	Personal and Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000
	Fire Damage	\$ 50,000

(6) The General Aggregate Limit shall apply separately to this Project and the policy shall be endorsed using the following endorsement wording. "This endorsement modifies insurance provided under the following: Commercial General Liability Coverage Part. The General Aggregate Limit under LIMITS OF INSURANCE applies separately to

each of your projects away from premises owned by or rented to you." Applicable deductibles or self-insured retentions shall be the sole responsibility of ATTORNEY. Deductibles or self-insured retentions carried by the ATTORNEY shall be subject to the approval of the Risk Management Director or its designee.

(7) The OWNER shall be named as an Additional Insured and the policy shall be endorsed that such coverage shall be primary to any similar coverage carried by the OWNER.

(8) Coverage shall be included for explosion, collapse or underground property damage claims.

(9) Watercraft Liability coverage shall be carried by the ATTORNEY or the SUBCONTRACTOR in limits of not less than the Commercial General Liability limit shown in subparagraph (1) above if applicable to the completion of the Services under this Agreement.

Applicable Not Applicable

(10) Aircraft Liability coverage shall be carried by the ATTORNEY or the SUBCONTRACTOR in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the Services under this Agreement.

Applicable Not Applicable

B.5C AUTOMOBILE LIABILITY INSURANCE

Required by this Agreement? Yes No

(11) Automobile Liability Insurance shall be maintained by the ATTORNEY for the ownership, maintenance or use of any owned, non-owned or hired vehicle with limits of not less than:

Bodily Injury & Property Damage - \$ 500,000

Bodily Injury & Property Damage - \$1,000,000

B.5D UMBRELLA LIABILITY

(12) Umbrella Liability may be maintained as part of the liability insurance of the ATTORNEY and, if so, such policy shall be excess of the Employers' Liability, Commercial General Liability, and Automobile Liability coverages required herein and shall include all coverages on a "following form" basis.

(13) The policy shall contain wording to the effect that, in the event of the exhaustion of any underlying limit due to the payment of claims, the Umbrella policy will "drop down" to apply as primary insurance.

B.5E PROFESSIONAL LIABILITY INSURANCE

Required by this Agreement? Yes No

(14) Professional Liability Insurance shall be maintained by the ATTORNEY to insure its legal liability for claims arising out of the performance of professional services under this Agreement. ATTORNEY waives its right of recover against OWNER as to any claims under this insurance. Such insurance shall have limits of not less than:

- \$ 500,000 each claim and in the aggregate
- \$1,000,000 each claim and in the aggregate
- \$2,000,000 each claim and in the aggregate
- \$5,000,000 each claim and in the aggregate

(15) Any deductible applicable to any claim shall be the sole responsibility of the ATTORNEY. Deductible amounts are subject to the approval of the OWNER.

(16) The ATTORNEY shall continue this coverage for a period of not less than five (5) years following completion of all Services authorized under this Agreement.

(17) The policy retroactive date will always be prior to the date services were first performed by ATTORNEY or OWNER under this Agreement, and the date will not be moved forward during the term of this Agreement and for five years thereafter. ATTORNEY shall promptly submit Certificates of Insurance providing for an unqualified written notice to OWNER of any cancellation of coverage or reduction in limits, other than the application of the aggregate limits provision. In addition, ATTORNEY shall also notify OWNER by certified mail, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by

ATTORNEY from its insurer. In the event of more than a twenty percent (20%) reduction in the aggregate limit of any policy, ATTORNEY shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. ATTORNEY shall promptly submit a certified, true copy of the policy and any endorsements issued or to be issued on the policy if requested by OWNER.

B.5F VALUABLE PAPERS INSURANCE

(18) In the sole discretion of the MPO, on a work order by work order basis, ATTORNEY may be required to purchase valuable papers and records coverage for reports, books and other printed documents in an amount sufficient to cover the cost of recreating or reconstructing valuable papers or records utilized during the term of this Agreement.

B.5G PROJECT PROFESSIONAL LIABILITY

(19) If OWNER notifies ATTORNEY that a project professional liability policy will be purchased, then ATTORNEY agrees to use its best efforts in cooperation with OWNER and OWNER'S insurance representative, to pursue the maximum credit available from the professional liability carrier for a reduction in the premium of ATTORNEY'S professional liability policy. If no credit is available from ATTORNEY'S current professional policy underwriter, then ATTORNEY agrees to pursue the maximum credit available on the next renewal policy, if a renewal occurs during the term of the project policy (and on any subsequent professional liability policies that renew during the term of the project policy). ATTORNEY agrees that any such credit will fully accrue to OWNER. Should no credit accrue to OWNER, OWNER and ATTORNEY, agree to negotiate in good faith a credit on

behalf of OWNER for the provision of project-specific professional liability insurance policy in consideration for a reduction in ATTORNEY'S self-insured retention and the risk of uninsured or underinsured consultants.

(20) ATTORNEY agrees to provide the following information when requested by OWNER:

- a. The date the professional liability insurance renews.
- b. Current policy limits.
- c. Current deductibles/self-insured retention.
- d. Current underwriter.
- e. Amount (in both dollars and percent) the underwriter will give as a credit if the policy is replaced by an individual project policy.
- f. Cost of professional insurance as a percent of revenue.
- g. Affirmation that the design firm will complete a timely project errors and omissions application.

(21) If OWNER elects to purchase a project professional liability policy, ATTORNEY to be insured will be notified and OWNER will provide professional liability insurance, naming ATTORNEY and its professional SUBCONTRACTORS as named insured.

C1. PROPOSER DECLARATION STATEMENT

Pursuant to information for prospective bidders/proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualification without prejudice.

Name of Organization: _____

By: _____

Title: _____

Date: _____

Attested By: _____

Title: _____

Date: _____

C.2 PROPOSER CHECK LIST

LEE COUNTY METROPOLITAN PLANNING ORGAIZATION
LEE COUNTY, FLORIDA
MPO Designee

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Proposal.

Proposer should check off each of the following items as the necessary action is completed:

- 1. The Proposal has been signed.
- 2. All information as requested in the Proposal Questionnaire is included.
- 3. Any addenda have been signed and included.
- 4. The delivery envelope/postal container has been addressed to:

_____, **MPO Designee**
Lee County Metropolitan Planning Organization
815 Nicholas Parkway East
Cape Coral, FL 33990

Or Mail to:
Lee County Metropolitan Planning Organization
P.O. Box 150045
Cape Coral, FL 33915-0045

- 5. The **mailing envelope/postal container must be sealed and marked** with Proposal Number, Proposal Title and Due Date.
- 6. The Proposal will be mailed or delivered in time to be received no later than 3:00 p.m. (local time), _____, **2013**. (Otherwise Proposal cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET

Company Name _____

Signature and Title _____

Date _____

C.3 PROJECT PROPOSAL TRANSMITTAL LETTER

PROJECT PROPOSAL TRANSMITTAL LETTER

Lee County Metropolitan Planning Organization
P.O. Box 150045
Cape Coral, FL 33915-0045

Dear Metropolitan Planning Organization:

The undersigned, as proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he/she is the only person interested in this proposal or in the contract to which this proposal pertains, and that this proposal is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud.

The proposer further declares that he/she has complied in every respect with all the Instruction to Proposers issued prior to the opening of proposals, and that he /she has satisfied themselves fully relative to all matters and conditions with respect to the general condition of the contract to which the proposal pertains.

The proposer puts forth and agrees, if this proposal is accepted, to execute an appropriate document for the purpose of establishing a formal contractual relationship between him/her, and the MPO, for the performance of all requirements to which the proposal pertains.

The proposer states that the proposal is based upon the proposal documents listed by RFP #MPO-2013-002.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this

_____ day of _____, 2013.

In the County of _____, in the state of _____.

Proposer's Firm or Trade Name

Corporation, Sole Proprietorship, Partnership (Circle One)

BY: _____
Typed and Written Signature

Title

INPUT FROM THE LOCAL JURISDICTIONS ON EXISTING REVENUE DATA AND TRENDS

RECOMMENDED ACTION: Discuss existing local revenue projections and methodologies and current trends.

As discussed during the May 13th meeting State and local revenues are provided to MPO staff for the development of the Long Range Transportation Plan (LRTP). The methodology for projecting future revenues are at the discretion of each of the jurisdictions and the revenues that are provided include the portion of the overall transportation revenues that can be used for capacity related projects.

At the last meeting Chairman Ruane asked that each member be prepared discuss their own municipality's methodology for estimating revenues and their current impact fee status.

State Transportation Revenues

The state has taken measures to offset the impact of inflation on the transportation program by indexing the state gas tax to the change in the overall Consumer Price Index each calendar year. The State Revenue Estimating Conferences (REC) issues a 10-year state transportation revenue forecast at least twice a year. The August 2012 Revenue Estimating Conference reflected 11.0 percent growth for FY 2013 (note that this includes the impact of Chapter 2012-128, Laws of Florida, which redirected \$200 million annually in title fees from General Revenue to the State Transportation Trust Fund), 6.7 percent for FY 2014, and average annual revenue increases of approximately 4.0 percent for FY 2015 through FY 2018. With the exception of FY 2012, overall revenues have exceeded and are forecasted to exceed the Consumer Price Index.

Transportation Revenue and the State Transportation Trust Fund:

The Revenue Estimating Conference met on August 3, 2012, to consider the forecast for revenues flowing into the State Transportation Trust Fund (STTF). Including the estimates for Fiscal Year 2012-13, overall revenues to the STTF were increased by \$1.2 billion or about 6.9 percent during the work program period ending Fiscal Year 2017-18 (the changes in the forecast discussed below all refer to the work program period from Fiscal Year 2012-13 to Fiscal Year 2017-18).

**HISTORICAL TRENDS AND FORECAST OF STATE
TRANSPORTATION REVENUES
(\$ in millions)**

Source	Actual	Forecast					
		FY12	FY13	FY14	FY15	FY16	FY17
Fuel Taxes	1,801.2	1,870.8	1,945.7	2,026.7	2,125.8	2,221.9	2,303.2
Aviation Fuel Taxes	13.4	33.4	34.3	35.7	37.5	39.3	40.8
Motor Vehicle Fees	677.7	900.7	919.2	941.4	962.8	983.7	999.9
Rental Car Surcharge	109.0	111.7	114.4	117.7	121.5	125.2	129.0
Documentary Stamps	114.5	97.2	200.7	216.5	243.3	264.4	286.2
Total	2,715.7	3,013.8	3,214.3	3,338.0	3,490.9	3,634.5	3,759.1
Percent Change in Total Revenues	1.3%	11.0%	6.7%	3.8%	4.6%	4.1%	3.4%
Percent Change in Consumer Price Index	2.3%	1.1%	2.2%	2.1%	1.8%	1.6%	1.7%

Notes:

- (1) Actual through FY 2012; thereafter, estimates are from the August 2012 REC.
- (2) The forecast includes the effect of Chapter 2012-128, L.O.F., which required a permanent redirect of \$200 million from title fee revenue previously going to the General Revenue Fund to the State Transportation Trust Fund beginning in FY 2013. However, it does not include the one-time transfer of \$200 million from the State Transportation Trust Fund to the General Revenue Fund in FY 2013.

For revenues from fuel taxes, the overall forecast was responding to combined factors of recent changes in consumption of motor fuel and other fuels (diesel, aviation fuel and off-highway fuel), as well as the weak economic activity contained in the National and Florida economic forecasts. The projection for revenues from highway fuel consumption, which includes the Highway Fuel Sales Tax and the State Comprehensive Enhanced Transportation System Tax (SCETS), was increased by \$64.1 million, or 0.5 percent. Projected tax rates remained relatively stable, with the increase in the revenue forecast attributable to the combination of the indexed tax rate change and stronger consumption of motor fuel than expected in the January forecast.

Expected revenues from the Special Fuel Use taxes and fees were decreased by \$1.7 million, or -2.2 percent. This reduction is mainly due to the adjustments in the diesel fuel forecasts. Revenues from the Special Fuel Use taxes and fees have experienced a significant decrease in recent years. This has been attributed to less interstate truck traffic from other states and countries into Florida.

The distribution from Local Option Tax Service Charge had a \$1.1 million increase, or 0.4 percent. These changes were mainly responding to the adjustments in the combined motor fuel and diesel fuel forecasts. Local option taxes are not indexed for inflation as State gas taxes are. The Aviation Fuel Tax forecast was decreased by \$51.6 million, or -18.9 percent, and the Rental Car Surcharge projection was increased by \$8.1 million, or 1.1 percent. The decrease of the Aviation Fuel Tax mainly reflected weak collections in the most recent months (due to increased tax credits and refunds), while the increase in the Rental Car Surcharge was largely due to improved tourist activity. The forecast for Off-Highway Fuel Sales Tax was increased by \$10.0 million, or 12.4 percent, due to the actual collection experience in recent months and improvement in the construction sector that has been stronger than expected.

For motor vehicle license and registration related fees, the forecasts were previously adopted by the Highway Safety Licenses and Fees Conference (released in August 2012). In this work program period, receipts to the STTF from Motor Vehicle License revenues and the forecast for Initial Registration Fees were the same as the January estimates. However, the forecast for Title Fees was increased by \$1.2 billion. This increase reflects the effect of Chapter 2012-128, Laws of Florida, which required a permanent redirect of \$200 million annually from title fee revenue previously going to the General Revenue Fund to the State Transportation Trust Fund beginning in Fiscal Year 2012-13. However, it does not include the one-time transfer of \$200 million from the State Transportation Trust Fund to the General Revenue Fund in Fiscal Year 2012-13.

County Local Option Estimated Motor Fuel and Diesel Fuel Taxes (Local option gas taxes are not indexed for CPI)

County governments are authorized to levy up to 12 cents of local option fuel taxes in the form of three separate levies. The first is a tax of 1 cent on every net gallon of motor and diesel fuel sold within a county. Known as the ninth-cent fuel tax, this tax may be authorized by an ordinance adopted by an extraordinary vote of the governing body or voter approval in a countywide referendum. Generally, the proceeds may be used to fund transportation expenditures.

Ninth-Cent Fuel Tax Estimated Collections

	2013	2012	2011	2010	2009	2008	2007
Lee County BCC	\$2,922,989	\$3,005,321	\$3,033,671	\$2,942,704	\$3,271,197	\$3,476,242	\$3,367,787

Distribution of Proceeds

The county's governing body may, by joint agreement with one or more its respective municipalities, provide for the authorized transportation purposes and the distribution of the tax proceeds within both the incorporated and unincorporated areas of the county. However, the county is not required to share the proceeds of the tax with municipalities. Even if the county does not levy the tax on motor fuel, it still receives proceeds from the levy on diesel fuel.

Authorized Uses of Proceeds

County and municipal governments may use the tax proceeds for transportation expenditures as defined in s. 336.025(7), F.S. Transportation expenditures are defined to include those expenditures by the local government from local or state-shared revenue sources, excluding expenditures of bond proceeds, for the following programs:

1. Public transportation operations and maintenance.
2. Roadway and right-of-way maintenance and equipment and structures used primarily for the storage and maintenance of such equipment.
3. Roadway and right-of-way drainage.
4. Street lighting.
5. Traffic signs, traffic engineering, signalization, and pavement markings.
6. Bridge maintenance and operation.

7. Debt service and current expenditures for transportation capital projects in the foregoing program areas, including construction or reconstruction of roads and sidewalks.

Counties are also authorized to expend the revenues received in conjunction with the state or federal government for joint transportation projects.

The second is a tax of 1 to 6 cents on every net gallon of motor and diesel fuel sold within a county. Lee County has levied the maximum 6 cents. This tax may be authorized by an ordinance adopted by a majority vote of the governing body or voter approval in a countywide referendum. Generally, the proceeds may be used to fund transportation expenditures.

6 Cents Local Option Fuel Tax Estimated Collections

	2013	2012	2011	2010	2009	2008	2007
Lee County BCC	\$8,329,764	\$8,364,759	\$8,443,044	\$8,291,311	\$9,169,587	\$9,742,290	\$9,710,423
Bonita Springs	\$749,002	\$799,288	\$806,768	\$792,270	\$880,621	\$935,622	\$963,790
Cape Coral	\$4,116,213	\$4,294,280	\$4,334,470	\$4,256,573	\$4,731,255	\$5,026,754	\$4,542,218
Fort Myers	\$2,309,699	\$2,355,796	\$2,377,844	\$2,335,111	\$2,595,516	\$2,757,624	\$2,671,893
Fort Myers Beach	\$168,278	\$171,637	\$173,243	\$170,129	\$235,450	\$250,156	\$242,379
Sanibel	\$824,892	\$841,356	\$849,230	\$833,968	\$926,970	\$984,866	\$954,247
County wide Total	\$16,497,849	\$16,827,116	\$16,984,599	\$16,679,361	\$18,539,400	\$19,697,311	\$19,084,950

Distribution of Proceeds

The tax proceeds shall be distributed by the Department of Revenue (DOR) according to the distribution factors determined at the local level by interlocal agreement between the county and municipalities within the county's boundaries. If no interlocal agreement has been established, then the distribution shall be based on the transportation expenditures of each local government for the immediately preceding 5 fiscal years, as a proportion of the total of such expenditures for the county and all municipalities within the county. These proportions shall be recalculated every 10 years based on the transportation expenditures of the immediately preceding 5 years. This recalculation shall under no circumstances materially or adversely affect the rights of holders of bonds outstanding on July 1, 1986, which are backed by the proceeds. The amounts distributed to the county government and each municipality shall not be reduced below the amount necessary for the payment of principal and interest and reserves for principal and interest as required under the covenants of any bond resolution outstanding on the date of the recalculation.

Authorized Uses of Proceeds

County and municipal governments may use the tax proceeds for transportation expenditures as defined in s. 336.025(7), F.S. Transportation expenditures are defined to include those expenditures by the local government from local or state-shared revenue sources, excluding expenditures of bond proceeds, for the following programs.

1. Public transportation operations and maintenance.
2. Roadway and right-of-way maintenance and equipment and structures used primarily for the storage and maintenance of such equipment.
3. Roadway and right-of-way drainage.
4. Street lighting.
5. Traffic signs, traffic engineering, signalization, and pavement markings.
6. Bridge maintenance and operation.
7. Debt service and current expenditures for transportation capital projects in the foregoing program areas, including construction or reconstruction of roads and sidewalks.

The third tax is a 1 to 5 cents levy upon every net gallon of motor fuel sold within a county. Diesel fuel is not subject to this tax. Lee County has levied the Maximum 5 cents. This additional tax shall be levied by an ordinance adopted by a majority plus one vote of the membership of the governing body or voter approval in a countywide referendum. Proceeds received from this additional tax may be used for transportation expenditures needed to meet the requirements of the capital improvements element of an adopted local government comprehensive plan.

5 Cents Local Option Fuel Tax Estimated Collections

	2013	2012	2011	2010	2009	2008	2007
Lee County BCC	\$6,165,977	\$6,127,268	\$6,248,780	\$6,121,056	\$6,691,577	\$7,091,427	\$7,055,991
Bonita Springs	\$557,437	\$585,486	\$597,097	\$584,893	\$642,640	\$681,041	\$700,329
Cape Coral	\$3,046,962	\$3,145,602	\$3,207,984	\$3,142,413	\$3,452,670	\$3,558,981	\$3,300,562
Fort Myers	\$1,709,718	\$1,725,644	\$1,759,866	\$1,723,894	\$1,894,098	\$2,007,278	\$1,941,507
Fort Myers Beach	\$124,565	\$125,725	\$128,219	\$125,598	\$171,822	\$187,089	\$176,122
Sanibel	\$610,614	\$616,301	\$628,523	\$615,676	\$676,463	\$716,885	\$693,395
Countywide Total	\$12,212,274	\$12,326,026	\$12,570,469	\$12,313,530	\$13,529,270	\$14,337,702	\$13,867,908

Distribution of Proceeds

The tax proceeds shall be distributed by the DOR according to the distribution factors determined at the local level by interlocal agreement between the county and municipalities within the county's boundaries. If the interlocal agreement does not provide for automatic adjustments or periodic review of the distribution method by the local government entities, then the parties to the agreement shall review and hold public hearings on the terms of the agreement at least every two years.

Authorized Uses of Proceeds

The tax proceeds shall be used for transportation expenditures needed to meet the requirements of the capital improvements element of an adopted comprehensive plan or for expenditures needed to meet the immediate local transportation problems and for other transportation-related expenditures that are critical for building comprehensive roadway networks by local governments. Expenditures for the construction of new roads, the reconstruction or resurfacing of existing paved roads, or the paving of existing graded roads shall be deemed to increase capacity and such projects shall be included in the capital improvements element of an adopted comprehensive plan. Routine maintenance of roads is not considered an authorized expenditure.

Local governments may use the services of the Division of Bond Finance of the State Board of Administration pursuant to the State Bond Act to issue any bonds through these provisions and may pledge the revenues from these local option fuel taxes to secure the payment of bonds. In no case may a jurisdiction issue these bonds more frequently than once a year. Counties and municipalities may join together for the issuance of these bonds.

Florida: An Economic Overview

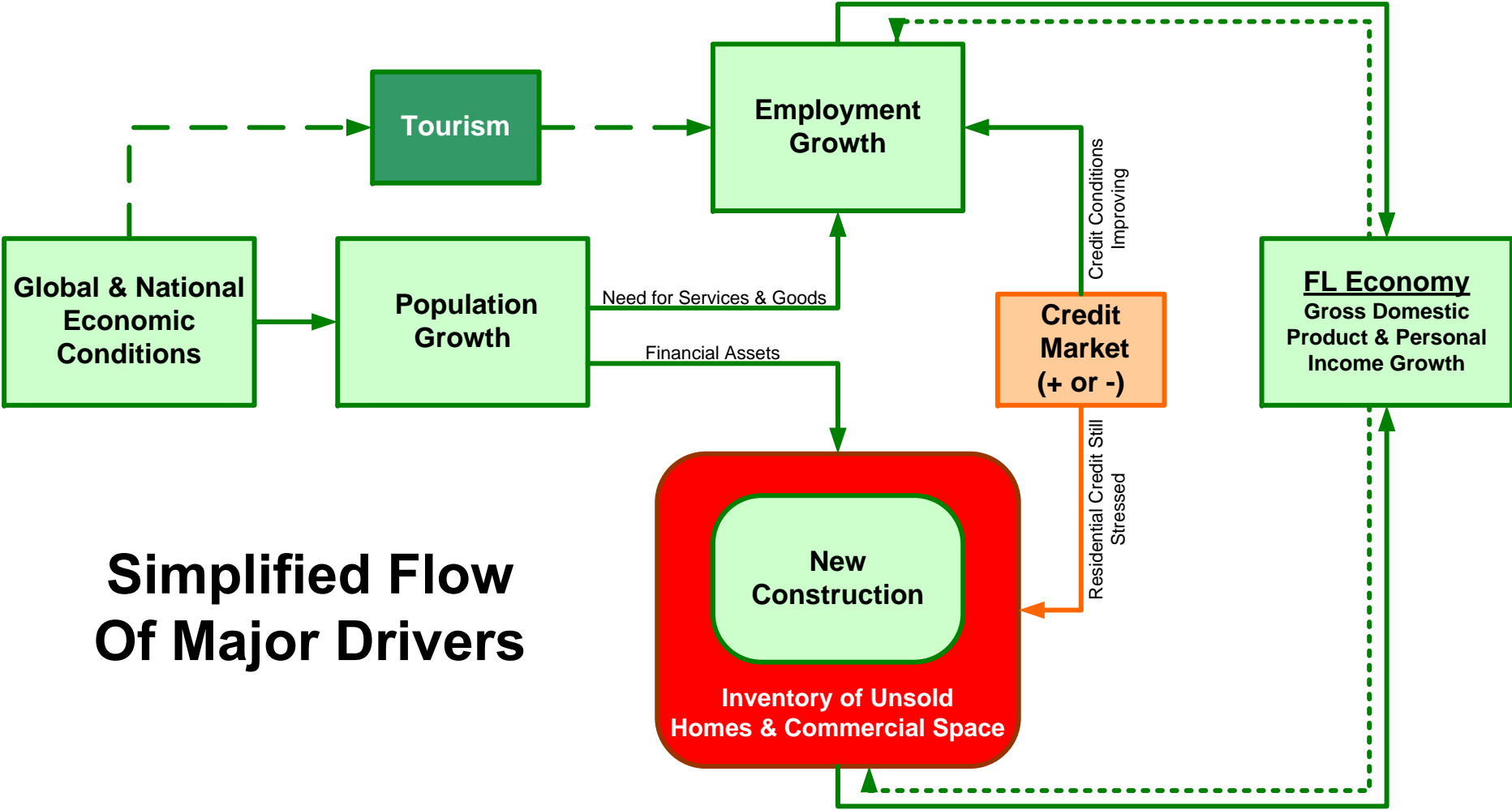
July 17, 2013

Presented by:



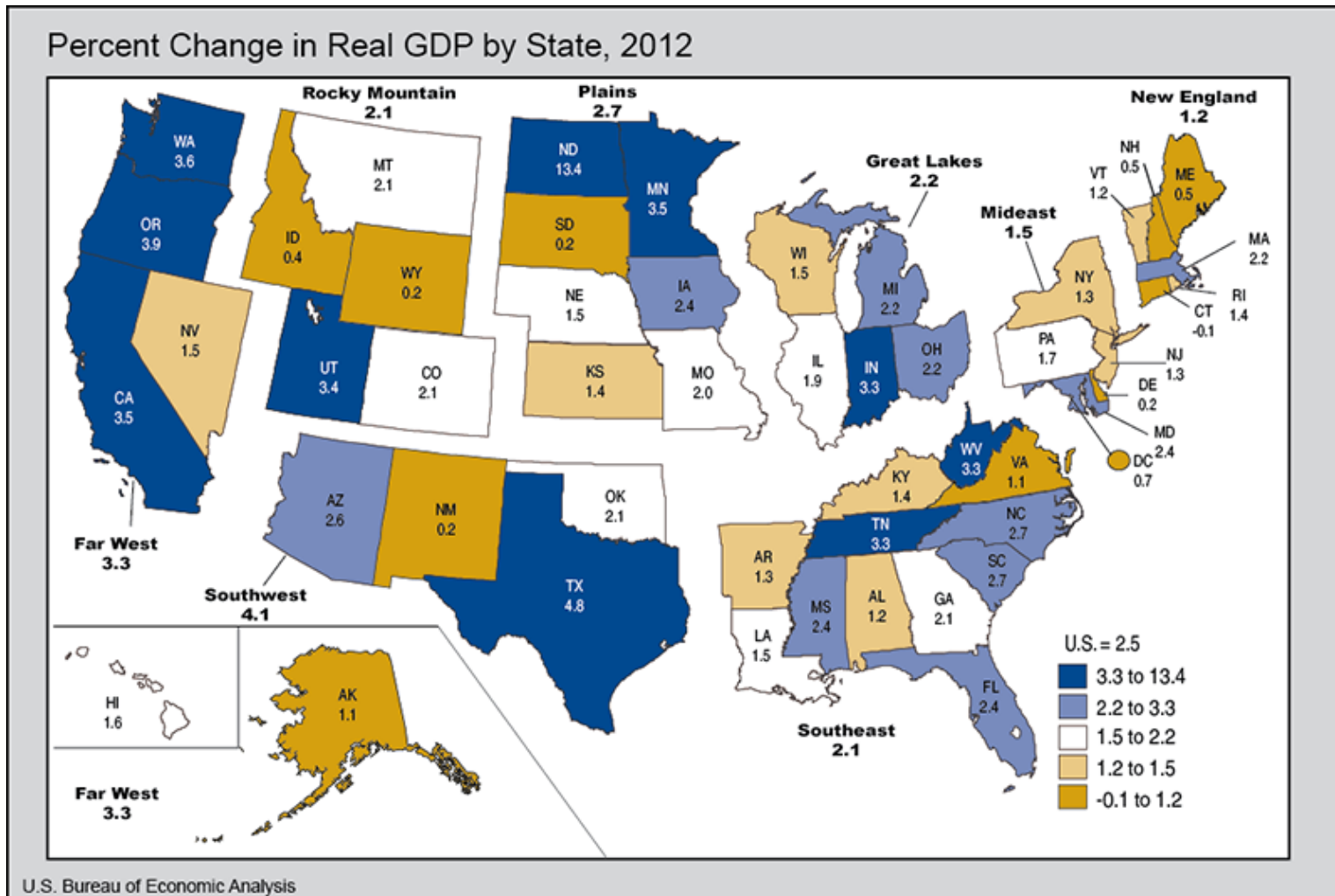
The Florida Legislature
Office of Economic and
Demographic Research
850.487.1402
<http://edr.state.fl.us>

Key Economic Variables Improving



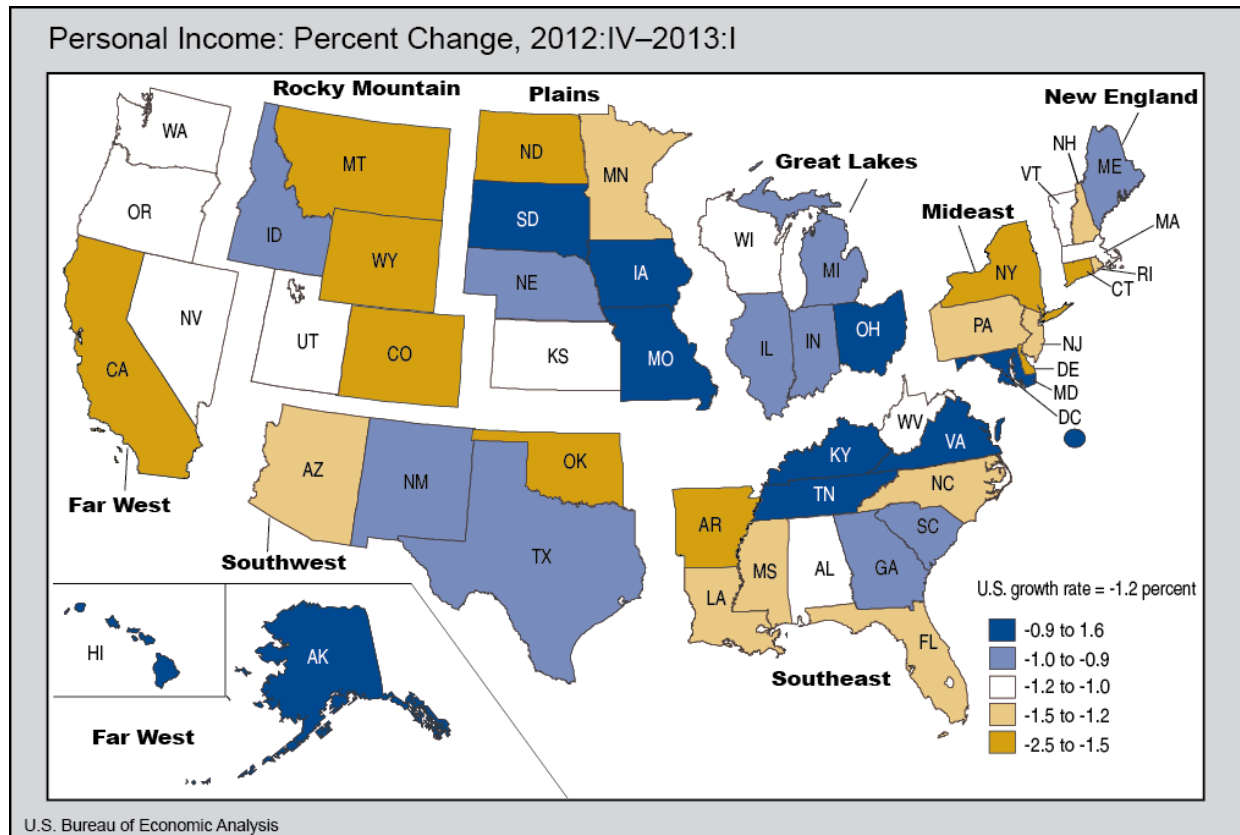
**Simplified Flow
Of Major Drivers**

Economy Strongly Improved in 2012



In 2012, Florida's economic growth was in positive territory for the third year after declining two years in a row. State Gross Domestic Product (GDP) ranked us 14th in the nation in real growth with a gain of 2.4%, just slightly below the national average of 2.5%.

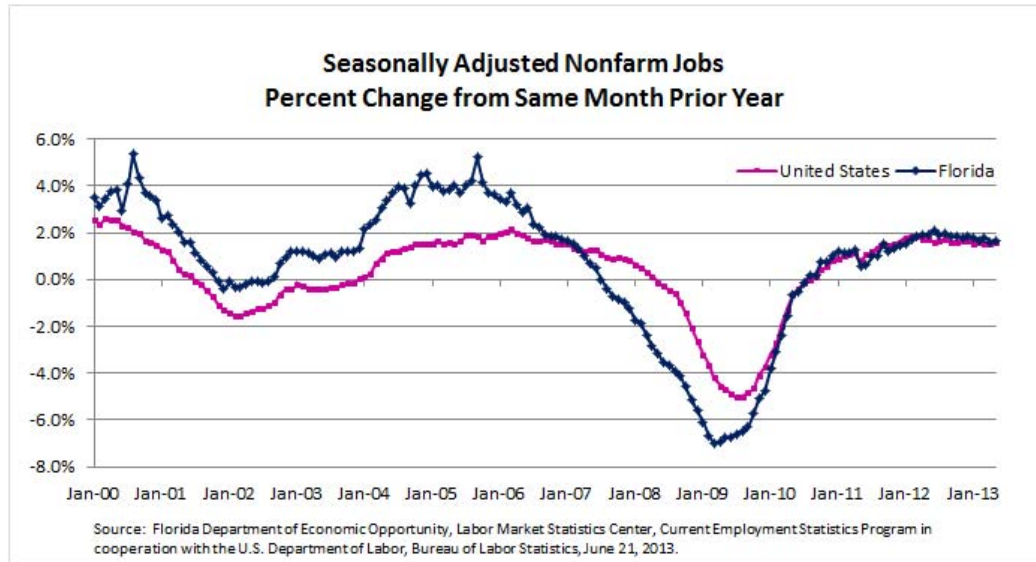
After 2012 Growth, FL Personal Income Falls in 2013:Q1



Florida finished the 2012 calendar year with **3.2%** growth over 2011, putting the state only slightly below the national growth rate of 3.5%. Losing some ground in the first quarter of 2013, Florida saw a **-1.5%** change from the last quarter of 2012 and dropped in rank to 39th in the nation.

In Florida, losses in both net earnings and property income led to the slow-down. They reflected the expiration of the payroll tax holiday and the acceleration of dividends and salary bonuses into 2012:Q4. First-quarter property income (dividends, interest and rent) fell the most in California (\$10.9) billion, but Florida closely followed (\$9.3 billion) with a decline in this category greater than in earnings.

Current Employment Conditions



May Nonfarm Jobs (YOY)

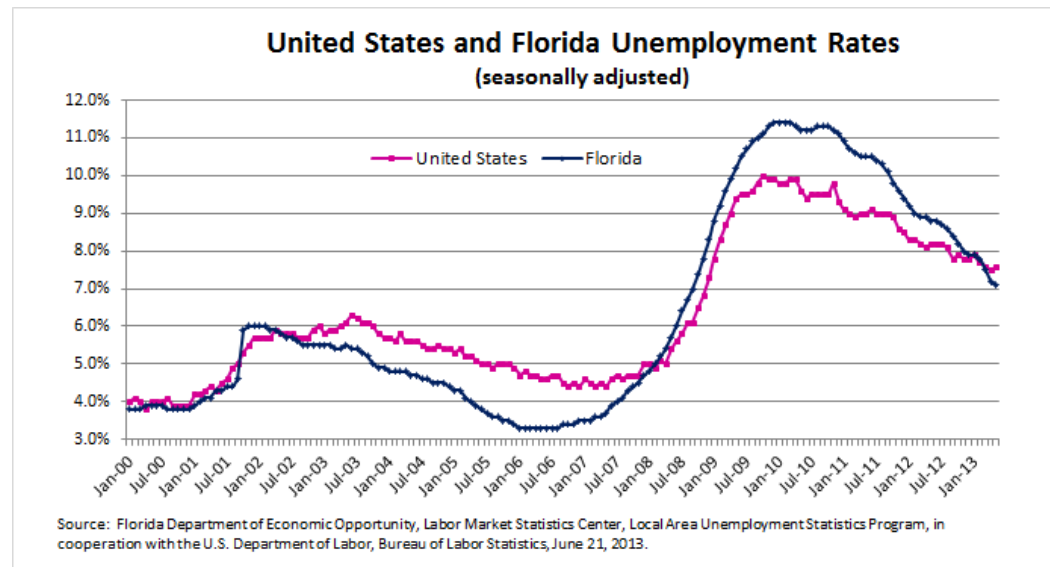
US 1.6%
 FL 1.7%
 YR: 122,500 jobs
 Peak: -553,500 jobs

May Unemployment Rate

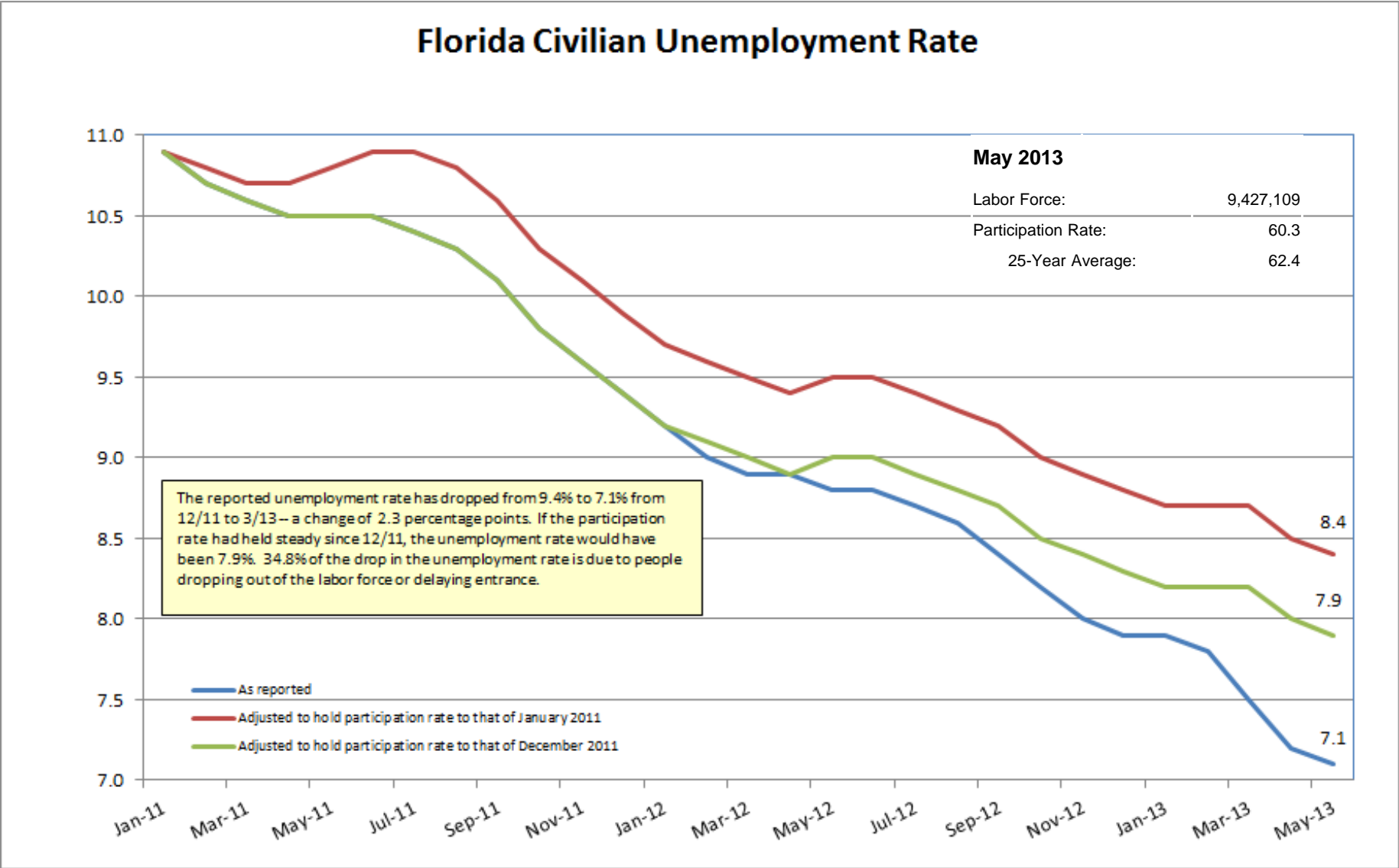
US 7.6%
 FL 7.1%
 (671,000 people)

Highest Monthly Rate

11.4%
 December 2009 through
 March 2010



Labor Force Changes Affect Rate Drop

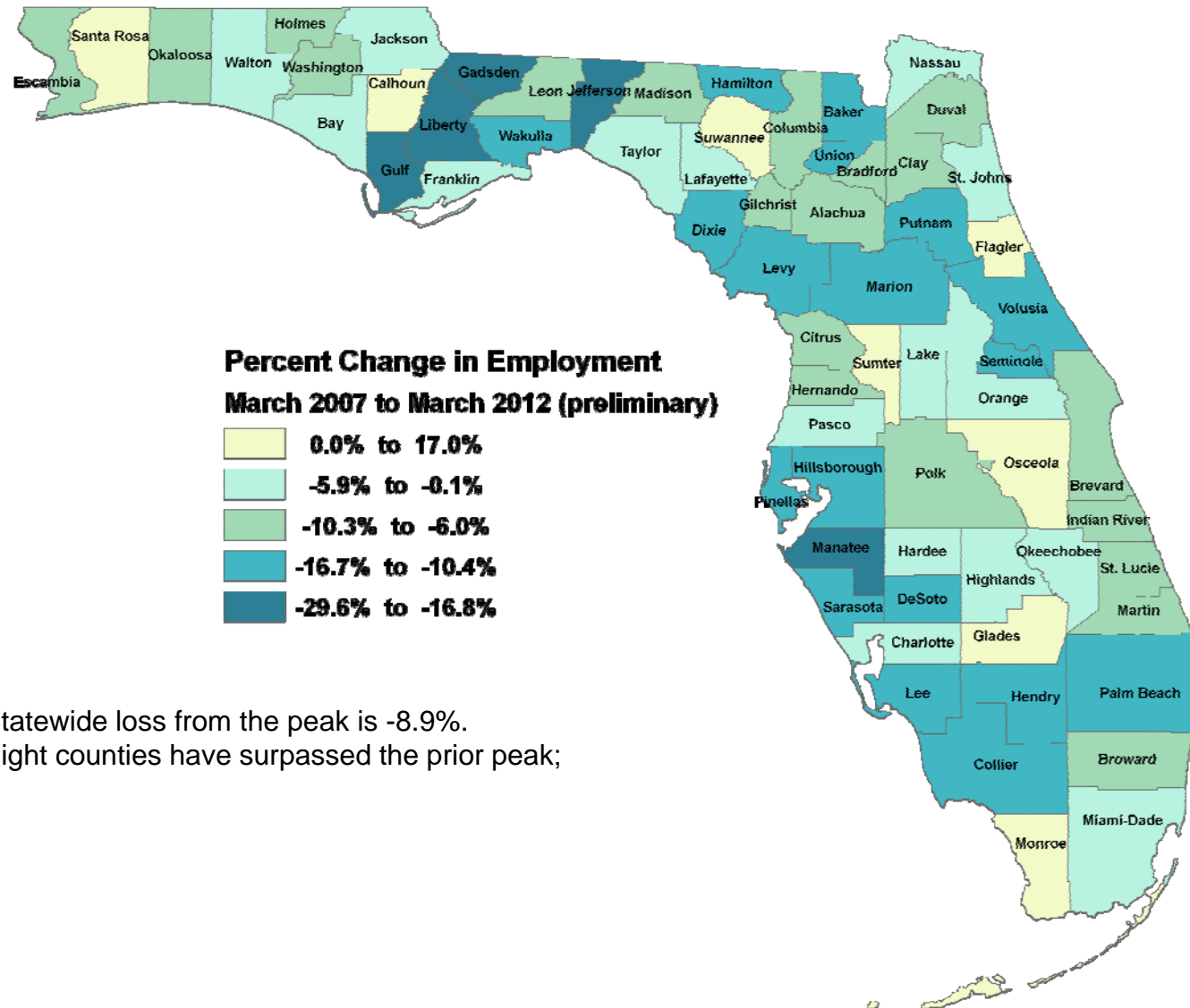


Florida's Job Market

- The job market will take a long time to recover – about 553,500 jobs have been lost since the most recent peak. Rehiring, while necessary, will not be enough.
- Florida's prime working-age population (aged 25-54) is forecast to add about 2,900 people per month, so the hole is deeper than it looks.
- It would take the creation of about 900,000 jobs for the same percentage of the total population to be working as was the case at the peak.



Employment Still Down from Peak Levels, But Improving...



Statewide loss from the peak is -8.9%.
Eight counties have surpassed the prior peak;

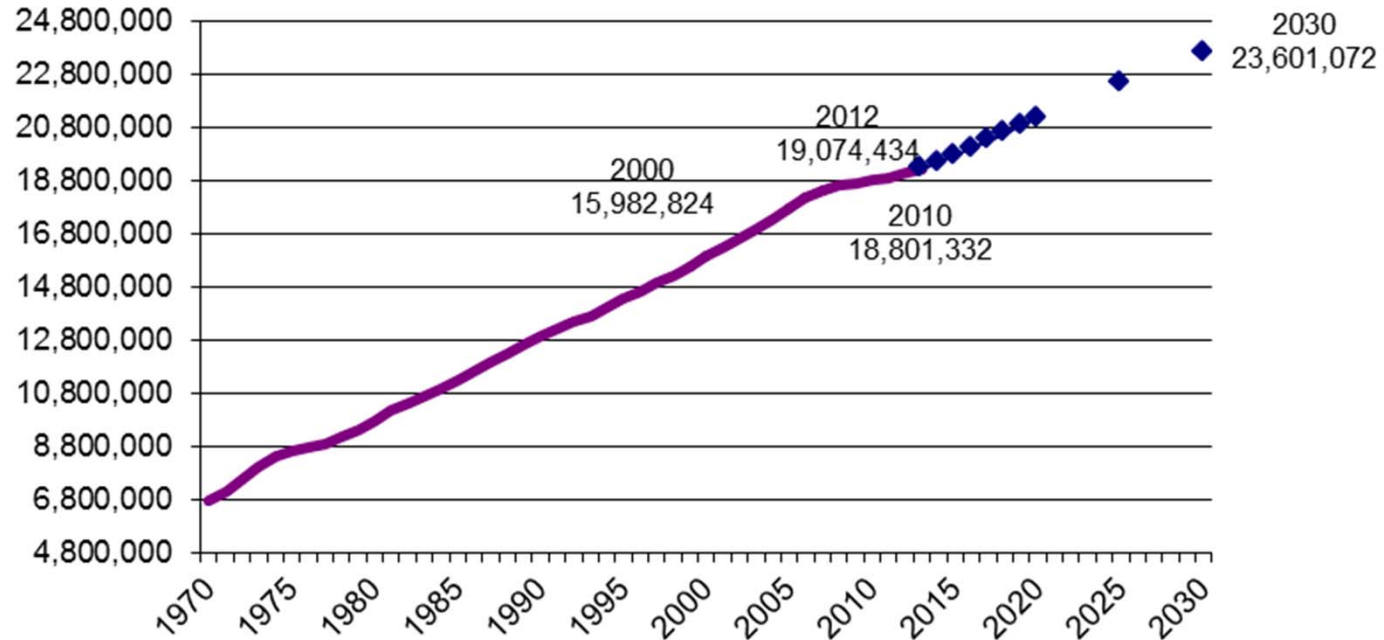


Population Growth Recovering

- Population growth is the state's primary engine of economic growth, fueling both employment and income growth.
- Population growth is forecast to continue strengthening, showing increasing rates of growth over the next few years. In the near-term, growth is expected to average 1.2% between 2012 and 2015 – and then continue its recovery in the future, averaging 1.4% between 2015 and 2020. Most of Florida's population growth through 2030 will be from net migration (88.5%). Nationally, average annual growth will be about 0.74% between 2012 and 2030.
- The future will be different than the past; Florida's long-term growth rate between 1970 and 1995 was over 3%.
- Florida is on track to break the 20 million mark during 2016, becoming the third most populous state sometime before then – surpassing New York.



Florida's April 1 Population Snapshot

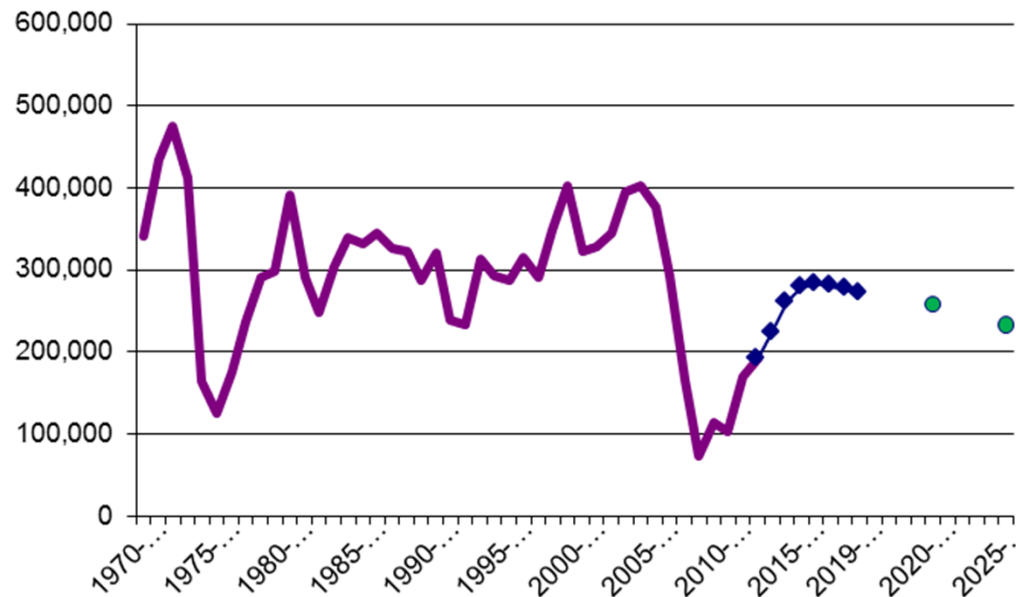


Florida's population:

- was 15,982,824 in 2000
- was 18,801,332 in 2010
- is forecast to grow to 23,601,072 by 2030



Florida's Population Growth



Population:

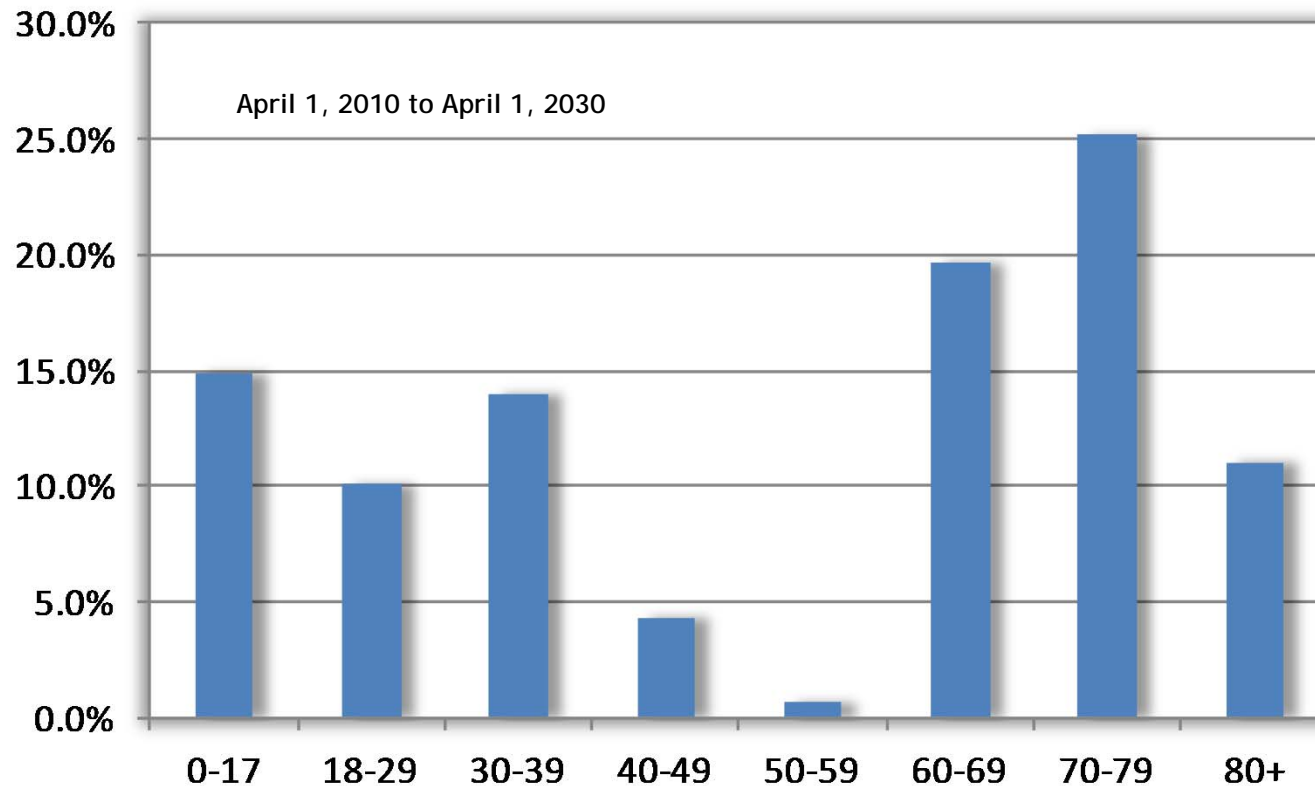
- Average annual increase between 2000 and 2006 was: 361,942
- Average annual increase between 2007 and 2012 was: 125,533

Population is forecast to increase on average by:

- 225,381 between 2012 and 2015
- 278,148 between 2015 and 2020
- 258,540 between 2020 and 2025
- 233,412 between 2025 and 2030

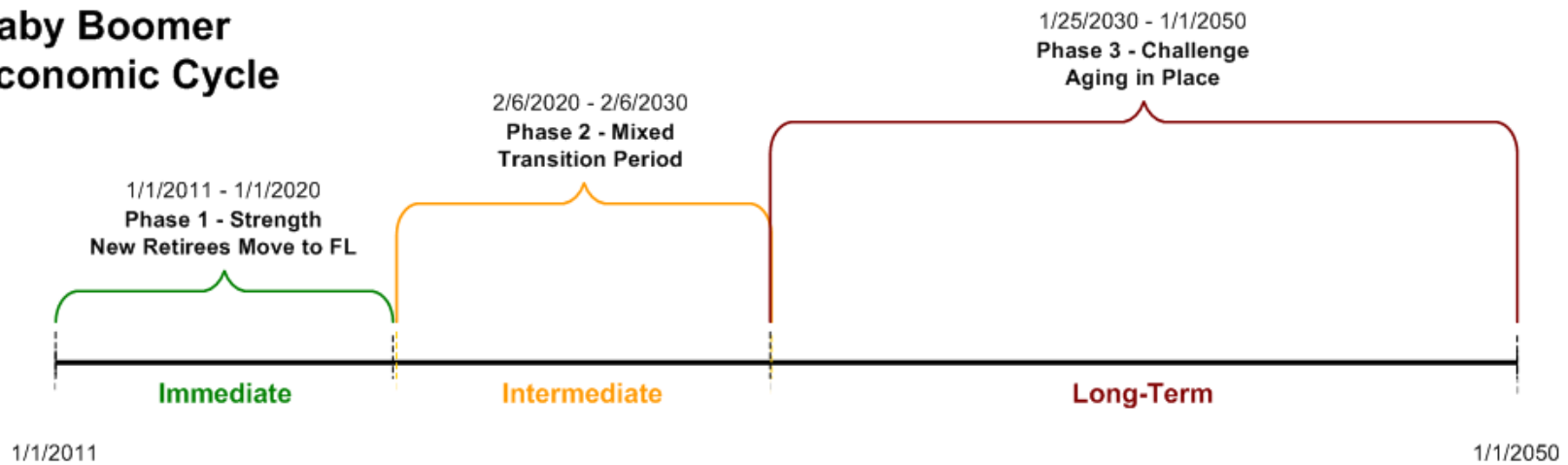


Population Growth by Age Group



- Between 2010 and 2030, Florida's population is forecast to grow by almost 4.8 million.
- Florida's older population (age 60 and older) will account for most of Florida's population growth, representing 56.4 percent of the gains.
- Florida's younger population (age 0-17) will account for 14.8 percent of the gains.

Baby Boomer Economic Cycle



OVER THE SHORTER-TERM ... (between now and 2020)

The Baby Boomers retiring to Florida will generally be financially better off than the average retiree; most will come with assets (at least from the sale of their homes).

Many will buy new homes in Florida and then outfit them --- generating additional tax revenues, largely as a result new money coming in to Florida from outside the state (earned elsewhere). New infusion of dollars has the greatest multiplier effect.

They will also tend to be younger retirees, and therefore healthier and more active --- meaning their demand for consumer services will be higher, strengthening the economy, while their demand for government services will be at its minimum.

OVER THE LONGER-TERM ... (between now and 2030)

As the Baby Boomers retire, they will be leaving vacant more jobs than there are workers to fill them.

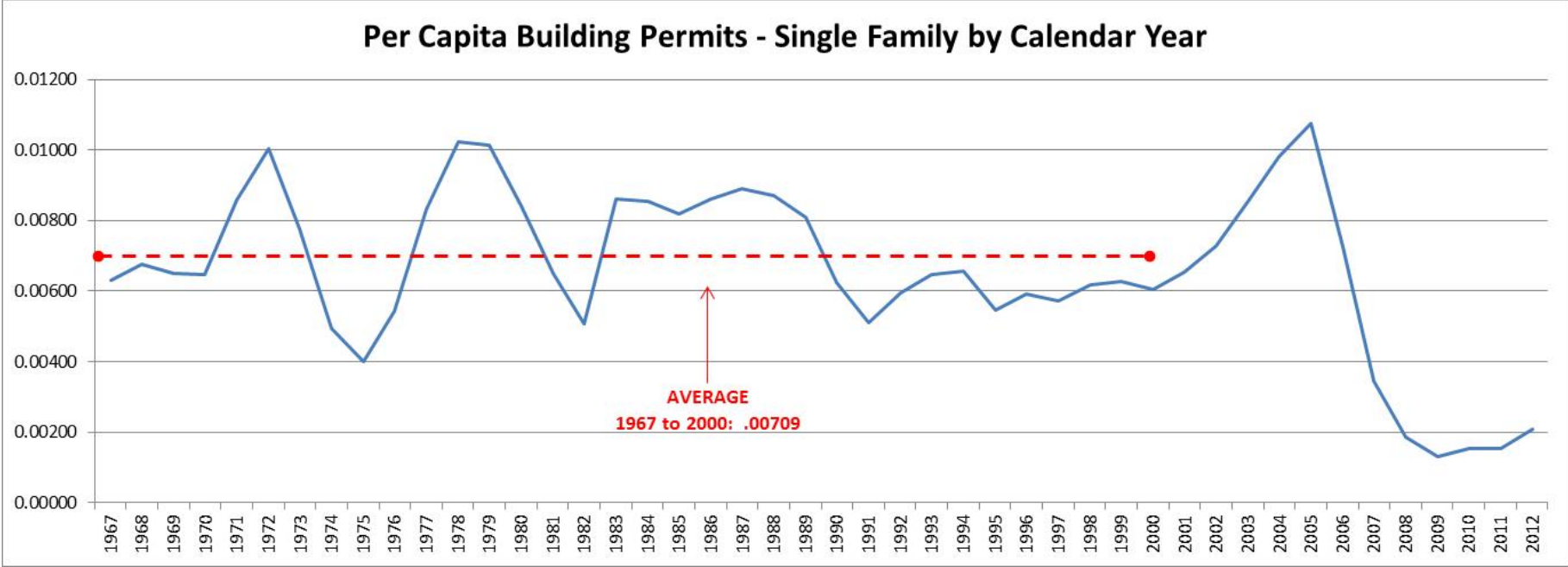
The ability to create new jobs will be constrained by the numbers of qualified workers available to fill those jobs.

Both of these factors will lead to increased demand for workers and upward pressure on wages as the skilled supply of workers fails to keep pace with the demand.

Inflated wages will hurt economic growth, as well as make government services more costly to provide—just as the Boomers increase their need for government-supported services.

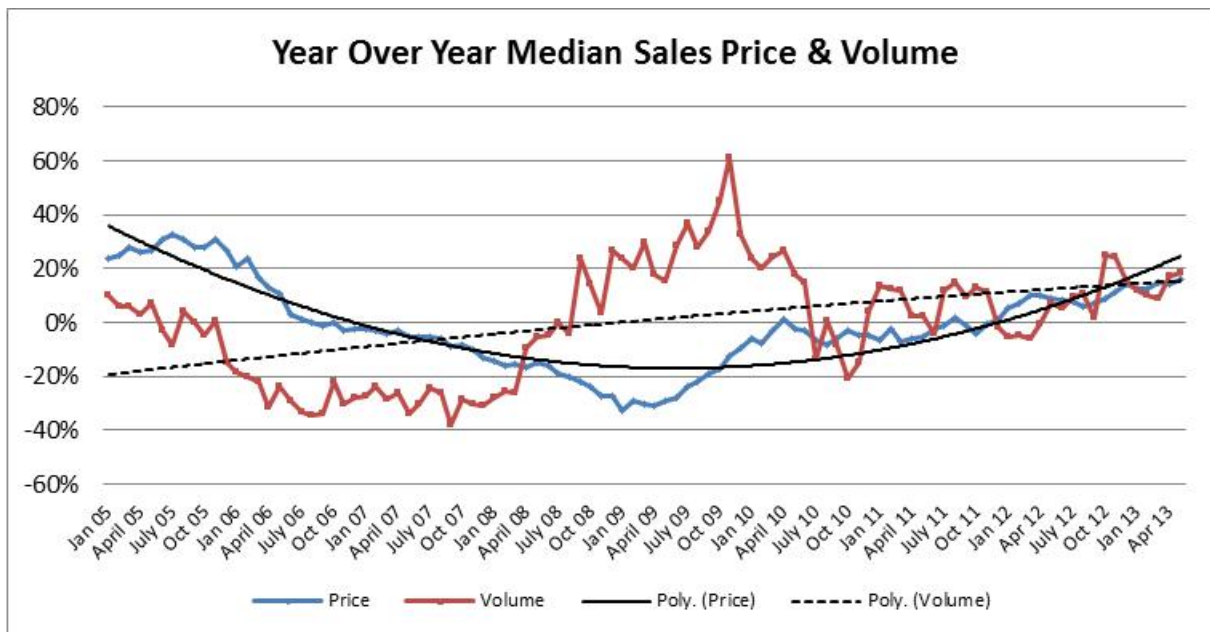
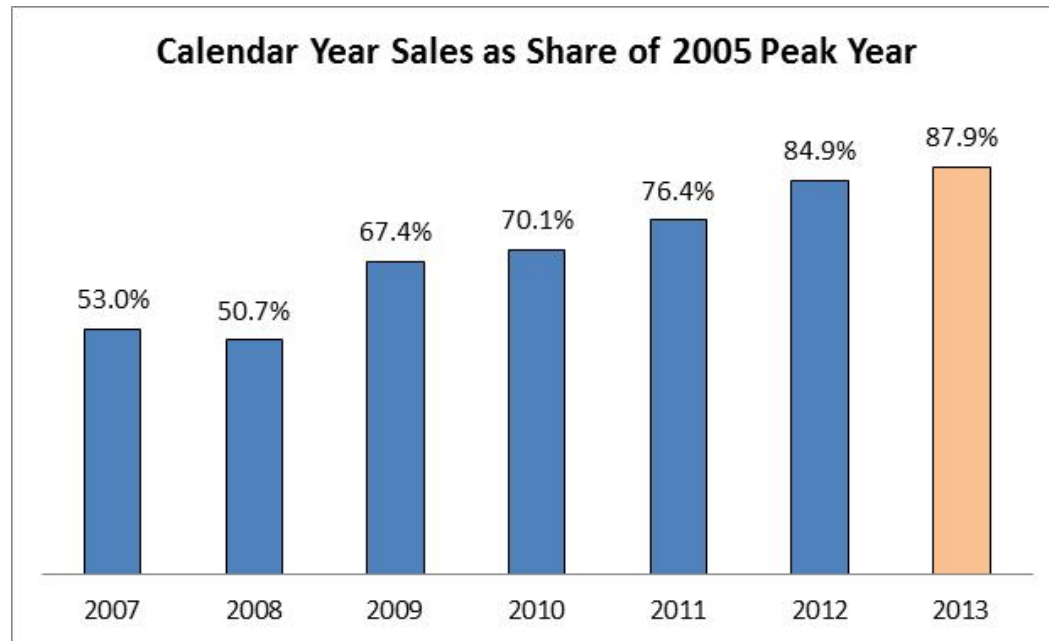
The increased cost of government services (due to higher prices and larger caseloads) and suppressed economic growth will make budget gaps worsen (diminished revenues and higher costs for the same services and more services being demanded). This situation will be exacerbated by the fact that retirees tend to spend more on services and less on taxable goods.

Florida Housing is Generally Improving



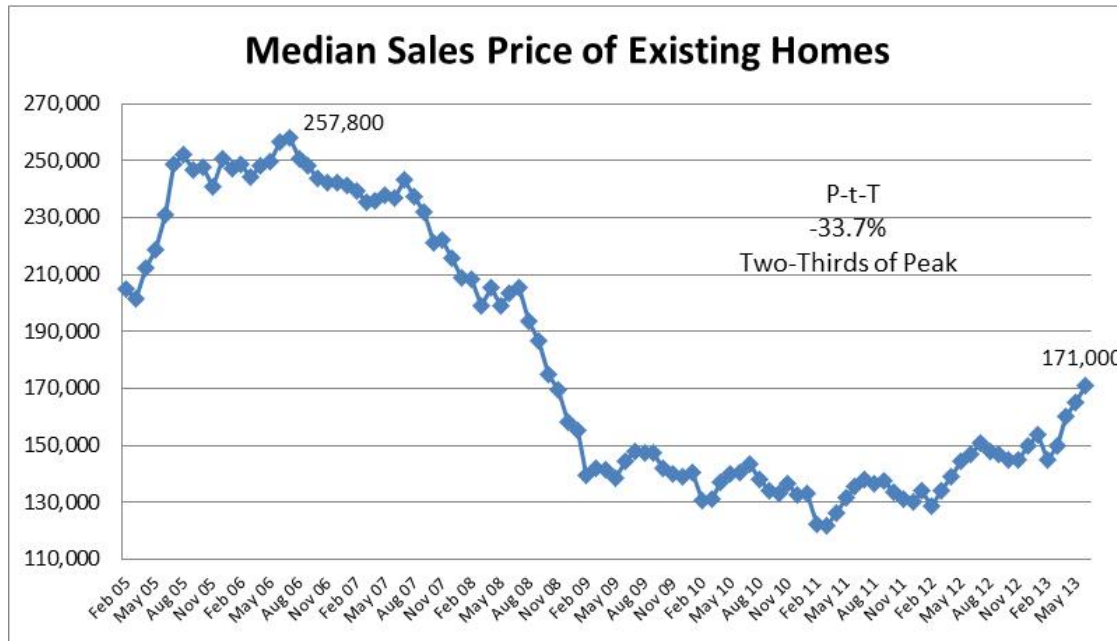
Building permit activity, an indicator of new construction, is back in positive territory, showing strong (32.4%) calendar year growth in 2012. For the first five months of the 2013 calendar year, permits were running nearly 50% above the same timeframe in the prior year, but the level is still low by historic standards.

Existing Homes Sales Are Increasing

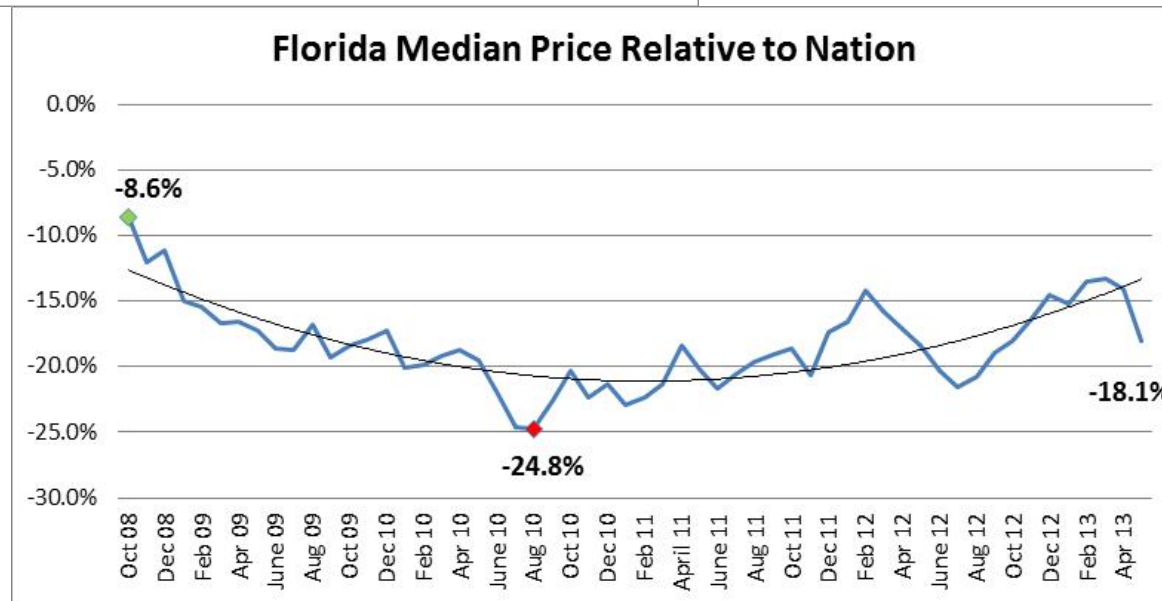


Data through
May 2013

Existing Home Price Gains Are Improving...

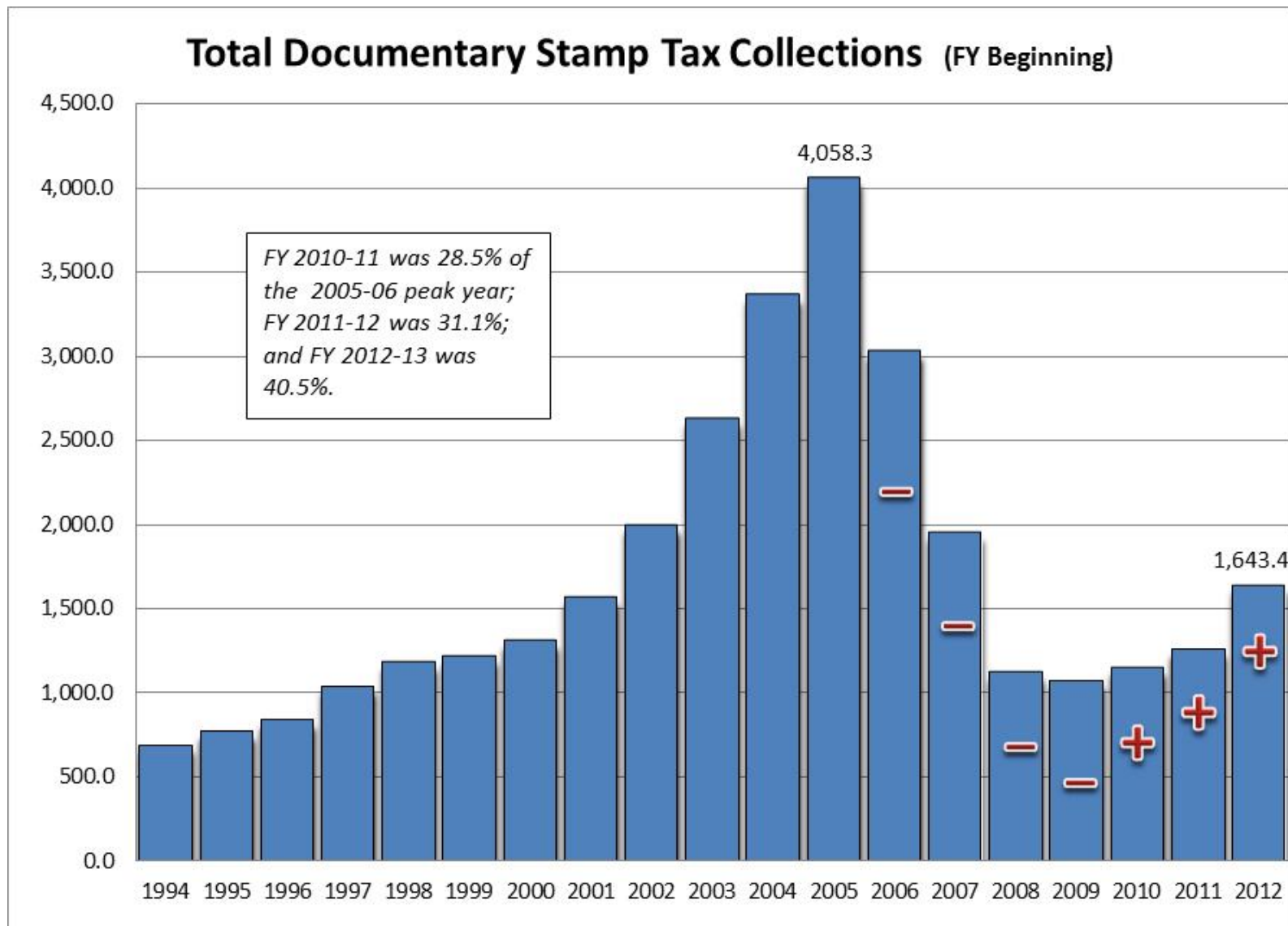


Median Sales Prices for Existing Homes have shown improvement, posting the highest number in May for 56 months (September 2008), but median sales prices are still substantially below the nation as a whole.



Data through May 2013

Documentary Stamp Collections (Reflecting All Activity)



Foreclosure Activity Remains Daunting

2012 Calendar Year...

Florida had highest Foreclosure Rate in the US for the first time since the housing crisis began. (3.11% of housing units received at least 1 filing)

Jan - June 2013, compared to US:

Florida posted the nation's highest foreclosure rate in the first half of the year.

- *Highest State for # of Filings*
- *Highest State for Foreclosure Rate*
- *Among US Metro Area rates: 12 of the top 20 highest metro rates in the nation were in Florida.*

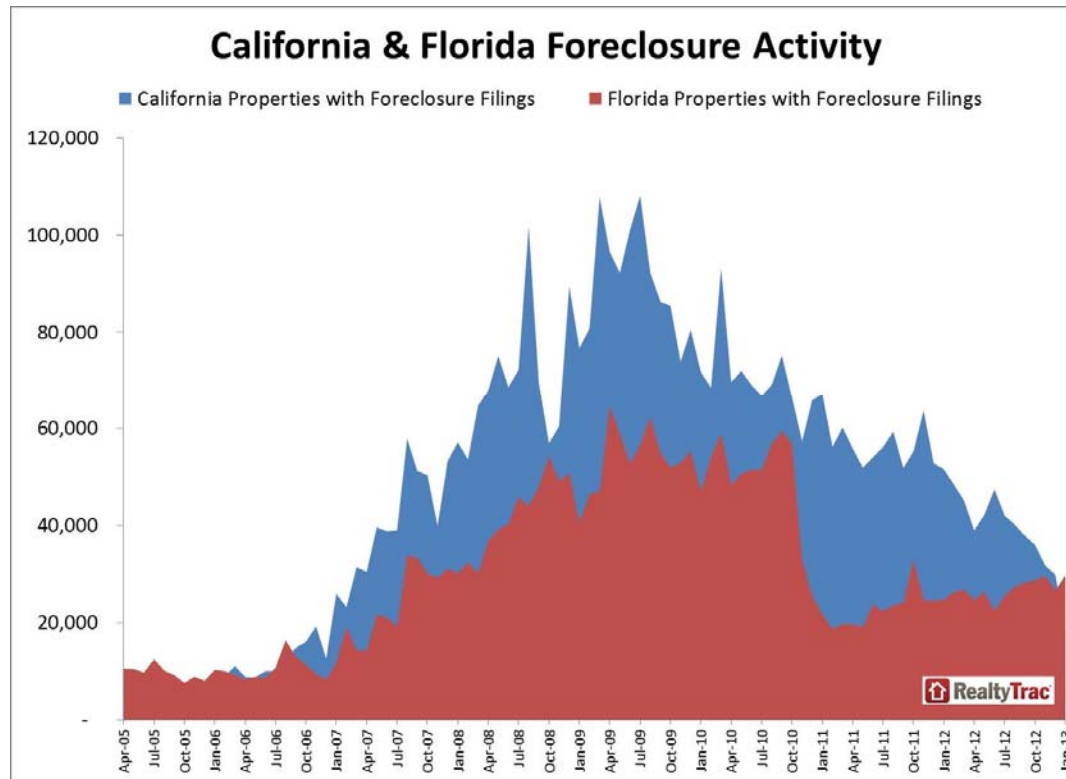
Miami #1

Orlando #2

Jacksonville #3

Ocala #4

Tampa #5

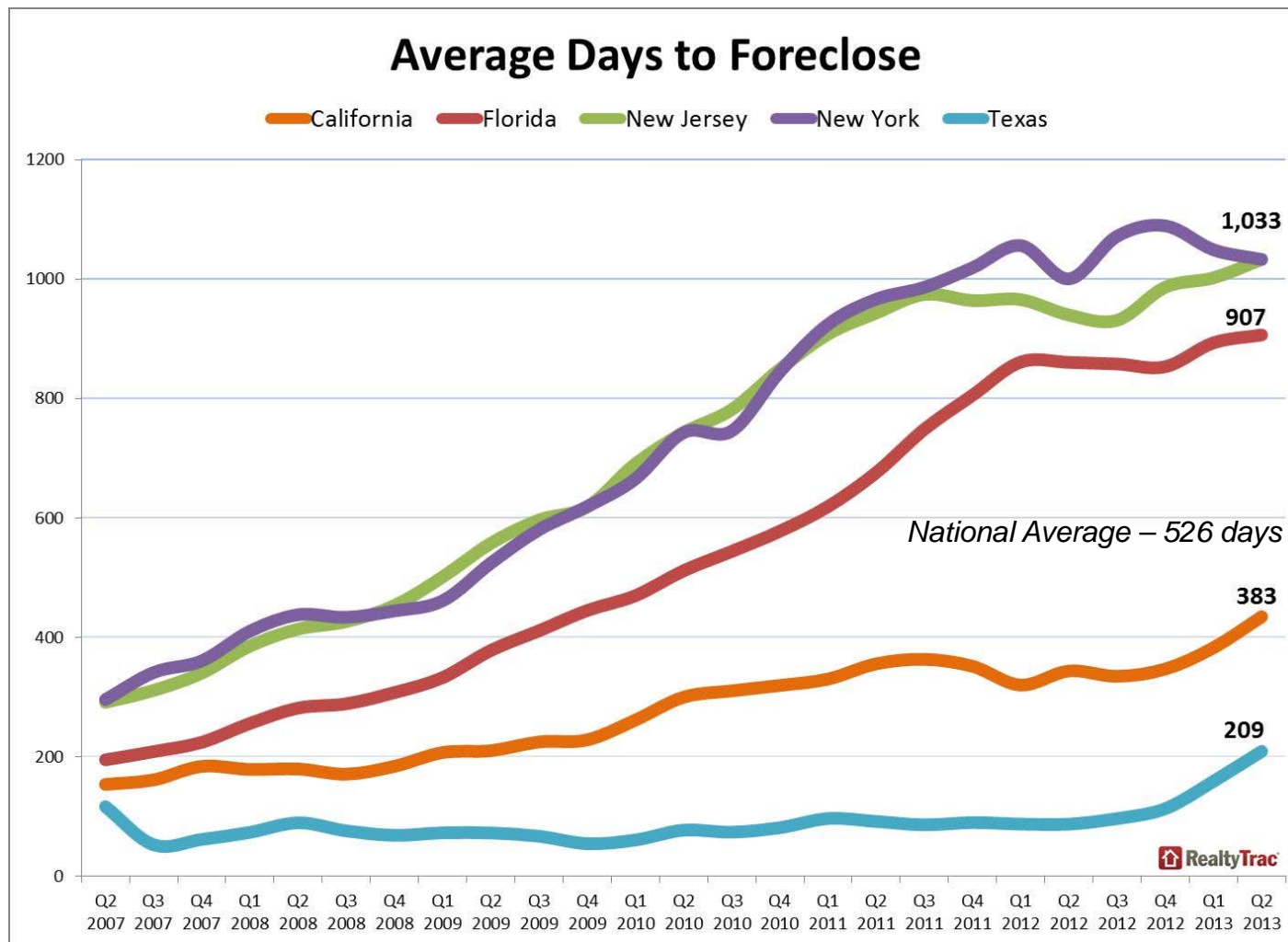


“Florida posted the nation’s highest state foreclosure rate in the first half of the year: 1.74 percent of housing units with a foreclosure filing (one in every 58) during the six-month period — nearly three times the national average. A total of 155,264 Florida properties had a foreclosure filing in the first six months of the year, the most of any state and up 12 percent from a year ago.” *RealtyTrac*

Days to Foreclose

Foreclosure Process (once begun)

- 907 Days – 2.5 yrs – in Florida (3rd Longest Period in Nation in 2013:Q2)
- At the beginning of 2007, Florida was at 169 days or less than 6 months.



High

Low

Foreclosures & Shadow Inventory

State	Del %	FC %	Non-Curr %	Yr/Yr Change in NC%
National	6.1%	3.0%	9.1%	-17.7%
FL *	6.5%	10.0%	16.5%	-22.3%
NJ *	7.7%	7.1%	14.8%	-5.3%
MS	11.9%	2.4%	14.3%	-13.7%
NV	7.7%	4.8%	12.5%	-22.6%
NY *	6.6%	5.8%	12.3%	-4.8%
ME *	6.3%	5.4%	11.7%	-6.8%
RI	8.4%	3.1%	11.5%	-6.4%
CT *	6.3%	4.9%	11.2%	-7.8%
MD *	7.3%	3.9%	11.2%	-11.8%
LA *	8.5%	2.5%	10.9%	-12.3%
IL *	6.0%	4.8%	10.8%	-20.1%
IN *	7.2%	3.1%	10.3%	-14.9%
HI *	4.4%	5.8%	10.2%	-11.0%
OH *	6.9%	3.2%	10.1%	-15.6%
DE *	7.2%	3.0%	10.1%	-9.5%
PA *	6.9%	3.2%	10.1%	-8.3%
AL	8.6%	1.4%	10.0%	-9.6%

* - Indicates Judicial State

LPS Data: May Mortgage Monitor

State	Del %	FC %	Non-Curr %	Yr/Yr Change in NC%
National	6.1%	3.0%	9.1%	-17.7%
AR	7.5%	2.4%	9.9%	-11.7%
GA	7.9%	1.9%	9.8%	-20.0%
SC *	6.3%	3.2%	9.5%	-17.7%
TN	8.1%	1.3%	9.4%	-14.2%
MA	6.8%	2.3%	9.1%	-6.8%
WV	7.5%	1.5%	9.0%	-14.1%
OK *	5.9%	2.8%	8.6%	-11.3%
NC	6.5%	1.9%	8.4%	-18.5%
VT *	4.6%	3.6%	8.2%	-4.8%
KY *	5.9%	2.8%	8.2%	-11.3%
DC	5.6%	2.8%	8.2%	-11.3%
NM *	4.8%	3.2%	8.2%	-11.3%
WI *	5.6%	3.2%	8.2%	-11.3%
MI	6.3%	3.2%	8.2%	-11.3%
TX	6.4%	3.2%	8.2%	-11.3%
WA	5.8%	3.2%	8.2%	-11.3%
MO	6.3%	3.2%	8.2%	-11.3%

State	Del %	FC %	Non-Curr %	Yr/Yr Change in NC%
National	6.1%	3.0%	9.1%	-17.7%
NH	5.8%	1.5%	7.3%	-12.4%
KS *	5.5%	1.6%	7.0%	-15.0%
OR	3.8%	3.2%	7.0%	-13.7%
IA *	4.5%	2.3%	6.8%	-11.7%
UT	5.0%	1.5%	6.5%	-19.6%
ID	4.1%	2.3%	6.3%	-17.8%
CA	4.9%	1.3%	6.3%	-31.2%
VA	5.0%	0.9%	5.9%	-17.7%
AZ	4.4%	1.2%	5.6%	36.6%
WY	4.4%	1.2%	5.6%	11.3%
ND	4.4%	1.2%	5.6%	23.6%
NE	4.4%	1.2%	5.6%	24.2%
SD	4.4%	1.2%	5.6%	19.9%
MT	4.4%	1.2%	5.6%	13.6%
UT	4.4%	1.2%	5.6%	-8.7%
CO	4.4%	1.2%	5.6%	17.0%
WY	4.4%	1.2%	5.6%	15.6%

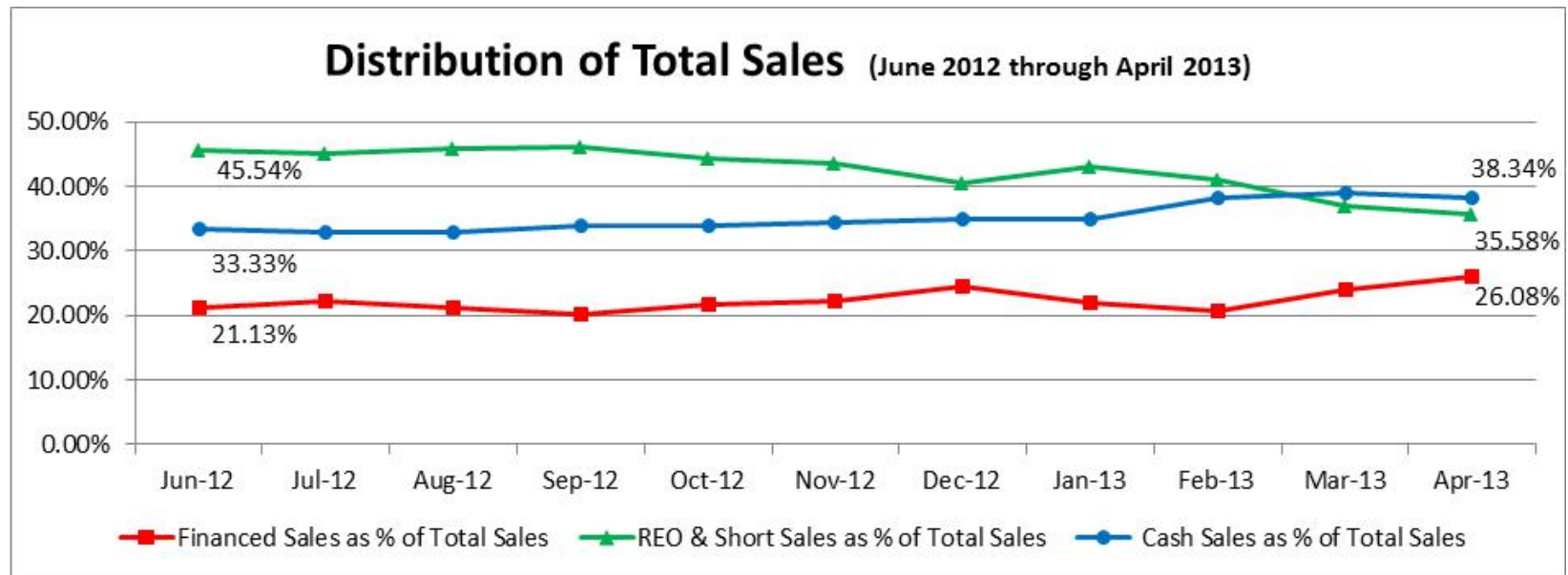
State	Del %	FC %	Non-Curr %
National	6.1%	3.0%	9.1%
FL *	6.5%	10.0%	16.5%

“Optimists point to declining home inventories in relation to sales, but they are looking at an illusion. Those supposed inventories do not include about 5m housing units with delinquent mortgages or those in foreclosure, which will soon be added to the pile. Nor do they include approximately 3m housing units that stand vacant – foreclosed upon but not yet listed for sale, or vacant homes that owners have pulled off the market because they can’t get a decent price for them.”

Financial Times

Sales Mix Points to Lower Prices

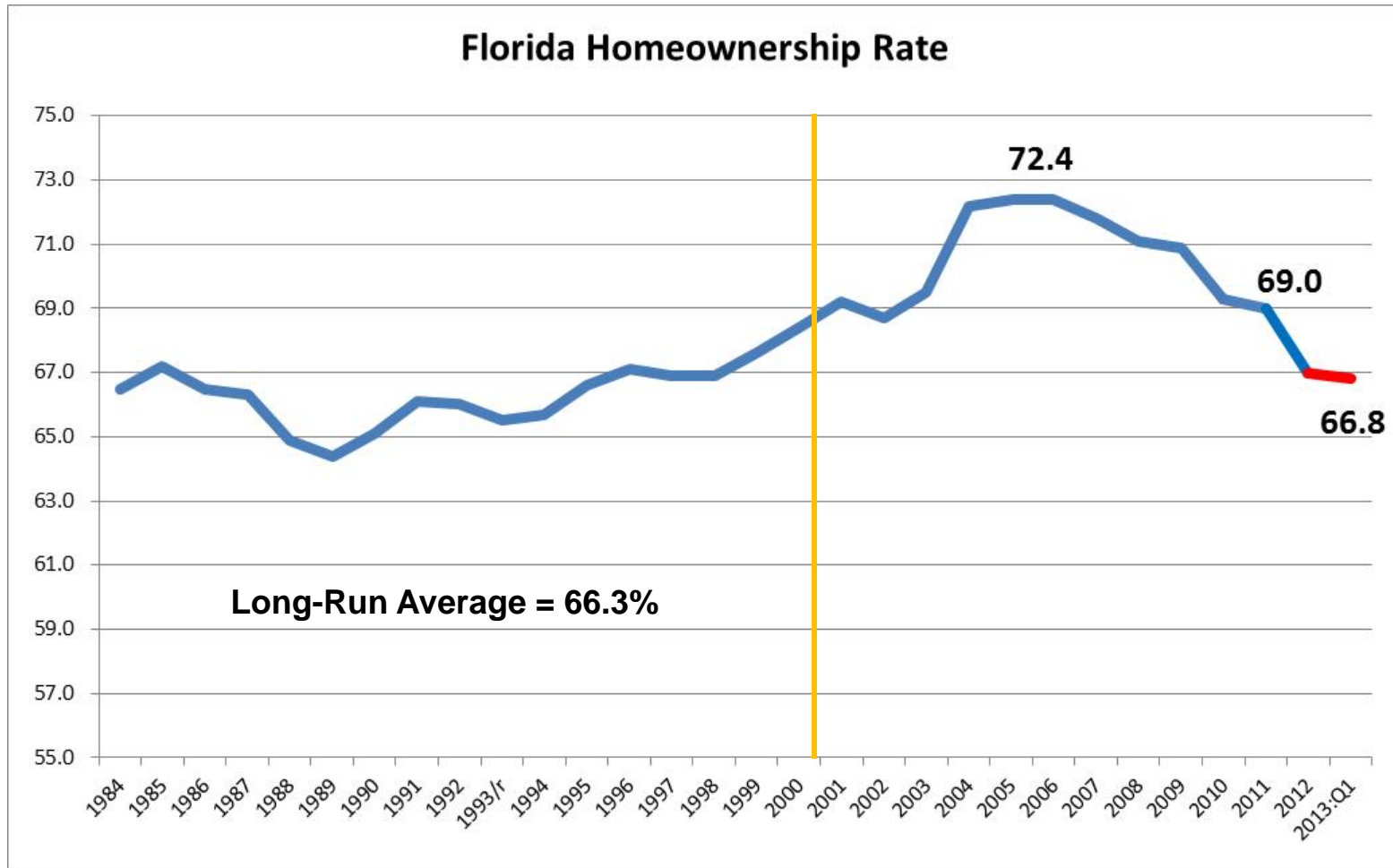
REO price running 44% lower than normal price; short sale price running 36% below



Data from LPS: Lender Processing Services

- Financed sales have been growing as percentages of all sales, cash sales have increased slightly in recent months after staying relatively flat for most of the year—and the percentage for REO & Short Sales has continued to decline.
- While short sales have been significantly increasing in some states, that is not yet the case in Florida. There were 6,141 short sales in April 2012, and 6,339 in April 2013.
- To the extent short sales increase, the foreclosure pipeline will be reduced.

Homeownership Rate Back to Normal



The 2012 percentage of 67.0 is the lowest since 1998. The 2013 first quarter data indicates a further decline to 66.8%, nearly back to the long-term average.

Credit Conditions May Be Easing

Question to Senior Loan Officers:

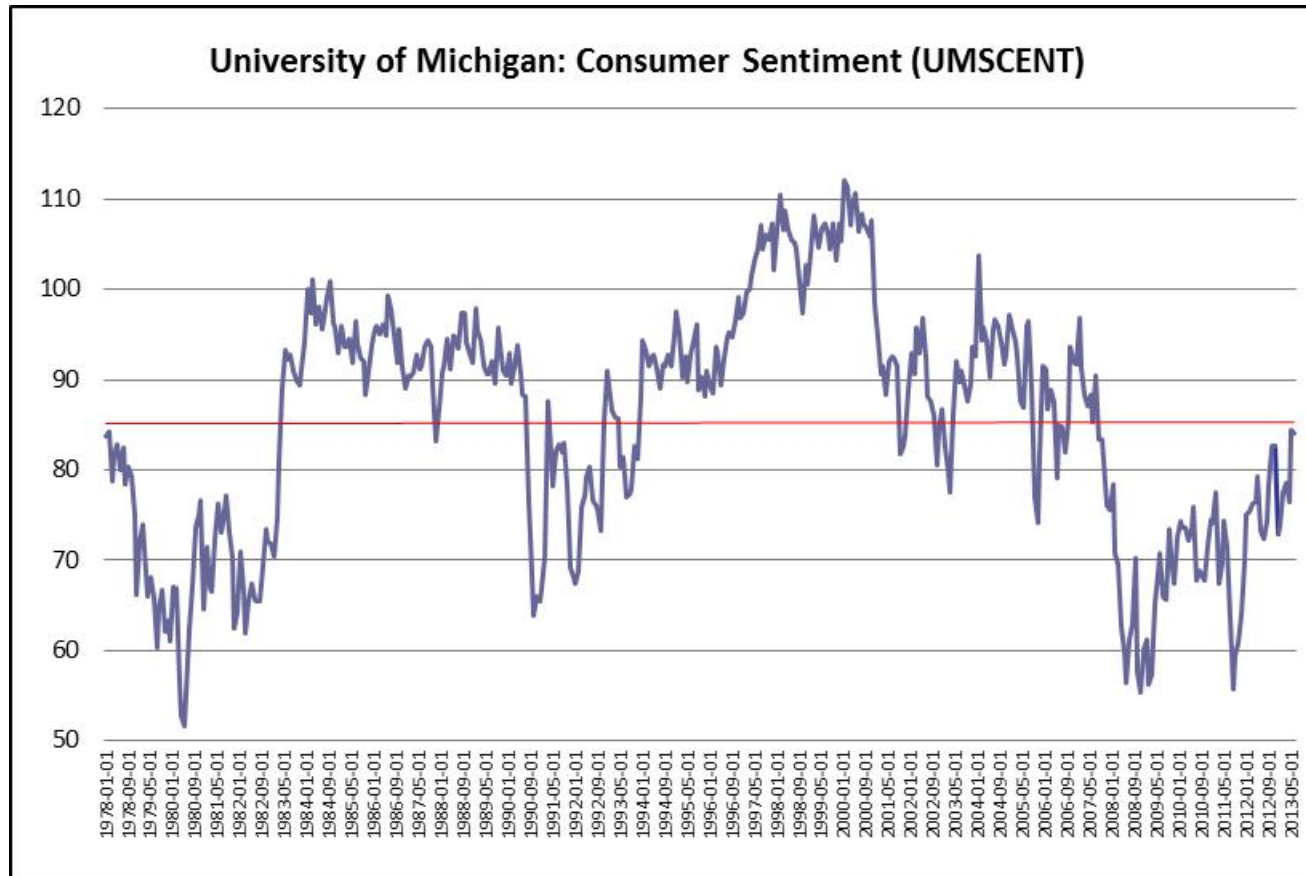
Over the past three months, how have your bank's credit standards for approving applications from individuals for **prime residential mortgage loans** to purchase homes changed?

All Respondents									
	Apr '13 %	Jan '13 %	Oct '12 %	July '12 %	Apr '12 %	Jan '12 %	Oct '11 %	July '11 %	Apr '11 %
Tightened considerably	0.0%	0.0	0.0	1.6	0.0	0.0	0.0	0.0	0.0
Tightened somewhat	1.6%	1.5	3.1	1.6	5.6	0.0	4.2	5.7	3.8
Remained basically unchanged	89.1	92.3	92.2	93.4	90.7	94.3	91.7	86.8	92.5
Eased somewhat	9.4%	4.6	4.7	3.3	3.7	5.7	4.2	7.5	2.0
Eased considerably	0.0%	1.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total	100%	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0

January 2013 Senior Loan Officer Opinion Survey on Bank Lending Practices (Federal Reserve Board)

Banks reported that they were less likely than in 2006, to varying degrees, to originate mortgages to any borrowers apart from those with the strongest credit profiles. Downpayments of 20% also a strong requirement.

Consumer Perceptions Recover



- Nationally, consumer sentiment had been improving, but fell in August 2011 to near the lowest level of the Great Recession and not far from the lowest level ever posted. The index reading dropped again in December 2012 as concerns about the Fiscal Cliff took hold and is now recovering, with a surge in May to the highest level in nearly 6 years. The numbers for June indicate a small decline from that level --- but the index is still nearly back to its average since inception (84.5 in May 2013; 84.1 for June; 85.2 average).

Economy Recovering

Florida growth rates are gradually returning to more typical levels. But, drags are more persistent than past events, and it will take a few more years to climb completely out of the hole left by the recession. Overall...

- The recovery in the national economy is well underway. While most areas of commercial and consumer credit are strengthening – residential credit still remains sluggish and difficult for consumers to access but has shown recent improvement.
- The subsequent turnaround in Florida housing will be led by:
 - Low home prices that begin to attract buyers and clear the inventory.
 - Long-run sustainable demand caused by continued population growth and household formation that has been pent-up.
 - Florida's unique demographics and the aging of the baby-boom generation (2011 marked the first wave of boomers hitting retirement).



Upside Risk for Construction

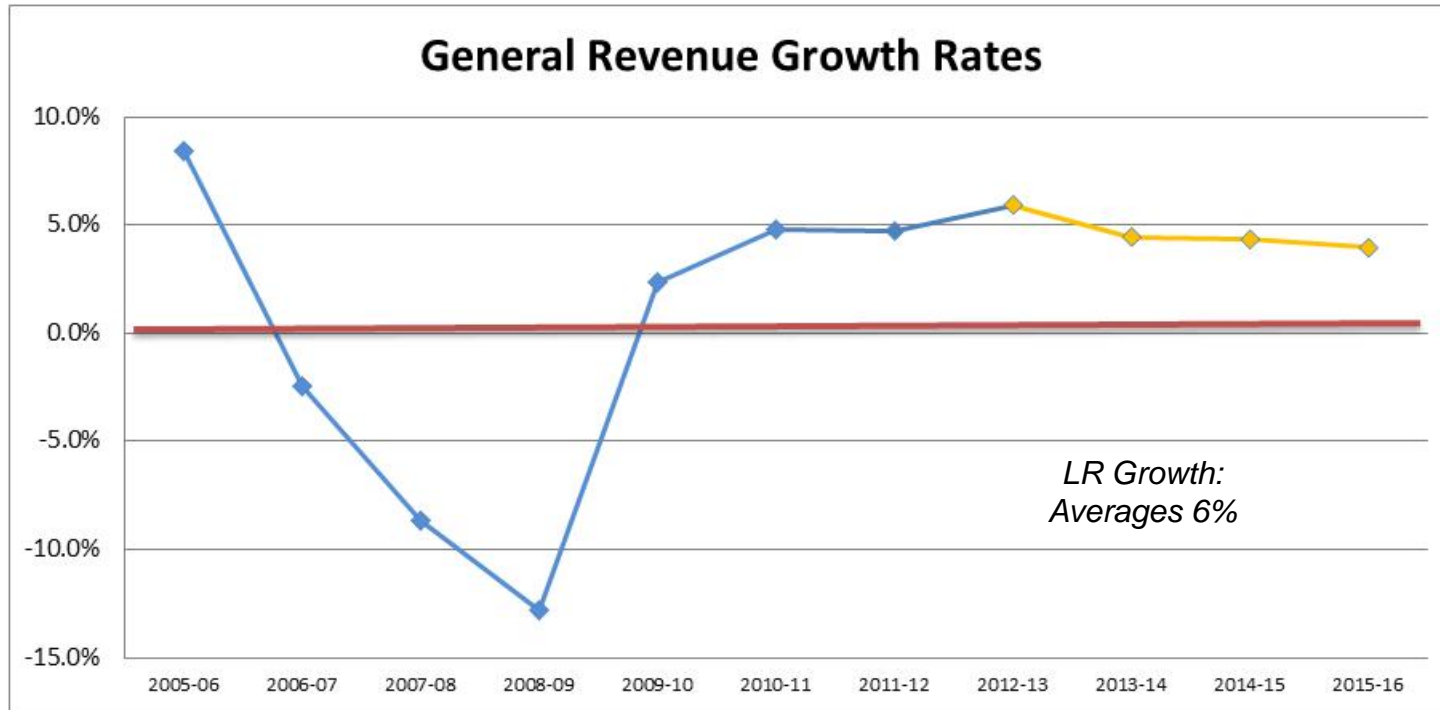
- The “shadow inventory” of homes that are in foreclosure or carry delinquent or defaulted mortgages may contain a significant number of “ghost” homes that are distressed beyond realistic use, in that they have not been physically maintained or are located in distressed pockets that will not come back in a reasonable timeframe. This means that the supply has become two-tiered – viable homes and seriously distressed homes.
- To the extent that the number of viable homes is limited, new construction may come back quicker than expected.



“Sequester” Issues

- **Automatic Sequester provisions were extended to March 1, 2013 prior to taking affect and will now be in place until September 30, 2013—**
While it is clear that there is no meaningful support for the current sequester provisions, agreement has not been reached on a long-term replacement. Moreover, additional revenue changes are still on the table.
 - FY 2013 federal discretionary domestic and defense spending were subject to a continuing resolution (CR) through March 27, 2013. To avoid a shut-down, the House and Senate passed H.R. 933. It reduces discretionary spending by \$85 billion to accommodate the Sequester. Therefore, states can expect domestic discretionary accounts not exempt from sequestration to be reduced by 5% for the remainder of FFY 2013 and defense discretionary accounts to be reduced by nearly 8% for the same time frame.
- **Statutory debt ceiling fight delayed—**the House and Senate passed and the President has signed HR 325 (“The No Budget, No Pay Act”) to waive the statutory debt limit through **May 18**, allowing the Treasury to borrow above the current \$16.4 trillion limit until then. Due to technical adjustments available to the Treasury, continued borrowing is available for a limited time. The Congressional Budget Office projects that “those measures will be exhausted in either October or November of this year.”

General Revenue Forecast



Fiscal Year	December Forecast	March Forecast	Difference (March - Dec)	Incremental Growth	Growth
2005-06	27074.8				8.4%
2006-07	26404.1				-2.5%
2007-08	24112.1				-8.7%
2008-09	21025.6				-12.8%
2009-10	21523.1				2.4%
2010-11	22551.6				4.8%
2011-12	23618.8				4.7%
2012-13	24867.6	25020.6	153.0	1401.8	5.9%
2013-14	26028.4	26134.9	106.5	1114.3	4.5%
2014-15	27240.7	27269.6	28.9	1134.7	4.3%
2015-16	28383.6	28347.9	(35.7)	1078.3	4.0%

**STAFF RECOMMENDATIONS AND EXECUTIVE COMMITTEE INPUT
ON THE DEVELOPMENT OF THE 2040 REVENUES**

RECOMMENDED ACTION: Discuss existing revenue sources and methodologies and provide staff direction on the development of the 2040 LRTP revenues.

It was the consensus of the Executive Committee at the last meeting that future revenues should first prioritize the need to maintain the existing infrastructure investments. Staff has researched the State requirements and the Florida Department of Transportation procedure for the distribution of available funds.

Section 339.135, F.S., provides that funds must be allocated on a needs basis for resurfacing, repair and replacement of bridges to bring these facilities to controlled access facility bridges, routine maintenance of the State Highway System and other programs with quantitative needs assessments. Maintaining the current investment in the state's transportation infrastructure is a legislatively mandated priority for FDOT. Resurfacing is determined by an annual pavement condition survey, bridge maintenance is determined by bridge inspections, and other routine maintenance on the state highway system is determined by workload and a needs analysis.

The term ***maintenance*** means periodic and routine maintenance, as defined in s. 334.03, F.S., and may include the construction and installation of traffic signals, sidewalks, bicycle paths, and landscaping. The funds may be used as matching funds for any federal, state, or private grant specifically related to these purposes.

Periodic maintenance is defined as those activities that are large in scope and require a major work effort to restore deteriorated components of the transportation system to a safe and serviceable condition. Such efforts may include, but are not limited to, the repair of large bridge structures, major repairs to bridges and bridge systems and the mineral sealing of lengthy sections of roadway.

Routine maintenance is defined as minor repairs and associated tasks necessary to maintain a safe and efficient transportation system and includes pavement patching; shoulder repair; cleaning and repair of drainage ditches, traffic signs, and structures; mowing; bridge inspection and maintenance; pavement striping; litter cleanup and other similar activities.

Attached is an appendix to the Florida Department of Transportation's Work Program Instructions which outlines the procedure for distribution of State and Federal funds for development of the five year work program. The procedure requires that funds first be applied to debt service and the operation and maintenance of the state highway and bridge system. Any remaining monies, or surplus fuel tax funds, are used for "capacity projects" including the acquisition of right-of way and construction. Florida Statute requires that new construction funds be distributed to FDOT districts by formula based on equal parts population and motor fuel tax collections. The section further provides that at least 50 percent of any new discretionary highway capacity funds must be allocated to the SIS.

Schedule A -- Work Program Fund Allocations

An Appendix to Work Program Instructions

PURPOSE:

This appendix documents the allocation requirements, processes and methodology for the current work program of the department. It is designed to rapidly reflect any changes in the fund allocation methods or distributions within the statutory timeframes for required Work Program modifications.

TOPICAL CONTENTS:

Schedule A, Introduction and Background.....	1
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GRAPHIC SUMMARIES:

The following Exhibits have been designed to give a quick overview and summary of the funds, logic, factors, and distributions pertinent to the Work Program Allocations for any six year period:

Exhibit 1:	Schedule A -- Federal Funds Distribution Matrix
Exhibit 2:	Schedule A -- State Funds Distribution Matrix
Exhibit 3:	MAP-21, Surface Transportation and Transportation Alternative Programs Distribution Logic Diagram

BACKGROUND:

The Legislature has established a series of specific allocation requirements in the statutes. The most significant is Section 339.135(4), Florida Statutes.

Section 339.135(5), Florida Statutes addresses the adoption of the work program. This section specifies that the adopted work program may include only those projects submitted as part of the tentative work program developed plus any projects which are separately identified by specific appropriation in the General Appropriations Act and any roll forwards.

PROCEDURE:

Process Overview:

The department's instructions for building a five-year project work program to the specifications of the Program and Resource Plan contain a *Schedule A* for fund allocations and a *Schedule B* for program performance targets. *Schedule A* allocates product and product-support funds to conform with the Program and Resource Plan and the Financial Plan. Funds under the budgetary control of other agencies are not included. Fund amounts are based upon (a) the Federal Aid Forecast, (b) the Transportation Revenue Estimating Conferences (REC) projection of State Funds, and (c) Bond, Toll, Local Funds, and reimbursables contained in the Finance Plan.

(1) STATE FUNDS

(A) **Summary of the State Fund Distribution Process:** The use and distribution of State funds can be summarized as follows:

1. **Federal Aid Matching Requirements:** Beginning 2012, the department made the policy decision to treat SU and SL funds the same as other federal funds regarding match requirements. As such, the Department began soft matching SU and SL in FY 2011-12.
2. **District Dedicated Revenues:** Those State revenues which are collected pursuant to Section 206.608 FS, are allocated directly to the districts, and to the maximum extent feasible, in the county where the proceeds were collected, without being reduced by any other requirements. This District Dedicated Revenue (DDR), statutorily known as the "State Comprehensive Enhanced Transportation Systems Tax", in addition to highway uses, may also be used for district public transportation projects to meet the required statewide minimum distribution of 15% of state funds for public transportation. (Beginning in FY 2011-12 the Department began softmatching SU funds.
3. **Non-Product Funding:** Next, state funds are set aside to fund the "non-product" needs of the department; those matters having to do with the administration, operations and maintenance of the department and the transportation system which do not appear in the product or product-support sections of the department's Program Plan.
4. **In-House Product Support:** Then, in-house product support is calculated. The manpower and related program components which directly support the product needs of the Program and Resource Plan are analyzed on a direct cost basis to ensure the product levels can be supported. The resultant state funds needed for support by Department forces are formed into a District In-House (DIH) fund allocation. DIH is comprised of preliminary engineering, R/W support,

construction engineering inspection, materials testing, and traffic operations estimated **direct** costs which are not funded with federal aid or other funds.

5. **Needs-based Program Funding:** The state funds for the needs-oriented state programs are allocated at the levels consistent with the objectives and assessments (program weights) apparent in the Program and Resource Plan. Maintenance, State Planning, and the PTO component percentage required by statute are also deducted as "needs based" requirements.
 6. **Public Transportation**

Funds must be set aside pursuant to Section 206.46(3), Florida Statutes, which requires a minimum of 15% of all state revenues deposited into the State Transportation Trust Fund be committed to Public Transportation programs. Only DPTO, DDR, and PORT funds will be included in the 15% calculation. Beginning in fiscal year 2009, the DS funded portion of statutorily allocated Public Transportation was transferred to fund code DPTO. DPTO funds allocated for Public Transportation in Schedules A and B must be fully programmed. The deduction calculation is performed by the Office of Financial Development and itemized by year. The allocation to Districts is needs based as provided by Office of Freight Logistics and Passenger Operations.
 7. **Allocate Residual to Non-resurfacing DS:** Finally, the residual state funds, i.e., the amounts available for "new construction" are allocated in such a manner that the total of each district's allocation of DIHT (state 100% in-house product support and indirect costs) and non-resurfacing DS is in accord with the district allocation formula, when compared to the statewide total for DIHT and non-resurfacing DS.
- (B) **State Fund Designations:** The State fund designations are explained in the current year's Work Program Instructions.
- (C) **State Bridge Needs Assessments:** The assessment process for the state bridge programs is set forth below.
1. BRP (State Bridge Replacement) funds are allocated statewide and managed by the Statewide Programs Manager in the Office of Work Program and Budget. Projects are programmed based on statewide bridge replacement priorities. The State Maintenance Office uses district data in the Bridge Management System (PONTIS) Bridge Work Plan to develop statewide bridge replacement priorities.
 2. BRRP (State Bridge Repair and Rehabilitation) funds first distributed to the districts based on painting (tons of steel), fenders and number of movables. Afterward, the remainder is distributed based on the

condition of the deck inventory. Large or unusual costs will be presented to the Executive Board for approval to fund.

3. RBRP (Reimbursable Bridge Repair Program, also known as the Emergency Structures Repair) funds are used to repair impact damage from marine and vehicular traffic. These funds are partially reimbursed by insurance companies. Funds are allocated to the districts by the State Maintenance Office after notification of accident damage and cost of repairs. All projects are coordinated by the State Maintenance Office.
4. RESURFACING: Resurfacing targets are based on each district's percentage of deficient lane miles as determined by the Florida Analysis System for Targets (FAST). One-half SA and one-half DDR funds are used to meet the resurfacing needs in areas greater than 200,000 population whereas non-urban resurfacing needs are funded by a combination of NHRE, SA, and DS funds.

(D) **The DS Allocation:** The DS Allocation shown on *Schedule A* is the result of the Combined DS total **less** the resurfacing component, rental car fees, non-formula, and DIHT. A special allocation formula compensates for direct product support costs and associated overhead (DIHT). This technique ensures the total district product and product support components are subjected to the District Formula distribution.

(E) **State Bond Funds and Local Funds:** The levels for state bond funds, subject to Chapters 75 (Bond Validation) and 215.605 (State Bonds for right-of-way and bridge construction) are provided by the Office of Financial Development. Currently active are the Right of Way Acquisition and Bridge Construction Trust Fund bond categories and the various bond related funds of the Florida Turnpike Enterprise. DSB contains allocations based upon actual or proposed reimbursements from toll revenues or other bond funds, as determined by the Office of Financial Development. DSB resurfacing is charged against the respective district's DS allocation; and, DSB bridge against BRP levels.

(2) **FEDERAL FUNDS:**

Federal funds must be spent for the purposes and programs authorized by Congress and as interpreted by the U.S. Department of Transportation. These regulations often designate the projects or specify a needs based inventory or formula for funds distribution. For example, under the MAP-21 (Moving Ahead for progress in the 21st Century) prescribed percentages of Surface Transportation and Transportation Alternative funds are allocated by population relationships based upon 2010 US Census data and cannot be loaned or transferred by the Department.

(A) **Federal Aid Apportionments versus Obligating Authority:** Formula-based Federal Apportionments are constrained by Obligating Authority, i.e.,

the amount of the Authorizations that the Federal Highway Administration will allow the department to program and thus legally commit for expenditure. Federal Fund Allocations are issued in *Schedule A* based upon the Apportionments. Once Obligating Authority levels are received from the FHWA the reductions are selectively applied to the programs to protect the program production previously authorized by the legislature in the Adopted Work Program.

The resulting document is the department's Obligating Authority Plan. In the department's *Program Accomplishment Report (PAR)* a separate line is used to subtract the Obligating Authority constraint from the allocation of the apportioned federal authorizations thus providing a net available for programming. Both federal Apportionments and Obligating Authority constraint values are stated in terms of federal dollars. Records are kept for cumulative Apportionments and cumulative Obligating Authority constraints; and, Apportionments which are not obligated and used are carried forward into the following year's allocations.

- (B) **Federal Aid Fund Transfers:** Transfers between certain Federal Fund categories are permitted by federal law in 23 U.S.C 104.

- (C) **Federal Fund Distributions:** The department distributes federal funds to its districts in one of three ways:
 - 1. In accord with a specific method dictated by federal law.
 - 2. By using the formula required by federal law for FHWA's distributions among the various states for each program type. For example, flexible program funds for rural areas (population less than five thousand) are distributed based upon rural road centerline miles.
 - 3. Those federal funds which are **not** distributed by needs or formula are distributed using the district statutory formula. When the needs defined by resurfacing targets are met, the remainder is distributed using the district statutory formula.

- (D) **Federal Aid Direct Needs Assessments:** The following federal funds are allocated based upon needs assessments:

NHPP	-National Highways Performance Program
HSIP	- Highway Safety Improvement Program
PL, HPR	- Planning and Research

- (E) **Federal Aid Needs Based Formulas:** Either needs-based allocation Formulas or specific stipulations in federal law form the basis for distributing the following funds:

1. **RAIL CROSSINGS:** Federal Rail-Highway Crossing/Protective Devices (RHP) and Federal Rail-Highway Crossing/Hazard Elimination (RHH) are statewide funds which are programmed by the Safety Office using FHWA approved methods. Projects are prioritized by the Safety Index Model using average daily traffic, train speed and train count.
2. **RURAL FUNDS:** Surface Transportation and Transportation Alternative Programs funds in areas of less than 5,000 population have been suballocated by FHWA as SN and TALN funds. In order to fulfill the apparent replacement intent, the department allocated these funds to districts based upon each district's share of centerline miles of Rural-Other State roads as published annually by the department's Office of Planning and Statistics. The percentage is used for all five years of the Work Program. MAP-21 continued the program.
3. **CONGESTION MITIGATION:** Since all areas within Florida are now determined to be in attainment of the specified air quality standards, beginning in FY 2010, funding received for this program will be allocated to all districts based on statutory formula.

DEFINITIONS:

- (1) **Allocation** - As used in this section, the cumulative unused federal authorizations or state fund distributions. Allocations are recorded and maintained by fund, district and fiscal year.
- (2) **Bond Funds** - Those transportation funds derived from the proceeds of State bond sales and utilized as provided by law to supplement other transportation resources of the department.
- (3) **Bridge Inventory** - A data file which contains the findings of the bridge inspection program. Maintenance of this file is required by the Code of Federal Regulations and Florida Statutes. The file is used to identify and prioritize bridge maintenance, repair, and replacement needs; and, to project future bridge needs.
- (4) **Department** - The Florida Department of Transportation.
- (5) **Distribution** - The allocation of funds to program, district, or project subsets.
- (6) **Effective Matching Ratio** - The percent used to match Federal Aid Funds to develop Schedule-A.
- (7) **Executive Board** - The senior management policy-making committee of the department. It is comprised of the Secretary, the three Assistant Secretaries, the seven District Secretaries, and the Executive Directors of the Turnpike Enterprise and the Rail Enterprise.
- (8) **FS** - Florida Statutes.

- (9) **FY** - State Fiscal Year, July 1 to June 30.
- (10) **Forecast of Federal Aid** - The documentation, prepared by the Office of Work Program and Budget, which provides the department with anticipated levels of federal funds for the current and five succeeding years. The Forecast is developed by analyzing likely congressional appropriation actions related to the latest federal transportation acts. Current (or likely) distribution factors are applied to estimate the apportionment to Florida.
- (11) **Funds** - As used in this document, funds are estimated state revenues or federal apportionments available for contractual commitment during the respective fiscal years. Funds are available in categories established by federal and state laws or regulations. A list of funds current at the date of writing is shown as Exhibit 1, Schedule A -- Federal Funds Distribution Matrix and Exhibit 2, Schedule A -- State Funds Distribution Matrix.
- (12) **In-house** - Refers to the use of department personnel rather than consultants or contractors.
- (13) **Needs Based Formula** - A fund distribution method in which needs have been determined (or estimated) using a mathematical statement of logical relationships. These types of formulae will vary by program and fund category and should be distinguished from distribution based strictly upon quantified needs inventory, i.e., prioritized or ranked listings.
- (14) **Nominal Ratio** - The federal government's program matching percentage as authorized by law for reimbursement of eligible costs.
- (15) **Program and Resource Plan** - The ten year comprehensive plan which is financially balanced to the 36-Month Cash Forecast and the 5-Year Finance Plan. The plan allocates all transportation resources to department programs over the current and succeeding five years and forms the basis for department work programming.
- (16) **Program Targets** - Program dollar level requirements, by district and program area, that establish specific programming objectives to be attained in developing the Tentative and Adopted 5-Year Work Program. Targets are derived from the objectives developed pursuant to Section 334.046, FS, through needs assessments and related statutory criteria, and are implemented using individual allocations, or by requiring mandatory use of specific levels of other allocations.
- (17) **Safety Index (Rail/Highway Crossing)** - A data index designed to show the degree of safety at crossings. Higher values indicate higher levels of safety.
- (18) **Schedule A** - A schedule of the Work Program Instructions which shows, by district and fiscal year, the allocation of each type of state and federal fund. The document does not attempt to predict or propose projects which will be 'line-item' specified in

future appropriation acts; however, adjustments are made to district shares as directed in Section 339.135(4), FS, for any appropriated project line-items.

- (19) **District Statutory Formula** - This fund distribution method for "new construction", is based on 50% population and 50% motor fuel tax collections as specified in Section 339.135(4) (a), FS. Motor fuel tax collections include gasoline, gasohol and special fuels. Motor fuels purchased, multiplied by the applicable tax rates, gives the district motor fuel tax collections. This is divided by the total statewide motor fuel tax collections to give the district percentage of motor fuel tax collections.

The formula is applied to funds after they are reduced for system needs other than "new construction", such as resurfacing, bridge repair and replacement, etc. The formula may be stated as follows:

District Statutory Formula: when
district population/statewide population = x; and
district collections/statewide collections = y; then
district distribution factor = $(x + y)/2$.

Each district factor is multiplied by the total funds available for distribution to give each district's share of those funds. The most recently available official population and collections data is used. The current factor is used for all five years of the work program.

- (20) **SCETS**- State Comprehensive Enhanced Transportation Systems.
- (21) **Schedule B** - A schedule that shows the allocation of program targets by district and fiscal year. The Schedule B is published in the annual Work Program Instructions.
- (22) **Tentative Work Program** - The listing of all transportation projects planned for each of the ensuing five fiscal years. It is compiled by the central office based on the district and relevant central office Work Programs.

MPO EXECUTIVE COMMITTEE INPUT ON 2040 LRTP GOALS AND OBJECTIVES AND POPULATION PROJECTIONS

RECOMMENDED ACTION: Review the 2035 LRTP Goals and Objectives and provide input into the development of new/updated Goals and Objectives for 2040 LRTP.

Attached are the current 2035 LRTP Goals and Objectives that were updated from the 2030 LRTP consistent with the federal transportation bill. As a comparison (and from the presentation that we received in June), staff has included the Goals and Objectives from the Nashville MPO that are shorter and easier for the public to read and understand. Staff is seeking the Executive Committee's input on the development of the Goals and Objectives prior to bringing a draft to the Committee's and Board for review and approval.

In addition to the development of the Goals and Objectives staff would like to get input from the Executive Committee on another up front LRTP activity which is the development of the 2040 population projections. The MPO usually uses BEBR (Bureau of Economic and Business Research) projections to establish the future population that is used in the development of the LRTP and the transportation model. At the current time (BEBR 2012 report) the high, medium and low BEBR projections for Lee County are listed below:

	4/1/11	2015	2020	2025	2030	2035	2040
LEE	625,310						
Low		638,900	687,800	727,900	759,300	782,100	797,500
Medium		675,000	763,200	848,000	928,500	1,004,500	1,077,300
High		720,400	840,600	964,900	1,092,700	1,223,300	1,357,900

As a frame of reference, the MPO staff has been looking at how well the past population projections from previous LRTP's have reflected future population (at least from a closer to the horizon point of view) and listed below are the observations:

- In 1995, the projections for the 2020 horizon year of the LRTP used a population of 797,288 which was the median BEBR at that time.
- In 1998, the current population was 405,660 and the 2010 population projection was 509,900 and the 2020 projection was 598,800 (this followed a down turn in the economy).
- In 2000 the median BEBR population was listed as 605,900 for 2020 and staff ended up going with a 653,458 figure for 2020 which was slightly higher than the median BEBR 2025 projections (this was done based on negotiations due to the projections from each of the local jurisdictions that added up to more than the median BEBR number).
- In 2005, the projections for the 2030 LRTP included a 2015 population of 660,400 and a 2030 population of 852,200.

The median BEBR numbers used for the 1995 and 2005 time frames appear to be on target based on our existing population but the ones used during 1998 and 2000 are lower than what we are currently experiencing (mainly due to adjustments made after a downturn in the economy). Staff is seeking committee input on this item so that we can find out if the Executive Committee is comfortable using the BEBR projections or would like staff to pursue additional studies/analysis prior to a determination being made.

L RTP Goals and Objectives

Metropolitan planning regulations require that in formulating the long range transportation plan, the MPO should provide for consideration of projects and strategies that consider the following nine (9) evaluation factors, as they relate to a minimum twenty (20) year forecast period:

- 1) Support the economic vitality of the United States, the States and Metropolitan planning areas, especially by enabling global competitiveness, productivity and efficiency;
- 2) Increase the safety of the transportation system for all users. The safety element shall incorporate or summarize priorities, goals counter measures or projects contained in the Strategic Highway Safety Plan (SHSP);
- 3) Increase the security of the transportation system for its users. The security element shall incorporate or summarize the priorities, goals or projects set forth in the transit safety and security planning review process, plans and programs;
- 4) Increase accessibility and mobility of people and freight;
- 5) Protect and enhance the environment, promote energy conservation, improve quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
- 6) Promote participation and coordination among interested public, tribal and private parties;
- 7) Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
- 8) Promote efficient system management and operation; and
- 9) Emphasis the preservation of the existing transportation system.

The Lee County MPO and Collier County MPO goals and objectives from their respective LRTPs were combined in an effort to make one cohesive set of goals and objectives for the 2035 LRTP. Language from each was compared, and modified where it was considered appropriate. A consistent numbering system was also developed.

This combined set of Goals and Objectives is provided below.

GOAL 1: A multi-modal transportation system that is balanced and integrated with all transportation modes to ensure safe and efficient movement of people and goods.

OBJECTIVE 1.1 Minimize congestion on roadways and at intersections.

OBJECTIVE 1.2 Maintain roadway and other Level of Service (LOS) standards consistent with regional, county and municipal comprehensive plans.

OBJECTIVE 1.3 Provide a balanced system with viable multi-modal options that are consistent with local comprehensive plans.

OBJECTIVE 1.4 Provide infrastructure that supports intermodal transportation (transit riders, pedestrians, bicyclists and other alternative transportation modes).

OBJECTIVE 1.5 Improve intermodal connectivity and access to intermodal facilities (e.g. airports, transit centers, Interstate bus system, rail, passenger ferries, etc.) and activity centers.

OBJECTIVE 1.6 Provide more sidewalks and bikeways.

OBJECTIVE 1.7 Improve public transit services so they are efficient, frequent, reliable, convenient, easy to use and understand, and promotes other intermodal uses.

OBJECTIVE 1.8 Provide reasonable and accessible regional public transit services.

OBJECTIVE 1.9 Develop and provide specialized services and systems to meet the needs of transportation-disadvantaged persons.

OBJECTIVE 1.10 Maximize transportation network continuity and promote alternative modes of transport (e.g., rail, pipeline and waterways)

OBJECTIVE 1.11 Provide efficient and safe truck routes.

OBJECTIVE 1.12 Encourage utilization of Transportation Demand Management (TDM).

OBJECTIVE 1.13 Enhance the health and welfare of residents and visitors.

OBJECTIVE 1.14 Establish process to maximize input on all aspects of transportation (planned growth, economic development, environmental protection, air operations and freight operations) and coordinate with State and other entities that are responsible for activities that affect transportation.

OBJECTIVE 1.15 Identify and ensure access to key freight load centers.

GOAL 2: A transportation system that is safe and secure for existing and future residents, visitors and businesses.

OBJECTIVE 2.1 Participate in the State's Strategic Highway Safety Plan (SHSP) process.

OBJECTIVE 2.2 Safety planning shall be consistent with and reflect the goals and objectives of the State's SHSP.

- OBJECTIVE 2.3 Reduce overall roadway crash rates at intersections and along corridors.
- OBJECTIVE 2.4 Reduce crash rates that involve conflicts among different modes of transportation through engineering and public education (autos, trucks, buses, trains, motorcycles, pedestrians and bicyclists).
- OBJECTIVE 2.5 Identify critical components of the local and regional infrastructure and develop strategies to enhance safety and security.
- OBJECTIVE 2.6 Increase comfort, safety and security on board transit vehicles, at bus stops, at intermodal facilities and connections.
- OBJECTIVE 2.7 Support regional and/or county-level commercial vehicle enforcement programs.
- OBJECTIVE 2.8 Analyze the adequacy of penalties imposed for violations of commercial motor vehicle weight limits and implement improvements as needed.
- OBJECTIVE 2.9 To identify key steps to be taken to ensure that all transportation modes including freight hubs meet national security requirements.

GOAL 3: A transportation system that enhances emergency responsiveness and evacuation.

- OBJECTIVE 3.1 Minimize emergency response time.
- OBJECTIVE 3.2 Provide efficient evacuation routes.
- OBJECTIVE 3.3 Identify available alternate evacuation routes.
- OBJECTIVE 3.4 Improve accessibility to local evacuation shelters.
- OBJECTIVE 3.5 Coordinate with local officials regarding expansion of local shelter opportunities.
- OBJECTIVE 3.6 Identify available transportation options during evacuations.
- OBJECTIVE 3.7 Ensure transportation options are available for the elderly, persons with disabilities and other transportation-disadvantaged citizens during emergency evacuations.

OBJECTIVE 3.8 Provide support for the ongoing development of ITS infrastructure that will support emergency responders in preventing, reducing and mitigating the effects of incidents.

OBJECTIVE 3.9 Maintain and preserve evacuation routes in both urban and rural areas to allow aid vehicles to better access/leave target areas.

GOAL 4: A transportation system that is sensitive to the effects to the socio-cultural elements of the communities, the community character and environmental resources.

OBJECTIVE 4.1 Enhance aesthetics and the character of neighborhoods, communities, commercial districts and transportation facilities.

OBJECTIVE 4.2 Enhance multi-modal transportation opportunities for minority and low-income populations.

OBJECTIVE 4.3 Improve neighborhoods, communities and commercial districts for safe access to multi-modal transportation opportunities.

OBJECTIVE 4.4 Enhance mobility and accessibility for elderly populations, persons with disabilities and transportation-disadvantaged.

OBJECTIVE 4.5 Minimize adverse environmental impacts, including noise and promote energy conservation.

OBJECTIVE 4.6 Avoid and minimize cultural, archaeological or historical impacts.

OBJECTIVE 4.7 Improve resident's quality of life by increasing non-automobile access to shopping, social services, civic activities, healthcare and recreational opportunities.

OBJECTIVE 4.8 Use effective public involvement and context-sensitive design to develop intermodal and freight centers that support community vision and enhance quality of life.

GOAL 5: A sustainable transportation system that enhances economic growth and anticipates development demands.

OBJECTIVE 5.1 Minimize congestion on roadways and at intersections.

OBJECTIVE 5.2 Improve public transit services so they are efficient, frequent, reliable, convenient, that is easy to use and understand and promotes other intermodal uses.

OBJECTIVE 5.3 Improve intermodal connectivity and access to intermodal facilities (e.g. airports, transit centers, Interstate bus system, rail, passenger ferries, etc.) and activity centers.

OBJECTIVE 5.4 Provide safe, secure and efficient movement of freight and goods throughout the transportation system.

OBJECTIVE 5.5 Encourage the reservation of future corridors and rights-of-way.

OBJECTIVE 5.6 Recognize and promote the long term economic benefits of a livable and sustainable community where multi-modal transportation opportunities embrace pedestrians, public transit riders, and bicyclists of all ages and abilities; automobile independence; a human scaled and interconnected network of streets; and accessibility to daily needs within walking or bicycling distance.

OBJECTIVE 5.7 Provide for smooth and efficient transfers for both people and freight between transportation modes and between SIS, regional and local corridors and hubs.

GOAL 6: A transportation system that is maintained, optimized and expanded using the best available technologies and innovations.

OBJECTIVE 6.1 Construct and maintain multi-modal infrastructure to standards that minimize their lifecycle costs.

OBJECTIVE 6.2 Identify and implement the best available technologies and innovations to improve the reliability and efficiency of the transportation system. Maximize the use of Intelligent Transportation System (ITS) technologies.

OBJECTIVE 6.3 Reduce roadway congestion by maximizing ITS technologies, e.g., efficiently route traffic to alternate routes and divert around congested corridors or incidents.

OBJECTIVE 6.4 Reduce peak period vehicular travel using Travel Demand Management measures (e.g., variable pricing, carpooling, vanpooling, telecommuting, flexible work hours, HOV tolling).

OBJECTIVE 6.5 Identify and reserve corridors and right-of-way for future transportation facilities.

OBJECTIVE 6.6 Provide more transportation corridors connecting activity centers

OBJECTIVE 6.7 Increase mixed use development and densities along major transit corridors.

OBJECTIVE 6.8 Apply truck-specific design standards (lane width, ramp terminal radii, curb radii, pavement thickness) on roadways with significant truck volumes.

GOAL 7: A transportation system that is financially feasible.

OBJECTIVE 7.1 Identify opportunities of alternative funding sources.

OBJECTIVE 7.2 Maximize the return on federal and state transportation funds.

OBJECTIVE 7.3 Maximize use of available Federal funding and training primarily through SAFETEA-LU (Surface Transportation Program, Congestion Mitigation and Air Quality program, Truck Parking Facilities grant, etc.) and Non-SAFETEA-LU (Department of Commerce Economic Development Administration grants) for multimodal freight improvements and planning.

OBJECTIVE 7.4 Maximize use of available SIS and TRIP funds to promote multimodal freight and passenger transportation improvements.

OBJECTIVE 7.5 Identify land development patterns that reduce transportation needs and costs.

GOAL 8: A transportation system that is coordinated through local, regional and state agencies and based on effective integration of transportation, land use, conservation and smart growth planning.

OBJECTIVE 8.1 Coordinate transportation and land use planning.

OBJECTIVE 8.2 Coordinate local and regional planning.

OBJECTIVE 8.3 Facilitate intermodal connections.

OBJECTIVE 8.4 Maximize connections between adjacent land uses.

- OBJECTIVE 8.5 Apply transportation and land use planning techniques that support intermodal connections and coordination.
- OBJECTIVE 8.6 Apply enhanced access management standards and strategies in corridors of regional significance.
- OBJECTIVE 8.7 Provide a coordinated and consistent transportation system.
- OBJECTIVE 8.8 Promote participation and coordination among public, tribal and private parties.
- OBJECTIVE 8.9 Create institutional structures that support statewide, regional and local mobility needs.
- OBJECTIVE 8.10 Maintain close coordination with FDOT, Department of Community Affairs (DCA), the Southwest Florida Alliance (Collier chambers) and the chambers of commerce in Lee County and neighboring counties on issues related to land use decisions, economic growth policies and transportation needs.



2035 Regional Transportation Plan
Guiding Principles, Regional Goals, and Major Objectives
Endorsed by the MPO Executive Board, March 17, 2010

Guiding Principles

Guiding principles direct how the Nashville Area MPO -- working as part of a larger regional context comprised of the interests of local governments, non-profit organizations, the business community, and public citizens -- will contribute to overall quality of life for the region.

Guiding Principle #1: *Livability*

MPO plans and programs will work to enhance the quality of life in the region by supporting initiatives that increase opportunities for affordable housing, education, jobs, recreation, and civic involvement without increasing the burden on citizens to enjoy their community.

Guiding Principle #2: *Sustainability*

MPO plans and programs will strive to support growth and prosperity without sacrificing the health, environment, natural and socio-cultural resources, or financial stability of this or future generations.

Guiding Principle #3: *Prosperity*

MPO plans and programs will contribute to the continued economic well-being of the greater Nashville area by investing in transportation solutions that increase access to education, jobs, and amenities, reduce the cost of living and doing business, and attract new investment to the region.

Guiding Principle #4: *Diversity*

MPO plans and programs will recognize the multitude of needs and the variety of perspectives and backgrounds of the people that live and work in the greater Nashville area by promoting a range of transportation choices that are designed with sensitivity to the desired context.

Regional Goals

The regional goals embody a general set of strategies by which the Nashville Area MPO will seek to help the region in its pursuit of quality growth as directed by the overarching guiding principles.

- Goal # 1:** Maintain and Preserve the Efficiency, Safety, and Security of the Region's Existing Transportation Infrastructure.
- Goal # 2:** Manage Congestion to Keep People and Goods Moving.
- Goal # 3:** Encourage Quality Growth and Sustainable Land Development Practices.
- Goal # 4:** Protect the Region's Health & Environment.
- Goal # 5:** Support the Economic Competitiveness of the Greater Nashville Area.
- Goal # 6:** Offer Meaningful Transportation Choices for a Diverse Population including the Aging.
- Goal # 7:** Encourage Regional Coordination, Cooperation, & Decision-Making.
- Goal # 8:** Practice Thoughtful, Transparent Financial Stewardship by Ensuring that Transportation Improvements meet Regional Goals.

Major Objectives

The major objectives represent specific strategies and actions that the MPO wishes to implement en route to achieving the regional goals of the 2035 Regional Transportation Plan.

- Objective #1:** Adopt a “fix-it-first” mentality in directing transportation funding. Initial focus should always be on the maintenance or improvement of existing facilities.
- Objective #2:** Strive for quality over quantity. Build out all elements of priority projects or phases rather than stringing funding out over several incomplete projects or incomplete phases.
- Objective #3:** Shift investment strategies towards providing a diversification of modes, rather than solely on strategies focused on roadway capacity.
- Objective #4:** Improve marketing and promotion of successful existing transportation services. It is acceptable to use federal transportation funds to do this.
- Objective #5:** Provide opportunities and define roles for all types of organizations and/or individuals (public or private) to assist in the implementation of programs and projects.
- Objective #6:** Improve the coordination of land use, urban design, transportation, rural and environmental feature preservation, and economic development policies and decisions through incentives and/or policies.
- Objective #7:** Encourage the development of context sensitive solutions to ensure that community values are not sacrificed for a mobility improvement.
- Objective #8:** Increase efforts to improve the form and function of transportation corridors in order to contribute to the “sense of place.” Such investments can: improve attractiveness to visitors or prospective businesses or residents; compliment existing natural and cultural resources; improve the function of the road for a variety of users; and foster civic pride toward public investments in infrastructure.
- Objective #9:** Consider how transportation policies, programs, and investment strategies affect the overall health of people and the environment including air quality, physical activity, biodiversity, and the natural resources.
- Objective #10:** Invest in the development of walkable communities that offer citizens the ability to access residences, jobs, retail, recreation, and other community amenities without the need to rely on an automobile.
- Objective #11:** Invest in a modern regional mass transit system to maintain the region’s economic competitiveness with other metropolitan regions, and to ensure continued economic prosperity in the face of growing energy costs, environmental concerns, and increasingly expensive automobile traffic.
- Objective #12:** Work to ensure that Middle Tennessee is given priority consideration in proposed national plans for high-speed rail. Identify opportunities to coordinate regional mass transit planning efforts with super-regional and national efforts to invest in rail infrastructure.
- Objective #13:** Provide proper guidance to the region for how to bridge the gap between the MPO's "cost-feasible" plan and the ultimate vision for how transportation will shape the future of the region.

Information Item

The next meeting of the Executive Committee will include an evaluation of the Executive Director. Staff has included the form from last year if any of the members have suggested changes/revisions prior to sending it out for completion.

Executive Director PERFORMANCE EVALUATION FORM

Employee Name: Donald Scott

Evaluation Date: September 17, 2012

This evaluation is for the period ending September 1, 2012 (this is the first one with the Board).

Each Board Member is to give some thought to the Executive Director's performance over the last year. For each of the evaluation categories, bullet points have been provided to assist you with the evaluation.

Prior to the September 17, 2012 MPO Executive Committee meeting, please make note of your observations using this form and bring it with you to the meeting. At the meeting, the Board will reach a consensus on the ratings and comments for each category in order to "speak in one voice."

The Employee will be evaluated on the following areas:

- Leadership
- Management
- Communications
- Policy Matters
- Staff Development

**It is at the discretion of the Board to grant a merit increase based on performance per the Executive Director's contract.*

