AGENDA

I. CALL TO ORDER AND INTRODUCTIONS

II. PUBLIC COMMENT – (items or issues not scheduled on today’s agenda)

III. APPROVAL OF MEETING MINUTES
   A. Approval of Minutes – Meeting of April 8, 2019

IV. REPORT ON MPO BOARD ACTIONS – Meeting of April 11, 2019

V. ACTION ITEMS
   A. Fiscal Year 2018-19 – Section 5305 (d) - Transit Planning - Joint Participation Agreement
   B. Fiscal Year 2019-20 UPWP Amendment - PL Funds Carryover from FY 2017-18
   C. Time Extension for MPO18-003 with AECOM
   D. Time Extension for MPO18-008 with TOA
   E. Appointment of CAC member

VI. STATUS REPORTS / PRESENTATIONS / UPDATES
   A. Draft TIP FY 2019-20 Through FY 2023-24 - Request for Public Comments
      https://www.pascocountyfl.net/1699/MPO-Public-HearingsNotices
   B. UPWP Amendment for FY 2019-20 - Request for public comments
      https://www.pascocountyfl.net/1699/MPO-Public-HearingsNotices

VII. CONGESTION MANAGEMENT PROCESS (CMP) TASK FORCE ISSUES

VIII. PASCO COUNTY PUBLIC TRANSPORTATION (PCPT) UPDATES

IX. OTHER BUSINESS - MEETINGS HELD / SCHEDULED / ITEMS OF NOTE

X. CAC MEMBER ROUNDTABLE / FUTURE AGENDA TOPICS

XI. ADJOURNMENT – NEXT MEETING DATE – June 10, 2019 – LOCATION (Wesley Chapel)

“In accordance with Title VI of the Civil Rights Act of 1964 and other nondiscrimination laws, public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, familial, or income status. It is a priority for the MPO that all citizens of Pasco County are given the opportunity to participate in the transportation planning process including low-income individuals, the elderly persons with disabilities, and persons with limited English proficiency. You may contact the MPO’s Title VI Specialist at (727) 847-8140 if you have any discrimination complaints.”
DATE: Wednesday, April 8, 2019
TIME: 1:30 P.M.
LOCATION: West Pasco Government Center
8731 Citizens Drive, Third Floor - Suite 320
New Port Richey, FL 34654

I. CALL TO ORDER AND INTRODUCTIONS

Chairman Deborah Bolduc called the TAC meeting to order at 1:30 p.m. Introductions were made:

MEETING ATTENDEES

Members and Alternates
Deborah Bolduc – County Engineer
George Romagnoli - New Port Richey
Todd Vandeberg - Zephyrhills
Ahsan Khalil – Current Planning
Stewart Rogers - PEOC
Aurybel Rivero – Longe Range

Pasco County Representatives – MPO Staff
John Villeneuve
Manny Lajmiri
Paras Hatzleris
Ali Atefi
Tania Gorman

Teleconference
Allison Yeh – Hillsborough County MPO

PCPT
Chris DeAnnuntis

Florida Department of Transportation
Jensen Hackett

Visitor
Kasey Cursey - AECOM Consultant
Wally Blain – Tindale Oliver and Associates

II. PUBLIC INPUT

III. APPROVAL OF MINUTES – February 11, 2019

Chairman Bolduc asked the TAC members if they had any questions, corrections, or comments on the February 14, 2019 minutes. Todd Vandeberg made a motion to approve the minutes. George Romagnoli seconded. Chairman Bolduc called on the motion. All members present voted in favor; motion passed.

IV. REPORT ON MPO BOARD ACTIONS – Meeting of February 14, 2019

Manny Lajmiri updated the TAC members on the MPO Board meeting on February 14, 2019. Mr. Lajmiri reported that the MPO Board members had approved all five action items and that they were very pleased with the TSMO presentation. Mr. Lajmiri also informed the TAC members that the March 14, 2019 meeting was cancelled. Discussion followed.
V. ACTION ITEMS

A. TIP amendment- Intersection Lighting Various Locations

Manny Lajmiri informed the TAC members that the FDOT has requested approval of the TIP/STIP amendment. Mr. Lajmiri stated that they will be upgrading the current intersection lighting at various locations throughout Pasco County. Chairman Bolduc had asked for further information pertaining to the intersection lighting and to inform Traffic Operations as it may possibly change the operational budget for their department. Chairman Bolduc requested a motion. Aurybel Rivera made a motion to approve. Todd Vandeberg seconded. All members' present voted in favor, motion passed.

B. CAC Alternate Member Appointment

Manny Lajmiri informed the TAC members of the process of appointment of alternate CAC members. At this time, Mr. Chris Poole is being submitted to serve as Commissioner Moore’s appointment. Chairman Bolduc requested a motion. Aurybel Rivera made a motion to approve. George Romagnoli seconded. All members’ present voted in favor, motion passed.

C. Time Extension for MPO18-029 Modeling Project

John Villeneuve reported to the TAC members that Tindale Oliver, our consultant, is requesting a time extension for project MPO18-029. Mr. Villeneuve notified the TAC members that there would not be any additional cost. Mr. Villeneuve stated to the TAC members that the project extension request is until October of 2019. Chairman Bolduc requested a motion. Aurybel Rivera made a motion to approve. George Romagnoli seconded. All members’ present voted in favor, motion passed.

VI. STATUS REPORTS / PRESENTATIONS / UPDATES

A. Long Range Transportation Plan (LRTP) Status Update

Wally Blain, our consultant from Tindale Oliver, gave a power point presentation to the TAC members. Mr. Blain gave a status update on current and ongoing projects that involve the Long Range Transportation Plan (LRTP). Mr. Blain provided the TAC members with the MPO proposed criteria, approved list and calendar. Discussion followed.

B. Resilient Tampa Bay: Transportation Pilot Project

Allison Yeh, from Hillsborough MPO, gave a power point presentation via telephone to the TAC members. Ms. Yeh explained to the TAC members about the flooding vulnerability status of the Tampa Bay area. Ms. Yeh stated that Hillsborough MPO has been collaborating with the Pinellas and Pasco MPO’s, along with a few other regional entities, to undertake the resiliency study for the region. Ms. Yeh notified the TAC members that the project started in August 2018 and has completed the data gathering stage. Discussion followed.

C. Legislative Agenda – MPO Advisory Committee (MPOAC)

Manny Lajmiri addressed the TAC members. Mr. Lajmiri gave a brief introduction of the MPOAC, notifying the TAC members of what policies the Pasco MPO would like for the MPO Board members to consider. Mr. Lajmiri mentioned to the TAC members about the approval of the “Share Texting” bill. Discussion followed.

VII. CONGESTION MANAGEMENT PROCESS (CMP) TASK FORCE ISSUES

None

VIII. PASCO COUNTY PUBLIC TRANSPORTATION (PCPT) UPDATES

Chris DeAnnuntis explained to the TAC members that PCPT had a few items they would like to report. Mr. DeAnnuntis mentioned PCPT has a new marketing contract, with Quest Advertising, and a new Scope, for an ITS software. Mr. DeAnnuntis stated that there will also be a new bus route to the Shady Hills area. Discussion followed.

IX. OTHER BUSINESS – MEETINGS HELD / SCHEDULED / ITEMS OF NOTE

Todd Vandeberg shared with the TAC members that the City of Zephyrhills has taken over the project of Simons Road. Mr. Vandeberg told the TAC members that they would involve the Pasco MPO and also Project Management in their progression of the project. Discussion followed.
X. TAC MEMBER ROUNTABLE / FUTURE AGENDA TOPICS
   None

XI. PUBLIC COMMENT
   None

XII. ADJOURNMENT – NEXT MEETING DATE – May 6, 2019 – Location (NPR)
PASCO COUNTY METROPOLITAN PLANNING ORGANIZATION
BOARD MEETING
THURSDAY, APRIL 11, 2019, 10:00 A.M.

HISTORIC PASCO COUNTY COURTHOUSE
BOARD ROOM - SECOND FLOOR
37918 MERIDIAN AVENUE
DADE CITY, FL 33525

MPO Board Members
• Jeff Starkey, (MPO Chairman, Councilman, City of New Port Richey) • Lance Smith, (MPO Vice Chairman, Councilman, City of Zephyrhills) • Camille S. Hernandez, (Mayor of Dade City) • Ron Oakley, (County Commissioner, District 1) • Mike Moore, (County Commissioner, District 2) • Kathryn Starkey, (County Commissioner, District 3) • Mike Wells, (County Commissioner, District 4) • Dale Massad, (Mayor, City of Port Richey) • Jack Mariano, (County Commissioner, District 5)

David Gwynn, P.E. - FDOT District Seven (Non-Voting - Advisor)

AGENDA

I. CALL TO ORDER

II. INVOCATION AND PLEDGE OF ALLEGIANCE

III. ROLL CALL – CLERK

IV. CALL FOR PUBLIC INPUT

Citizen comments to the MPO are invited (three minutes per speaker please).

V. APPROVAL OF MEETING MINUTES

A. Meeting Minutes of January 17, 2019 and February 14, 2019

VI. MPO ADVISORY COMMITTEE REPORTS

A. Citizens Advisory Committee (CAC) Meeting – April 3, 2019
B. Bicycle Pedestrian Advisory Committee (BPAC) Meeting – February 26, 2019

VII. ACTION ITEMS

A. TIP amendment- Intersection Lighting Various Locations
B. CAC Alternate Member appointment
C. Time Extension for MPO18-029 Modeling Project

VIII. PASCO COUNTY PUBLIC TRANSPORTATION REPORTS UPDATES
IX. **STATUS REPORTS / PRESENTATIONS / UPDATES**

A. Long Range Transportation Plan (LRTP) Status Update

B. Legislative Agenda – MPO Advisory Committee (MPOAC)

X. **OTHER BUSINESS – MEETINGS HELD / SCHEDULED / ITEMS OF NOTE**

A. Tampa Bay TMA Leadership Group - April 5, 2019

B. MPOAC Weekend Institute for Elected Officials – May 31 to June 2, 2019

XI. **ADJOURNMENT**

The next meeting will be held in New Port Richey on May 9, 2019

"In accordance with Title VI of the Civil Rights Act of 1964 and other nondiscrimination laws, public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, familial, or income status. It is a priority for the MPO that all citizens of Pasco County are given the opportunity to participate in the transportation planning process including low-income individuals, the elderly persons with disabilities, and persons with limited English proficiency. You may contact the MPO's Title VI Specialist at (727) 847-8140 if you have any discrimination complaints".
AGENDA NO: V-A  
DATE: May 6, 2019  
COMMITTEE: TAC Members  
STAFF: MPO Staff  
SUBJECT: Fiscal Year 2018-19 – Section 5305 (d) - Transit Planning - Joint Participation Agreement  
ACTION: Review and Approve

SUMMARY

Each year, the Metropolitan Planning Organization (MPO) is eligible for Federal Transit Administration (FTA), Section 5305 (d) funds for transit planning. The FTA funds are administered through the Florida Department of Transportation (FDOT) and are obtained by entering into a Joint Participation Agreement (JPA), with the FDOT. The Section 5305 (d) funds are $144,938 (Federal 80%) from the FTA with $18,118 (State 10%) from the FDOT and a required local match of $18,118 (Local 10%) from Pasco County for a total of $181,174.

A variety of transportation/transit planning activities will be funded from the 5305 FTA Grant. Anticipated work tasks and consultant work is listed in the MPO’s adopted UPWP, Task 5.2 (LRTP Coordination and Update), Task 6.1 (Public Transportation Planning).

The proposed JPA for FY 2018-19, Section 5305 (d) funding along with the resolution that authorizes the MPO Chairman to sign the JPA is attached. The County Attorney’s Office acting as legal advisor to the MPO Board has approved the JPA and Resolution.

RECOMMENDATION:

Review and approve Fiscal year 2018-19 Section 5305 (d) - Transit Planning Joint Participation Agreement as presented above.

ATTACHMENT(S)

1) Fiscal Year 2018-19 Section 5305 (d) – Transit Planning Joint Participation Agreement (JPA)
THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into by and between the State of Florida, Department of Transportation ("Department"), and Pasco County MPO, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as Exhibit "D", **Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.051, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department’s participation in support of the MPO’s UPWP for FY 2019-2020, as further described in Exhibit "A", **Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   - Avtiation
   - Seaports
   - Transit [X]
   - Intermodal
   - Rail Crossing Closure
   - Match to Direct Federal Funding (Aviation or Transit)
   - Other

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

   - [X] Exhibit A: Project Description and Responsibilities
   - [X] Exhibit B: Schedule of Financial Assistance
   - [X] Exhibit C: Terms and Conditions of Construction
   - [X] Exhibit D: Agency Resolution
   - [X] Exhibit E: Program Specific Terms and Conditions
   - [X] Exhibit F: Contract Payment Requirements
   - [X] Exhibit G: Financial Assistance (Single Audit Act)
5. **Time.** Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 30, 2020. 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 Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. If this box is checked the following provision applies:

      Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within ___ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. If the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

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

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

   e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. **Project Cost:**
a. The estimated total cost of the Project is $181,174. This amount is based upon Exhibit "B", Schedule of Financial Assistance. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in Exhibit "B", Schedule of Financial Assistance, may be modified by mutual written agreement of the Parties and does not require execution of an Amendment to the Public Transportation Grant Agreement. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $163,056 and, the Department’s participation in the Project shall not exceed 90.00% of the total eligible cost of the Project, and as more fully described in Exhibit “B”, Schedule of Financial Assistance. The Agency agrees to bear all expenses in excess of the amount of the Department’s participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in Exhibit “A”, Project Description and Responsibilities, and as set forth in Exhibit “B”, Schedule of Financial Assistance.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit “A”, Project Description and Responsibilities. Modifications to the deliverables in Exhibit “A”, Project Description and Responsibilities requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in Exhibit “A”, Project Description and Responsibilities. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit “A", Project Description and Responsibilities has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in Exhibit “F”, Contract Payment Requirements.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

_ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department’s Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department’s Disbursement Handbook for Employees and Managers.
f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department’s Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement’s term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. 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 deliverables are received, inspected or verified, and approved.

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

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

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these 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 Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of 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 "E", Program Specific Terms and Conditions attached to and incorporated into this Agreement.
k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. **Department’s Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department’s funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department’s project manager must be received prior to costs being incurred by the Agency. See Exhibit “B”, Schedule of Financial Assistance for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. **Limits on Contracts Exceeding $25,000 and Term more than 1 Year.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in Exhibit “A”, Project Description and Responsibilities, and as set forth in Exhibit “B”, Schedule of Financial Assistance, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved
in writing by the Department. Specific unallowable costs may be listed in Exhibit “A”, Project Description and Responsibilities.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

   a. Necessary Permits Certification. The Agency shall certify to the Department that the Agency’s design consultant and/or construction contractor has secured the necessary permits.

   b. Right-of-Way Certification. If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

   c. Notification Requirements When Performing Construction on Department’s Right-of-Way. In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department’s right-of-way, the Agency shall provide the Department with written notification of either its intent to:

      i. Require the construction work of the Project that is on the Department’s right-of-way to be performed by a Department prequalified contractor, or

      ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

   d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: Use of Agency Workforce. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

   e. __ If this box is checked, then the Agency is permitted to utilize Indirect Costs: Reimbursement for Indirect Program Expenses (select one):

      i. X Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

      ii. __ Agency has selected to apply a de minimis rate of 10% to modified total direct costs. Note: The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

      iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

   f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards. The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

   g. Claims and Requests for Additional Work. The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make
best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. Approval of Third Party Contracts. 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 and 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. 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.

b. Procurement of Commodities or Contractual Services. It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency’s Authorized Official shall certify to the Department that the Agency’s purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. 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”, Schedule of Financial Assistance, or that is not consistent with the Project description and scope of services contained in Exhibit "A", Project Description and Responsibilities 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, in accordance with this Agreement.

c. Consultants’ Competitive Negotiation Act. It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency’s full compliance with provisions of Section 287.055, Florida Statutes, Consultants’ Competitive Negotiation Act. In all cases, the Agency’s Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants’ Competitive Negotiation Act.

d. Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:
a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

   i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

   ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

   iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

   iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

   i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

   ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. 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.

   a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the 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.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

   i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Exhibit “G”, Financial Assistance (Single Audit Act), to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the 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 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

   ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

   iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, 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 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 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).

   iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

   v. Within six months of acceptance of the audit report by the FAC, the Department will review the 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 2 CFR Part 200, Subpart F – Audit Requirements,
the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the 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.

vii. 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

State Funded:

a. 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.

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

i. 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 “G”, Financial Assistance (Single Audit Act), 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.

ii. 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.

iii. 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 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).

iv. 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

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. 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.

vi. 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.
vii. 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.

viii. 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.

c. 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.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

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

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. **E-Verify.** The Agency shall:

   i. Utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

   ii. 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.

18. **Indemnification and Insurance:**

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

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

   This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency’s sovereign immunity.”
b. The Agency shall provide Workers’ Compensation Insurance in accordance with Florida’s Workers’ Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers’ Compensation Insurance for their employees in accordance with Florida’s Workers’ Compensation law. If using “leased employees” or employees obtained through professional employer organizations (“PEO’s”), ensure that such employees are covered by Workers’ Compensation Insurance through the PEO’s or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida’s Workers’ Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an “occurrence” basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy(ies) and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy(ies) or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department’s approval or failure to disapprove any policy(ies), coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

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

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. 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.

c. Severability. 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.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. 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.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so 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.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services’ Florida Accountability Contract Tracking System (FACTS).
i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

**AGENCY** Pasco County Metropolitan Planning Organization

By: ____________________________

Name: Jeff Starkey

Title: MPO Chairman

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**

By: ____________________________

Name: Richard Moss, P.E.

Title: Director of Transportation Development

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**

Legal Review:

Marty Hernandez
EXHIBIT A

Project Description and Responsibilities

Refer to Attached UPWP
<table>
<thead>
<tr>
<th>Task 5.2</th>
<th>Long Range Transportation Plan (LRTP) Coordination and Update</th>
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<tbody>
<tr>
<td><strong>Purpose:</strong></td>
<td>To update and maintain a multimodal Transportation Plan that includes both long-range and short-range strategies/actions and graphics that provide for the development of an integrated multimodal transportation system (including accessible pedestrian walkways and bicycle transportation facilities). To facilitate the safe and efficient movement of people and goods in addressing current and future transportation demand that is consistent with the planning requirements identified in the FAST ACT and Clean-Air Act Amendments and to establish the basis for the update of the Traffic Circulation Element of the local governments’ comprehensive plans.</td>
</tr>
<tr>
<td><strong>Planning Factors:</strong></td>
<td>1, 2, 3, 4, 5, 6, 7, 8, 9, 10</td>
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</tbody>
</table>
| **Previous Work Completed:** | • Continued the coordination of Local, Regional, and State capital projects to ensure consistency with the adopted LRTP/TIP.  
• Assisted the County in ensuring consistency of the Comprehensive Plan Transportation Element with the currently adopted 2040 MPO Transportation Plan.  
• Assisted the FDOT in reviewing, commenting, and developing travel characteristics surveys; regional transportation demand model calibration; and model enhancements.  
• Participated in the FDOT Regional Goods Movement Study as a member of the Goods Movement Advisory Committee (GMAC). The information base is available for future updates of the LRTP and/or integrated into the County’s comprehensive planning process. |
| **Required Activities:** | Activities are ongoing unless otherwise noted. |
## Task 5.2 Long Range Transportation Plan (LRTP) Coordination and Update (continued)

**End Product:** Activities are ongoing unless otherwise noted.

- Initial work elements in support of the MPO 2045 LRTP including updated SE Data, traffic counts, travel surveys and networks.
- An updated MPO 2045 LRTP including supporting documents and graphics that is consistent with Federal and State rules and regulations including address air-quality requirements, if applicable. (Fall 2019)
- An enhanced and validated TBRPM model.
- Completed all end projects and documentation for Mobility 2045 Plan Development (adopted December 2019 through April 2020) including:
  - Updated policies, goals, objectives, and performance measures.
  - Developed PIP specifically for LRTP.
  - Performed public engagement activities as reflected in the PIP.
  - Developed the needs plan.
  - Collected revenue estimates and developed cost calculation methodology.
  - Developed cost affordable plan.
  - Conducted public engagement activities for LRTP, per PIP (Fall 2019).
  - Adopted 2045 LRTP (Fall 2019).
  - Prepared LRTP documentation and adoption package (Winter 2019).
  - Process LRTP amendments (Ongoing).

**Responsible Agency:** MPO, Consultant
### Task 6.1 Public Transportation Planning

**Purpose:**
Evaluate transit needs and assist PCPT in the development of plans and programs in providing for transit services and facilities. Promote local and regional transit usage and support PCPT’s implementation of the TDP with a focus implementation of a Park and Ride component based on previous study. Conduct various transit planning studies as needed in support of overall transit service enhancements. Ensure coordination of transit-planning efforts and studies with the update of the TIP and the transit element of the adopted LRTP.

**Planning Factors:** 1, 2, 3, 4, 5, 6, 7

**Previous Work Completed:**
- Coordinated with the PCPT staff and Florida Commission for the Transportation Disadvantaged (CTD) designation of the Pasco BCC to continue to serve as the CTC provider. (Annually).
- Participated in the completion of the PCPT COA to ensure cost effective transit services (Annually).
- Assisted the PCPT with developing the annual TD service plan and the annual operations report for the CTC (2017/2018).
- Conducted study of Title VI program for PCPT (2017/2018)
- Continued to assist the County's PGM Department to evaluate transit-station typologies and supporting land uses along the S.R. 54/56 corridor.
- Participated in various TBARTA Board meetings including established subcommittees based on agenda reviews (Transit Managers Committee (TMC)/CAC).
- Supported PCPT in 10-Year TDP Major Update for 2019-2028.
- Participated in the design of the planned Wiregrass Park and Ride site and provided comments on easement language to facilitate construction.
- Completed planning and development of new transit service on SR 54 (Cross County Service).(2017/18).
- Supported the LCB meetings and preparation of agenda action items.
- Continued to monitor results from the TBARTA/FDOT transit corridor study in regards to alternative analysis for premium transit along Bruce B. Downs Boulevard (Ongoing).
- Updated Transit links on the MPO’s website
- Participated in the site design and easement agreement for the Florida Hospital Park and Ride facility in Wesley Chapel/Wiregrass.
- Assisted PCPT with technical studies (Ongoing).
- Assisted in development of various Scopes of Work for consultants that support the overall transit planning program (Ongoing).
- Completed a Transit Infrastructure Manuel

**Required Activities:** Activities are ongoing unless otherwise noted.
- GPC may assist in fulfilling the objectives of this task.
- Participate in the continuance of the corridor management studies to recommend transit options to meet mobility needs (Ongoing).
- Continued participated in FDOT intermodal Center Study for Wesley Chapel Area (2019)
- Facilitate implementation of park-and-ride sites and review design standards consistent with the MPO’s consultant study on Park and Ride locations (Ongoing)
- Review and comment on various transit projects as part of the TIP and ensure consistency with the adopted TDP.
- Staff will continue review of the contracts and agreements, invoice processing for transit-related programs and record keeping. Manage and supervise consultant work as needed (5305 (d) Grant Program).(Annual)
- Support annual TCAP updates.
- Continue to support the LCB quarterly meetings.
- Attend appropriate transit-related seminars and workshops (Ongoing).
- Coordinate regional transit planning issues with the TBARTA and TBARTA Commuter Assistance Program (Ongoing).
- Assist the PCPT with supporting technical studies that implement appropriate recommendations of the 2013 TDP Update (Ongoing).
- Assist the PCPT with completing the TDP Annual Update (2018/19).
- Finalize Transit Asset Management Plan (2018/19)
- MPO Board adopts performance measure targets for State of Good Repair (2018/19).
<table>
<thead>
<tr>
<th>Task 6.1 Public Transportation Planning (continued)</th>
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<tbody>
<tr>
<td><strong>Required Activities</strong></td>
</tr>
<tr>
<td>- Upload transit projects into ETDM consistent with transit studies and LRTP projects (Ongoing).</td>
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<td>- Investigate transit alternatives as part of the CMP strategies (Ongoing).</td>
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<td>- Support multiuse trail alignment studies shown in Table 3, to provide connectivity to multimodal network.</td>
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<tr>
<td>- Participate in Pasco County’s allocations of Tax Increment Finance (TIF) funds in support of transit system enhancements as identified in the TDP.</td>
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<tr>
<td>- Participate in regional transit discussions through TBARTA and attend TBARTA Board Meetings as needed based on agenda items.</td>
</tr>
<tr>
<td>- Assist the County in review of new development proposals and Development Agreement (DA) conditions to ensure inclusion of appropriate transit infrastructure will be in place including park and ride sites (ongoing).</td>
</tr>
<tr>
<td>- Continue processing purchase orders for capital outlay requests and the GPC tasks in support of the Transit planning program (Ongoing).</td>
</tr>
<tr>
<td>- Continue to identify sidewalk gaps and ADA compliant issues along all PCPT routes for better accessibility to transit stops.</td>
</tr>
<tr>
<td>- Review and update park and ride site design standards</td>
</tr>
<tr>
<td>- Assist the county and PCPT in the implementation of the updated transit infrastructure manual</td>
</tr>
<tr>
<td>- Assist the county in determining transit related questions to include in the American Community Survey (ACS) (Annually).</td>
</tr>
<tr>
<td>- Document regional commuter movement and regional attractions that could benefit from the introduction of express bus service (i.e. Veterans/Suncoast transit service).</td>
</tr>
<tr>
<td>- Provide support to PCPT to ensure ADA compliance on new and existing bus shelters (Ongoing).</td>
</tr>
<tr>
<td>- Expand study of accessibility issues to the existing bus shelters/stops along all transit PCPT routes (6/13).</td>
</tr>
<tr>
<td>- Continue to participate in the TBARTA, TMC subcommittee meetings (Ongoing).</td>
</tr>
<tr>
<td>- Assist FDOT in development of survey instruments in preparation of household surveys required for the 2045 LRTP update.</td>
</tr>
<tr>
<td>- Maintain/update transit information and links on the MPO’s web site including LRTP/TDP documents for easy accessibility.</td>
</tr>
<tr>
<td>- PCPT Transit Intermodal Center site selection evaluation along U.S. 19</td>
</tr>
</tbody>
</table>

**End Product: Activities are ongoing unless otherwise noted.**

- Prioritization listing of recommended improvements along major roadways within the U.S. 19 corridor for Access to transit and ADA compliance. (Fall 2018)
- Amendments to the 2040 LRTP for transit projects as necessary.
- Assist PCPT in preparing various technical studies which assist the implementation of the TDP recommended projects.
- Evaluation/update to TBARTA/FDOT premium transit route studies (S.R. 54/56 - Wesley Chapel/USF - Suncoast corridor) (ongoing).
- Operational CMP including monitoring data related to transit.
- Participation in the completion of ongoing Corridor Management Studies - transit alternatives (annually)
- Participation in the PCPT Five Year TDP update. (Winter 2018)
- Support and maintain a coordinated partnership with the FDOT/TBARTA regarding transit initiatives in Pasco County (Ongoing).
- Updated TCAP (ongoing).
- Updated TIP that implements the annual TDP. (Annually)
- Support roadway database for existing and future LOS analysis.
- Assist in the development of a market readiness program for PCPT transit service routes Countywide.
- In support of the transit planning program, purchase office supplies, maintenance of equipment, postage, travel, copier usage, telephone service, advertising, books, and other office operations materials and supplies. (ongoing)
- Fully operational park and ride facility in Wiregrass/Wesley Chapel. (Winter 2018)
- Conduct follow-up route studies on future premium transit corridors to preserve needed ROW. (Annually)
- Suitable site for development of an Intermodal Transit Center on the U.S. 19 Corridor.
- Completion of trail alignment alternatives studies in coordination with transit routes/facilities to facilitate crossmodal transfers (Ongoing).

**Responsible Agency:** MPO, Consultant
EXHIBIT B
Schedule of Financial Assistance

Refer to Attached UPWP
### Year 1 - Estimated Budget Detail for Fiscal Year 2018/19

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>FHWA (PL)</th>
<th>FWA</th>
<th>FTA 5305(d)</th>
<th>FTA State Match</th>
<th>FTA Local Match</th>
<th>FTA 5307</th>
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**Total:** $250,000 $284,652 $35,582 $35,582 $605,816
### Task 5.2  Long Range Transportation Plan (LRTP) Coordination and Update (continued)

#### ESTIMATED BUDGET TABLE YEAR 2

**Year 2 - Estimated Budget Detail for Fiscal Year 2019/20**

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<th>Budget Category Description</th>
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### Task 6.1 Public Transportation Planning

(continued)

### ESTIMATED BUDGET TABLE YEAR 1

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<th>Budget Category Description</th>
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### ESTIMATED BUDGET TABLE YEAR 2

#### Year 2 - Estimated Budget Detail for Fiscal Year 2019/20

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<th>Budget Category</th>
<th>Budget Category Description</th>
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<td>Contract/Consultant Services</td>
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</tbody>
</table>
EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED
A RESOLUTION BY THE PASCO COUNTY METROPOLITAN PLANNING ORGANIZATION AUTHORIZING EXECUTION OF THE SECTION 5305 (d) JOINT PARTICIPATION AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, FOR FUNDING OF TRANSIT RELATED PLANNING ACTIVITIES.

WHEREAS, the Pasco County Metropolitan Planning Organization (MPO) and the Florida Department of Transportation (FDOT) would like to enter into a Joint Participation Agreement to fund certain transit related planning activities by the Pasco County Metropolitan Planning Organization; and

WHEREAS, the said funds are from the 2018-19 Section 5305 (d) Federal Transit Administration and the Florida Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the Pasco County Metropolitan Planning Organization, in regular session duly assembled, that the Chairman is hereby authorized to execute a Joint Participation Agreement that provides Federal and State funding to the Pasco County Metropolitan Planning Organization to support the transit planning program in accordance with the MPO’s adopted Unified Planning Work Program (UPWP).

DONE AND RESOLVED this 9th day of May, 2019.

(SEAL)

PASCO COUNTY METROPOLITAN PLANNING ORGANIZATION, PASCO COUNTY, FLORIDA

ATTEST:

PAULA S. O'NEIL, Ph.D., CLERK AND COMPTROLLER

CHAIRMAN

APPROVED AS TO LEGAL FORM AND SUFFICIENCY
Office of the County Attorney

BY: ____________________________

ATTORNEY

mpo/section5305 (d)/dot_reso_fy2018-19
This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Conformance with Enabling Legislation.** This Agreement is in conformance with Section 5305(d) of the Federal Transit Act (49 U.S.C. 5305(d)) and Chapter 341, F.S.

2. **Adherence to Certifications and Assurances.** The Agency 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 5305(d) funds.

3. **Adherence to Federal Planning Requirements.** The Agency 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).

4. **FTA Compliance.** The Agency 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 cannot be charged to the grant. Costs incurred by the Agency to prepare and file an application are not eligible Project costs.

5. **Formula Information.** This program is authorized under 49 U.S.C., Sections 5305, and USDOT, FTA Circular C 8100.1C, *Program Guidance and Application Instructions for Metropolitan Planning Program Grants*, dated September 1, 2008, as amended. The Intermodal Surface Transportation Efficiency Act of 1991, as amended (ISTEA) has divided Metropolitan Planning Program (MPP) authorizations into two categories: 80 percent is designated for basic MPP work, with the remaining 20 percent designated for supplemental assistance. FTA combines both the basic and supplemental MPP assistance for each state when FTA publishes its annual apportionment notice in the Federal Register. The ISTEA also prescribes different formulas for apportioning and allocating basic and supplemental MPP assistance, as described below:

   a) **Basic MPP Assistance.**
      1) FTA apports 80 percent of the available MPP assistance to the states, based on the ratio equal to the population in each state’s urbanized areas divided by the total population in urbanized areas in all the states, as shown by the latest available decennial census prepared by the U.S. Bureau of the Census. If necessary, FTA is required to make adjustments to that formula to assure that each state is apportioned a minimum amount of .5 percent of this 80 percent basic assistance.
      2) Each state must then allocate its MPP assistance to its MPOs consistent with the FTA-approved formula the state has developed with its MPOs.

   b) **Supplemental MPP Assistance.**
      1) FTA then apports the remaining 20 percent of the MPP assistance to the states to supplement costs experienced by MPOs in carrying out MPP activities. FTA's administrative formula for apportioning the remaining 20 percent focuses on the planning needs of the larger, more complex metropolitan areas.
2) The state must then allocate this supplemental MPP assistance consistent with a formula reflecting the additional costs its MPOs have experienced in carrying out the requisite planning, programming, and work selection necessary for the metropolitan area to comply with the various Federal transportation requirements.

Note particularly, that states must allocate to each of its MPOs at least as much MPP assistance as that MPO received in Federal fiscal year 1991. The Department uses the federally published allocations to program and make available the funding under the Section 5303 program to local agencies. The State program procedures Topic no. 725-030-040, Section 5303 Program, require the Districts to use the same federal allocations when preparing agreements with local agencies.

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

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

1. Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

2. Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

3. Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

4. Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

5. In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

6. Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.
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**: $163,056
- **Awarding Agency**: Florida Department of Transportation
- **Indirect Cost Rate**: No
- **Award is for R&D**: No

*The federal award amount may change with amendments
**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

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

- Title 23 – Highways, United States Code
  http://uscode.house.gov/browse.xhtml
- Title 49 – Transportation, United States Code
  http://uscode.house.gov/browse.xhtml
- MAP-21 – Moving Ahead for Progress in the 21st Century, P.L. 112-141
  www.dot.gov/map21
- Federal Highway Administration – Florida Division
  www.fhwa.dot.gov/fldiv
- Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
  www.fsrs.gov
AGENDA NO: V-B
DATE: May 6, 2019
COMMITTEE: TAC Members
STAFF: MPO Staff
SUBJECT: Fiscal Year 2019-20 UPWP Amendment - PL Funds Carryover from FY 2017-18
ACTION: Review and Approve

SUMMARY
The Unified Planning Work (UPWP) (aka MPO Budget) for the Pasco County MPO documents all transportation planning activities planned to occur during the Fiscal Years 2018/19 through FY 2019/20 (July 1, 2018 to June 30, 2020). The document is required to span two fiscal years and is a statement of work to be performed, identifying planning priorities and activities to be carried out by the MPO staff. The MPO staff is amending the second year to update and increase the PL Funding allocation in FY 2019-20 by $358,647 (carryover from 2017-18). In accordance with the MPO’s Public Participation Plan (PPP), the MPO had initiated a public comment period on the UPWP amendment. The MPO Board will also provide an opportunity for public comment at their regularly scheduled May 9, 2019 prior to approval of the UPWP amendment.

RECOMMENDATION:
Review and approve UPWP amendment to carry over PL Funds from FY 2017-18 to FY 2019-20

ATTACHMENT(S)
1) UPWP Amendment Budget tables- Originals
2) UPWP Amendment Budget tables- Proposed
3) Public Hearing Notice
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<th>PASCO MPO</th>
<th>FHWA</th>
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| Task 2.0 OUTREACH AND PUBLIC PARTICIPATION | $95,000 | $17,167 | $95,000 | $20,000 |

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| Task 4.0 TRANSPORTATION IMPROVEMENT PROGRAM | $40,000 | $7,228 | $40,000 |

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| Total                    | $1,022,413 | $139,714 | $181,136 | $17,464 | $17,464 | $29,962 | $1,227,017 | $235,000 |

The FHWA funds include a carryover amount of $358,647 from FY 2017-18 ($663,766 + $358,647 = $1,022,413)
### Table 2 - Proposed

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The FHWA funds include a carryover amount of $358,647 from FY 2017-18 ($663,766 + $358,647 = $1,022,413)
PUBLIC NOTICE

PASCO COUNTY METROPOLITAN PLANNING ORGANIZATION (MPO) REQUEST FOR PUBLIC COMMENTS ON AMENDMENT TO ADD CARRYOVER PL FUNDS ($ 358,647 FROM FY 2017-18 TO FY 2019-20) IN THE UNIFIED PLANNING WORK PROGRAM FOR FISCAL YEAR 2019-20

The Pasco County MPO, is the Countywide transportation planning agency responsible for maintaining a countywide transportation planning program is seeking public comments and input on proposed amendment to the adopted Unified Planning Work Program (UPWP). Pursuant to Federal Regulations and Florida Statutes, the UPWP presents a two-year (biennial) work program of that identifies the transportation planning budget which allocates Federal, State and local funding to specific multimodal transportation planning activities, products and related programs. The current biennial UPWP covers Fiscal Years (FY) 2018-19 through FY 2019-20.

The MPO is proposing an amendment to year two (FY 2019-20) of the UPWP. The amendment includes the carry over of additional Planning (PL) funds of $ 358,647 from FY 2017-18 with associated tasks, and end products. In accordance with the MPO's Public Participation Plan and in compliance with Federal law and applicable Florida Statutes, a public notice is being provided to provide input on the amended UPWP that ends on May 9, 2019. The final amendment to the UPWP for FY 2019-20 is scheduled for approval by the MPO Board at their regularly scheduled meeting on May 09, 2019, at 10:00 a.m. in the West Pasco Government Center, First Floor - Board Room, 8731 Citizens Drive, New Port Richey, Florida, 34654. The UPWP amendments may be viewed on the MPO's website at www.pascompo.net under "Public Hearings/Notices" beginning on May 3, 2019.
Persons wishing further information or needing a copy of the proposed FY 2019-20 UPWP amendments may call the MPO at (727) 847-8140. Written comments regarding the UPWP amendments may be addressed to Pasco County MPO, West Pasco Government Center, 8731 Citizens Drive, Suite 320, New Port Richey, Florida 34654, or e-mail comments to mpocomments@pascocountyfl.net.

If you are a person who needs translation services, Pasco County MPO will take reasonable steps at no cost to you to allow participation in this proceeding. At least seven days prior to the meeting, please contact the MPO, West Pasco Government Center, 8731 Citizens Drive, New Port Richey, Florida 34654-5598. The Board Room in New Port Richey is served by Pasco County Public Transportation (PCPT) Routes 14, 21, and 23. To obtain bus schedules or further information, contact PCPT at (727) 834-3322 (West Pasco), (352) 521-4587 (East Pasco), or go online at www.ridepcpt.com. Individuals unable to access a PCPT bus to attend the meeting may contact PCPT at least five days prior to the public hearing to find out if they qualify for alternative transportation service.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Within five working days of receipt of this notice, please contact the Personnel Department, West Pasco Government Center, 8731 Citizens Drive, New Port Richey, Florida 34654-5598; (727) 847-8030 (V) in New Port Richey; (352) 523-2411, Extension 8030 (V), in Dade City; (813) 996-2411, Extension 8030 (V), in Land O’ Lakes; or via (727) 847-8949 if you are hearing impaired.

In accordance with Title VI of the Civil Rights Act of 1964 and other nondiscrimination laws, public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, familial, or income status. It is a priority of the MPO that all citizens of Pasco County are given the opportunity to participate in the transportation planning process including low-income individuals, the elderly persons with disabilities, and persons with limited English proficiency. You may contact the MPO’s Title VI Specialist at (727) 847-8140 if you have any discrimination complaints.
AGENDA NO: V-C  
DATE: May 6, 2019  
COMMITTEE: TAC Members  
FROM: MPO Staff  
SUBJECT: MPO18-003 – AECOM Time Extension  
ACTION: Review and Approve

SUMMARY
On February 9, 2017, the MPO Board approved an Agreement with AECOM to provide an update of the Public Participation Plan (PPP) and development of the Public Involvement Plan (PIP) for the 2045 Long Range Transportation Plan (LRTP). MPO staff is recommending that the contract be extended under the same terms and conditions upon which the original contract is predicated in accordance with the terms of the original Agreement to continue with a time extension amendment through June 30, 2019.

RECOMMENDED ACTION (S)
The CAC members to review and approve the GPC contract extension.

ATTACHMENT(S)
1. Letter requesting the time extension for MPO18-003 from AECOM.
April 24, 2019

Mr. John Villeneuve  
Transportation Planning Manager/MPO Director,  
Pasco County Metropolitan Planning Organization  
West Pasco Government Center  
8731 Citizens Drive  
New Port Richey, FL 34654


AECOM is requesting a time extension to June 30, 2019 for the above referenced project. No additional funding is required.

The project had an initial completion date of April 30, 2019 to conduct outreach messaging and provide information to the MPO Board regarding the 2045 Mobility Pasco LRTP outreach process. The AECOM team has been supporting this task successfully, but the MPO has requested an additional outreach presentation at the May 2019 MPO Board to support the 2045 LRTP process. The AECOM team is available to meet this request.

AECOM is requesting an extension of time only for this project. No additional funding is required.

Thank you for your consideration of this extension request.

Respectfully,

Kasey C. Cursey, AICP  
Contract Manager for the Pasco County MPO General Planning Contract

CC: Paras Hatzileris (Pasco County MPO Administration)  
Manny Lajmiri (Pasco County MPO Senior Planner)
AGENDA NO: V-D
DATE: May 6, 2019
COMMITTEE: TAC Members
STAFF: MPO Staff
SUBJECT: Tindale Oliver- MPO18-008 Time Extension Request
ACTION: Review and Approve

SUMMARY

This is a request from the MPO’s GPC, Tindale-Oliver to extend the existing Socioeconomic Data scope (MPO18-008) to June 30, 2019. The effort to date has included coordination with the MPO’s regional and local planning partners in developing scenario forecasts of future population and employment. We have finalized the development of the 2045 countywide allocation of population and employment. These projections have been submitted to FDOT for use in the travel demand model used for the MPO’s 2045 Long Range Transportation Plan. The GPC is requesting this extension through the end of June 2019 to ensure sufficient time for completion of the analysis and documentation as well as the training aspect of this task.

RECOMMENDATION:

The MPO Board to review and approve the GPC’s task time extension request

ATTACHMENT(S)

1. Tindale-Oliver’s request letter for the time extension
April 24, 2019

Mr. John Villeneuve
MPO Director
Pasco County Metropolitan Planning Organization (MPO)
7530 Little Road
New Port Richey, FL 34654

Re: MPO18-008, 2045 Long Range Transportation Plan Socioeconomic Data Development Time Extension

Mr. Villeneuve,

This is a request to extend the existing Socioeconomic Data scope to June 30, 2019. Our effort to date has included coordination with the MPO’s regional and local planning partners in developing scenario forecasts of future population and employment. We have finalized development of the 2045 countywide allocation of population and employment. These projections have been submitted to FDOT for use in the travel demand model used for the MPO’s 2045 Long Range Transportation Plan.

The MPO has used the CommunityViz model for developing the forecast and allocation of future growth. This task will conclude with a training of staff on the use of this allocation tool.

We are requesting this extension through the end of June to ensure sufficient time for completion of the documentation and staff training. If you have any questions regarding this request, please contact me at (813) 224-8862.

Sincerely,

Wally Blain, AICP
Senior Project Manager

P:\Client 0100-0199\0119 Pasco County MPO\0119091-07.18 2045 LRTP SE Data\Admin\Contracts\Extension Letter.docx
AGENDA NO: V-E  
DATE: May 6, 2019  
COMMITTEE: TAC Members  
STAFF: MPO Staff  
SUBJECT: CAC Member Reappointment  
ACTION: Review and Approve

SUMMARY

The Pasco County MPO created the CAC to serve as a review and advisory body to the MPO in the comprehensive, cooperative, and continuing transportation planning process. The CAC was created to allow citizen participation in the ongoing transportation planning process as required by the Code of Federal Regulation (CFR), Title 23, Chapter 1, Part 450, Subpart A, section 450.120, which requires the provision of public participation within the transportation planning process. The purpose of the CAC is to provide a vehicle by which public input can be solicited from the citizens of Pasco County, and to recommend and advise the MPO by reviewing, reacting to, and providing comment on the multimodal transportation planning issues and needs.

At this time, due to the resignation of Ms. Christie Zimmer, staff recommends that her alternative Ms. Sandi Graves be moved to serve as the primary member for the At-Large position

RECOMMENDATION:

MPO staff is requesting approval to appoint Ms. Sandy Graves as the primary member for the At-Large position

ATTACHMENT(S)

None