



Meeting Packet
October 3, 2016, 3:00 p.m.



**Metropolitan Transportation Planning Organization
for the Gainesville Urbanized Area**



Serving
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2008 NW 67th Place, Gainesville, FL 32653-1603 • 352.955.2200

September 26, 2016

TO: Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area

FROM: Helen K. Warren, Chair

SUBJECT: Meeting Announcement

The Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area will meet on **Monday, October 3, 2016 at 3:00 p.m.** This meeting will be held in the **Jack Durrance Auditorium, Alachua County Administration Building,** Gainesville, Florida.

Attached are copies of the meeting agenda.

If you have any questions concerning this matter, please contact Scott Koons, AICP, Executive Director, at 352.955.2200.

Attachments

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2009 NW 67th Place, Gainesville, FL 32653-1803 • 352.955.2200

AGENDA
METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION
FOR THE GAINESVILLE URBANIZED AREA

Jack Durrance Auditorium
Alachua County Administration Building, Gainesville, Florida

Monday, 3:00 p.m.
October 3, 2016

STAFF RECOMMENDATION

Page #3

**I. Approval of the Meeting Agenda
and Consent Agenda Items**

APPROVE BOTH AGENDAS

The Metropolitan Transportation Planning Organization needs to approve the meeting agenda and the consent agenda items.

Page #131

II. Transportation Improvement Program Amendment

**APPROVE STAFF
RECOMMENDATION**

The Florida Department of Transportation has requested an amendment to the Transportation Improvement Program in order to add the Tower Road Bike Path/Trail Project to Fiscal Year 2016-17.

Page #139

III. Interstate 75 Relief Task Force

RECEIVE PRESENTATION

The Florida Department of Transportation requested an opportunity to present the Interstate 75 Relief Task Force recommendations.

Page #155

IV. West Newberry Road (State Road 26) Bikelanes

NO ACTION REQUIRED

At its August 1, 2016 meeting, the Metropolitan Transportation Planning Organization discussed the replacement of onstreet parking with designated bikelanes on West Newberry Road (State Road 26) and moved to continue this discussion at the October 3, 2016 meeting.

**Back
Cover**

**V. Next Metropolitan Transportation
Planning Organization Meeting**

NO ACTION REQUIRED

The next Metropolitan Transportation Planning Organization meeting is scheduled for December 5, 2016 at 5:00 p.m.

VI. Comments

- A. Metropolitan Transportation Planning Organization Members*
- B. Citizens Comments*
- C. Chair's Report*

If you have any questions, please contact Scott Koons, AICP, Executive Director, at 352.955.2200.

*No backup material included with the attached agenda material.



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2008 NW 87th Place, Gainesville, FL 32653-1603 • 352.955.2200

**CONSENT AGENDA
METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION
FOR THE GAINESVILLE URBANIZED AREA**

**Jack Durrance Auditorium
Alachua County Administration Building, Gainesville Florida**

**Monday, 3:00 p.m.
October 3, 2016**

STAFF RECOMMENDATION

- Page #7 CA. 1 Minutes- August 1, 2016 APPROVE MINUTES**
- This set of Metropolitan Transportation Planning Organization minutes is ready for review.
- Page #17 CA. 2 Selection of Auditor for Fiscal Year 2015-16, Fiscal Year 2016-17 and Fiscal Year 2017-18 APPROVE AUDIT COMMITTEE RECOMMENDATION**
- The recommended auditor for the next three years is Powell and Jones, Certified Public Accountants.
- Page #19 CA. 3 Engagement Letter for Fiscal Year 2015-16 Audit APPROVE AUDIT COMMITTEE RECOMMENDATION**
- The audit this year will be prepared by Powell and Jones, Certified Public Accountants.
- Page #29 CA. 4 Proposed Amended Budget for Fiscal Year 2015-16 APPROVE STAFF RECOMMENDATION**
- This budget will allow staff to monitor Metropolitan Transportation Planning Organization expenditures and make appropriate adjustments as needed.
- Page #33 CA. 5 Staff Services Agreement Amendment APPROVE STAFF RECOMMENDATION**
- The Metropolitan Transportation Planning Organization needs to amend its agreement for staff services with the North Central Florida Regional Planning Council to reference the recently executed Joint Participation Agreement with the Florida Department of Transportation.

Page #47	CA. 6	Florida Department of Transportation Section 5305(d) Joint Participation Agreement	APPROVE STAFF RECOMMENDATION
		<u>The Metropolitan Transportation Planning Organization needs to approve a new Section 5305(d) Joint Participation Agreement with Florida Department of Transportation that coincides with the amended Unified Planning Work Program funding.</u>	
Page #73	CA. 7	Metropolitan Transportation Planning Organization Travel Policy	APPROVE STAFF RECOMMENDATION
		<u>The Metropolitan Transportation Planning Organization Travel Policy needs to be approved.</u>	
Page #79	CA. 8	Plan East Gainesville Subcommittee Sunset	ACCEPT MEETING SUMMARY
		<u>The Plan East Gainesville Subcommittee held its final meeting on August 1, 2016.</u>	
Page #85	CA. 9	Transportation Alternatives Program - 2016 Application Notice	NO ACTION REQUIRED
		<u>The Florida Department of Transportation has released the Transportation Alternatives Program application notice which has a December 9, 2016 deadline.</u>	
Page #97	CA. 10	Safe Routes to School Program 2016 Application Notice	NO ACTION REQUIRED
		<u>The Florida Department of Transportation has released its Safe Routes to School application notice which has a December 30, 2016 deadline.</u>	
Page #103	CA. 11	Archer Road (State Road 24) Projects Coordination - Florida Department of Transportation Response	NO ACTION REQUIRED
		<u>The Florida Department of Transportation has responded to the Metropolitan Transportation Planning Organization letter regarding the coordination of several projects on Archer Road near the University of Florida.</u>	
Page #107	CA. 12.	All Aboard Florida	NO ACTION REQUIRED
		<u>The Metropolitan Transportation Planning Organization requested information from All Aboard Florida concerning intercity rail passenger service.</u>	
Page #119	CA. 13	Transportation Disadvantaged Program- Status Report	NO ACTION REQUIRED
		<u>The Metropolitan Transportation Planning Organization has asked for regular status reports concerning this program.</u>	

Consent

Agenda

Enclosures

MINUTES
METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION
FOR THE GAINESVILLE URBANIZED AREA

Jack Durrance Auditorium
Alachua County Administration Building
Gainesville, Florida

3:00 p.m.
Monday
August 1, 2016

MEMBERS PRESENT

Helen Warren, Chair
Harvey Budd
Mike Byerly
Todd Chase
Charles Chestnut, IV
Ken Cornell
Charles Goston
Adrian Hayes-Santos
Robert Hutchinson
Lee Pinkoson
Lauren Poe
James Green/Greg Evans

MEMBERS ABSENT

Craig Carter
Curtis Reynolds
Rural Advisor- Vacant

OTHERS PRESENT

See Exhibit A

STAFF PRESENT

Scott Koons
Michael Escalante

CALL TO ORDER

Chair Helen Warren called the meeting to order at 3:18 p.m.

I. APPROVAL OF THE MEETING AGENDA AND CONSENT AGENDA

Chair Warren asked for approval of the meeting agenda and consent agenda.

MOTION: Commissioner Budd moved to approve the Consent Agenda. Commissioner Pinkoson seconded; motion passed unanimously.

MOTION: Commissioner Budd moved to approve the Meeting Agenda. Commissioner Goston seconded; motion passed unanimously.

II. TRANSPORTATION IMPROVEMENT PROGRAM AMENDMENT
ROLL FORWARD PROJECTS

Mr. Koons stated that the Florida Department of Transportation has requested amendments to the Transportation Improvement Program to roll forward several projects. He reported that preliminary engineering funding will be rolled forward to Fiscal Year 2016-17 for two Traffic Signal Update projects on Newberry Road and for the Interstate 75 Rest Area Heating Ventilation Air Conditioning project. He also reported that \$2 million in transit capital funding and \$88,000 in construction for the Airport Lighting Rehabilitation project will also be rolled forward to Fiscal Year 2016-17.

MOTION: Commissioner Byerly moved to approve the roll forward projects identified in Exhibit 1. Commissioner Goston seconded. Mr. Koons conducted a show-of-hands vote; motion passed unanimously.

III. NEXT METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION MEETING

Mr. Koons announced that the next Metropolitan Transportation Planning Organization meeting is scheduled for October 3, 2016 at 3:00 p.m.

IV. COMMENTS

A. METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION MEMBERS

A member discussed Brightline and All Aboard Florida expansion between Orlando and Jacksonville.

A member discussed and asked for backup material for high speed rail prior to any endorsement of All Aboard Florida activities.

MOTION: Commissioner Hayes-Santos moved to authorize the Chair to send a letter to All Aboard Florida to open up discussion regarding its expansion from Orlando to Jacksonville and receive materials regarding costs, feasibility, service and intent. Commissioner Goston seconded; motion passed unanimously.

A member discussed West Newberry Road (State Road 26) bicycle lane facilities.

Mr. Koons stated that this issue was discussed in the June 27, 2016 Comments agenda item. He said that County staff was available to provide an update.

Jeffrey Hays, Alachua County Transportation Planning Manager, discussed the West Newberry Road (State Road 26) bicycle lane facilities issues related to the Florida Department of Transportation Newberry Road resurfacing project and answered questions.

Teresa Scott, Gainesville Public Works Director, also discussed the West Newberry Road (State Road 26) bicycle lane facilities issues within the City limits. She noted that City staff would contact the Florida Department of Transportation regarding the portion of West Newberry Road (State Road 26) within the City limits.

A member suggested that local businesses using the onstreet parking should be contacted.

MOTION: Mayor Poe moved to agenda West Newberry Road (State Roads 26) bicycle lane facilities for the October 3, 2016 meeting. Commissioner Byerly seconded; motion passed unanimously.

B. CITIZENS

Mark Sexton discussed his concerns regarding heavy equipment using the West Hills Subdivision roads to access a staging area for the West Newberry Road (State Road 26) resurfacing project.

A member stated that this matter could be referred to the Alachua County Public Works Department.

C. CHAIR'S REPORT

Mr. Koons announced that the final Plan East Gainesville Subcommittee meeting would be held in the Grace Knight Conference Room immediately following the conclusion of the Alachua County Board of County Commissioners special meeting to be held immediately following the conclusion of the August 1, 2016 Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area meeting. He noted the names of the Subcommittee members.

ADJOURNMENT

The meeting was adjourned at 3:35 p.m.

Date

Todd Chase, Secretary-Treasurer

EXHIBIT A

<u>Interested Citizens</u>	<u>Alachua County</u>	<u>City of Gainesville</u>	<u>Florida Department of Transportation</u>
Vicki Gervickas	Jeffrey Hays	Dekova Batey	None
Alan Penska	Steven Lachnicht	Michael Beard	
	Michele Lieberman	Jesus Gomez	
	Mark Sexton	Malcolm Kiner	
		Teresa Scott	

* By telephone

Spoke and provided written comments

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**CONSENT AGENDA
METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION
FOR THE GAINESVILLE URBANIZED AREA**

**Jack Durrance Auditorium
Alachua County Administration Building
Gainesville, Florida**

**Monday, 3:00 p.m.
August 1, 2016**

STAFF RECOMMENDATION

- Page #7 CA. 1 Minutes- June 27, 2016 APPROVE MINUTES**
- The Metropolitan Transportation Planning Organization needs to review and approve this set of minutes.
- Page #15 CA. 2 Supplemental Joint Participation Agreement Number 3 - Extension of Time Request APPROVE STAFF RECOMMENDATION**
- The Florida Department of Transportation has provided an opportunity to the Metropolitan Transportation Planning Organization to extend the Agreement to December 31, 2016 in order to appropriately incur and invoice for reimbursement of eligible expenses.
- Page #29 CA. 3 Florida Department of Transportation Responses to Questions NO ACTION REQUIRED**
- The Florida Department of Transportation has responded to questions asked by the Metropolitan Transportation Planning Organization concerning State Road 121 (West 34th Street), State Roads 24 (Waldo Road) and State Road 222 (NE 39th Avenue).
- Page #35 CA. 4 Safe Routes to School Update NO ACTION REQUIRED**
- The Florida Department of Transportation has awarded the Metcalfe Elementary School Safe Routes to School Grant and released the new application calendar.
- Page #43 CA. 5 Transportation Disadvantaged Program - Mobility Enhancement Grant NO ACTION REQUIRED**
- MV Transportation, Inc. was awarded a Mobility Enhancement Grant to provide reduced fare bus passes to the homeless for one year.

**Page #145 CA. 6 Transportation Disadvantaged Program -
Status Report**

NO ACTION REQUIRED

The Metropolitan Transportation Planning Organization has asked for regular status reports concerning this program.

EXHIBIT 1

PAGE 2
GAINESVILLE MTP0

FLORIDA DEPARTMENT OF TRANSPORTATION OFFICE OF WORK PROGRAM MPO ROLLFORWARD REPORT

DATE RUN: 07/01/2016
TIME RUN: 14.51.11
MBRMPOTP

***** HIGHWAYS *****

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT									
TALN	0	0	0	24,548	0	0	0	24,548	
TALT	0	0	0	10,140	0	0	0	10,140	
TOTAL 433990 1	0	100,500	24,427	34,688	0	0	0	159,615	
TOTAL PROJECT:	0	100,500	24,427	34,688	0	0	0	159,615	

ITEM NUMBER:434382 1		PROJECT DESCRIPTION:SR 26 (NEWBERRY RD) AT NW 98TH STREET					*SIS*	
DISTRICT:02		COUNTY:ALACHUA					TYPE OF WORK:TRAFFIC SIGNAL UPDATE	
ROADWAY ID:26070000		PROJECT LENGTH: .008MI					LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0	

FUND CODE	LESS THAN 2017	2017	2018	2019	2020	2021	GREATER THAN 2021	ALL YEARS
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT								
DIH	0	2,600	0	0	0	0	0	2,600
TOTAL 434382 1	0	2,600	0	0	0	0	0	2,600
TOTAL PROJECT:	0	2,600	0	0	0	0	0	2,600

ITEM NUMBER:434395 1		PROJECT DESCRIPTION:SR 26 (NEWBERRY RD) AT NW 55TH TERRACE					*NON-SIS*	
DISTRICT:02		COUNTY:ALACHUA					TYPE OF WORK:TRAFFIC SIGNAL UPDATE	
ROADWAY ID:26070000		PROJECT LENGTH: .004MI					LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0	

FUND CODE	LESS THAN 2017	2017	2018	2019	2020	2021	GREATER THAN 2021	ALL YEARS
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT								
DIH	0	2,201	0	0	0	0	0	2,201
TOTAL 434395 1	0	2,201	0	0	0	0	0	2,201
TOTAL PROJECT:	0	2,201	0	0	0	0	0	2,201

ITEM NUMBER:438604 1		PROJECT DESCRIPTION:I-75 ALACHUA CO HVAC E BOUND & W BOUND REST AREA IMPROVEMENT					*SIS*	
DISTRICT:02		COUNTY:ALACHUA					TYPE OF WORK:REST AREA	
ROADWAY ID:26260009		PROJECT LENGTH: .514MI					LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0	

FUND CODE	LESS THAN 2017	2017	2018	2019	2020	2021	GREATER THAN 2021	ALL YEARS
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT								
DIH	0	4,485	0	0	0	0	0	4,485
DRA	0	69,000	0	0	0	0	0	69,000
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT								
DIH	0	40,779	0	0	0	0	0	40,779
DRA	0	298,000	0	0	0	0	0	298,000
TOTAL 438604 1	0	412,264	0	0	0	0	0	412,264
TOTAL PROJECT:	0	412,264	0	0	0	0	0	412,264
TOTAL DIST: 02	412,676	598,910	52,858	34,688	0	0	0	1,099,132
TOTAL HIGHWAYS	412,676	598,910	52,858	34,688	0	0	0	1,099,132

FLORIDA DEPARTMENT OF TRANSPORTATION
OFFICE OF WORK PROGRAM
MPO ROLLFORWARD REPORT

DATE RUN: 07/01/2016
TIME RUN: 14.51.11
MBRMPOTP

AVIATION

ITEM NUMBER:436408 1
DISTRICT:02
ROADWAY ID:

PROJECT DESCRIPTION:GAINESVILLE REG APT DESIGN &CONST AIRFIELD LTG & SIGNAGE REHAB PFL9868
COUNTY:ALACHUA
PROJECT LENGTH: .000

SIS
TYPE OF WORK:AVIATION PRESERVATION PROJECT
LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE	LESS THAN 2017	2017	2018	2019	2020	2021	GREATER THAN 2021	ALL YEARS
PHASE: CAPITAL / RESPONSIBLE AGENCY: RESPONSIBLE AGENCY NOT AVAILABLE								
FAA	0	1,627,650	0	0	0	0	0	1,627,650
LF	0	90,425	0	0	0	0	0	90,425
TOTAL 436408 1	0	1,718,075	0	0	0	0	0	1,718,075
TOTAL PROJECT:	0	1,718,075	0	0	0	0	0	1,718,075
TOTAL DIST: 02	0	1,718,075	0	0	0	0	0	1,718,075
TOTAL AVIATION	0	1,718,075	0	0	0	0	0	1,718,075

FLORIDA DEPARTMENT OF TRANSPORTATION
OFFICE OF WORK PROGRAM
MPO ROLLFORWARD REPORT

DATE RUN: 07/01/2016
TIME RUN: 14.51.11
MBRMPOTP

TRANSIT

ITEM NUMBER:404026 1
DISTRICT:02
ROADWAY ID:

PROJECT DESCRIPTION:GAINESVILLE RTS SEC 5307 FORMULA GRANT MISC CAPITAL PURCHASES
COUNTY:ALACHUA
PROJECT LENGTH: .000


NON-SIS
TYPE OF WORK:CAPITAL FOR FIXED ROUTE
LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE	LESS THAN 2017	2017	2018	2019	2020	2021	GREATER THAN 2021	ALL YEARS
PHASE: CAPITAL / RESPONSIBLE AGENCY: MANAGED BY GAINESVILLE								
FTA	4,700,000	4,500,000	2,500,000	2,500,000	2,500,000	2,500,000	0	19,200,000
LF	1,175,000	1,125,000	625,000	625,000	625,000	625,000	0	4,800,000
TOTAL 404026 1	5,875,000	5,625,000	3,125,000	3,125,000	3,125,000	3,125,000	0	24,000,000
TOTAL PROJECT:	5,875,000	5,625,000	3,125,000	3,125,000	3,125,000	3,125,000	0	24,000,000
TOTAL DIST: 02	5,875,000	5,625,000	3,125,000	3,125,000	3,125,000	3,125,000	0	24,000,000
TOTAL TRANSIT	5,875,000	5,625,000	3,125,000	3,125,000	3,125,000	3,125,000	0	24,000,000
GRAND TOTAL	6,287,676	7,941,985	3,177,858	3,159,688	3,125,000	3,125,000	0	26,817,207



September 26, 2016

TO: Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area

FROM: Scott R. Koons, AICP, Executive Director 

SUBJECT: Selection of Auditor for Fiscal Year 2015-16, Fiscal Year 2016-17 and Fiscal Year 2017-18

STAFF RECOMMENDATION

Approve the selection of the auditing firm of Powell and Jones, Certified Public Accountants, of Lake City to conduct the Fiscal Year 2015-16, Fiscal Year 2016-17 and Fiscal Year 2017-18 audits of the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area, as recommended by the North Central Florida Regional Planning Council Audit Committee, with the understanding that this selection is for a three-year period unless the Metropolitan Transportation Planning Organization determines that the service being rendered is unsatisfactory.

BACKGROUND:

At its July 22, 2016 meeting, the North Central Florida Regional Planning Council authorized its Audit Committee to conduct a search for an auditing firm to recommend to the Council. One member of the Council Audit Committee was appointed to represent the Metropolitan Transportation Planning Organization since that organization has traditionally engaged the same firm to conduct its audit. The Council Audit Committee was also instructed to conduct the search with the understanding that the firm selected would be engaged for a three-year period unless the Metropolitan Transportation Planning Organization determines that the service being rendered is unsatisfactory.

As instructed, the Council Audit Committee accepted statements of qualifications through August 15, 2016. The Council Audit Committee met on August 26, 2016 and evaluated two firms that submitted expressions of interest, and ranked them, as follows:

1. Powell & Jones Certified Public Accountants
2. Carr, Riggs & Ingram, LLC


If you have any questions concerning this matter, please do not hesitate to contact me.

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September 26, 2016

TO: Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area

FROM: Scott R. Koons, AICP, Executive Director 

SUBJECT: Engagement Letter for Fiscal Year 2015-16 Audit

STAFF RECOMMENDATION

Authorize the Chair to execute an engagement letter with the auditing firm of Powell and Jones, Certified Public Accountants of Lake City to conduct the Fiscal Year 2015-16 Audit of the accounts of the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area.

BACKGROUND:

The North Central Florida Regional Planning Council Audit Committee met with Richard Powell of Powell and Jones, Certified Public Accountants at the Council offices on September 15, 2016, at which time they discussed with the auditor the methodology to be employed, the staff capability, experience of the firm with similar audits, and the fee that would be charged. Subsequent to these discussions, the Council Audit Committee recommended that the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area authorize its Chair to execute an engagement letter with Powell and Jones, Certified Public Accountants, to conduct the Fiscal Year 2015-16 Audit.

Please find attached a summary of the proposal made by Powell and Jones, Certified Public Accountants (Exhibit 1). Please note that page 7 of Exhibit 1 shows a \$6,600 fee to be charged for the Fiscal Year 2015-16 Audit.

If you have any questions concerning this matter, please do not hesitate to contact me.

Attachment

t:\scott\sk17\mtpo\memo\audit-engage_2016.docx

EXHIBIT 1



Powell & Jones
Certified Public Accountants

Richard C. Powell, Jr., CPA
Marian Jones Powell, CPA

1359 S.W. Main Blvd.
Lake City, Florida 32025
386 / 755-4200
Fax: 386 / 719-5504
admin@powellandjonescpa.com

September 3, 2016

To the Board of Directors and Management

Metropolitan Transportation Planning Organization
For the Gainesville Urbanized Area
2009 N.W. 67th Place, Suite A
Gainesville, FL 32653-1603

We are pleased to confirm our understanding of the services we are to provide Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area for the year ended September 30, 2016. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area as of and for the year ended September 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Expenditures of Federal Awards and State Financial Assistance

We have also been engaged to report on supplementary information other than RSI that accompanies Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 3) Schedule of Expenditures of Federal Awards and State Financial Assistance

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and the Board of Director of Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation

of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area's major programs. The purpose of these procedures will be to express an opinion on Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of

expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on September 30, 2016.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4)

you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Powell and Jones, CPA and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Powell and Jones, CPA's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a federal agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

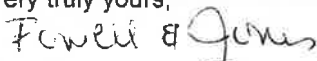
We expect to begin our audit on approximately January 15, 2017, and to issue our reports no later than April 1, 2017 unless extended by the Organization. Richard C. Powell, Jr. is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Terms for fees, time frames for audits and renewals are contained in our separate "Proposal for Audit Services". The fee for the current year audit will be \$_____.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of our contract. Our 2014 peer review report is available upon request.

We appreciate the opportunity to be of service to Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,


Powell and Jones, CPAs

RESPONSE:

This letter correctly sets forth the understanding of Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area.

Management signature: _____
Title: _____
Date: _____

Governance signature: _____
Title: _____
Date: _____

**POWELL AND JONES, CPAs
METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION
FOR THE GAINESVILLE URBANIZED AREA
AUDIT AND ACCOUNTING SERVICES
FEE PROPOSAL**

A. AUDIT AND ACCOUNTING SERVICES

1. Annual audit of Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area (MTPO) in accordance with applicable auditing standards and regulations; specifically including the following services:

- A. Annual audit of MTPO.
- B. Routine telephone consultation to MTPO Board, Executive and financial staff.
- C. Audit of all grants received by MTPO. If any audit fee is provided for any grant, the fee will be refunded to the MTPO.

2. Compensation for services:

	<u>09-30-16</u>	<u>09-30-17</u>	<u>09-30-18</u>
Lump sum fee for services described in Section A, including all costs.	\$ 6,600	*	*

*Prior year fee adjusted by the change in CPI-U, not to exceed 3%.

B. CONSULTING SERVICES

As specifically authorized from time-to-time during our contract period, and as allowed by professional standards, we will provide consulting and management advisory services to MTPO, at the following hourly rates:

Firm partner	\$110 per hour
Other CPA	\$100 per hour
Accountant	\$ 90 per hour
Technician	\$ 50 per hour

Any associated travel would be billed at State of Florida rates.

These rates will not be increased throughout the duration of our audit contract.

C. RENEWAL AND TERMINATION

This contract is binding on our firm but is specifically renewable on the part of MTPO on a year-by-year basis.

I am authorized to submit this fee proposal on behalf of Powell and Jones, CPAs.

 9 3 2018
Richard C. Powell, CPA Date



September 26, 2016

TO: Metropolitan Transportation Planning Organization
for the Gainesville Urbanized Area

FROM: Scott R. Koons, AICP, Executive Director 

SUBJECT: Proposed Amended Budget for Fiscal Year 2015-16

RECOMMENDATION:

Adopt the amended budget for Fiscal Year 2015-16 as recommended by staff.

BACKGROUND:

As you know, the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area adopts the Unified Planning Work Program which outlines the anticipated transportation planning expenditures each year for the period beginning on July 1 and ending on June 30. However, since the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area is a governmental entity under Florida state law, the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area fiscal year begins on October 1. Consequently, a fiscal year budget is adopted that can be monitored and adjusted appropriately during the year as decisions are made with respect to program activities.

The attached amended budget satisfies this budgetary process requirement. The amended Fiscal Year 2015-16 budget reflects the year to date activities of the current year during the first three quarters and an estimate of the revenue and expenditures anticipated during the July-September 2016 quarter.

If you have any questions concerning this matter, please do not hesitate to contact me.

Attachment

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METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION
FOR THE GAINESVILLE URBANIZED AREA
BUDGET
Fiscal Year October 1, 2015 to September 30, 2016
Amended October 3, 2016

REVENUES

Florida Department of Transportation	\$ 789,700
Florida Transportation Disadvantaged Commission	24,100
Alachua County	9,600
City of Gainesville	14,400
Other	2,600
In-Kind Contributions (Florida Department of Transportation)	<u>109,200</u>
TOTAL REVENUES	\$ 949,600


EXPENDITURES

Contractual Services	\$ 821,000
Legal Advertisements	10,000
Audit	6,400
Travel	1,500
Memberships	500
Office Supplies	1,000
In-Kind Services (Florida Department of Transportation)	<u>109,200</u>
TOTAL EXPENDITURES	\$ 949,600



September 26, 2016

TO: Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area

FROM: Scott R. Koons, AICP, Executive Director 

SUBJECT: Staff Services Agreement Amendment

MTPO STAFF RECOMMENDATION

Approve the attached Exhibit 1 Professional Staff Services Agreement.

BACKGROUND

The existing Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area Agreement with the North Central Florida Regional Planning Council for professional staff services was approved on June 14, 2010. Recently, the Federal Highway Administration and the Florida Department of Transportation have requested that the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area and the Planning Council update this Agreement:

1. to reference the recently executed Joint Participation Agreement between the Florida Department of Transportation and the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area; and
2. to cite recently enacted statutory references.

Please find attached as Exhibit 1 the updated Professional Staff Services Agreement. Exhibit 1 uses the underline and ~~strike-out~~ method to show the proposed revisions to the 2010 Agreement. This Agreement has been reviewed and approved by the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area Attorney.

Attachment

t:\scott\sk17\mtpo\memo\staff_agreement_oct.docx

EXHIBIT 1

AGREEMENT FOR PROFESSIONAL STAFF SERVICES
BY AND BETWEEN THE
NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL
AND THE
METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION
FOR THE
GAINESVILLE URBANIZED AREA

THIS AGREEMENT is entered into this ~~24th~~ _____ day of ~~June 2010~~ October 2016, by and between the North Central Florida Regional Planning Council (hereinafter referred to as the **Planning** Council) and the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area, (hereinafter referred to as the **MTPO** Metropolitan Transportation Planning Organization).

W I T N E S S E T H:

WHEREAS, Rules of the Federal Highway Administration, Title 23 Code of Federal Regulations Parts 450 ~~and 500~~, and the Federal Transit Administration, Title 49 Code of Federal Regulations Part 613 (~~hereinafter referred to as the Rules~~), and Section 339.175, Florida Statutes provide for the designation of a metropolitan planning organization for each urbanized area within each state, by the Governor of each state;

WHEREAS, the Governor of Florida has designated the **MTPO** Metropolitan Transportation Planning Organization as the metropolitan planning organization for the Gainesville Urbanized Area;

WHEREAS, the **Planning** Council, which is organized and existing under and by virtue of the provisions of Section 163.01, Florida Statutes, has the power to make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers under Section 163.01, Florida Statutes;

WHEREAS, the **Planning** Council has in the past, provided the primary staff and technical support for the transportation planning process in the Gainesville Urbanized Area, and presently maintains professional staff to perform such administrative and technical support;

WHEREAS, the Federal Government, under authority of Title 23 United States Code Section 134 and Title 49 United States Code Section 53035, requires that each urbanized area, as a condition to the receipt of federal capital or operating assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

WHEREAS, the parties to this Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning and programming process to assure that bicycle, highway, transit, pedestrian, rail, water, air and other transportation facilities will be properly located and developed in relation to the urbanized area's overall plan of development.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representation herein set forth, the parties do hereby agree, as follows:

I. PURPOSE

The purpose of this Agreement is to set forth the responsibilities of the **Planning** Council and the **MTPO Metropolitan Transportation Planning Organization** in performing the professional staff planning functions relative to the transportation planning process for the Gainesville Urbanized Area, and to describe the cooperative procedures under which planning and programming will be carried out.

II. THE PROJECT

The project is defined as the continuing, cooperative and comprehensive transportation planning process for the Gainesville Urbanized Area including the programming of transportation modifications for such area.

III. TECHNICAL RESPONSIBILITIES

- A. The **Planning** Council, as staff for the **MTPO Metropolitan Transportation Planning Organization**, shall provide professional, technical and administrative assistance in the development of transportation plans and programs which shall include, but not be limited to the following:
1. A Unified Work Program as required by Title 23 Code of Federal Regulations Section 450.308 (b) and (c) ~~of the Rules~~;
 2. A Transportation Plan addressing no less than a 20-year planning horizon, as required by Title 23 Code of Federal Regulations Section 450.322 ~~of the Rules~~;
 3. An annually updated Transportation Improvement Program (~~TIP~~) as required by Title 23 Code of Federal Regulations Section 450.324 ~~of the Rules~~; and
 4. An annually updated List of Priority Projects as required by Section 339.175(8)(a), Florida Statutes.
- B. The **Planning** Council shall submit all plans and programs developed under Section III. A. above, to appropriate agencies as directed by the **MTPO Metropolitan Transportation Planning Organization** in order that said plans and programs will be properly adopted and approved.
- C. The **Planning** Council will maintain files of all plans and programs developed under Section III. A. above.

- D. The **Planning** Council shall be responsible for providing staff support and coordination for the Technical Advisory Committee and submit plans and programs developed in Section III. A. to said Technical Advisory Committee as directed by the **MTPO Metropolitan Transportation Planning Organization**.
- E. The **Planning** Council shall be responsible for developing and using a documented participation plan as approved by the **MTPO Metropolitan Transportation Planning Organization** that defines a process for providing citizens, affected public agencies, representatives of public transportation employees, freight shippers, providers of freight transportation services, private providers of transportation, representatives of users of public transportation, representatives of users of pedestrian walkways and bicycle transportation facilities, representatives of the disabled and other interested parties with reasonable opportunities to be involved in the metropolitan transportation planning process.

IV. ADMINISTRATIVE RESPONSIBILITIES

- A. Pursuant to Section 339.175 (6) (g), Florida Statutes, the Executive Director of the **Planning** Council shall serve as the Executive Director of the **MTPO Metropolitan Transportation Planning Organization**. The Executive Director of the **Planning** Council, serving as the Executive Director of the **MTPO Metropolitan Transportation Planning Organization**, shall report directly to the **MTPO Metropolitan Transportation Planning Organization** governing board for all matters regarding the administration and operation of the **MTPO Metropolitan Transportation Planning Organization**.
- B. The **Planning** Council shall maintain all files for the **MTPO Metropolitan Transportation Planning Organization** and committees, subcommittees and ad-hoc committees created by the **MTPO Metropolitan Transportation Planning Organization**. These files may include the following:
1. All correspondence;
 2. All contracts;
 3. All meeting minutes;
 4. Membership roster and mailing addresses;
 5. **MTPO Metropolitan Transportation Planning Organization** bylaws;
and
 6. All accounting/bookkeeping records.
- C. The **Planning** Council shall be responsible for arranging all meetings of the **MTPO Metropolitan Transportation Planning Organization** and its related committees to include the following:

1. Preparation and mailing of all meeting notices and agendas to all appropriate persons;
 2. Recording the proceedings of all meetings of the **MTPO Metropolitan Transportation Planning Organization** and its related committees, preparing minutes and mailing such minutes out to **MTPO Metropolitan Transportation Planning Organization** members prior to succeeding meetings; and
 3. Mailing out all other information pertinent to the transportation planning process.
- D. The **Planning** Council shall be responsible for performing, on behalf of the **MTPO Metropolitan Transportation Planning Organization**, the financial accounting, bookkeeping and grants management required by the Federal Highway Administration, Federal Transit Administration and Florida Department of Transportation to include the following:
1. Preparation of planning grant applications;
 2. Planning grant administration;
 3. Financial cost control including bookkeeping, recording, timesheets, invoicing and payment of bills;
 4. All progress reporting required by Federal Highway Administration, Federal Transit Administration and the Florida Department of Transportation;
 5. Arranging required public hearings;
 6. Developing all required contracts and agreements subject to review as to legal form and sufficiency by the **MTPO Metropolitan Transportation Planning Organization** attorney; and
 7. At the direction of the **MTPO Metropolitan Transportation Planning Organization**, obtain a year end audit of all **MTPO Metropolitan Transportation Planning Organization** funding by an independent auditor and present these audit findings to the **MTPO Metropolitan Transportation Planning Organization**.
- E. At the direction of the **MTPO Metropolitan Transportation Planning Organization**, the **Planning** Council shall direct and cooperate with any consultants hired by the **MTPO Metropolitan Transportation Planning Organization**.
- F. The **Planning** Council may subcontract work, as required with the approval of the **MTPO Metropolitan Transportation Planning Organization**.

V. **MTPO METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION RESPONSIBILITIES**

- A. The **MTPO Metropolitan Transportation Planning Organization** shall annually provide the required funds to meet staffing costs of the **Planning** Council as documented in the Unified Work Program referenced in Section III. A. of this Agreement.
- B. The **MTPO Metropolitan Transportation Planning Organization** shall be the recipient of funds authorized by Title 23 United States Code Section 104(f) and those planning funds authorized by Title 49 United States Code Section 53035.
- C. The **MTPO Metropolitan Transportation Planning Organization** agrees to utilize the professional staff of the **Planning** Council, but it may also utilize City or County legal services with the consent of the governing body involved.
- D. The **MTPO Metropolitan Transportation Planning Organization** agrees that the Executive Director of the **Planning** Council shall be the spokesperson for the **Planning** Council professional staff and shall have complete control over the hiring/terminating of said **Planning** Council professional staff.
- E. The **MTPO Metropolitan Transportation Planning Organization** agrees that the Executive Director of the **Planning** Council shall annually prepare the **MTPO Metropolitan Transportation Planning Organization** budget for the fiscal year ending September 30 and shall submit such budget to the **MTPO Metropolitan Transportation Planning Organization** for review and approval.

VI. **METHOD OF PAYMENT**

The **Planning** Council may submit invoices to the **MTPO Metropolitan Transportation Planning Organization** for work completed on a monthly basis. Subject to receipt of an invoice from the **Planning** Council, the **MTPO Metropolitan Transportation Planning Organization** will pay the **Planning** Council within thirty (30) days of receiving such invoice from the **Planning** Council; provided however, payment for services funded with either Federal Highway Administration, Federal Transit Administration or Florida Department of Transportation funds shall be contingent upon the **MTPO Metropolitan Transportation Planning Organization** receiving such funds. Furthermore, the **MTPO Metropolitan Transportation Planning Organization** will pay the **Planning** Council within thirty (30) days of receipt of such funds by the **MTPO Metropolitan Transportation Planning Organization**.

VII. DURATION OF AGREEMENT AND TERMINATION WITHOUT CAUSE

This Agreement shall remain in effect until terminated by either or both parties to the Agreement. Either party may withdraw from said Agreement after presenting in written form a notice of intent to withdraw to the other party, at least sixty (60) days prior to the intended date of withdrawal; provided financial commitments made prior to withdrawal are effective and binding for their full term and amount regardless of withdrawal.

VIII. AMENDMENT OF AGREEMENT

Amendments of this Agreement may be initiated by the **MTPO Metropolitan Transportation Planning Organization** or the **Planning Council**. Amendments shall be formally approved by the **MTPO Metropolitan Transportation Planning Organization** and the **Planning Council** in written form and shall be incorporated as part of this Agreement.

IX. STANDARD PROVISIONS

A. Subcontracting

The **Planning Council** shall perform or shall subcontract the work to be performed hereunder which is budgeted as the **MTPO's Metropolitan Transportation Planning Organization's** direct responsibility and funded by the Federal Highway Administration, the Federal Transit Administration and the Florida Department of Transportation.

B. Supplemental Agreements

It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.

C. Third Party Contracts

Except as otherwise authorized in writing by the Florida Department of Transportation, Federal Highway Administration and Federal Transit Administration, the **Planning Council** shall not execute any contract or obligate itself in any other manner with any third party with respect to the Project without the prior written concurrence of the Florida Department of Transportation, Federal Highway Administration and Federal Transit Administration. Subletting of consultant contracts shall be in accordance with the requirements of the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as amended from time to time.

D. Default and Termination or Suspension

1. Termination or Suspension Generally. If the **Planning** Council abandons or, before completion, finally discontinues the Project; or if for any other reason, the commencement, prosecution or timely completion of the Project by the **Planning** Council is rendered improbable, infeasible, impossible or illegal, the **MTPO Metropolitan Transportation Planning Organization** may, by written notice to the **Planning** Council, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the **MTPO Metropolitan Transportation Planning Organization** may terminate any or all of its obligations under this Agreement.
2. Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination notice under this Section, the **Planning** Council shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other actions as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; and (2) furnish a statement of the status of the Project activities and of the Project Account as well as a proposed schedule, plan and budget for terminating or suspending and closing out Project activities and contracts, and other undertakings, the cost of which are otherwise includable as Project costs. The closing out shall be carried out in conformity with the latest schedule, plan and budget as approved by the **MTPO Metropolitan Transportation Planning Organization** or upon the basis of terms and conditions imposed by the **MTPO Metropolitan Transportation Planning Organization** upon the failure of the **Planning** Council to furnish the schedule, plan and budget within a reasonable time. The acceptance of a remittance by the **Planning** Council or the closing of Federal financial participation in the Project shall not constitute a waiver of any claim which the **MTPO Metropolitan Transportation Planning Organization** may otherwise have arising out of this Agreement.

E. Audit and Inspection of Records

1. The **Planning** Council shall maintain records and supporting documents as prescribed in federal and state requirements, including but not limited to Title 23 Code of Federal Regulations Part 420, Title 49 Code of Federal Regulations Part 18, and Chapter 119, Florida Statutes.
2. All records pertinent to this Agreement shall be retained by the **Planning** Council for six (6) years following termination of this Agreement, with the following exception: If any litigation, claim or audit is started before the

expiration of the six (6) year period and extends beyond the six (6) year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

3. All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Project and all other applicable laws and regulations.
4. The **Planning** Council shall allow access to its records at reasonable times to the **MTPO Metropolitan Transportation Planning Organization**, its employees and agents, to Federal Highway Administration, its employees and agents, the Federal Transit Administration, its employees and agents and the Florida Department of Transportation, its employees and agents. "Reasonable" shall be construed to mean during normal business hours of 8:00 a.m. to 5:00 p.m. on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the **MTPO Metropolitan Transportation Planning Organization**, the Federal Highway Administration, Federal Transit Administration and the Florida Department of Transportation.

F. Equipment

Where Federal funds are to be used to provide part or all of the cost of equipment, such expenditures must have prior written approval of the Florida Department of Transportation and the Federal Highway Administration and must be in accordance with the requirements of Title 49 Code of Federal Regulations Part 18.

G. Publication, Rental of Space or Equipment and Indirect Costs

This Agreement is subject to all applicable requirements of the ~~United States Office of Management and Budget Circular A-87, Cost Principles for State, Local and Indian Tribal Governments~~ **2 Code of Federal Regulations Part 200 Subpart E Cost Principles**, relative to approval of travel, report publication provisions, rental of space or equipment, and indirect costs. All reports published by the **MTPO Metropolitan Transportation Planning Organization** or **Planning** Council which were funded wholly or in part by Title 23 United States Code Section 134 or Title 49 United States Code Section 53035 funds shall contain the credit "The preparation of this report has been financed in part through grants from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under the State Planning and Research Program, Section 505 [or Metropolitan Planning Program, Section 104(f)] of Title 23, United States Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."

H. Nondiscrimination

1. Compliance with Regulations. The **Planning** Council shall comply with the regulations of the U.S. Department of Transportation relative to the nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49 Code of Federal Regulations Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination. The **Planning** Council, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, sex, age, disability, familial status, religious status, marital status, sexual orientation or gender identity in the selection and retention of subcontractors, including procurements of material and leases of equipment. The **Planning** Council will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers the program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations made by competitive bidding or negotiation made by the **Planning** Council for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the **Planning** Council of obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, familial status, religious status, marital status, sexual orientation or gender identity.
4. Information and Reports. The **Planning** Council will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation, Federal Highway Administration or Federal Transit Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the **Planning** Council is in the exclusive possession of another who fails or refuses to furnish this information, the **Planning** Council shall certify to the Florida Department of Transportation, Federal Highway Administration or Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions of Noncompliance. In the event of the **Planning** Council's noncompliance with the nondiscrimination provisions of this Agreement, the **MTPO Metropolitan Transportation Planning Organization** shall impose such sanctions as it may determine to be appropriate, including, but not limited to, withholding of payments to the **Planning** Council under this Agreement until the **Planning** Council complies; and/or cancellation, termination or suspension of this Agreement, in whole or in part.
6. Incorporation of Provisions. The **Planning** Council will include the provisions of Paragraphs 1. through 4. in every subcontract, including procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. The **Planning** Council will take such action with respect to any subcontractor or procurement as the Florida Department of Transportation, Federal Highway Administration or Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however that, in the event the **Planning** Council becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the **Planning** Council may request the State to enter into such litigation to protect the interests of the State, and, in addition, may request the United States to enter into such litigation to protect the interests of the United States.

I. Training

The use of Title 23 United States Code Section 134 or Title 49 United States Code Section 53035 funds for training of employees of the **Planning** Council shall be in accordance with the requirements of 49 Code of Federal Regulations, Part 18.

J. Prohibited Interests

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

"No member, officer or employee of the **Planning** Council or of the locality during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof."

This provision shall not be applicable to any agreement between the **Planning** Council and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

X. AGREEMENT SUBJECT TO JOINT PARTICIPATION AGREEMENT

This Agreement is subject to the provisions contained in the Joint Participation Agreement between the **MTPO Metropolitan Transportation Planning Organization** and the Florida Department of Transportation, dated ~~July 1, 2010~~ June 9, 2016.

XI. LIABILITY

The **Planning** Council hereby agrees to hold harmless the **MTPO Metropolitan Transportation Planning Organization**, to the extent allowed and required by law, from all claims, demands, liabilities, and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence or omission of the **Planning** Council, its subcontractors or agents, if any, that is related to the **Planning** Council's performance under this Agreement.

XII. ASSIGNABILITY

The **Planning** Council shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior consent of the **MTPO Metropolitan Transportation Planning Organization**.

XIII. REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, the Chair of the **MTPO Metropolitan Transportation Planning Organization** shall represent and act for the **MTPO Metropolitan Transportation Planning Organization** and the Executive Director of the **Planning** Council shall represent and act for the **Planning** Council.

XIV. VENUE AND JURISDICTION FOR LITIGATION BETWEEN PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Alachua County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Alachua County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

XV. COMPLETE CONTRACT

This Agreement constitutes the entire contract between the parties, and any changes, amendments or modifications hereof shall be void unless the same are reduced to writing and signed by parties hereto.

XVI. PREVIOUS AGREEMENT SUPERSEDED

Upon execution by both parties, this Agreement shall supersede the North Central Florida Regional ~~Planning~~ Council Contract for Professional Staff Services between the **MTPO** Metropolitan Transportation Planning Organization and the ~~Planning~~ Council dated ~~April 1, 1978~~ June 24, 2010.

XVII. EFFECTIVE DATE

This Agreement is effective on the 1st day of ~~July 2010~~ November 2016.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

ATTEST: NORTH CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL

SEAL

Scott R. Koons
Executive Director

Rick Davis
Chair

ATTEST: METROPOLITAN TRANSPORTATION
PLANNING ORGANIZATION FOR THE
GAINESVILLE URBANIZED AREA

Todd Chase
Secretary-Treasurer

Helen K. Warren
Chair

APPROVED AS TO FORM

Michele L. Lieberman
MTPO Metropolitan Transportation
Planning Organization Attorney


Jonathan F. Wershow
Council Attorney



2009 NW 87th Place, Gainesville, FL 32653-1603 • 352.955.2200

September 26, 2016

TO: Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area

FROM: Scott R. Koons, AICP, Executive Director 

SUBJECT: Joint Participation Agreement
Federal Transit Administration Section 5305 (d) Planning Funds

STAFF RECOMMENDATION

Approve Resolution 2016-06 and authorize the Chair to sign the Joint Participation Agreement for Federal Transit Administration Section 5305 (d) planning funds for Fiscal Year 2016-17.

BACKGROUND

Each year, the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area receives Federal Transit Administration Section 5305 (d) transit planning funds. This year, the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area will be receiving \$168,007 in federal funds that are matched with \$21,001 in state funds and \$21,001 in local funds.

The Florida Department of Transportation has submitted a request for a new Joint Participation Agreement (Exhibit 1). In order to receive these funds, the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area must authorize the Chair to sign the Joint Participation Agreement (Exhibit 2). Resolution 2016-06 is Exhibit 3.

Attachments

t:\scott\sk17\mtpo\memo\section5305d_jpa_oct3.docx

EXHIBIT 1



Florida Department of Transportation

RICK SCOTT
GOVERNOR

Jacksonville Urban Office
2198 Edison Avenue
Jacksonville, FL 32204-2730

JIM BOXOLD
SECRETARY

TRANSMITTED ELECTRONICALLY – August 18, 2016

Mr. Scott Koons, AICP
Executive Director
North Central Florida Regional Planning Council
2009 NW 67th Place
Gainesville, FL 32653-1053

RECEIVED

AUG 18 2016

NORTH CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL

**Re: New Joint Participation Agreement
Federal Transit Administration 5305(d) Planning Funds**

Dear Mr. Koons,

The Florida Department of Transportation requests placement on the agendas of the September 21, 2016 meetings of the Technical Advisory Committee and the Citizens Advisory Committee (if appropriate) and on the agenda of the October 3, 2016 meeting of the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area (MTPO) to consider a new Joint Participation Agreement (JPA) with the Department for the administration of Federal Transit Administration (FTA) Planning Funds under Section 5305(d). The existing Joint Participation Agreement (Contract AQR23) was initiated in September 2012, and expires December 31, 2016. The Department is proposing an expiration date of September 30, 2018, coincident with the Federal Fiscal Year-end nearest the expiration of the Unified Planning Work Program.

The JPA incorporates the Department's current standard language for reimbursement agreements, plus four Exhibits that more specifically define this project. As with prior agreements for FTA funds, the Department will request amendments as each year's FTA funding allocation is released.

If you have any questions about this request please call me at (904) 360-5684.

Sincerely,

James M. Green

James M. Green
Gainesville MTPO / Alachua County Liaison

xc: Karin Charron, Becky Williams, Karen Taulbee, Doreen Joyner-Howard

EXHIBIT 2

PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT

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Financial Project Number(s): (item-segment-phase-sequence)	Fund:	<u>DU/DPTO</u>	FLAIR Category:	<u>088774</u>
<u>411762-3-14-17</u>	Function:	<u>615</u>	Object Code:	<u>780000</u>
	Federal Number:	<u>1001-2016-3</u>	Org. Code:	<u>022020229</u>
Contract Number:	DUNS Number:	<u>80-939-7102</u>	Vendor No.:	<u>591834302002</u>
CFDA Number:	Agency DUNS No.	<u>04-423-3590</u>	CSFA Number:	
CFDA Title:	<u>Metropolitan Transportation Planning</u>		CSFA Title:	

THIS JOINT PARTICIPATION AGREEMENT ("Agreement"), made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, ("Department"), and Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area, 2009 NW 67th Place, Gainesville, FL 32653-1063 ("Agency"). The Department and Agency agree that all terms of this Agreement will be completed on or before September 30, 2018 and this Agreement will expire unless a time extension is provided in accordance with Section 16.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the Project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Chapter 341, Florida Statutes, to enter into this Agreement.

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

1.00 Purpose of Agreement. The purpose of this Agreement is to provide for the Department's participation in

Provide Federal Transit Administration (FTA) Planning Assistance Funds - 5305(d) - to the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area (MTPO), for the FTA funded elements in the Unified Planning Work Program.

and as further described in Exhibit "A" attached to and incorporated into this Agreement ("Project"), and to provide Departmental financial assistance to the Agency, state the terms and conditions upon which such assistance will be provided, and to set forth the manner in which the Project will be undertaken and completed.

1.10 Exhibits. A, B, C, D are attached and incorporated into this Agreement.

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2.00 Accomplishment of the Project:

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

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

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

2.40 Submission of Proceedings, Contracts and Other Documents. The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the Project as the Department may require as listed in Exhibit "C" attached to and incorporated into this Agreement. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the Project towards completion.

3.00 Total Project Cost. The total estimated cost of the Project is \$210,009.00. This amount is based upon the estimate summarized in Exhibit "B" attached to and incorporated into this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved.

4.00 Project Costs Participation and Eligibility:

4.10 Department Participation. The Department agrees to maximum participation, including contingencies, in the Project in the amount of \$21,001.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

4.11 Agency Participation (Non-State Sources). The Agency agrees to minimum participation, including contingencies, in the Project in the amount of \$21,001.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of the total cost shown in Exhibit "B", whichever is more.

4.12 Federal Awards. The Agency, a non-federal entity, ☐ is ☐ is not a recipient of a federal award, as detailed in Exhibit "B."

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

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

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4.30 Front End Funding. Front end funding ☐ is ☒ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred Project costs up to an amount equal to its total share of participation as shown in paragraph 4.10.

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project, attached and incorporated into this Agreement as Exhibit "B." The schedule of funding may be revised by execution of a Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this Project may be reduced upon determination of the Agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

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

6.00 Accounting Records:

6.10 Establishment and Maintenance of Accounting Records. The Agency shall establish for the Project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", 2 CFR Part 225, separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "Project account." Records of costs incurred under terms of this Agreement shall be maintained in the Project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

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

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

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

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

1. Federal Funded

- 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 A, B, C, D to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 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.

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- 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 CFR 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.

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- 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

2. 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(2)(m), 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 A, B, C, D to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - 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

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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.

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

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

7.00 Requisitions and Payments:

7.10 Action by the Agency. In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District 02 Public Transportation Office 2198 Edison Ave., Mail Station 2806, Jacksonville, FL, 32204-2730, its requisition on a form or forms prescribed by the Department, and any other data pertaining to the Project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

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

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

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

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

7.15 Property Acquisition. For real property acquired, submit:

- a) The date the Agency acquired the real property.
- b) A statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- c) A statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

7.20 The Department's Obligations. Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

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- a) The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b) There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;
- c) The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;
- d) There has been any violation of the conflict of interest provisions contained in this Agreement;
- e) The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or
- f) Any federal agency providing federal financial assistance to the Project suspends or terminates federal financial assistance to the Project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

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

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

8.00 Termination or Suspension of Project:

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

8.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this Section 8, the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

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8.12 Access to Documents and Materials. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency, contractor, sub-contractor, or materials vendor to comply with the provisions of Chapter 119, Florida Statutes.

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

10.00 Contracts of the Agency:

10.10 Third Party Agreements. The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.20(c). The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

10.20 Procurement of Personal Property and Services:

10.21 Compliance with Consultants' Competitive Negotiation Act. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 CFR 172, and 23 U.S.C. 112.. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all projects funded under this Agreement. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act and the federal Brooks Act.

10.22 Procurement of Commodities or Contractual Services. It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Chapter 287.057, Florida Statutes. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057, 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", or that is not consistent with the Project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.20(c).

10.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the Department that DBE's, as defined in 49 CFR 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 DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance

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with applicable federal and state laws and regulations to ensure that the DBE's 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.

10.40 Procurement of Construction Services. If the Project is procured pursuant to Chapter 255 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 255.099(1), Florida Statutes.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

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

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

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

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

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

- a) "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
- b) The Agency shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the

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Agency by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Agency.

- c) The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

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

12.00 Miscellaneous Provisions:

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

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

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

12.40 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.

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

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

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

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

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12.80 Disposal of Project Facilities or Equipment. If the Agency disposes of any Project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement. The Agency must remit said proportional amount to the Department within one (1) year after the official date of disposal.

12.90 Contractual Indemnity. To the extent provided by Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement. Nothing in this Agreement shall be construed as a waiver by the Agency of any sovereign immunity protections that may be provided by Section 768.28, Florida Statutes.

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

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

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

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

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

15.00 Appropriation of Funds:

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15.10 Contingency of Payment. The State of Florida'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, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these 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.

15.20 Multi-Year Commitment. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one (1) year, the provisions of Chapter 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."

16.00 Expiration of Agreement. The Agency agrees to complete the Project on or before September 30, 2018. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project and the procedure established in Section 8.00 of this Agreement shall be initiated. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

19.00 Restrictions on Lobbying:

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

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

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

19.20 State. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

20.00 Vendors Rights. The Agency providing goods and services to the Department should be aware of the following time frames:

- a) The Department has 20 days to deliver a request for payment (voucher) to DFS. The 20 days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved. Approval and inspection of goods or services shall take no longer than 20 days following the receipt of a complete and accurate invoice.
- b) If a payment is not available within 40 days, then a separate interest penalty at a rate established pursuant to **Section 55.03(1), Florida Statutes**, will be due and payable, in addition to the invoice amount, to the Agency. The 40 days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to the 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 DFS. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516.

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

- a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b) In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list 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.

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- c) An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d) Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for two (2) years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

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

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

23.00 Employment Eligibility (Using E-Verify). Agency/Vendors/Contractors:

- a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the Agreement; and
- b) Shall expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement 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 contractor or subcontractor during the Agreement term.

24.00 Inspector General Cooperation. The Parties agree 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.

25.00 Maintenance of Project. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement.

26.00 Federal Grant Number. If the Federal grant number is not available prior to execution of the Agreement, the Department may unilaterally add the Federal grant number to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the Federal grant number will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

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OGC - 06/2016
Page 17 of 17

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

AGENCY

DEPARTMENT

**Metropolitan Transportation Planning
Organization for the Gainesville Urbanized Area**

AGENCY NAME

DEPARTMENT OF TRANSPORTATION

Helen K. Warren

SIGNATORY (PRINTED OR TYPED)

James Knight, P.E.

TITLE Intermodal Systems Development Manager

SIGNATURE

LEGAL REVIEW, DEPARTMENT OF TRANSPORTATION

Chair

TITLE

**See attached Encumbrance Form for date of
Funding Approval by Comptroller**

EXHIBIT 3

CERTIFICATE

The undersigned, as the duly qualified and acting Secretary of the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area, hereby certifies that the annexed is a true and correct copy of Resolution No. 2016-06, which was adopted at a legally convened meeting of the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area, which meeting was held on the _____ day of _____, A.D., 2016.

WITNESS my hand this _____ day of _____, A.D., 2016.

Todd Chase, Secretary

RESOLUTION NO. 2016-06

A RESOLUTION OF THE METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE GAINESVILLE URBANIZED AREA AUTHORIZING THE CHAIR TO ENTER INTO A JOINT PARTICIPATION AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE GAINESVILLE URBANIZED AREA REGARDING FISCAL YEAR 2016-17 FEDERAL TRANSIT ADMINISTRATION SECTION 5305(d) PUBLIC TRANSIT OFFICE PLANNING FUNDS IN ALACHUA COUNTY, FLORIDA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area has decided to seek Fiscal Year 2016-17 Federal Transit Administration Section 5305(d) Public Transit Office planning funds in Alachua County in order to examine transportation system management and transportation demand management techniques which are designed to improve the transportation system through low-cost measures to reduce traffic congestion and obtain greater capacity out of the existing highway system;

WHEREAS, the Florida Department of Transportation requires that the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area execute a Joint Participation Agreement, Financial Project Number 411762-3-14-17, in order to be able to expend Fiscal Year 2016-17 Federal Transit Administration Section 5305(d) Public Transit Office planning funds in Alachua County;

WHEREAS, the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area has the authority to enter into said Joint Participation Agreement and to undertake the project hereinafter described, as authorized under Section 339.175(10)(b), Florida Statutes; and

WHEREAS, the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area will prepare these studies and then seek reimbursement of funds from the Florida Department of Transportation.

NOW THEREFORE, BE IT RESOLVED BY THE METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE GAINESVILLE URBANIZED AREA:

1. That the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area has the authority to enter in the Joint Participation Agreement.
2. That the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area authorizes its Chair to execute the Joint Participation Agreement on behalf of the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area with the Florida Department of Transportation for planning to facilitate Public Transit Office planning activities in Alachua County, Florida.
3. That the total project cost is two hundred and ten thousand and nine dollars and no cents (\$210,009.00) which represents one hundred sixty-eight thousand and seven dollars and no cents (\$168,007.00) federal funds (at 80 percent), twenty-one thousand and one dollars and no cents (\$21,001.00) state funds (at 10 percent) and twenty-one thousand and one dollars and no cents (\$21,001.00) local funds (at 10 percent).

4. That the amount of reimbursement is not to exceed one hundred and eighty-nine thousand and eight dollars and no cents (\$189,008.00) which represents the federal and state portion of the project cost.

5. That the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area authorizes its Executive Director to act in connection with the Joint Participation Agreement to provide such additional information as may be required by the Florida Department of Transportation.

6. That the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area authorizes its Chair to execute any Supplemental Joint Participation Agreements, for the purpose of Scope Changes and/or funding adjustments, as well as execute Assurances, Certifications, and all other documents as may be required in support of the project.

7. That the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area authorizes its Executive Director to sign requests for Contract Time Extension(s), as may be required in support of the project.

8. That the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area authorizes its Executive Director to sign any and all reimbursement invoices and warranties that may be required in connection with the Joint Participation Agreement or subsequent Supplemental Joint Participation Agreements.

9. That all resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

10. That this resolution shall take effect upon its adoption.

DULY ADOPTED in regular session, this _____ day of _____ A.D., 2016.

METROPOLITAN TRANSPORTATION
PLANNING ORGANIZATION FOR THE
GAINESVILLE URBANIZED AREA

Helen K. Warren, Chair

ATTEST:


Todd Chase, Secretary

APPROVED AS TO FORM

Michele L. Lieberman, Attorney
Metropolitan Transportation Planning Organization
for the Gainesville Urbanized Area



September 26, 2016

TO: Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area
FROM: Scott R. Koons, AICP, Executive Director 
SUBJECT: Metropolitan Transportation Planning Organization Travel Policy

STAFF RECOMMENDATION

Approve Resolution 2016-07 adopting a travel policy pursuant to Section 112.061(14), Florida Statutes.

BACKGROUND

Section 112.061(14), Florida Statutes authorizes a metropolitan transportation organizations to adopt a travel policy establishing rates that vary from the per diem rate provided in Section 112.061(6)(a), Florida Statutes, the subsistence rates provided in Section 112.061(6)(b), or the mileage rate provided in Section 112.061(7)(d), Florida Statutes if those rates are not less than the statutorily established rates that are in effect for the 2005-2006 fiscal year.

The attached resolution adopts a travel policy that establishes the per diem rate and subsistence rates consistent with the current statutorily established per diem rate and subsistence rates. However, the attached resolution adopts a travel policy that uses the Internal Revenue Service mileage rate in lieu of the statutorily established mileage rate.

Attachment

t:\scott\sk17\mntpo\memo\travel_policy_100316.docx

CERTIFICATE

The undersigned, as the duly qualified and acting Secretary of the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area, hereby certifies that the annexed is a true and correct copy of Resolution No. 2016-07, which was adopted at a legally convened meeting of the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area, which meeting was held on the _____ day of _____, A.D., 2016.

WITNESS my hand this _____ day of _____, A.D., 2016.

Todd Chase, Secretary

SECTION 10

1. The first part of the report is a summary of the work done during the year. It is a brief statement of the results of the work, and is intended to give a general impression of the progress made. It is not a detailed account of the work, but a summary of the main results.

2. The second part of the report is a detailed account of the work done during the year. It is a full and complete statement of the results of the work, and is intended to give a detailed account of the progress made.

3. The third part of the report is a summary of the work done during the year. It is a brief statement of the results of the work, and is intended to give a general impression of the progress made.

4. The fourth part of the report is a summary of the work done during the year. It is a brief statement of the results of the work, and is intended to give a general impression of the progress made.

RESOLUTION NO. 2016-07

A RESOLUTION OF THE METROPOLITAN TRANSPORTATION
PLANNING ORGANIZATION FOR THE GAINESVILLE URBANIZED
AREA ADOPTING A TRAVEL POLICY PURSUANT TO SECTION
112.061(14), FLORIDA STATUTES; PROVIDING AN EFFECTIVE
DATE.

WHEREAS, the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area is authorized pursuant to Section 163.061(14), Florida Statutes to adopt a travel policy establishing rates that vary from the per diem rate provided in Section 112.061(6)(a), Florida Statutes, the subsistence rates provided in Section 112.061(6)(b), or the mileage rate provided in Section 112.061(7)(d), Florida Statutes if those rates are not less than the statutorily established rates that are in effect for the 2005-2006 fiscal year; and

WHEREAS, the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area desires to adopt said travel policy.

NOW THEREFORE, BE IT RESOLVED BY THE METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE GAINESVILLE URBANIZED AREA:

1. That the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area has the authority to adopt a travel policy.

2. That all travel shall be performed in accordance with Section 112.061, Florida Statutes, except as provided herein.

3. That per diem shall be provided to a traveler at the rate of \$80.00 or if actual expenses exceed \$80.00, the amounts permitted in Section 112.061(6)(b), Florida Statutes for subsistence, plus actual expenses for lodging at a single-occupancy rate to be substantiated by paid bills therefor.

4. That when lodging or meals are provided at a state institution, a traveler shall be reimbursed only for the actual expenses of such lodging or meals, not to exceed the maximum provided for in Section 112.061(6), Florida Statutes.

5. That subsistence shall be allowed for all travelers in the following amounts while on Class C travel on official business as provided in Section 112.061(5)(b), Florida Statutes.

- a. Breakfast.....\$ 6.00
- b. Lunch.....\$11.00
- c. Dinner.....\$19.00

6. That the use of privately owned vehicles for official travel in lieu of publicly owned vehicles or common carriers may be authorized by the Executive Director. Whenever travel is by privately owned vehicle, a traveler shall be entitled to a mileage allowance at a fixed rate per mile equal to the amount allowed by the Internal Revenue Service for tax purposes, or the common carrier fare for such travel, as determined by the Executive Director.

7. That reimbursement for per diem, subsistence and transportation expenses will be paid to a traveler only upon submission of an itemized statement of expenses approved by the Executive Director.

8. That the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area authorizes its Executive Director to approve all travel reimbursement requests in accordance with the travel policy as established herein.

9. That all resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

10. That this resolution shall take effect upon its adoption.

DULY ADOPTED in regular session, this _____ day of _____ A.D., 2016.

METROPOLITAN TRANSPORTATION
PLANNING ORGANIZATION FOR THE
GAINESVILLE URBANIZED AREA

Helen K. Warren, Chair

ATTEST:

Todd Chase, Secretary


APPROVED AS TO FORM

Michele L. Lieberman, Attorney
Metropolitan Transportation Planning Organization
for the Gainesville Urbanized Area



September 26, 2016

TO: Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area

FROM: Scott R. Koons, AICP, Executive Director 

SUBJECT: Plan East Gainesville Subcommittee Sunset

STAFF RECOMMENDATION

Accept August 1, 2016 Plan East Gainesville Subcommittee Meeting Summary (Exhibit 1).

BACKGROUND

At its May 2, 2016 meeting, the Metropolitan Transportation Planning Organization discussed the status of Plan East Gainesville Subcommittee and the Subcommittee recommendations. During discussion of the status of Plan East Gainesville Subcommittee, the Metropolitan Transportation Planning Organization approved a motion that included moving the tasks from the Plan East Gainesville Subcommittee to a joint Alachua County/City of Gainesville committee staffed by City and County staffs and sunset the Plan East Gainesville Subcommittee.

On August 1, 2016, the Plan East Gainesville Subcommittee held its final meeting. During discussion of the Plan East Gainesville implementation status report, the Subcommittee moved to sunset the Subcommittee and to be reconstituted as a joint committee to the Alachua County Board of County Commissioners and the City of Gainesville City Commission. The Plan East Gainesville Subcommittee composition at the time of the sunset was:

Alachua County	City of Gainesville
Ken Cornell, Vice Chair	Charles Goston, Chair
Mike Byerly	Harvey Budd
Chuck Chestnut, IV	Lauren Poe

Attachment

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EXHIBIT 1

MEETING SUMMARY METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE GAINESVILLE URBANIZED AREA PLAN EAST GAINESVILLE SUBCOMMITTEE

Grace Knight Conference Room
Alachua County Administration Building
Gainesville, Florida

3:30 p.m.
Monday
August 1, 2016

MEMBERS PRESENT

Charles Goston, Chair
Ken Cornell, Vice Chair
Harvey Budd
Mike Byerly
Chuck Chestnut
Lauren Poe

MEMBERS ABSENT

None

OTHERS PRESENT

See Exhibit A

STAFF PRESENT

Michael Escalante
Scott Koons

CALL TO ORDER

Chair Charles Goston called the meeting to order at 3:55 p.m.

I. APPROVAL OF THE MEETING AGENDA

Chair Goston asked for approval of the meeting agenda and April 11, 2016 Meeting Summary.

MOTION: Commissioner Byerly moved the Meeting Agenda and April 11, 2016 Meeting Summary. Commissioner Cornell seconded; motion passed unanimously.

III. PLAN EAST GAINESVILLE IMPLEMENTATION PLAN STATUS REPORT

Mr. Koons made a presentation concerning the status of the Plan East Gainesville Implementation Plan and answered questions.

A member asked about using the Grace Marketplace Committee model for a new East Gainesville Committee of the Alachua County Board of County Commissioners and the City of Gainesville City Commission. He noted that an interlocal agreement would need to be in place.

MOTION: Commissioner Byerly moved to sunset the Subcommittee and reconstitute the Subcommittee as a new joint committee of the Alachua County Board of County Commissioners and the City of Gainesville City Commission. Commissioner Cornell seconded; motion passed unanimously.

III. EAST GAINESVILLE ECONOMIC DEVELOPMENT PLANS AND STUDIES UPDATE

There was no discussion of these information items.

VII. COMMENTS

A. SUBCOMMITTEE MEMBERS

There were no comments from Subcommittee members.

B. CITIZENS

There were no citizen comments.

ADJOURNMENT

The meeting was adjourned at 4:50 p.m.

EXHIBIT A

<u>Interested Citizens</u>	<u>Alachua County</u>	<u>City of Gainesville</u>	<u>Florida Department of Transportation</u>
Vicki Gervickas	Mark Castine	Dekova Batey	None
Alan Penska	Jeffrey Hays	Michael Beard	
	Steven Lachnicht	Jesus Gomez	
		Malcolm Kiner	
		Teresa Scott	

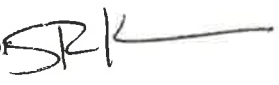
* By telephone

Spoke and provided written comments

t:\mike\em17\ntpo\minutes\peg_aug01sum.doc



September 26, 2016

TO: Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area
FROM: Scott R. Koons, AICP, Executive Director 
SUBJECT: Transportation Alternatives Program - 2016 Application Notice

STAFF RECOMMENDATION

No Action Required.

BACKGROUND

The Florida Department of Transportation has released its 2016 notice for applications for the Transportation Alternatives Program funds. Please note that applications are due December 9, 2016. Information about the program provided in the attached notice (Exhibit 1) consists of:

- the 2016-17 grant application deadline;
- eligibility criteria for Transportation Alternatives Program grants;
- currently funded Transportation Alternatives Program projects within Alachua County; and
- a limit of two applications for submission.

Exhibit 2 is a copy of the Transportation Alternatives Program grant application.

Attachment

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EXHIBIT 1



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

September 18, 2016

Gainesville MTPO: Sent via e-mail

Dear Mr. Sanderson,

The Florida Department of Transportation is soliciting project applications for the Transportation Alternatives Program for the Work Program cycle for Fiscal Year 2023. The Transportation Alternatives Program was created in 2012 under the Moving Ahead for Progress in the 21st Century Act or MAP-21. The Transportation Alternatives Program replaces the Transportation Enhancement Program of prior years. The application form is attached.

Eligible Projects: The following types of projects are eligible for Transportation Alternatives funding:

- Provision of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, or transportation projects to achieve compliance with the Americans with Disabilities Act.
- The provision of safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.
- Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users.
- Construction of turnouts, overlooks, and viewing areas.
- Inventory, control, or removal of outdoor advertising.
- Historic preservation and rehabilitation of historic transportation structures.
- Vegetation management in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control.
- Environmental mitigation activity to address stormwater management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff.
- Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.
- The Safe Routes to School Program – A separate application form must be filled out and included with the Transportation Alternatives application. Because of the extensive nature of the Safe Routes to School application, an additional year may be needed before a Safe Routes to School project can be programmed.

The Department receives an annual allocation of approximately \$5,000,000 in Transportation Alternatives funds per year to be disbursed among the 18 counties that make up District Two. In this solicitation cycle, the Department is asking for a **maximum of two (2) projects in addition to any Safe Routes to School project applications** to be submitted within the Gainesville Metropolitan Transportation Planning Organization (MTPO) boundary. Please prioritize these projects when submitted. The Department will also send a separate solicitation letter to Alachua County requesting a maximum of two (2) projects outside the MTPO boundary.

For Alachua County, the following Transportation Alternatives Projects are already in the tentative FY 2017 - FY2022 work program and do NOT need a new application (this list includes projects inside and outside the MTPO boundary):

- | | | |
|-----------|---------------------|--|
| • 4333572 | Sidewalk | SW 170 th St from S. of SW 147 th Ave to SW 128 th Pl |
| • 4339881 | Sidewalk | Melrose, SR 26 from Santa Fe Park to End of Existing Sidewalk |
| • 4339891 | Bike Path/Trail | SW 27 th Street from Williston Road to SW 35 th Place |
| • 4339901 | Bike Path/Trail | Poe Springs Road from Poe Springs to US 27/Main St. |
| • 4355591 | Bike Path/Trail | Norton Elementary School Trail (NW 39 th Ave to NW 45 th Ave) |
| • 4373331 | Bike Lanes/Sidewalk | NW 19 th Lane from NW 16 th Terr to US 441/NW 13 th St
(Cycle Track) |

Please note the following:

- Projects off the State Highway System must be performed by the Local Agency via a Local Agency Program (LAP) agreement.
- Projects that were applied for in a previous year, but were not programmed, will need to be requested again if the project is still desired.
- If ALL the Right-of-Way necessary to construct the project is not currently in public ownership, please do not submit an application until you speak with us.
- The "Certification of Project Sponsor" on the last page of the application must be filled out and signed before a project will be programmed.

Once an application is received it will be evaluated for constructability, financial feasibility, and prioritized. If the project is programmed the local agency will be notified that the project will be added to the Tentative 5-Year Work Program. If the project is not programmed but remains a priority with the local agency, then the project will need to be requested in the next solicitation cycle.

Please submit separate projects on separate application forms. Submit completed applications to me no later than **December 9, 2016**. The application may be sent by email or regular mail at the address below.

If you have any questions or comments or need further clarification, please call me at (386) 961-7878 or (800) 749-2967, Extension 7878.

Sincerely,



Barney Bennette
Transportation Planning Manager
Florida Department of Transportation, District 2
1109 S. Marion Avenue
Mail Station 2007
Lake City, FL 32025-5874
email: barney.bennette@dot.state.fl.us.

EXHIBIT 2



FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION ALTERNATIVES PROGRAM
APPLICATION

Form TAP-001-2
February 2008

APPLICANT INFORMATION

Date:

PROJECT SPONSOR:

CONTACT PERSON:

TITLE:

ADDRESS:

ZIP:

FAX:

PHONE:

EMAIL:

PROJECT SPONSOR'S LOCAL AGENCY PROGRAM (LAP) CERTIFICATION STATUS:

☐ Currently LAP Certified
(Year of Certification:)

☐ Not LAP Certified

☐ Seeks Project Specific Certification

PROJECT INFORMATION

PROJECT PRIORITY NO.:

PROJECT TITLE:

PROJECT LOCATION:

PROJECT LENGTH:

TERMINI:

BRIEF PROJECT DESCRIPTION:

PROJECT IS SUBMITTED UNDER WHICH ELIGIBLE PROGRAM TYPE:

- ☐ Transportation Alternative, defined in 23 USC 101
- ☐ Recreational Trail, defined in 23 USC 206
- ☐ Safe Routes to School, defined in 23 USC 402 note, Public Law 109-59
(Safe Routes to School Application **must** accompany this application)
- ☐ Roadway construction within former interstate routes or other divided highways

QUALIFYING ACTIVITIES

Check the Transportation Alternative activity that the proposed project will address. Please check one activity that represents the majority of the work proposed. (Note: Checking more activities does not ensure or increase eligibility.) Eligible activities must be consistent with details described under 23 U.S.C. 101(a)(29) and 213(b).

- ☐ Construction of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990
- ☐ Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.
- ☐ Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other nonmotorized transportation users
- ☐ Construction of turnouts, overlooks, and viewing areas
- ☐ Community improvement activities, which include but are not limited to:
 - ☐ Inventory, control, or removal of outdoor advertising
 - ☐ Historic preservation and rehabilitation of historic transportation facilities
 - ☐ Vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control
 - ☐ Archaeological activities relating to impacts from implementation of a transportation project eligible under title 23
- ☐ Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to:
 - ☐ address stormwater management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff, including activities described in sections 133(b)(11), 328(a), and 329 of title 23; or
 - ☐ reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.
- ☐ The safe routes to school program eligible projects and activities listed at section 1404(f) of the SAFETEA-LU: ***(A Safe Routes to School application must accompany this application.)***
 - ☐ infrastructure-related projects
 - ☐ Noninfrastructure-related projects
 - ☐ Safe Routes to School Coordinator
- ☐ Planning, designing, and constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

PROJECT DESCRIPTION

Roadway Name and/or Number:

(A location map with aerial view must be attached)

☐ **On-System Project**
(State Roadway)

☐ **Off-System Project**
(Local Roadway)

Project Termini- Begin:

End:

Project Length:

Scope of Work *(Attach conceptual plans if available):*

Summarize any special characteristics of the project *(Provide Typical Section drawings and describe the typical section here.):*

Describe existing right-of-way ownerships along the project *(Describe when the right-of-way was obtained and how ownership is documented, i.e., plats, deeds, prescriptions, easements):*

Is right-of-way acquisition proposed? If Yes, describe proposed acquisition including expected fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right-of-way.

☐ **Yes**

☐ **No**

Provide any additional project specific information that should be considered.

PROJECT IMPLEMENTATION INFORMATION

Project phases included in funding request: ☐ Planning Activities
☐ Project Development & Environment Study
☐ Preliminary Engineering/Final Design Plans
☐ Construction
☐ Construction Engineering & Inspection

Describe any project work phases that are currently underway or have been completed.

Describe the proposed method of performing and administering each work phase of the project. *(If it is proposed that the project be administered by a governmental entity other than the Department of Transportation, the entity must be certified to administer Federal Aid project in accordance with the Department Local Agency Program (LAP) Manual (Topic No. 525-010-300).)*

Refer to Chapter 18 of the LAP Manual requirements regarding use of consultants.

Planning	PD&E	Design	R/W Acquisition	Construction
<input type="checkbox"/> Applicant's Staff	<input type="checkbox"/> Applicant's Staff	<input type="checkbox"/> Applicant's Staff	<input type="checkbox"/> Applicant's Staff	<input type="checkbox"/> Applicant's Staff
<input type="checkbox"/> Applicant's Cons	<input type="checkbox"/> Applicant's Cons	<input type="checkbox"/> Applicant's Cons	<input type="checkbox"/> FDOT	<input type="checkbox"/> Applicant's CEI
<input type="checkbox"/> FDOT	<input type="checkbox"/> FDOT	<input type="checkbox"/> FDOT		<input type="checkbox"/> FDOT

Have any public information, or community, meetings been held? ☐ Yes ☐ No

Describe public, and private, support for the project. *(Examples: petitions, written endorsements, resolutions, etc.)*

Explain the proposed ownership and maintenance responsibilities for the project when complete?

Are matching funds being applied to the project? If so, explain any limitations to those funds. ☐ Yes ☐ No

Provide any additional implementation information that should be considered.

PROJECT COST ESTIMATE

Below, provide a summary of the estimated cost for the work being proposed. *(A detailed project cost estimate must be attached to this application.)*

Planning Activities	_____
Project Development & Environment Study	_____
Preliminary Engineering / Final Design Plans	_____
Construction	_____
Construction Engineering & Inspection Activities	_____
Other (Describe) _____	_____
Total Estimated Cost	\$ 0

PROJECT FUNDING

TA FUNDS	<u>LOCAL FUNDS</u>	<u>TOTAL</u>
		\$ 0
<u>TA FUND %</u>	<u>LOCAL FUND %</u>	<u>TOTAL</u>
0%	0%	0%

CERTIFICATION OF PROJECT SPONSOR

I hereby certify that the proposed project herein described is supported by _____ (sponsoring entity) and that said entity will: (1)provide any required funding match; (2)enter into a maintenance agreement with the Florida Department of Transportation, as necessary; (3)comply with the Federal Uniform Relocation Assistance and Acquisition Policies Act (The Uniform Act) for any right-of-way actions required for the project; (4)comply with NEPA process prior to construction which may require involvement with the State Historic Preservation Officer (SHPO), and other State and/or Federal agencies, prior to construction; and (5)support other actions necessary to fully implement the proposed project. I further certify that the estimated costs included herein are reasonable and that _____ (sponsoring entity) will follow through on the project once programmed in the Florida Department of Transportation's Work Program.

Signature

Print Name

Title

Date

FOR FDOT USE ONLY

Application Complete	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Project Eligible	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Implementation Feasible	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Include in Work Program	<input type="checkbox"/> Yes	<input type="checkbox"/> No



September 26, 2016

TO: Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area
FROM: Scott R. Koons, AICP, Executive Director *SRK*
SUBJECT: Safe Routes to School Program - 2016 Application Notice

STAFF RECOMMENDATION

No Action Required.

BACKGROUND

The Florida Department of Transportation has released its 2016 notice for applications for Safe Routes to School program funds. Please note that applications are due December 30, 2016. Information about the program provided in the attached notice (Exhibit 1) consists of:

- critical dates for the 2016-17 grant application cycle;
- eligibility criteria for Safe Routes to School grants;
- 2015 Safe Routes to School grant awards, including Metcalfe Elementary School;
- October 5, 2016 Walk to School Day notice; and
- Safe Routes to School Coordinator contact information.

Attachment

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September 2016

Florida SRTS in Action

What is the Goal of SRTS?

The goal of SRTS program is to get more students walking and bicycling where it is safe and to fix the conditions where it is not safe. The opportunity to bike and walk to school offers a solution to an array of concerns about traffic safety, traffic congestion, transportation costs and lack of physical activity. At the same times, walking and bicycling to school provides an opportunity for students to build independence. Our goal is based on making that solution into a reality.

Call for Applications

**September 1, 2016 opens the call for applications
for Safe Routes to School Applications in Florida.**

Florida is seeking applications to plan, develop, implement and evaluate eligible Safe Routes to School (SRTS) infrastructure projects. The application is available at the following link.

<http://www2.dot.state.fl.us/proceduraldocuments/forms/ByNumber.asp?formnumber=500-000-30>

Eligible recipients of these funds to be used for SRTS projects are limited to state, local and regional transportation maintaining agencies, including schools and school districts. Schools and School Districts will need to partner with a maintaining agencies to complete the projects. Applications will be accepted only from these entities. Recipients of SRTS funds will be responsible for all aspects of project implementation.

Eligible SRTS projects shall directly support increased safety and convenience for students in grades K-high school to walk and/or bicycle to/from school. In addition, all projects that use SRTS funds shall comply with applicable federal, state and local provisions.

DATES TO REMEMBER

09/01/16	Call for Applications
12/30/16	Applications due to your local FDOT District
August, 2017	Notifications letters sent to applicants

Projects Awarded in the 2015 Call for Applications

These projects include a number of different things: signing and pavement markings, school zones, signals, sidewalks and even school bus shelters. For more information about any of these projects, please contact your FDOT District SRTS Coordinator. See back page for your local coordinator listing.

ALACHUA COUNTY

Metcalfe Elementary School
Construction 2020

BAY COUNTY

Parker Elementary
Construction 2019

BREVARD COUNTY

Port Malabar Elementary
Christa McAuliffe Elementary
Columbia Elementary
Discovery Elementary
Jupiter Elementary
Construction 2020

CALHOUN COUNTY

Altha Elementary
Construction 2019

CITRUS COUNTY

Pleasant Grove Elementary
Construction 2020

Forest Ridge Elementary
Construction 2018

DUVAL COUNTY

Atlantic Beach
Construction 2018

GADSDEN COUNTY

Crossroads Academy
Construction 2019

HILLSBOROUGH COUNTY

Cypress Creek Elementary
Kenly Elementary
Gibson Elementary
Mort Elementary
Construction 2020

JACKSON COUNTY

Cottontale High
Construction 2021

LAKE COUNTY

Treadway Elementary
Construction 2020

LEE COUNTY

Trafalgar Elementary
Construction 2019

LEON COUNTY

Kate Sullivan Elementary
Sabal Palm Elementary
Ruediger Elementary
Canopy Oaks Elementary
Pineview Elementary
Construction 2019

MARTIN COUNTY

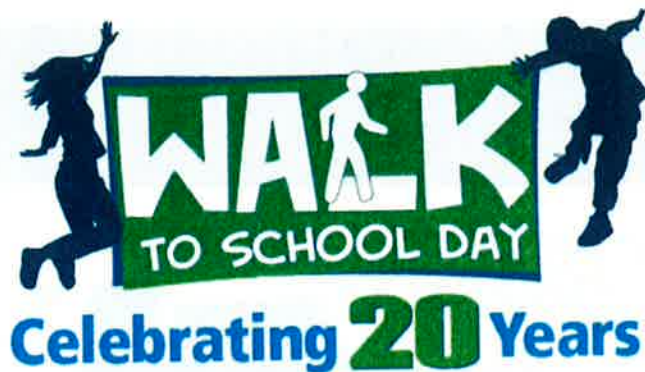
Port Salerno Elementary
Construction 2020

MIAMI-DADE

Carrie P. Meek/Westview K-8
Flagami Elementary
Hubert O Sibley K-8
Shadowlawn Elementary
Bunche Park Elementary
Miami Elementary
Myrtle Grove K-8
Florida City Elementary
Robert Russa Moton Elementary
North Twin Lakes Elementary
Norman S. Edelcup K-8
Construction 2021

OKEECHOBEE COUNTY

Seminole Elementary
Construction 2020



October 5, 2016 marks the 20th Walk to School Day celebration!

Walk to School Day began with strong mayor participation – in 1997, Chicago's Mayor Daley and Los Angeles' Mayor Riordan walked with students to school. Since then, mayors nationwide have hit the sidewalks in October. Walk to School Day is a great opportunity for a mayor to talk about their commitment to child and youth pedestrian and bicyclist safety and to discuss what they're going to do to make their community more walkable.

We're getting the word out both through information directly to mayors and their teams about why and how they can participate, and to Walk to School Coordinators and supporters like you. We're going to be adding more resources on to the www.walkbiketoschool.org page in the next few weeks as well.

We hope you'll encourage your communities, stakeholders, and networks of SRTS programs to invite their mayors to join the 20th celebration. And if you're not already planning to do so, consider participating in an event and inviting your mayor to attend. Your leadership can help build support for this event and inspire others to join the celebration.

Also new this year, an updated Walk to School Day registration system. In order to make registration more simple, we've removed the username/password requirement. Now registration can be completed in just a few steps.

Last year there were 5034 schools nationwide that participated. Florida had 430 of those schools. Let's aim high and shoot for 450 schools statewide. Don't forget to register at www.walkbiketoschool.org. Then send me (Sarita.taylor@dot.state.fl.us) your event ideas before and after. I love to share what your schools are doing.

P.S. Make sure you register your school early. You never know when a special somebody might just pick your school to walk with.

PARTNERS COUNT!

Please take the time to visit some of our partners.



[Alert Today Florida](#)



[WALKSAFE](#)



[BIKESAFE](#)



[Florida School Crossing Guard Program](#)



[Bicyclist Safer Journey](#)



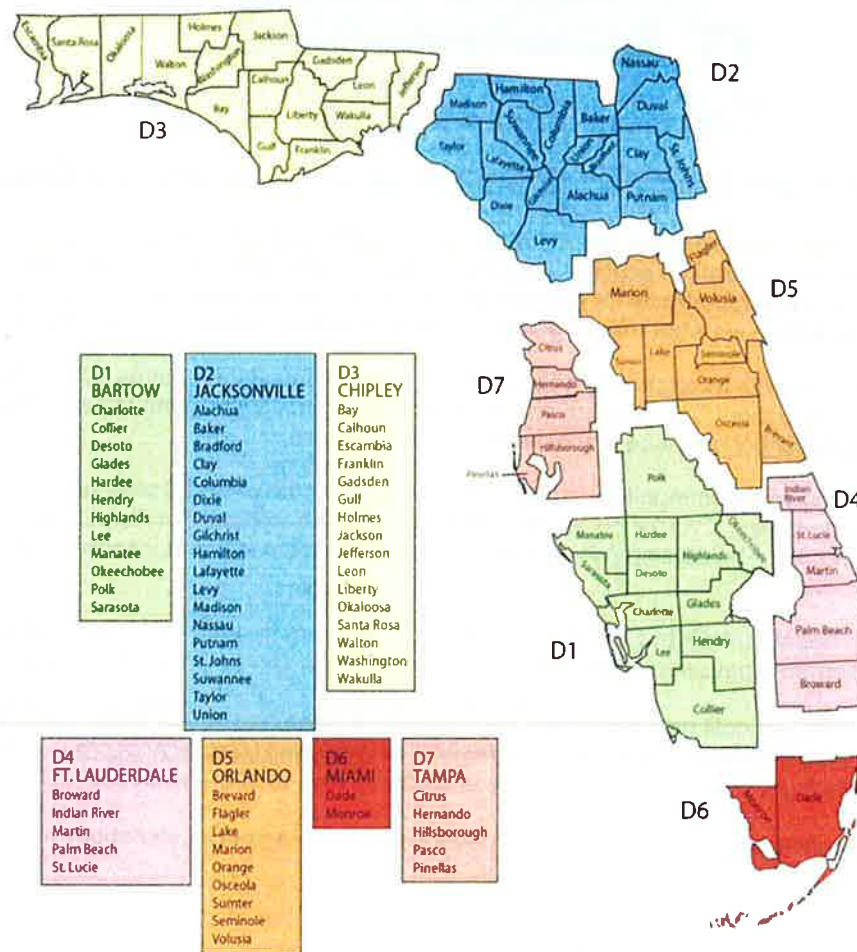
[Pedestrian Safer Journey](#)



[Pedestrian & Bicycle Resource Center](#)

For more information regarding the program and guidelines, please visit:

www.srtsfl.org



FDOT District SRTS Coordinators

Dist	Contact	Phone	Email
1	David Wheeler	863-519-2378	David.Wheeler@dot.state.fl.us
2	Jeff Scott	904-360-5644	Jeffrey.Scott@dot.state.fl.us
3	Michael Lewis	850-330-1266	Mike.Lewis@dot.state.fl.us
	Barbara Lee	850-330-1428	Barbara.Lee@dot.state.fl.us
4	Tracey Xie	954-777-4355	Yujing.Xie@dot.state.fl.us
	Tom Miller	954-777-4073	Thomas.Miller@dot.state.fl.us
5	Tony Nosse	386-943-5334	Anthony.Nosse@dot.state.fl.us
	Chad Lingenfelter	386-943-5336	Chad.Lingenfelter@dot.state.fl.us
6	Misleidys Leon	305-470-5345	Misleidys.Leon@dot.state.fl.us
7	Matt Weaver	813-975-6254	Matthew.Weaver@dot.state.fl.us




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September 26, 2016

TO: Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area

FROM: Scott R. Koons, AICP, Executive Director 

SUBJECT: Archer Road (State Road 24) Projects Coordination-
Florida Department of Transportation Response

STAFF RECOMMENDATION

No Action Required.

BACKGROUND

At its June 27, 2016 meeting, the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area discussed the Transportation Improvement Program. During this discussion, the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area approved a motion to:

request that the Florida Department of Transportation, City of Gainesville and the University of Florida coordinate the implementation of the following projects:

- *SW 13th Street at Archer Road Traffic Signal Update (4358911);*
- *Archer Road Landscaping Project (4359291); and*
- *Archer Road Campus Development Agreement-funded modifications.*

Please find attached, as Exhibit 1, the Florida Department of Transportation response concerning the coordination of the Archer Road (State Road 24) projects.

Attachment

t:\scott\sk17\mntpo\memo\sr24_coord_fdot.docx

EXHIBIT 1



Florida Department of Transportation

1109 South Marion Avenue – MS 2000
Lake City, Florida 32025-5874

RICK SCOTT
GOVERNOR

SKME
RECEIVED

JUL 29 2016

NORTH CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL

JIM BOXOLD
SECRETARY

July 15, 2016

The Honorable Helen K. Warren
Chair, Metropolitan Transportation Planning Organization
For the Gainesville Urbanized Area
2009 NW 67th Place
Gainesville, FL 32653-1053

Re: Archer Road Projects Coordination

Dear Chairwoman Warren

Thank you for your letter of June 29, 2016, relaying the concerns of the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area (MTPO) regarding coordination of projects along Archer Road (SR 24). The projects are:

1. SW 13th Street (SR 25 / US 441) at Archer Road (SR 24) traffic signal (4358911)
2. Archer Road (SR 24) Landscaping Project (4359291)
3. Archer Road Campus Development Agreement-funded modifications

1. The first of the two Department projects is our Traffic Signal Improvement at the intersection of SW 13th Street (SR 25 / US 441) and Archer Road (SR 24). Currently, Preliminary Engineering (design) is funded in Fiscal Year 2017/18. We have not identified funding for any potential right-of-way acquisition or construction. Thus, it is likely to be several years before we proceed beyond the currently programmed engineering effort. We do not see any conflict between our long term intersection improvement, and the City's current project.

2. The second of the two Department projects is our Landscaping project along Archer Road (SR 24) from SW 78th Street to SW 13th Street is funded for Construction in Fiscal Year 2017/18. Our Design efforts are still preliminary, allowing us the flexibility to adapt to match the City's project on Archer Road. The Department commits to coordinating our landscape design to the City's plans as approved through our Permit process.

3. Regarding the Community Development Agreement funded modifications to Archer Road, we have been working closely with staff from the City of Gainesville Public Works Department, including Ms. Betsy White. From this coordination, we are aware of the general

scope of the City's proposed improvements to the intersection of SW 13th Street and Archer Road. We anticipate that Public Works will soon be submitting design plans to our Permits Office. These plans will be subject to our normal plan-review process, with comments and questions being provided to Public Works, as appropriate. Once any issues are resolved, the Department will issue the appropriate permits to allow the City of Gainesville to make improvements within the Department's right-of-way.

I appreciate the interest in our transportation system expressed by you and the MTPO. Should you have additional questions about the coordination of these projects please contact Mr. Jim Knight at 904-360-5646 or james.knight@dot.state.fl.us

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Evans", is written over a light blue horizontal line.

Greg Evans
District Two Secretary

xc: Scott Koons, AICP
James Knight, PE
Karen Taulbee, AICP
James Green




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September 26, 2016

TO: Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area
FROM: Scott R. Koons, AICP, Executive Director 
SUBJECT: All Aboard Florida

STAFF RECOMMENDATION

No Action Required.

BACKGROUND

At its August 1, 2016 meeting, the Metropolitan Transportation Planning Organization discussed the All Aboard Florida intercity passenger service. During this discussion, the Metropolitan Transportation Planning Organization approved a motion to:

“authorize the Chair to send a letter to All Aboard Florida to open up discussion regarding its expansion from Orlando to Jacksonville and receive materials regarding costs, feasibility, service and intent.”

Please find attached information provided by All Aboard Florida concerning intercity passenger rail service as Exhibit 1.

Attachment

t:\scott\sk17\mtpo\memo\all_aboard_fl_info.docx

EXHIBIT 1



2855 Le Jeune Road | 4th Floor
Coral Gables, FL 33134
T: 305.520.2300 | allaboardflorida.com

SK ME

September 26, 2016

The Honorable Helen K. Warren
Chair, Metropolitan Transportation Planning Organization
for the Gainesville Urbanized Area
2009 NW 67th Place
Gainesville, FL 32653

RECEIVED

SEP 26 2016

NORTH CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL

Dear Chair Warren,

Thank you for your letter and the Board's interest in All Aboard Florida's Brightline.

To date, we have not announced plans for an expanded system. We are focused on finishing construction and launching the Miami-to-West Palm Beach segment and finalizing the necessary permits required for Phase 2, which extends the service to Orlando. Establishing this infrastructure backbone is the important first step in developing what could become a statewide system that connects to existing and future transportation corridors.

Again, we appreciate the Board's interest in Brightline, and we will keep members updated as the project progresses.

Regards,

A handwritten signature in blue ink, appearing to be "P. Michael Reininger", followed by a horizontal line.

P. Michael Reininger
President

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All Aboard Florida

All Aboard Florida develops innovative multi-use community spaces that incorporate a unique transportation service. The company is building Brightline and dynamic mobility-centric urban centers in Miami, Fort Lauderdale and West Palm Beach. All Aboard Florida is a part of Florida East Coast Industries, parent company of successful operations in real estate, transportation and infrastructure.

About Florida East Coast Industries

Florida East Coast Industries, LLC (FECI) is one of Florida's oldest and largest full-service commercial real estate, transportation, and infrastructure companies. Headquartered in Coral Gables, Fla., FECI has a rich history dating back over a century. Mr. Henry Flagler first established a predecessor company in 1892, which became a pioneer in the development of Florida's eastern coast. Today, FECI continues to transform Florida as the parent company to four distinct business lines including Flagler, a full-service commercial real estate company; All Aboard Florida, the United States' first privately owned and operated intercity passenger rail system; Flagler Global Logistics, an integrated logistics company that offers a wide range of logistics services and real estate solutions; and Parallel Infrastructure, a leader in third-party Right of Way (ROW) investments and management services. FECI is owned by private equity funds managed by affiliates of Fortress Investment Group, LLC. For more information, visit www.feci.com.

Contact Us

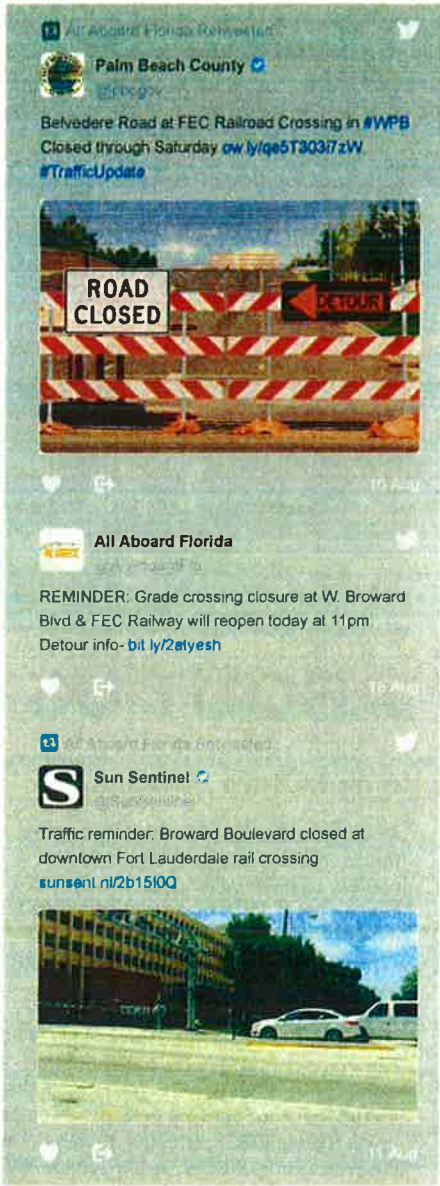
For comments or questions about All Aboard Florida, email us at info@AllAboardFlorida.com.

For media inquiries regarding Brightline, please contact AnneMarie Mathews, Vice President, Media Relations, at (305) 520-2379.

For media inquiries regarding All Aboard Florida, please contact Ali Soule, Public Affairs Manager at (305) 520-2105.

Corporate Headquarters:
2855 Le Jeune Road
4th Floor
Coral Gables, Florida 33134
Main: (305) 520-2300

THE CONVERSATION





PASSENGER TRAIN TRAVEL

EXPRESS TRAIN SERVICE

All Aboard Florida proudly introduces Brightline, an express train service that will provide express, safe, relaxing, intercity travel in one of the most populous and visited regions in the United States. Brightline presents a bright and optimistic view of the future for the millions of residents and tourists who crisscross the state's highways and skyways annually by offering an important new travel alternative in Florida, the first of its kind in the United States.

Brightline is reinventing what traveling by train can mean in America, making it a forward-leaning solution that is a smarter alternative to more cars on crowded roads. The new service will blend train travel and hospitality, creating a new and innovative travel experience focused on providing customer service that extends well beyond the trains and stations

Brightline will use the existing Florida East Coast Railway corridor between Miami and Cocoa, and is building new track along State Road 528 between Cocoa and Orlando. Once complete, it will serve residents and visitors in this area with a train that is convenient, safe, fast and environmentally friendly.

This train doesn't just do wonders for transportation. It does a lot for the Florida community. Over the next eight years, it will have a direct, positive impact on Florida's economy. During construction, it will create nearly 10,000 jobs. It will also require zero funding from taxpayers. And it's all moving full-speed ahead.

MODERN PASSENGER RAIL

Driving from Miami to Orlando takes about four hours. Brightline will allow passengers to cover that same distance in about three hours — while reading, relaxing or simply enjoying a more productive way to travel.

CURRENT
CONSTRUCTION:

-113-

Quality passenger rail holds the power to transform the travel experience. Rather than putting miles on your own car, paying for gas and navigating heavy traffic, passengers can sit back and enjoy the ride. Brightline will deliver you to your destination faster than when driving — and you will arrive more relaxed, refreshed and comfortable.

SERVICE BEGINS IN 2017

[Brightline](#) will launch service between Miami and West Palm Beach in 2017, with service from Miami to Orlando following. In the meantime, All Aboard Florida will be improving the route between Miami and Cocoa, building out the route between Cocoa and Orlando, and constructing modern train stations in Miami, Fort Lauderdale and West Palm Beach.

Station construction projects at the four destination cities are at various stages. Skidmore, Owings and Merrill (SOM) designed the three South Florida stations in association with Zyscovich Architects. Construction has begun in Miami, Fort Lauderdale and West Palm Beach, and each station will be completed in advance of the 2017 launch. Suffolk Construction is serving as general contractor in Miami, and Moss & Associates is the general contractor in Fort Lauderdale and West Palm Beach. The Orlando station will be part of a larger Intermodal Transportation Center at Orlando International Airport.

ADVANCED TRANSPORTATION FOR AN AMERICAN HOTSPOT

Millions live, work and vacation in the stretch of Florida between Orlando and Miami. Each station served by Brightline is strategically located near local transportation options, providing passengers convenient access to each city and destinations located throughout the region.

The Orlando Station will be adjacent to Orlando International Airport, allowing visitors from around the world a new and attractive option as they explore Central and South Florida.

DISCOVER THE SPEED OF RAIL

[Brightline](#) will transport passengers at speeds between 79 and 125 miles per hour —similar to that of the popular Acela Express that serves the Northeast. Construction includes new track between Orlando and Cocoa, as well as, new signal systems, upgraded crossings, double tracking and other improvements for the existing stretch between Cocoa and Miami.

The express inter-city Brightline trains are being built in California by Siemens and — indicative of the name — will each be adorned in a spectrum of five distinct colors: BrightRed, BrightOrange, BrightGreen, BrightBlue and BrightPink, led by BrightYellow locomotives. Brightline will make frequent departures and deliver a relaxed travel experience, providing a savvy alternative to Florida's crowded highways and airports. Brightline will dramatically ease that congestion, as well as present comforts and amenities valued by people on the go today such as convenient booking options, roomy and reserved onboard seating, free Wifi, on-board and in-station food and beverage selections and easy local transit connections.

The entire development of this passenger train system is focused on travelers and maximizing their convenience. Connect with [@Brightline](#) to stay updated on progress and news.

[Brightline, the train linking Miami and Orlando](#)

Latitud 2000 (Brazil)

Sep 20, 2016

[A Special Train](#)

Turismo Cero (Brazil)

Sep 20, 2016

[Ceremony held at construction site of Fort Lauderdale Brightline station](#)

WPLG-ABC

Sep 19, 2016

THE CONVERSATION



Belvedere Road at FEC Railroad Crossing in [WPB](#) Closed through Saturday [ow ly/qe5T303i7zW](#) [#TrafficUpdate](#)



[All Aboard Florida](#)

REMINDER: Grade crossing closure at W. Broward Blvd & FEC Railway will reopen today at 11pm. Detour info- [bit.ly/2atyesh](#)



Traffic reminder: Broward Boulevard closed at downtown Fort Lauderdale rail crossing [sunsent.nl/2b16i0Q](#)



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CONSTRUCTION UPDATES

Welcome to All Aboard Florida's construction updates page! As we commence construction on the south segment of this transformational project, we would like to share information on temporary construction activities.



As we upgrade our rail infrastructure along the corridor, please be reminded that the only safe and legal place to cross the tracks is at designated railroad crossings. Visit [Florida Operation Lifesaver for Safety Tips](#) and share these important safety tips with your entire family.

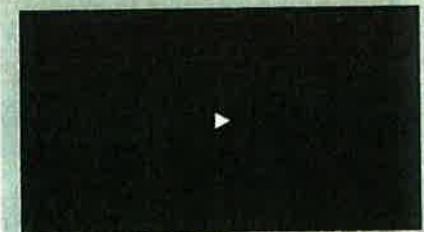
Safety is All Aboard Florida's highest priority and we are working to maximize safety during the construction of the south segment. Follow detour instructions and steer clear of all construction equipment and activities. We also encourage pedestrians to exercise caution when walking near or adjacent to our construction sites.

For more information on construction updates in our station cities, please explore the Miami, Fort Lauderdale, and West Palm Beach tabs. To report a construction-related problem or to ask a question, call 305-520-2105 or 305-520-2131.

For information on grade crossing construction/upgrades and temporary road closures, click [here](#).

Construction is well underway on all three of our south Florida stations, and track work, including the double tracking of the railway and the installation of new grade crossing equipment, is beginning to ramp up.

CURRENT CONSTRUCTION:

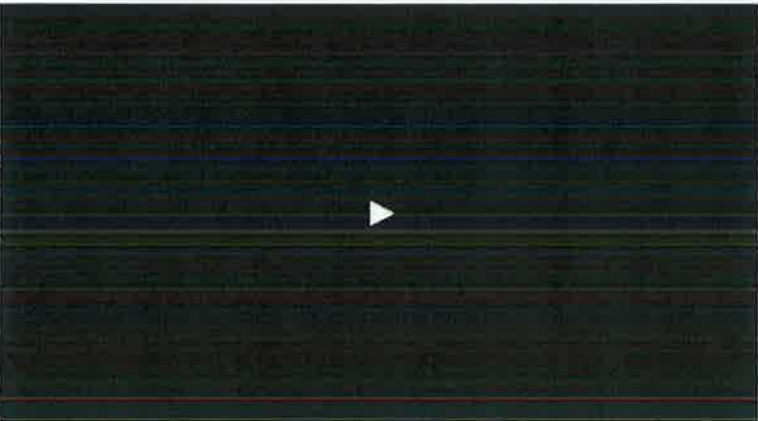


STATION UPDATES

MiamiCentral Construction Updates

MiamiCentral has been under construction since the beginning of 2015. Last year, All Aboard Florida selected Suffolk as the general contractor. Site clearing and demolition on the 9-acre station site began in late 2014.

In February, we started drilling concrete pilings to support 50 to 100' deep foundations. To date, almost all of the 1,600 pilings have been completed. Excavation and vertical construction is slated to begin soon.



Fort Lauderdale Station Construction Updates

Last year, All Aboard Florida demolished the existing building located on the future downtown Fort Lauderdale station site, and Moss & Associates was named as the general contractor for both the Fort Lauderdale and West Palm Beach stations. Site clearing occurred, and since early this year, underground foundation work has been underway. To date, storm drainage is being installed within the Florida East Coast Railway right of way as a portion of the 60,000-square foot station and platform will be located within the corridor. In July, the drilling of 84 piles, which were 40 to 45' deep (all located in the eastern portion of the FECR ROW), was completed. The seven pile caps and base for the large "V"-shaped columns were also poured.

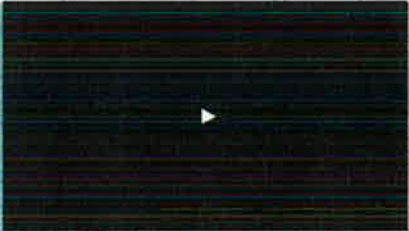


The portions of NW 2nd Avenue and NW 2nd Street that connect to each other in front of the station construction site will be closed for approximately 18 months. Access to the State office building will still be maintained along NW 2nd Avenue and access to the Level 3 Facility will still be maintained along NW 2nd Street. Construction work has been done the future surface parking lot and the extension of NW 2nd Street.


The asphalt work at the by-pass track is nearing completion. Storm water drainage has been installed for the station. Construction is also currently underway for a new 12-foot wide bike path on NW 2nd Ave.

West Palm Beach Station Construction Updates

Last year, All Aboard Florida demolished the existing buildings located on the downtown West Palm Beach station site. To date, the first round of piling work has been completed. This included 88 pilings, and each was 18" diameter, 40 to 45' deep. There is one more mobilization effort





THE CONVERSATION

 [All Aboard Florida](#)  Retweeted
 **Palm Beach County**  Retweeted

Belvedere Road at FEC Railroad Crossing in #WPB
Closed through Saturday [ow.ly/qe5T303i7zW](#)
#TrafficUpdate

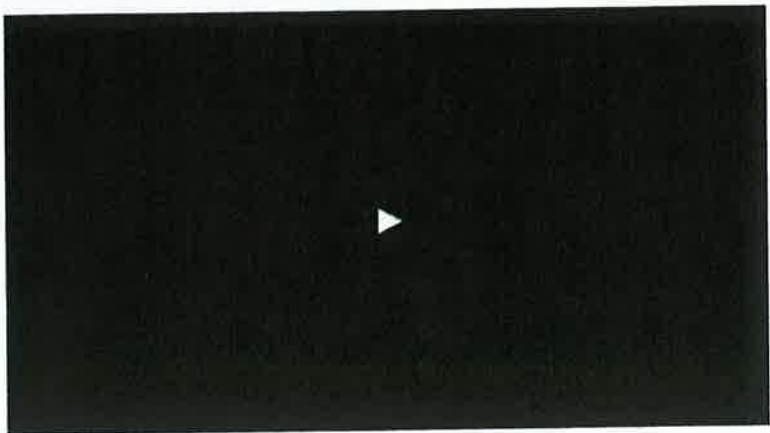


 [All Aboard Florida](#)  Retweeted
REMINDER: Grade crossing closure at W. Broward
Blvd & FEC Railway will reopen today at 11pm
Detour info- [bit.ly/2alyesh](#)

 [Sun Sentinel](#)  Retweeted
 **Sun Sentinel**  Retweeted
Traffic reminder: Broward Boulevard closed at
downtown Fort Lauderdale rail crossing
[sunsent nl2b1510Q](#)



required to install the remaining 12 pilings for the station foundation in the west side of the right of way. This will be completed once the bypass track is installed, a mirror of the effort underway in Fort Lauderdale. Construction crews poured the pile caps for the column bases and installing storm water drainage in the Florida East Coast Railway right of way for our station.



Currently a by-pass track allows freight traffic to pass the construction zone to the east which has allowed construction to continue. The team is continuing work on station site preparation and building a new access road. Grading work is also being completed since the new city utilities have been installed.

All Aboard Florida is also working through the City of West Palm Beach permitting process on the mixed use apartment and retail complex that will be built adjacent to the station.

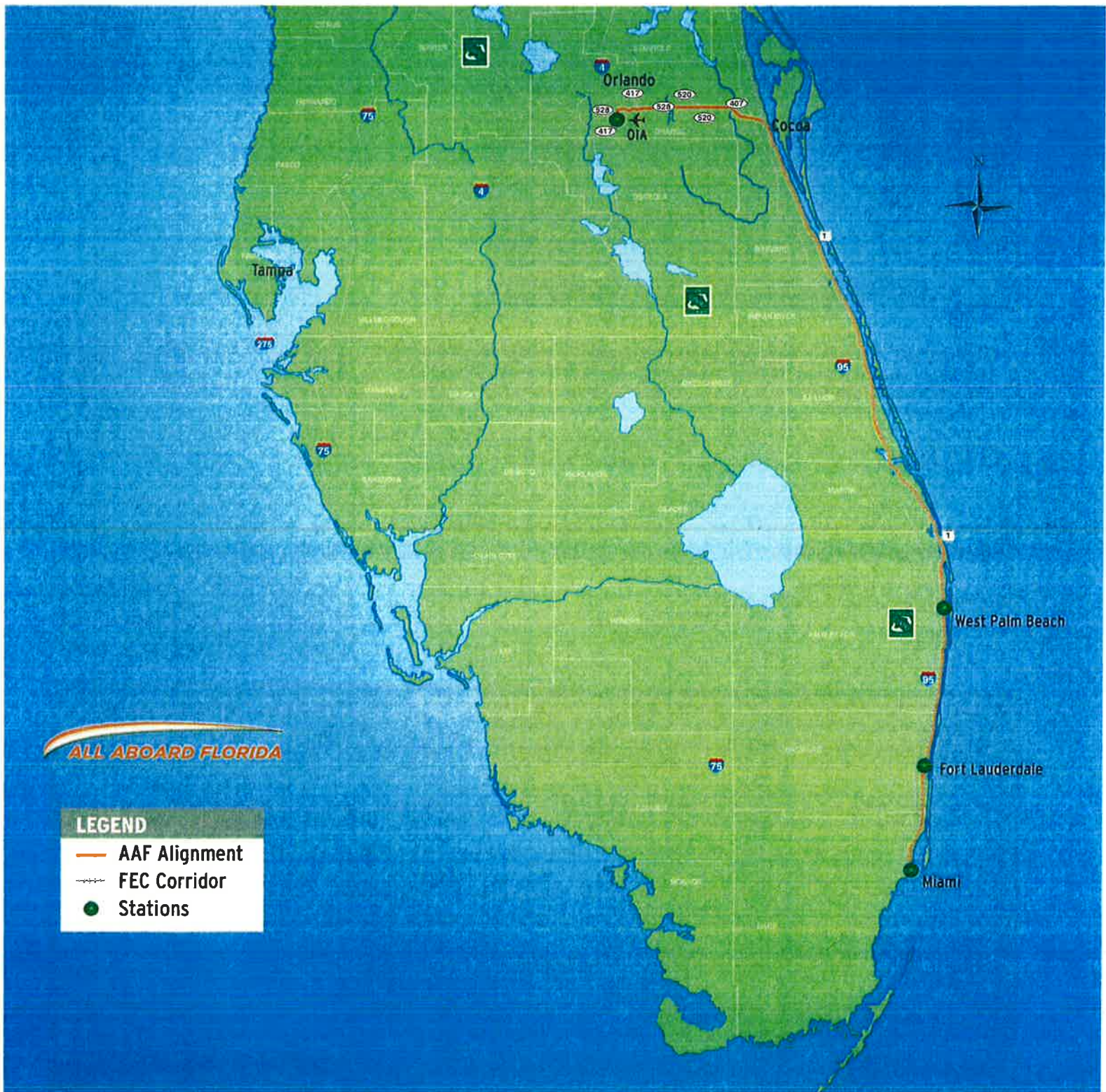
For construction-related inquiries:

Ali Soule, Public Affairs Manager
305-520-2105 | ali.soule@allaboardflorida.com




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September 26, 2016

TO: Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area
FROM: Scott R. Koons, AICP, Executive Director 
SUBJECT: Transportation Disadvantaged Program – Status Report

RECOMMENDATION

No action required. This agenda item is for information only.

BACKGROUND

Attached are the following reports:

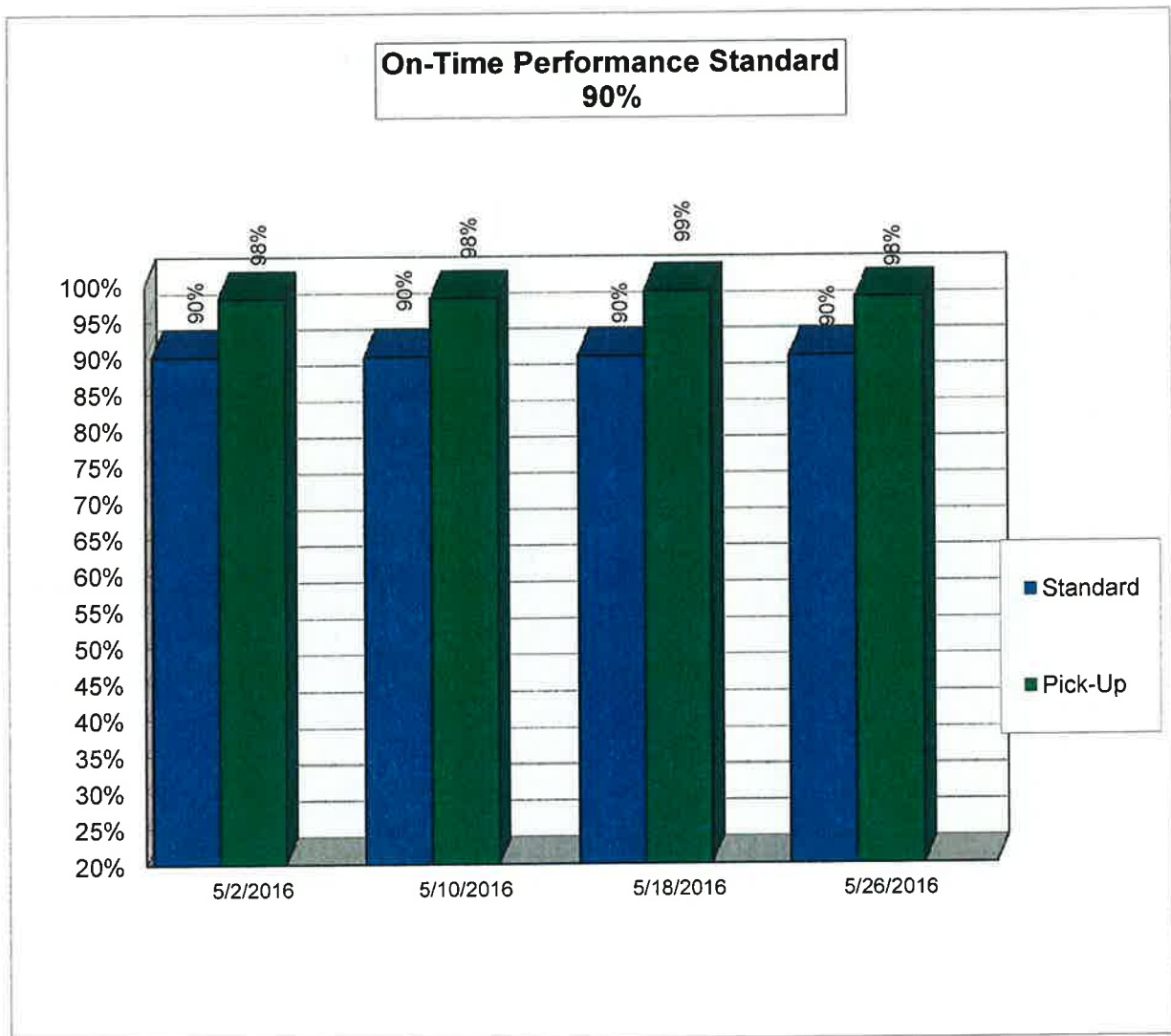
1. Alachua County Transportation Disadvantaged Service Plan Standards Report:
 - On-time performance
 - Complaints
 - Call hold time
 - Accidents
 - Roadcalls
2. MV Transportation Operations Report July 2015 - July 2016.

Attachments

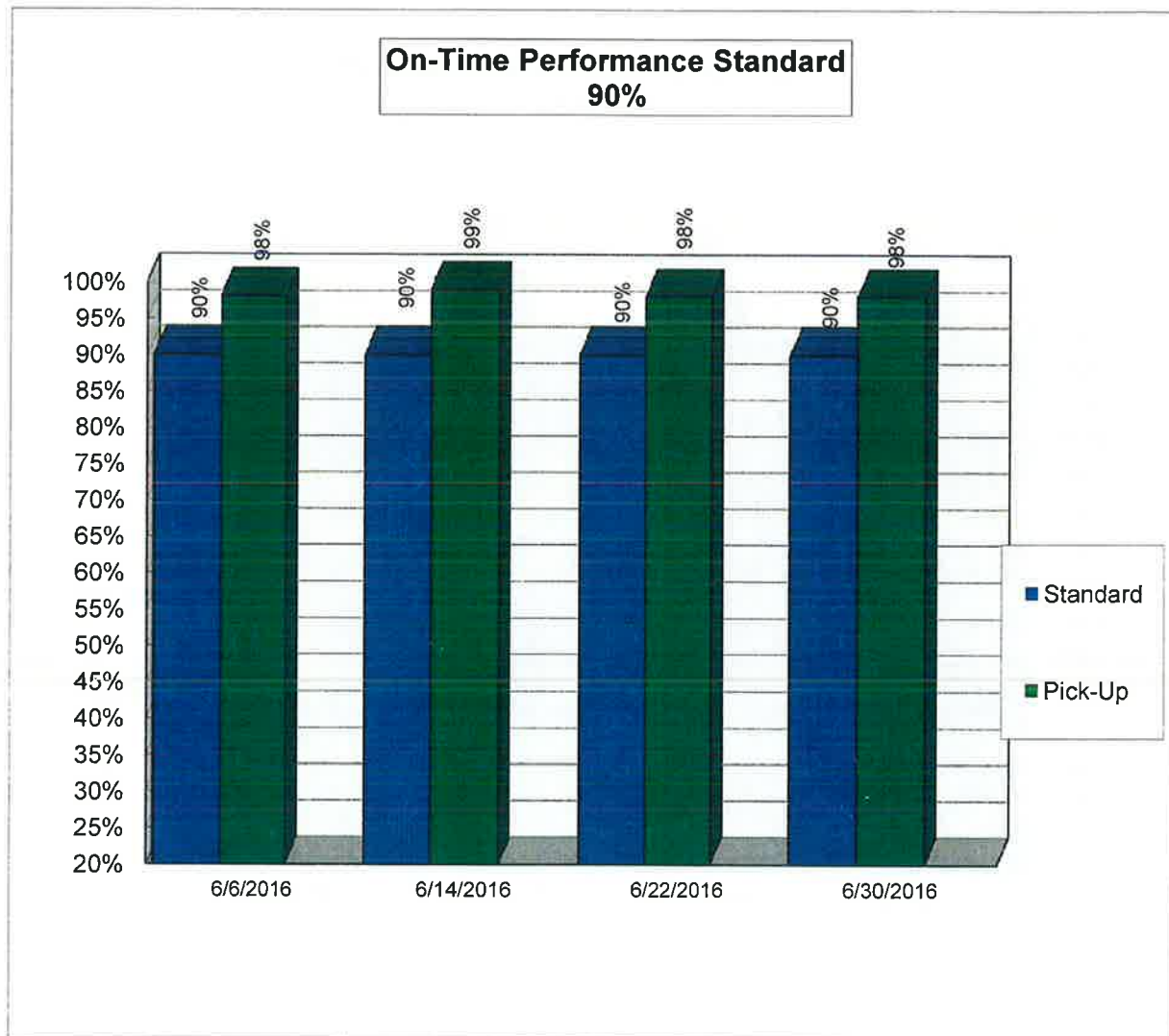
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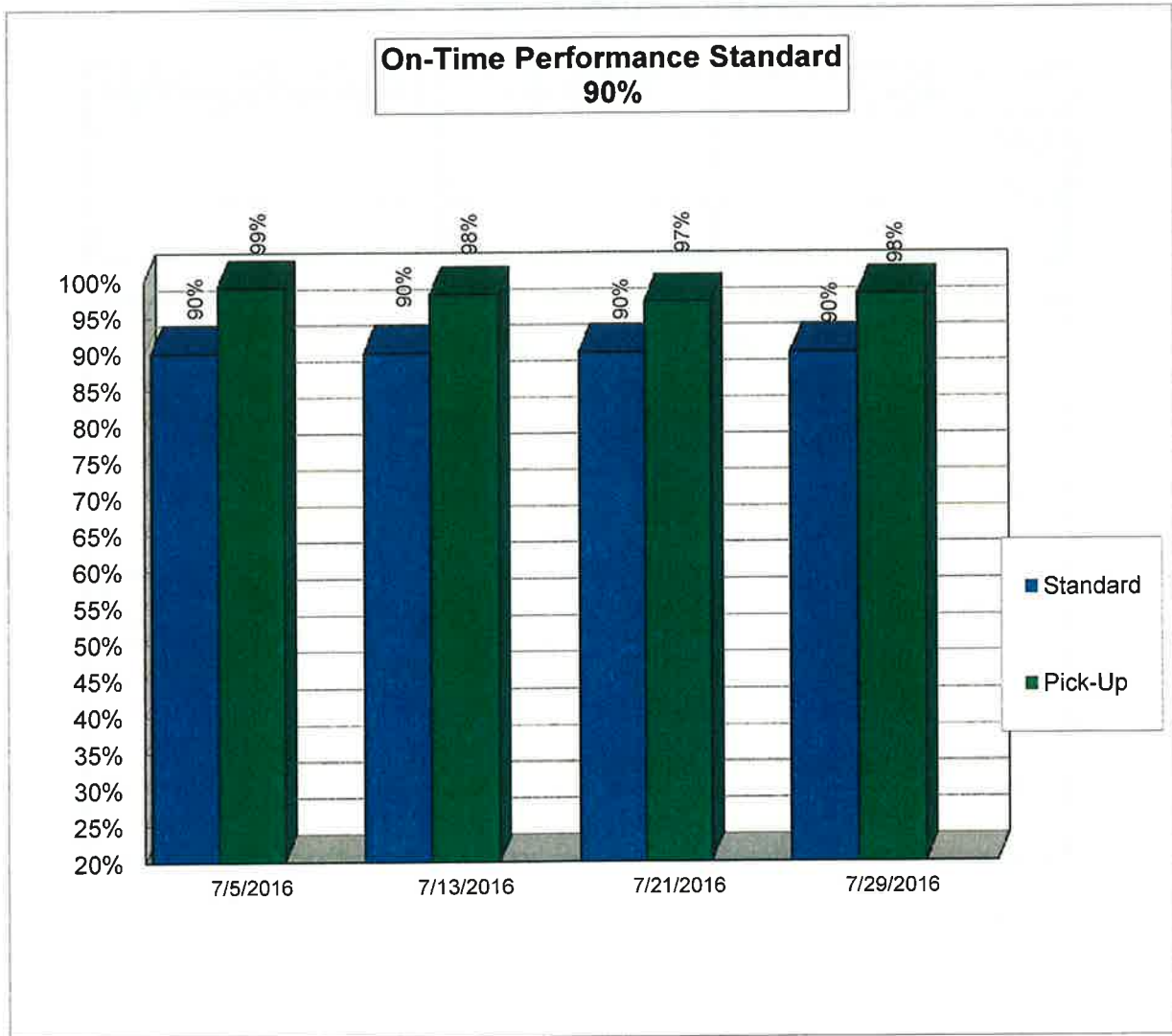
**TRANSPORTATION DISADVANTAGED
SERVICE PLAN (TDSP) STANDARDS
ALACHUA COUNTY, MAY 2016**



TRANSPORTATION DISADVANTAGED
SERVICE PLAN (TDSP) STANDARDS
ALACHUA COUNTY, JUNE 2016

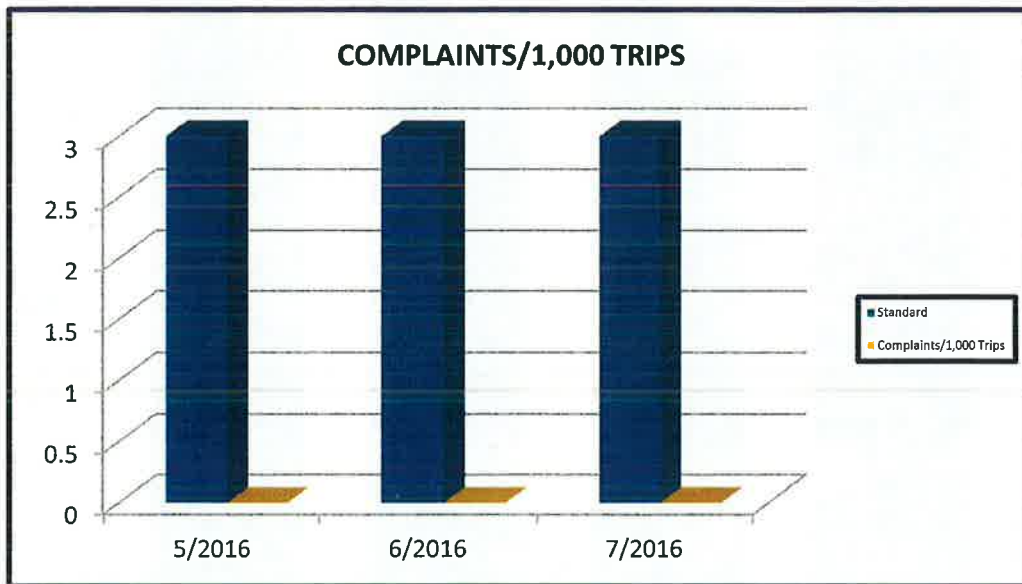


**TRANSPORTATION DISADVANTAGED
SERVICE PLAN (TDSP) STANDARDS
ALACHUA COUNTY, JULY 2016**



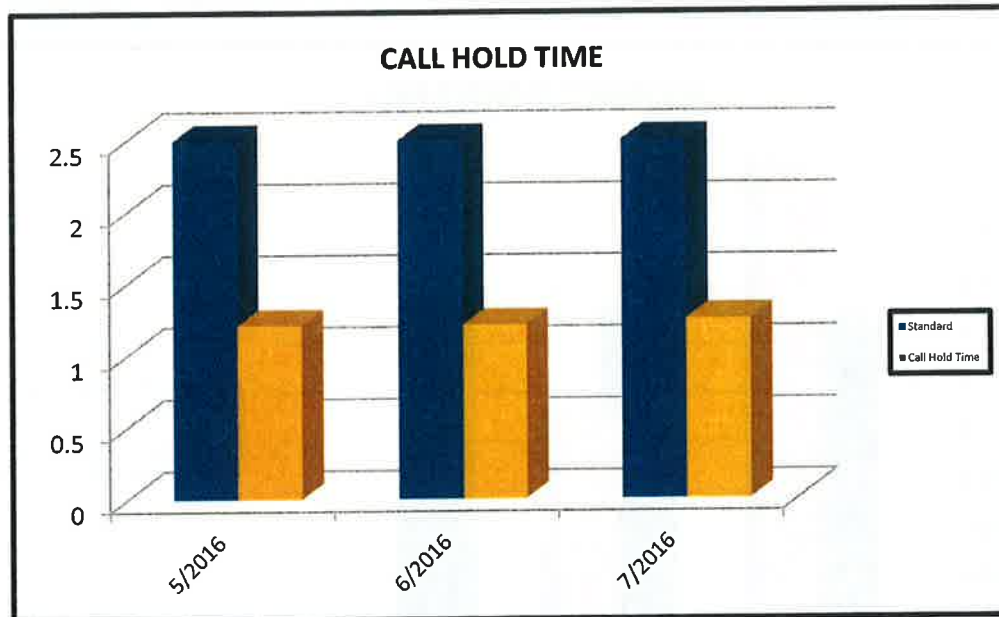
**TRANSPORTATION DISADVANTAGED
SERVICE PLAN (TDSP) STANDARDS
ALACHUA COUNTY, MAY - JULY 2016**

MONTH	STANDARD	COMPLAINTS/1,000 TRIPS
5/2016	3	0
6/2016	3	0
7/2016	3	0



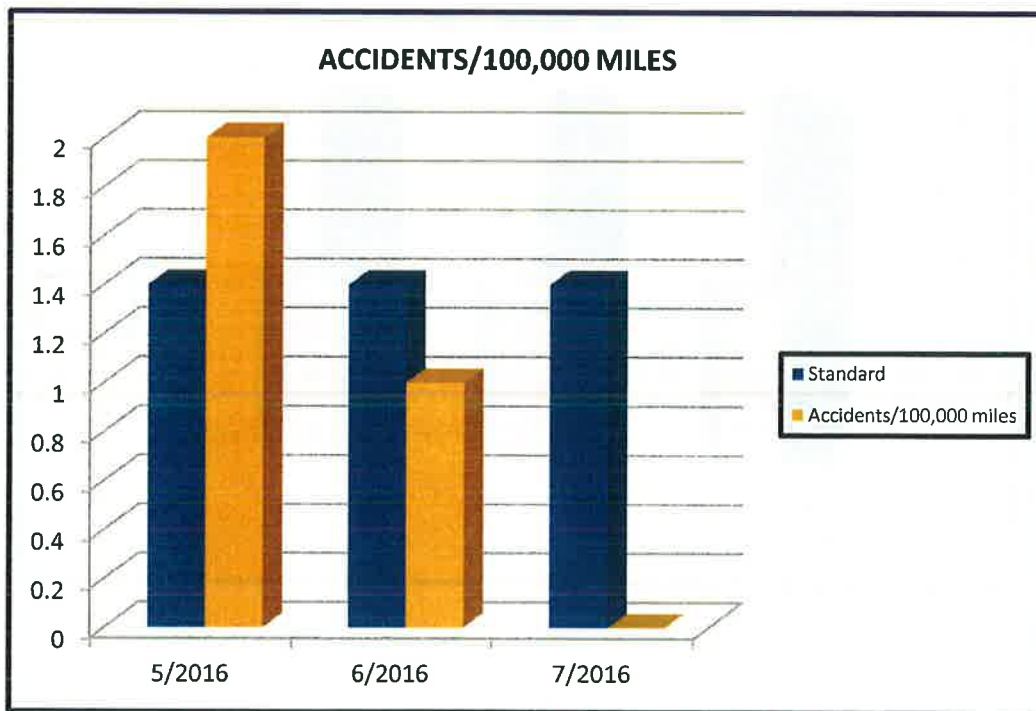
**TRANSPORTATION DISADVANTAGED
SERVICE PLAN (TDSP) STANDARDS
ALACHUA COUNTY, MAY - JULY 2016**

MONTH	STANDARD	CALL HOLD TIME
5/2016	2.5	1.21
6/2016	2.5	1.21
7/2016	2.5	1.25



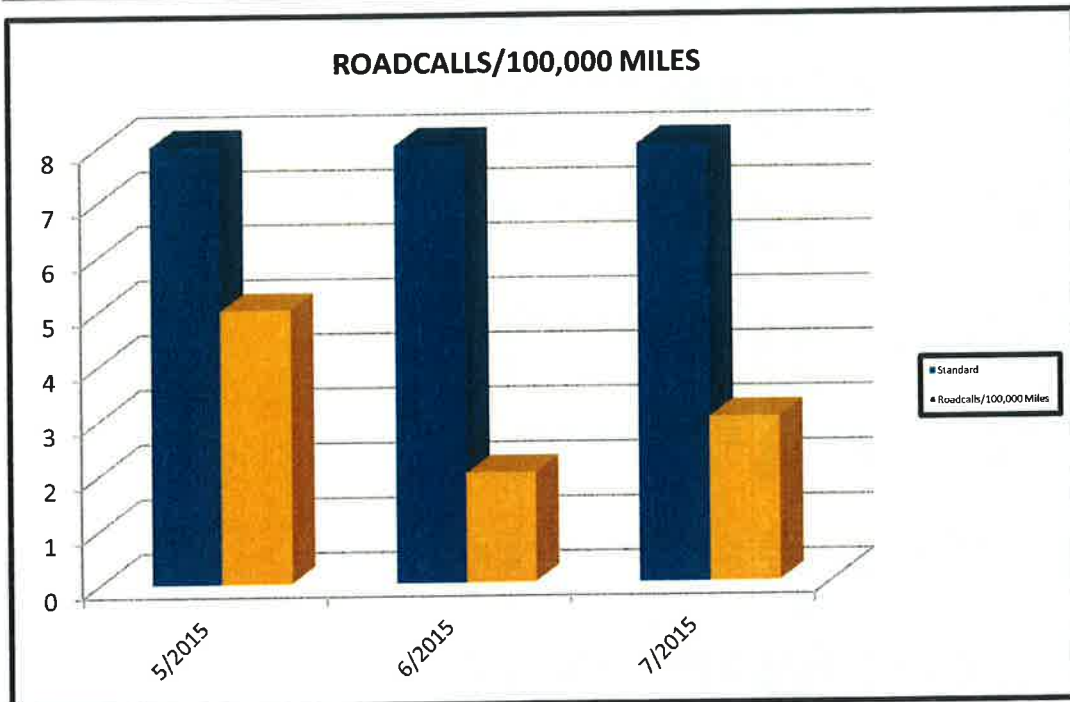
**TRANSPORTATION DISADVANTAGED
SERVICE PLAN (TDSP) STANDARDS
ALACHUA COUNTY MAY - JULY 2016**

MONTH	STANDARD	ACCIDENTS/100,000 MILES
5/2016	1.4	2
6/2016	1.4	1
7/2016	1.4	0



**TRANSPORTATION DISADVANTAGED
SERVICE PLAN (TDSP) STANDARDS
ALACHUA COUNTY, MAY - JULY 2016**

MONTH	STANDARD	ROADCALLS/100,000 MILES
5/2015	8	5
6/2015	8	2
7/2015	8	3



2015-2016 OPERATING DATA	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
Total No Trips Invoiced	8,196	8,639	8,880	8,971	7,595	7,512	7,258	7,777	8,382	8,217	7,873	7,312
HMO Medicaid (Access to Care)	1,981	2,029	1,888	2,066	1,721	1,310	1,367	1,281	1,314	1,210	1,131	910
HMO Medicaid (MTM)	249	284	227	249	182	169	182	235	330	336	273	226
Transportation Disadvantaged	1,408	1,433	1,444	1,502	1,398	1,448	1,543	1,531	1,465	1,472	1,487	1,476
City of Gainesville ADA Service	4,123	4,337	4,435	4,401	3,749	3,993	3,554	4,086	4,479	4,415	4,140	4,099
Florida Department of Transportation	135	110	90	125	0	0	0	0	69	116	116	102
Florida Department of Transportation	70	77	54	163	184	185	129	159	174	154	107	143
Alachua County	193	347	717	443	361	407	483	471	524	490	591	323
Elder Care	37	22	25	22	0	0	0	14	27	24	28	33
Total Vehicle Miles	114,058	116,295	118,597	121,301	108,788	116,009	102,009	104,613	119,951	109,387	101,543	92,164
Total Vehicle Hours	6,665	6,774	6,906	7,016	5,040	6,293	6,202	6,368	6,992	6,596	6,458	6,260
Average Miles per Trip	14	13	13	14	14	15	14	13	14	13	13	13
Number of No Shows	465	564	660	643	455	469	455	384	442	363	380	344
Number Trips Denied	0	0	0	0	0	0	0	0	0	0	0	0
Accidents	0	1	1	0	0	0	1	0	2	0	2	1
RoadCalls	4	4	4	3	2	3	1	4	3	0	5	2
Commendations	13	9	12	6	6	5	5	7	7	10	7	6
Complaints	6	3	4	4	6	1	5	6	4	6	4	3
Telephone Calls	12,035	14,613	16,932	14,064	13,348	14,780	13,844	14,211	14,255	11,044	9,818	9,733
Average Call On-Hold Time	1.25	1.33	1.35	1.35	1.26	1.17	1.33	1.18	1.2	1.35	1.21	1.21

2016-2017 OPERATING DATA	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17
Total No Trips Invoiced	6,992											
HMO Medicaid (Access to Car)	855											
HMO Medicaid (MTM)	208											
Transportation Disadvantaged	1,629											
City of Gainesville ADA Service	3,750											
Florida Department of Transp	178											
Florida Department of Transp	124											
Alachua County	229											
Elder Care	29											
Total Vehicle Miles	98,231											
Total Vehicle Hours	5,814											
Average Miles per Trip	14	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Number of No Shows	312											
Number Trips Denied	0											
Accidents	0											
RoadCalls	3											
Commendations	8											
Complaints	5											
Telephone Calls	9,288											
Average Call On-Hold Time	1.25											

Meeting

Agenda

Enclosures



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September 26, 2016

TO: Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area

FROM: Scott R. Koons, AICP, Executive Director 

SUBJECT: Transportation Improvement Program Amendment- Tower Road Bike Path/Trail

STAFF RECOMMENDATION

Amend the Transportation Improvement Program to add the Tower Road Bike Path/Trail Project (4399331) to Fiscal Year 2016-17.

BACKGROUND

The Florida Department of Transportation is requesting that the Metropolitan Transportation Planning Organization amend its Transportation Improvement Program to add the Bike Path/Trail Project on Tower Road from SW 26th Place to SW 8th Avenue to Fiscal Year 2016-17. This amendment is needed in order to receive these funds.

Exhibit 1 consists of the Transportation Improvement Program amendment materials provided by the Florida Department of Transportation.

Attachment

t:\scott\sk17\mntpo\memo\tipamend_tower_rd_bike_100316.docx

EXHIBIT 1

RECEIVED

SEP 20 2016

**NORTH CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL**



Florida Department of Transportation

**605 Suwannee Street
Tallahassee, FL 32399-0450**

**RICK SCOTT
GOVERNOR**

**JIM BOXOLD
SECRETARY**

September 16, 2016

TO: Governor's Office of Policy and Budget

FROM: L. K. Saliba, Director, Office of Work Program

SUBJECT: Notification of Proposed Work Program Amendment to the
FY 16/17-20/21 Adopted Work Program - 2017-6

COPIES: Billy Hattaway, Greg Evans, Jim Wolfe

Pursuant to Section 339.135(7), Florida Statutes, the Florida Department of Transportation is hereby providing you with the attached proposed Work Program Amendment.

CC: Chairperson, Senate Budget Subcommittee on Transportation, Tourism & Economic
Development Appropriations
Chairperson, Senate Committee on Transportation
Chairperson, Senate Committee on Appropriations
Chairperson, House Transportation & Highway Safety Subcommittee
Chairperson, House Economic Affairs Committee
Chairperson, House Transportation & Economic Development Appropriations
Subcommittee
Chairperson, House Appropriations Committee
Executive Director of the Florida Transportation Commission
Local Government

Work Program Amendment Summary

Attached are proposed amendments to the Adopted Work Program.

Package Number: 2017-06

Amendment Numbers: 2017-02-017, 2017-02-018, 2017-02-019, 2017-01-004, 2017-01-005, 2017-06-013

The Proposed Amendment(s) have been approved by:

Lisa Saliba, Director of the Office of Work Program and Budget on 9/16/2016
Florida Department of Transportation

The Proposed Amendment(s) are:

a) Balanced to Funds(PAR) and Budget (PBR) as confirmed and approved by:
Fred Grant, Work Program Manager on 9/16/2016
Florida Department of Transportation

b) Balanced to cash flow as confirmed and approved by:
Lisa Evans, Comptroller on 9/16/2016
Florida Department of Transportation

A Budget Amendment is not required as confirmed and approved by:
Fred Grant, Work Program Manager on 9/16/2016
Florida Department of Transportation



Florida Department of Transportation
Proposal Form
for EOG Work Program Amendment

Work Program Form - 07/2012	
As of: 9/15/2016	
Florida Department of Transportation ** Work Program Amendment **	
To: Governor's Office of Planning and Budgeting Amendment: 2017 02 019	
From: O.W.P. Subject: Proposed Amendment to the Adopted Work Program	
Proposed By: <u><i>[Signature]</i></u> District or Assistant Secretary Signature	<u>Debi Dahlberg</u> <u>09/15/16</u> Contact Person (please print)
Proposed Action: <input checked="" type="checkbox"/> Add <input type="checkbox"/> Advance <input type="checkbox"/> Defer <input type="checkbox"/> Delete	
Reason: ADDS ITEM 4399331 FOR CONSTRUCTION ON TOWER ROAD FROM SW 26TH PLACE TO SW 8TH AVENUE IN ALACHUA COUNTY. PURSUANT TO CHAPTER 339.81, FLORIDA STATUTES, THIS PROJECT HAS BEEN IDENTIFIED AS A PRIORITY TO FULFILL THE LEGISLATURE'S INTENT ON DEVELOPING THE FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK (SUNTRAIL). BUDGET FROM 4361202.	
Consistency requirements for TIP and STIP: (applies to Federal Funds only)	
District (Central Office if Statewide Program) proposed amendment is:	
<input checked="" type="checkbox"/> Consistent with MPO's Transportation Improvement Program (TIP) <input type="checkbox"/> TIP Amendment Required Anticipate Approval by: ____/____/____ <input type="checkbox"/> Not applicable	<input checked="" type="checkbox"/> Consistent with State Transportation Improvement Program <input type="checkbox"/> STIP Amendment Required <input type="checkbox"/> Not applicable
TIP/STIP consistency, or need for TIP and/or STIP amendment confirmed by:	
<u><i>Debi Dahlberg</i></u> <u>09 / 15 / 2016</u> (contact person signature) (date)	

Amendment: **2017 02 019**Proposed Work Program Amendment
Amendment: **2017 02 019**Item Number: **4399331**Contract Class: **EXTERN MNGD(NOT LAP)**County: **ALACHUA**District: **02**Description: **TOWER ROAD FROM SW 26TH PLACE TO SW 8TH AVE**Trans. System: **NON-SYSTEM SPECIFIC**Work Mix: **BIKE PATH/TRAIL**Phase: **54 CONSTRUCTION GRANT**Action: **ADD**

<u>Fund</u>	<u>Budgeted?</u>	<u>Bud Dist</u>	<u>Budget Category</u>	<u>Fiscal Year</u>	<u>Adopted Fund Amount</u>	<u>Proposed Fund Amount</u>
State 100%	Yes	02	088717 ARTERIAL HIGHWAY CONSTRUCTION	2017		950,000
Total:						950,000

Budget Summary**FYR:2017**


District	Trust Fund	B.E.	Category	Description
02	2-540001	55150200	088717	ARTERIAL HIGHWAY CONSTR
			Allocation	4,903,776
			Programmed	4,841,377
			Balance	62,399



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September 26, 2016

TO: Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area
FROM: Scott R. Koons, AICP, Executive Director 
SUBJECT: Interstate 75 Relief Task Force Recommendations Presentation

STAFF RECOMMENDATION

Receive presentation.

BACKGROUND

The Florida Department of Transportation requested an opportunity to present the final recommendations of the Interstate 75 Relief Task Force. The purpose of the Interstate 75 Relief Task Force was to provide consensus recommendations on maximizing existing and developing new high-capacity transportation corridors to serve the Tampa Bay-Northeast Florida study area with initial emphasis on the region west of Interstate 75. The Task Force included representatives from state agencies, local governments, regional planning councils, private landowners, environmental organizations, business and economic development interests, and members of the public.

During the development of the Year 2040 Long Range Transportation Plan, the Metropolitan Transportation Planning Organization sent a letter asking the Florida Department of Transportation to consider spending state funds on local facility projects that would provide congestion relief to adjacent State Highway System/Strategic Intermodal System. The Florida Department of Transportation responded that legislation restricts the spending of state funds to state-maintained facilities.

At its June 27, 2016 meeting, the Metropolitan Transportation Planning Organization received a presentation on the draft Interstate 75 Relief recommendations. After the presentation, the Metropolitan Transportation Planning Organization approved a motion to:

"authorize the Chair to sign a letter to the Interstate 75 Relief Task Force with a recommendation that the Interstate 75 Relief Task Force include in its report to the Florida Department of Transportation:

- 1. recommendations that are consistent to the maximum extent feasible with the Alachua County and City of Gainesville comprehensive plans and Year 2040 Long Range Transportation Plan; and*
- 2. a recommendation to amend state statutes to enable the Florida Department of Transportation to allocate State Highway System/Strategic Intermodal System funds to projects on local-maintained facilities that provide congestion relief to adjacent State Highway System/Strategic Intermodal System facilities."*

Exhibit 1 is a copy of the final report presentation.

Attachment

t:\scott\sk17\mtpo\memo\i-75_relief_task_force_pres.docx

I-75 Relief Study Update

**Gainesville Metropolitan
Transportation Planning Organization**

Presented by:

Jennifer Fortunas

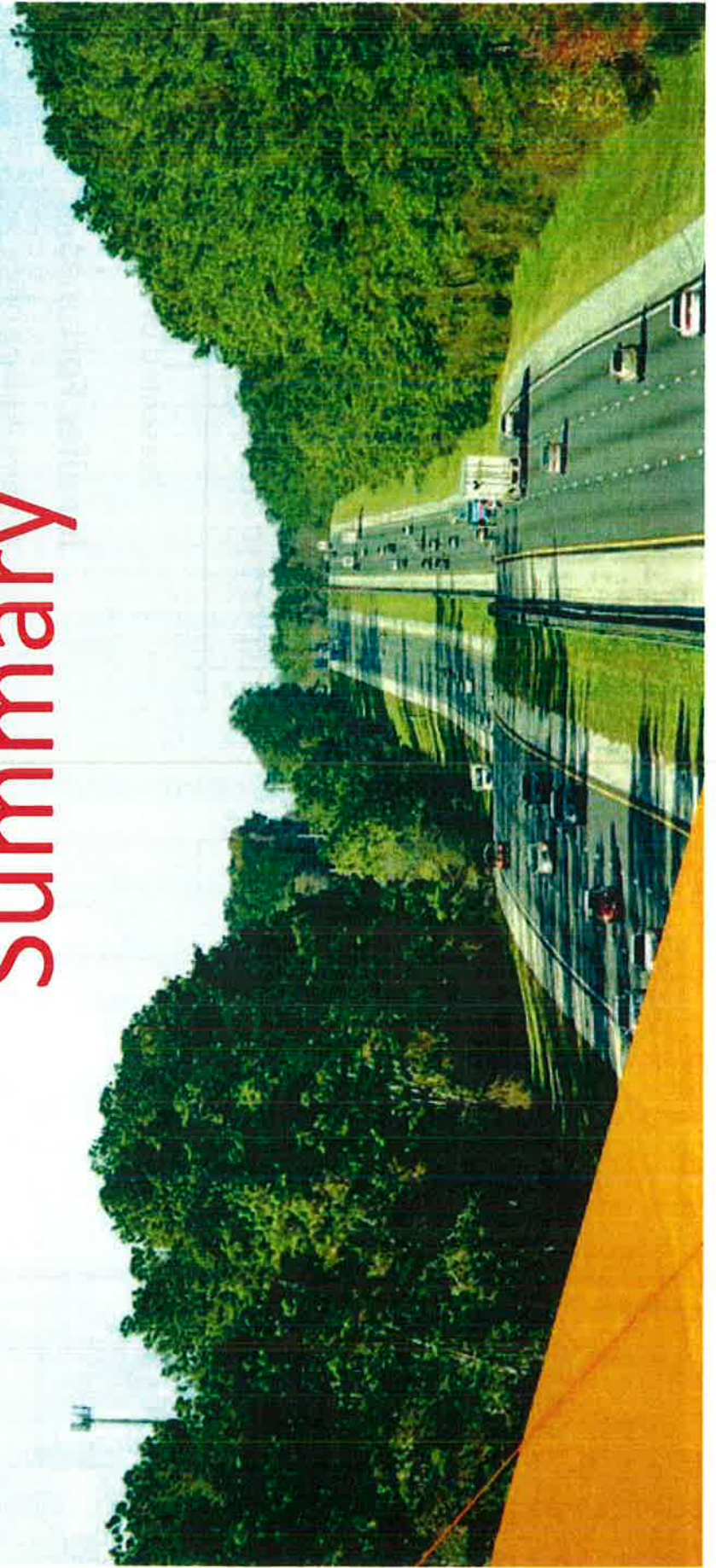
Systems Planning Office

Florida Department of Transportation

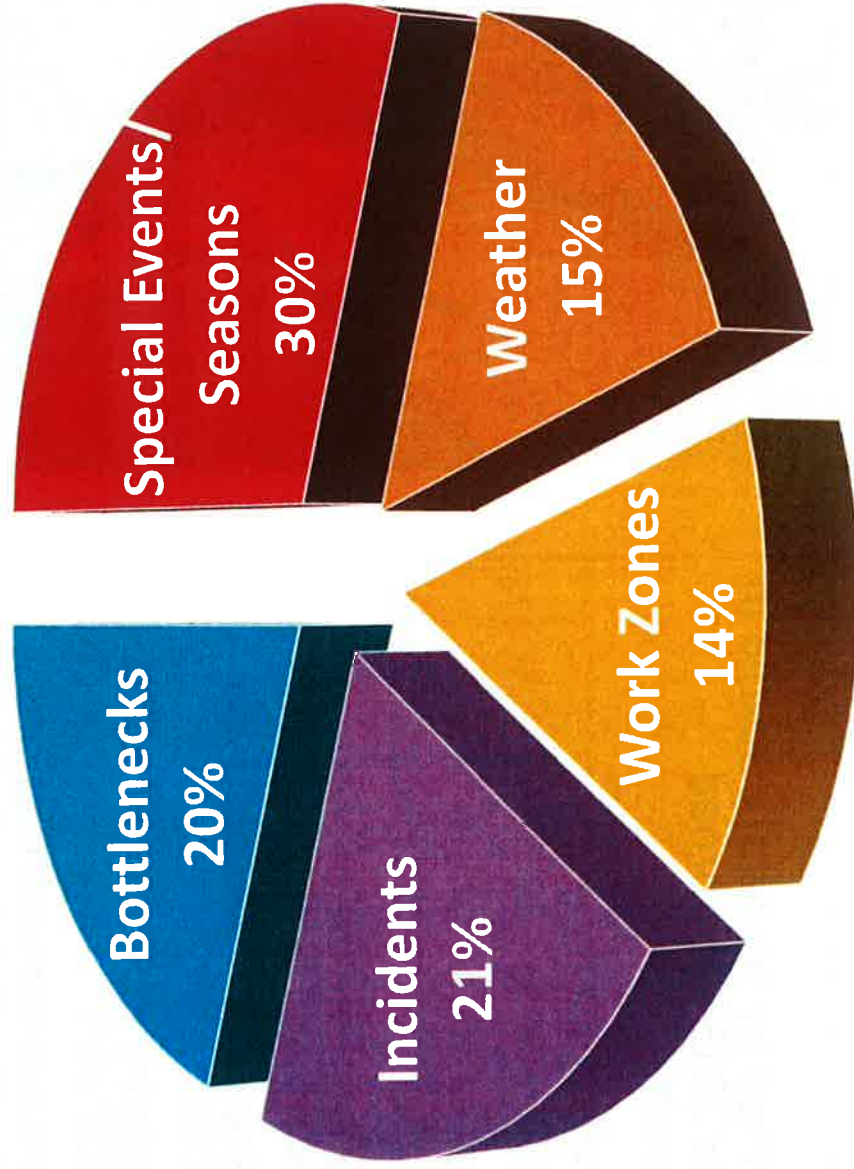
October 3, 2016



I-75 Relief Task Force Summary



Primary Causes of Congestion on I-75



NOTE: Information is preliminary and subject to change



The I-75 Relief Task Force

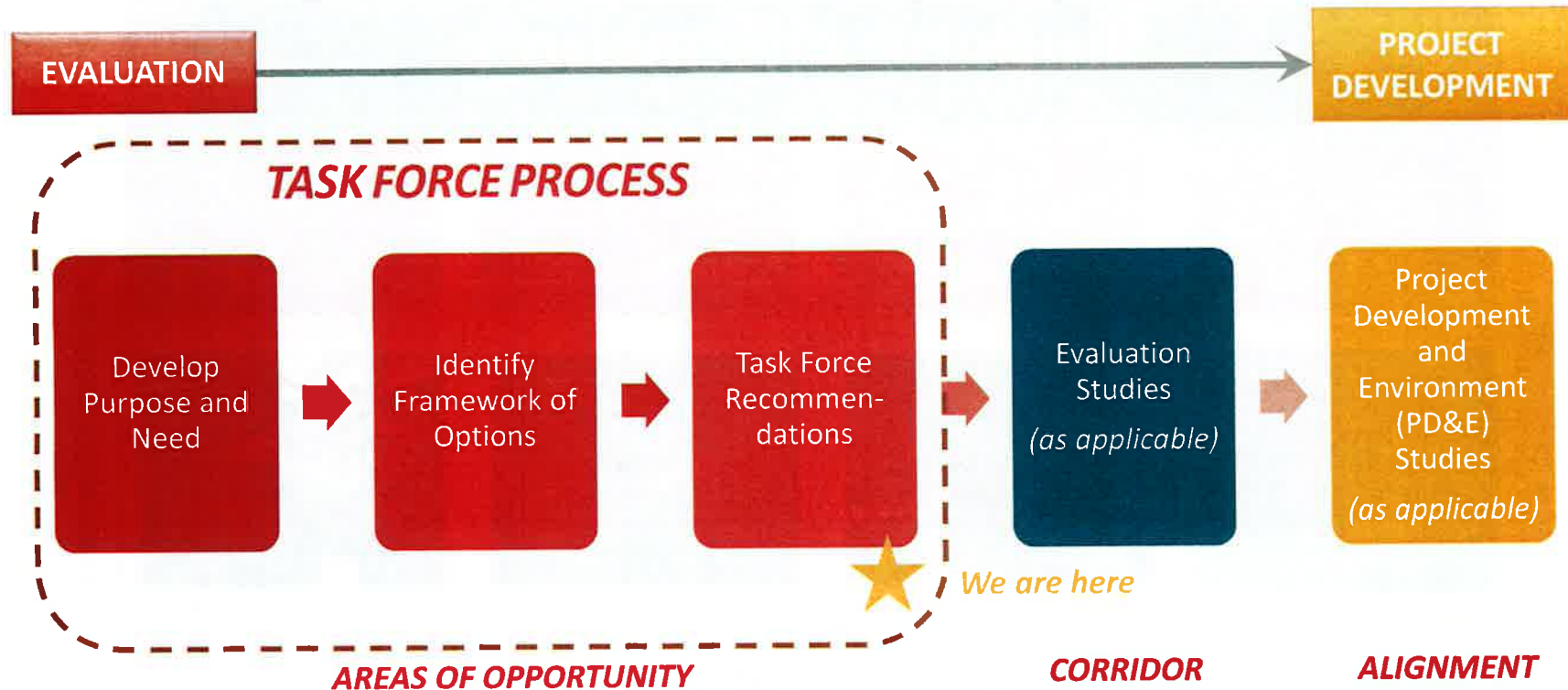
- Established by Secretary Boxold in October 2015 with broad membership
- Overarching goals
 - Provide relief to I-75
 - Enhance regional connectivity
- Center Piece of Task Force Charge
 - Maximizing the use of existing transportation facilities
 - Developing new transportation facilities
 - Considering multiple modes and multiple uses
- Task Force recommendations submitted by October 1, 2016



NOTE: Information is preliminary and subject to change



Planning and Project Development





Guiding Principles

Florida's FUTURE CORRIDORS

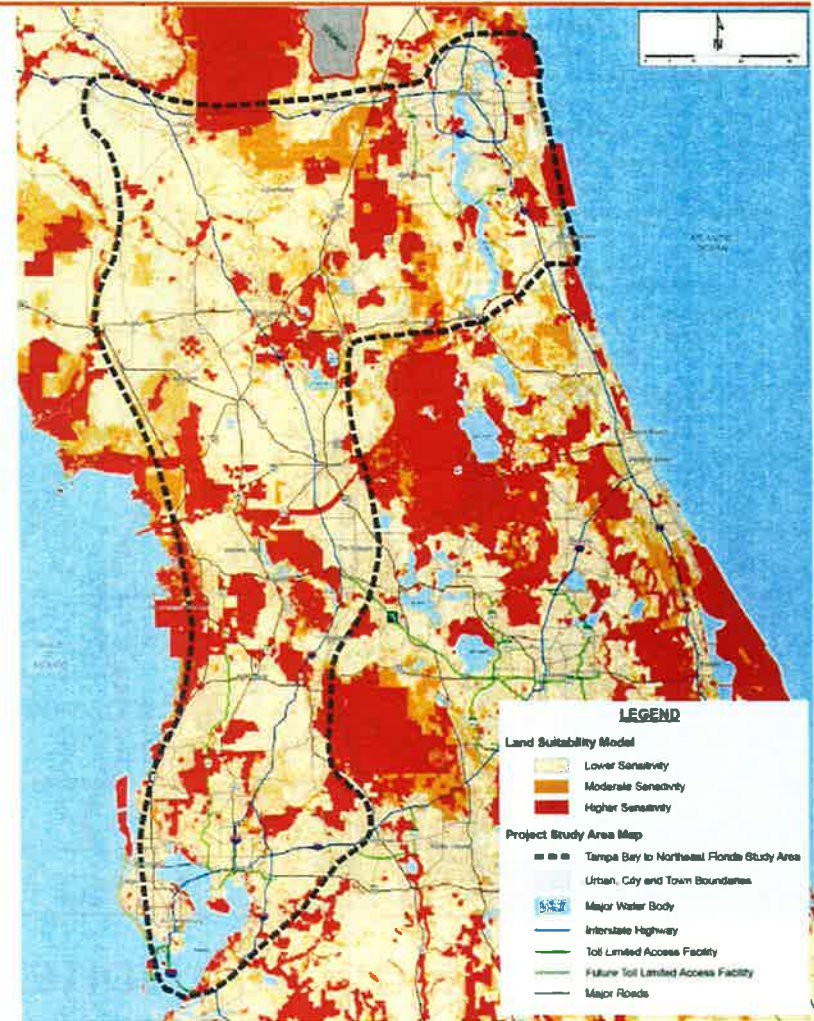


NOTE: Information is preliminary and subject to change



Land Suitability

- Identify areas with highest concentration of environmental and community resources
- Help delineate best opportunities for the least environmental and community impacts



NOTE: Information is preliminary and subject to change



Framework for Enhanced and New High-Speed, High-Capacity Transportation Corridors

- Immediately optimize existing transportation corridors
- Evaluate potential enhancements to, or transformation of, existing transportation corridors
- Evaluate potential areas of opportunity for new multimodal, multiuse corridors after evaluation of enhancements to I-75 and other I-75 connector roads and determination of need



NOTE: Information is preliminary and subject to change

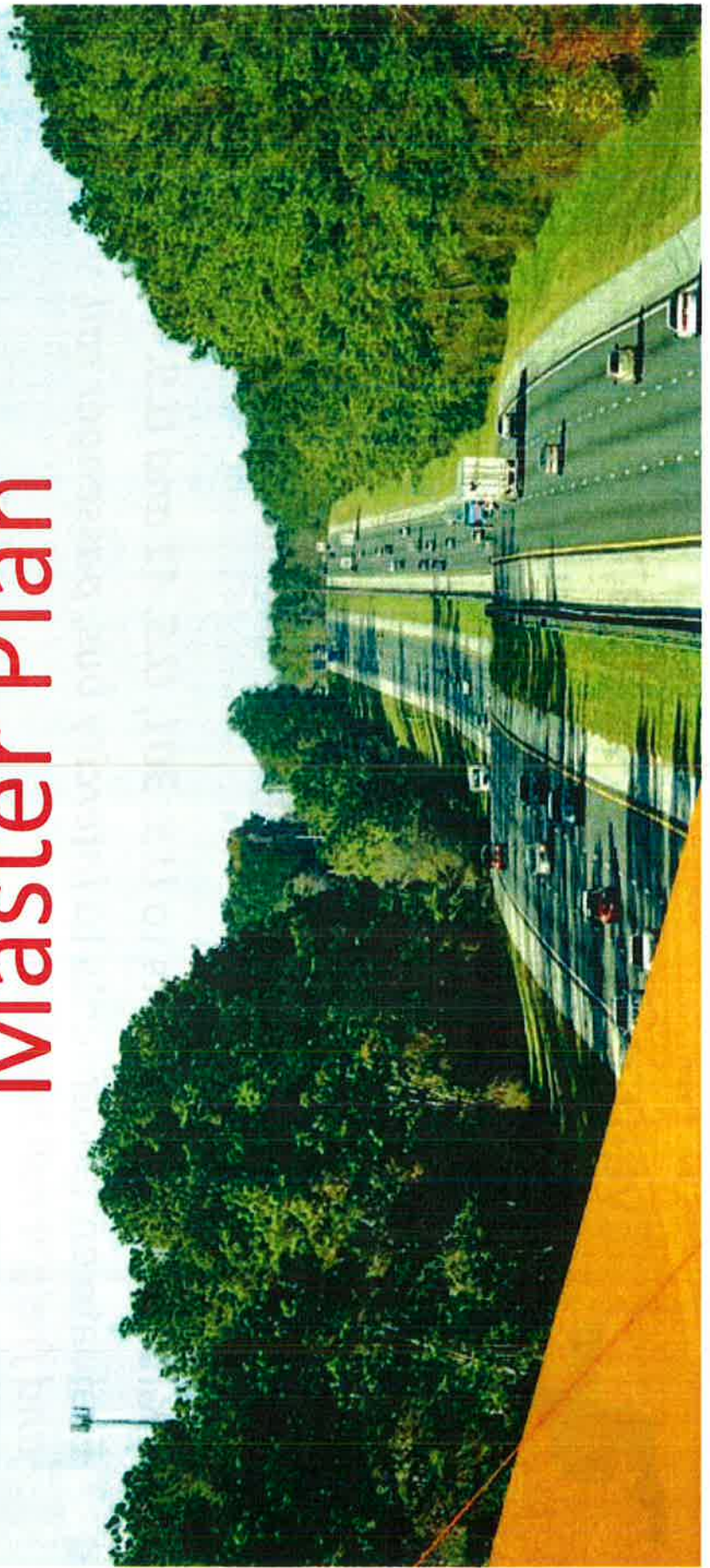


Evaluation Approach and Implementation

- Evaluate *framework of options*
- Implement a robust *public involvement process*
- *Identify* and *implement strategies to optimize and transform I-75*
- Evaluate enhancements to *U.S. 301, U.S. 41 and U.S. 441*
- Evaluate enhancements to *intercity bus, passenger rail, and freight rail services*
- Conduct evaluation studies of potential areas of opportunity for *new multimodal, multiuse corridors* after evaluation of the existing corridors

NOTE: Information is preliminary and subject to change

North I-75 Master Plan



North I-75 Master Plan Study Overview

- Study Area – Hernando County to Columbia County/Duval County
- Focus on I-75 and Parallel Existing Corridors
 - US 301
 - US 41
 - US 441
- Evaluate **Capacity** consistent with **Local Plans**



Study Process

- Evaluate Capacity/Maximize Existing Corridors
 - I-75 and alternative parallel routes – US 301, US 41 and US 441
 - Look at recurring and non recurring congestion
 - Consistent with Comprehensive and Long Range Transportation Plans
- Impacts to Social, Natural, Cultural and Physical Environmental
 - Homes/Businesses
 - Wetlands
 - Historic Districts/Places
- Estimate Project Cost
 - Construction
 - Right of Way Acquisition
- Coordination with Local Governments and the Public

NOTE: Information is preliminary and subject to change

North I-75 Master Plan Schedule

- Study NTP - August 2016
- Data Collection and Analysis – September/October 2016
- Conceptual Alternatives Analysis – February 2017
- Public Outreach – Throughout the entire process
 - MPOs and BOCCs Study Update Meeting – Starting September 2016
- Public Meetings – March 2017

FOR MORE INFORMATION CONTACT:

Huiwei Shen
Manager, Systems Planning Office
Florida Department of Transportation
850-414-4911
Huiwei.Shen@dot.state.fl.us

Jennifer Fortunas
Manager, Systems Management
Florida Department of Transportation
850-414-4909
Jennifer.fortunas@dot.state.fl.us





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September 26, 2016

TO: Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area

FROM: Scott R. Koons, AICP, Executive Director 

SUBJECT: West Newberry Road (State Road 26) Bicycle Lanes

STAFF RECOMMENDATION

No Action Required.

BACKGROUND

At its August 1, 2016 meeting, the Metropolitan Transportation Planning Organization discussed the possibility of replacing onstreet parking on West Newberry Road (State Road 26) with onstreet bikelanes. During this discussion, the Metropolitan Transportation Planning Organization approved a motion to:

"agenda the West Newberry Road (State Road 26) bicycle lane facilities for the October 3, 2016 meeting."

Both Alachua County and City of Gainesville staff have communicated with the Florida Department of Transportation regarding adding bicycle lanes as part of the West Newberry Road (State Road 26) resurfacing project. The Florida Department of Transportation has reported that bicycle lanes could not be included in the current project since the contract has already been let. In addition, several businesses currently utilize the onstreet parking. Exhibit 1 is an email chain that discusses the Florida Department of Transportation response.

Attachment

t:\scott\sk17\mtpo\memo\sr26_bikelanes.docx

EXHIBIT 1

From: Jeffrey L. Hays
To: Mike Escalante
Subject: FW: Bicycle Connectivity in Gainesville on Newberry Road
Date: Tuesday, September 06, 2016 3:57:43 PM

FYI

Jeffrey L Hays, AICP
Transportation Planning Manager
Alachua County Growth Management
jhays@alachuacounty.us
phone: 352-374-5249
fax: 352-338-3224

From: Doyle, Adam [mailto:Adam.Doyle@dot.state.fl.us]
Sent: Thursday, August 18, 2016 1:54 PM
To: Jeffrey L. Hays
Subject: FW: Bicycle Connectivity in Gainesville on Newberry Road

FYI...

Adam E. Doyle, P.E.
Permits Manager - Gainesville Operations
5301 NE 39th Avenue
Gainesville FL, 32609
adam.doyle@dot.state.fl.us
(352) 381-4308



From: Rogers, Kevin
Sent: Monday, August 1, 2016 5:47 PM
To: Doyle, Adam
Subject: FW: Bicycle Connectivity in Gainesville on Newberry Road

Adam,

Please find the latest responses to the request to eliminate on-street parking and add bike lanes on SR-26.

Thank You,

Kevin D. Rogers, CPM
Gainesville Operations
Office:(352)381-4226
Cell: (352)258-4755

kevin.rogers@dot.state.fl.us

From: Speights, Bianca
Sent: Thursday, July 28, 2016 2:17 PM
To: Kristen Young
Cc: Dixon, Derek
Subject: RE: Bicycle Connectivity in Gainesville on Newberry Road

Hi Kristen,

Upon our (FDOT) review, the engineering department concluded that the additions requested could not be included due to being in the last phase of construction. In addition, the parking spaces in this area are still in use by business patrons. Yes, these lanes will be re-stripped after the complete resurfacing is finished. This is scheduled to occur within the next 60 days, weather and schedule permitting. I recommend you contact the city for further information on their decision.

Thank You!

Bianca Speights

Public Information Officer, Public Information Office
Florida Department of Transportation, District Two GEC - [ATKINS](#)
Office (D): 904-360-5471
Office (TF): 800-249-2967
Cell: 904-887-5738
Bianca.speights@dot.state.fl.us
Bianca.speights@atkinsglobal.com



From: Kristen Young [<mailto:youngkn@me.com>]
Sent: Thursday, July 28, 2016 1:56 PM
To: Speights, Bianca <Bianca.Speights@dot.state.fl.us>
Cc: Dixon, Derek <Derek.Dixon@dot.state.fl.us>
Subject: Re: Bicycle Connectivity in Gainesville on Newberry Road

Would you elaborate on the reasons why the City of Gainesville is preventing this request? Furthermore, will the wide traffic lanes west of NW 43rd ST be re-stripped to allow a painted buffer on the current bike lanes?

Kristen Young

On Jul 28, 2016, at 1:37 PM, Speights, Bianca
<Bianca.Speights@dot.state.fl.us> wrote:

Good afternoon Kristen,

Thank you for your feedback in reference to Newberry Road. After further review and consultation with the city of Gainesville The Florida Department of Transportation will not be able to remove the on-street parallel parking on West Newberry Road as a part of the current construction underway. However, we appreciate your thoughtful feedback and will consider this feedback when planning future construction projects. In addition, I am currently obtaining the striping schedule as you requested for this area. As soon as I receive this information I will provide it to you. Have a wonderful day Kristen.

Thank You!

Bianca Speights

Public Information Officer, Public Information Office
Florida Department of Transportation, District Two GEC - ATKINS
Office (D): 904-360-5471
Office (TF): 800-249-2967
Cell: 904-887-5738

Bianca.speights@dot.state.fl.us

Bianca.speights@atkinsglobal.com

<image002.jpg>



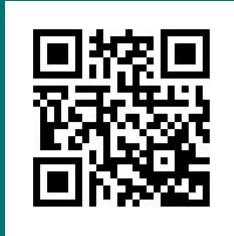
SCHEDULED 2016 MTPO AND COMMITTEE MEETING DATES AND TIMES

PLEASE NOTE: All of the dates and times shown in this table are subject to being changed during the year.

MTPO MEETING MONTH	TAC [At 2:00 p.m.] CAC [At 7:00 p.m.]	B/PAB [At 7:00 p.m.]	MTPO MEETING
FEBRUARY	<i>CANCELLED</i>	February 11	February 22 at 3:00 p.m.
APRIL	March 23	March 24	April 4 at 3:00 p.m.
JUNE	June 15 <i>TAC@NCFRPC</i>	June 16	June 27 at 5:00 p.m.
AUGUST	<i>CANCELLED</i>	July 14	August 1 at 3:00 p.m.
OCTOBER	<i>CANCELLED</i>	September 22	October 3 at 3:00 p.m.
DECEMBER	November 16 <i>TAC@NCFRPC</i>	November 17	December 5 at 5:00 p.m.

Note, unless otherwise scheduled:

1. Shaded boxes indicate the months that we may be able to cancel MTPO meetings if agenda items do not require a meeting and corresponding Advisory Committee meeting may also be cancelled;
2. TAC meetings are conducted at the Gainesville Regional Utilities (GRU) Administration general purpose meeting room;
3. CAC meetings are conducted in the Grace Knight conference room of the County Administration Building; and
4. MTPO meetings are conducted at the Jack Durrance Auditorium of the County Administration Building unless noted.



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Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area

2009 NW 67th Place, Gainesville, FL 32653

www.ncfrpc.org/mtpo