

# TECHNICAL ADVISORY COMMITTEE

Lee County Metropolitan Planning Organization

Thursday, May 5, 2016

City of Cape Coral Public Works Building

815 Nicholas Parkway East, Cape Coral, FL 33990

9:30 a.m.



## AGENDA

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### Call to Order

### Roll Call

1. Public Comments on Items on the Agenda

### New Business

2. \*Amendment to the FY 2015/2016 through FY 2019/2020 Transportation Improvement Program to Add Transit Operating Grant Funds for the Dr Piper Center and Good Wheels (Don Scott)
3. \*Review and Approval of the FY 16/17 and FY 17/18 Unified Planning Work Program (Don Scott)
4. \*Endorsement of the Minor Update to the Transportation Disadvantaged Service Plan (Don Scott)
5. \*Approval of the Public Transportation Joint participation Agreement (Don Scott)
6. +Review of the Draft FY 2016/17 through FY 2020/21 Transportation Improvement Program (Johnny Limbaugh)
7. +Review and Provide Input on Proposed LRTP Amendments (Don Scott)
8. Update on the ATMS Phase II Project (Ron Gogoi)

### Other Business

9. Public Comments on Items not on the Agenda
10. LeeTran Report
11. FDOT Report
12. Announcements
13. Topics for next meeting
14. Information and Distribution Items

### Adjournment

\*Action Items    +May Require Action

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

**REVIEW AND APPROVAL OF THE FY 2015/16 THROUGH  
FY 2019/20 TRANSPORTATION IMPROVEMENT PROGRAM (TIP)  
AMENDMENTS TO ADD TRANSIT OPERATING GRANT FUNDING FOR  
THE DR PIPER CENTER AND GOOD WHEELS**

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

The MPO is amending the FY 2015/16 through FY 2019/20 Transportation Improvement Program to add Federal Transit Administration (FTA) transit operating grant funds for the Dr. Piper Center for the enhanced mobility of Seniors and Persons with Disabilities. The project information is listed below:

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

The MPO is also amending the FY 2015/16 through FY 2019/20 Transportation Improvement Program to add FTA transit operating grant funds for Good Wheels for enhanced mobility of Seniors and Persons with Disabilities. The project information is listed below:

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

## **REVIEW AND APPROVAL OF THE FY 2016/2017 AND FY 2017/2018 UNIFIED PLANNING WORK PROGRAM**

**RECOMMENDED ACTION:** Recommend approval of the FY 2016/2017 and FY 2017/2018 Unified Planning Work Program (**Attachment A**).

Every two years the MPO develops the Unified Planning Work Program (UPWP) that serves as the budget to indicate what the MPO will be doing over that time period. A draft of the Unified Planning Work Program (UPWP) was submitted to FDOT and FHWA and their comments as well as the comments that have been submitted to date have been addressed in this updated version (the FHWA and FDOT comments are included in Appendix J).

## **TDSP Minor Update**

### **RECOMMENDED ACTION: Review and approve the Draft TDSP Minor Update**

The TDSP Major Update was drafted and approved during the summer of 2013. For the Minor update staff, Good Wheels and LeeTran made minor updates to the document, which are listed below. The TAC/CAC will review the TDSP prior to the LCB, which is held on May 6<sup>th</sup>, with final approval by the MPO Board on May 20<sup>th</sup>. Due to the size and the document being in full color it is provided on the enclosed CD.

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


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

**LEE COUNTY LOCAL COORDINATING BOARD MEMBERSHIP CERTIFICATION**

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

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

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

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

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

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

**TDSP ROLL CALL VOTE**

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

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

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

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Rick Williams – Cape Coral City Council**

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

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Steven Holmes, Executive Director**

# Existing Conditions

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

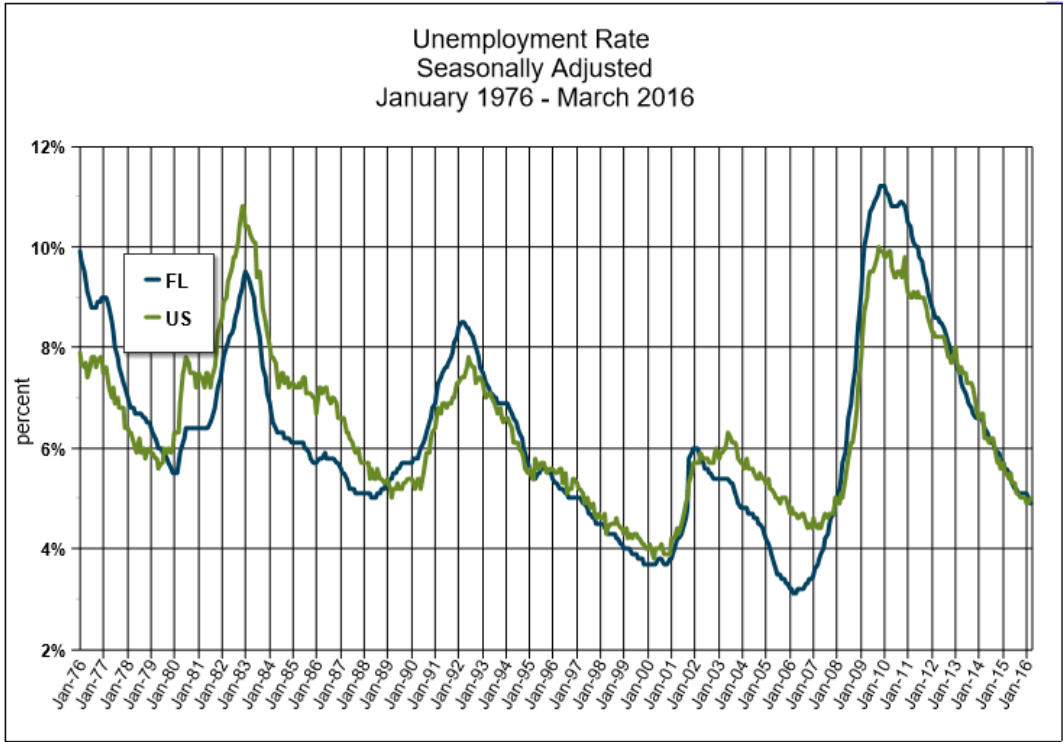
MSA/MD	MARCH 2016				FEBRUARY 2016				MARCH 2015			
	LABOR FORCE	EMPLOYMENT	UNEMPLOYMENT LEVEL	UNEMPLOYMENT RATE	LABOR FORCE	EMPLOYMENT	UNEMPLOYMENT LEVEL	UNEMPLOYMENT RATE	LABOR FORCE	EMPLOYMENT	UNEMPLOYMENT LEVEL	UNEMPLOYMENT RATE
Cape Coral-Fort Myers MSA	327,564	313,615	13,949	4.3%	327,216	313,043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

Released April 15, 2016

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

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

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



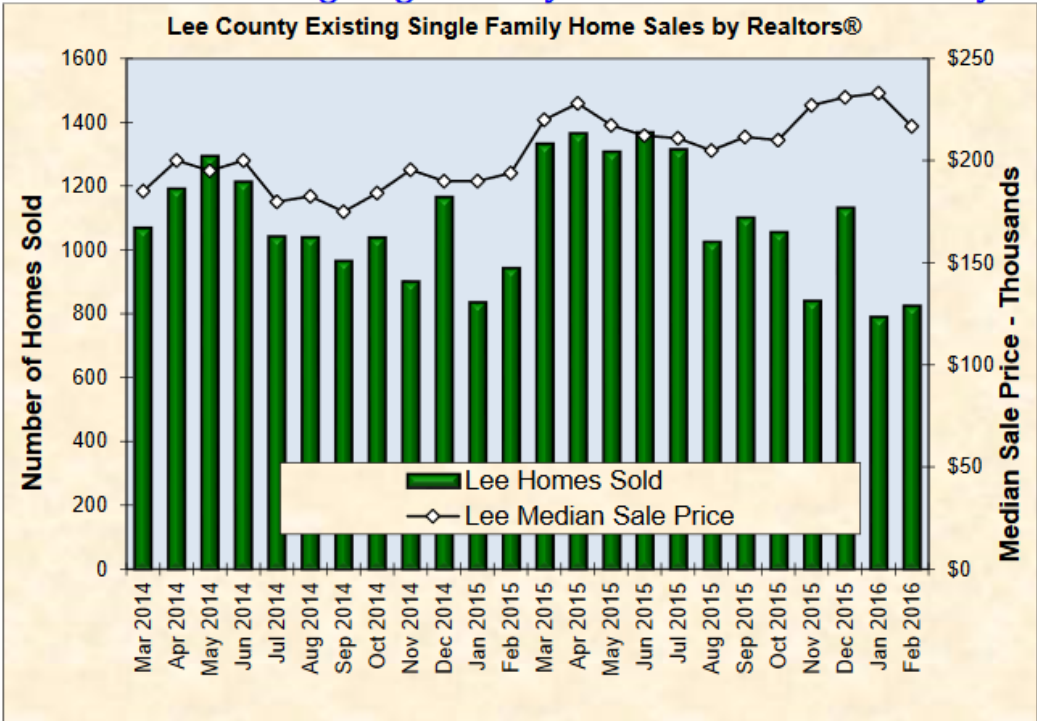
Source: U.S. Department of Labor, Bureau of Labor Statistics, [Local Area Unemployment Statistics Program \(LAUS\)](#)

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

Next Scheduled Release: Friday, May 20, 2016

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

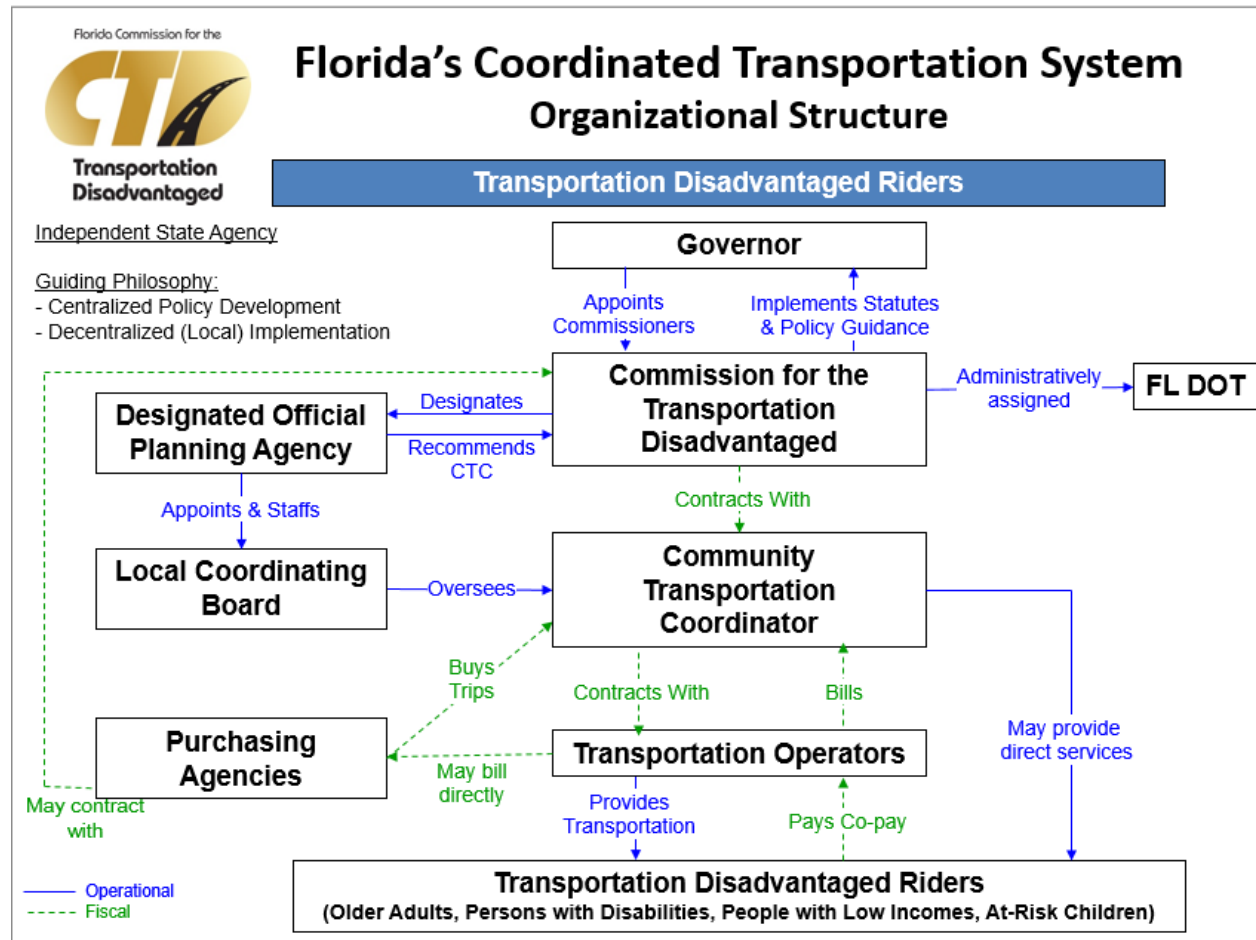
**Chart 17: Existing Single-Family Home Sales for Lee County**



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



# Organization Structure



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

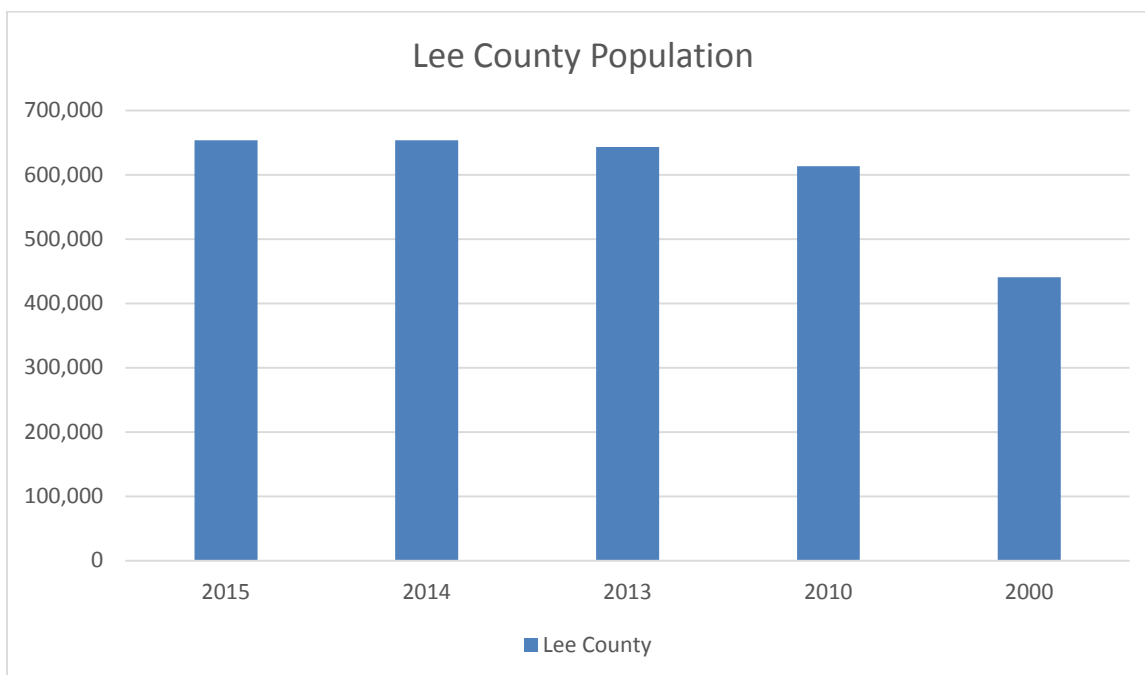
**TABLE 1**  
**Square Miles For Each Incorporated Municipality and the County**

Land Area	Square Miles
Fort Myers	48.865
Cape Coral	109.9
Sanibel	15.3
Fort Myers Beach	2.5
Bonita Springs	39.6
<u>Village of Estero</u>	<u>20.0?</u>
Unincorporated Area	603.8?
<b>Total Square Miles</b>	<b>839.965</b>

Source: Lee County Property Appraiser's Office GIS Dept. (2016)

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

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



Source: BEBR April 2015

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

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

Source: Lee County Economic Development Office, July 2013

## Types of companies expected to grow in Florida

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

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

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

This page was last updated 04/20/2016 13:27:42



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

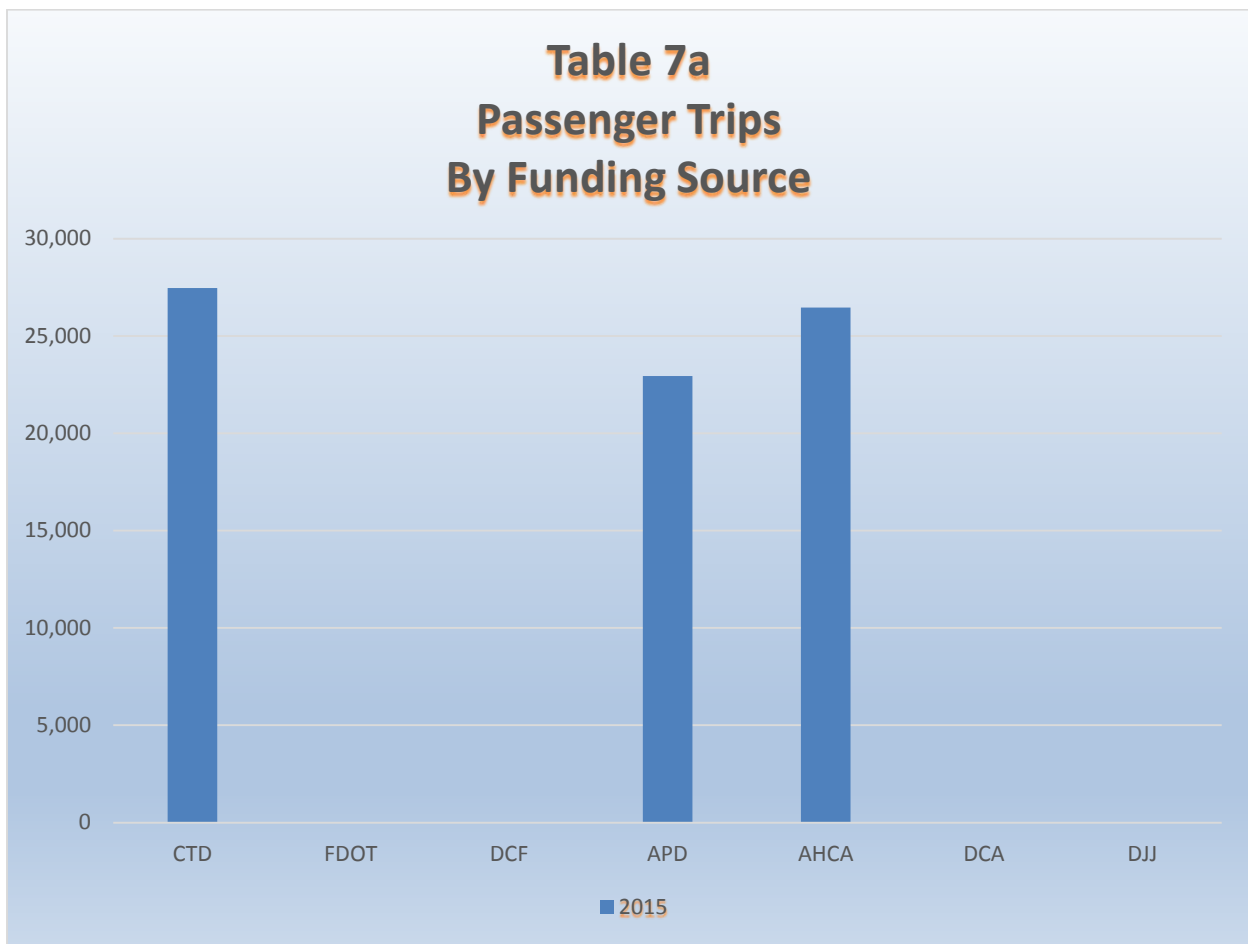
<u>Purpose</u>	<u>Number of Trips</u> <u>2013</u>	<u>Number of Trips</u> <u>2014</u>	<u>Number of Trips</u> <u>2015</u>
<u>Medical</u>	<u>78,274</u>	<u>95,041</u>	<u>54,559</u>
<u>Employment</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Ed./Training/Daycare</u>	<u>29,345</u>	<u>10,512</u>	<u>23,466</u>
<u>Nutritional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

Source: CTD Lee ARP 2014

**TABLE 7  
PASSENGER TRIPS PROVIDED FUNDING SOURCE**

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

Source: CTD Lee ARP 2015



Source: CTD Lee ARP 2014

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

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

Immediate Capital Needs Lee County:

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

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

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

Good Wheels, in 2016, requested operating funds to:

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

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

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

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

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

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

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

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

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

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

LeeTran ADA Paratransit Service Ridership Numbers

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

**COORDINATION CONTRACT AGENCIES**

<u>Name of Agency</u>	<u>Address</u>	<u>City, State, Zip</u>	<u>Telephone Number</u>	<u>Contact</u>
<u>Lighthouse of SW Florida</u>	<u>35 West Marianna Ave</u>	<u>North Fort Myers, Fl 33903</u>	<u>239 997-7797</u>	<u>Douglas Fowler, Ex Dir</u>

<b><u>UCF</u></b>	<u>9040 Sunset</u> <u>Dr</u>	<u>Miami, FL 33713</u>	<u>305-273-3055</u>	<u>James Week</u>
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## **APPROVAL OF THE PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT**

**RECOMMENDED ACTION:** Recommend MPO Board approval of the Public Transportation Joint Participation Agreement (**attached**) covering the conditions for receiving Federal Transit Administration (FTA) Section 5305 funds for transit planning and the provision of state matching funds.

The Federal Transit Administration (FTA) Section 5305 planning grant is awarded to the MPO each year to support the transit planning activities described in the MPO's Unified Planning Work Program. Funding is provided from federal (80%) and state (10%) sources, with a required local match of 10%. This new agreement extends out to December 31, 2018.

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

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

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

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

W I T N E S S E T H :

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

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

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

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

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

## 2.00 Accomplishment of the Project:

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

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

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

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

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

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

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

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

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

## 5.00 Project Budget and Payment Provisions:

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

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

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

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

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

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

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

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

### Part I Federally Funded:

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

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

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

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

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

**Part II State Funded:**

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

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

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

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

And

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**10.00 Contracts of the Agency:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **12.00 Miscellaneous Provisions:**

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

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

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

**12.40 How Agreement Is Affected by Provisions Being Held Invalid:** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

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

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

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

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

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

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

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

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

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

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

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

**15.00 Appropriation of Funds:**

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

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

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

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

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

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

**19.00 Restrictions on Lobbying:**

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

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

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

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

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

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

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

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

**22.00 Discrimination:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

**23.00 E-Verify:**

Vendors/Contractors:

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

**24.00 Inspector General Cooperation:**

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

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

AGENCY

FDOT

Lee County Metropolitan Planning Organization

AGENCY NAME

DEPARTMENT OF TRANSPORTATION

SIGNATORY (PRINTED OR TYPED)

Chris Smith

TITLE Director of Transportation Development

SIGNATURE

LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION

See attached Encumbrance Form for date of Funding  
Approval by Comptroller

TITLE

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

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

PROJECT LOCATION: Lee County, Florida

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

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

Eligible activities include:

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

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

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

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

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

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

**DELIVERABLES:**

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

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



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

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

Project Estimated and Programmed Budget:

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

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

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

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

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

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

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

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

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

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

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

1. Required Submittal Format

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

2. Approval of Submittal

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

**Third Party Contracts**

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

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

**Required Submittals**

SUBMITTAL/CERTIFICATION

RESPONSIBILITY

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

**EXHIBIT D**

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

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

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

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

\*The federal award amount may change with supplemental agreements

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

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

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

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

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

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

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

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

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

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

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

49 USC 5303: Metropolitan Transportation Planning

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

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

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

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

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

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

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

**DISCUSSION ITEM:**

Enclosed on the CD is the draft FY 2016/2017 - FY 2020/2021 Transportation Improvement Program (TIP) for the Committee's prior to final approval by the Committee at the June meeting. Staff will provide an overview of the TIP at the meeting.

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

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

The MPO staff is proposing several LRTP amendments to be voted on at the June meetings to address the advancement of SR 82 SIS projects, the moving up of the Big Carlos Bridge replacement project to seek federal/state funding assistance, the addition of Existing plus Committed projects and to address comments we have received from FDOT. The proposed changes to the tables will be provided at the meeting for review and input.

## **STATUS UPDATE ON THE ATMS PHASE II PROJECT**

**RECOMMENDED ACTION:** No action is required. Staff will provide an update on the Advanced Traffic Management System Phase II project that is currently underway.

The Lee County Advanced Traffic Management System (ATMS) Phase I was completed last year, and this has allowed the Lee County Traffic Operations Center to directly communicate with the signalized intersections on the US 41 and the Bayshore Road (SR 78) corridors as well as control the traffic signals remotely. Phase II will expand the system in Lee County and the project is currently underway. Besides laying communication fibers, the project will upgrade signalized intersections, add Adaptive Signal Control along certain corridors, add bluetooth sensors, etc.