Technical Coordinating Committee
Agenda Book

10:00 am
Wednesday, May 6, 2020

North Florida TPO Board Room
980 North Jefferson St.
Jacksonville, FL 32209
The Technical Coordinating Committee
Meeting Agenda
Wednesday, May 6, 2020
10 a.m.

Call to Order
Introductions
Public Comment

Agenda

A. April 1, 2020 Minutes

These minutes are ready to review and approve.

B. FDOT Requests Amending the FY 2019/20 – FY 2023/24 Transportation Improvement Program (TIP)

A copy of the request is included in Section B, which includes the following projects:

Clay County
- 445562-1 – CR 220 from west of Lakeshore Drive West to east of Old Hard Road - Intersection Improvement

Duval County
- 439307 – 1 – SR 5 (US 17) Main Street @ south of New Berlin Road intersection to Oceanway – Add Right Turn Lane(s)
- 440389-2 – SR 152 (Baymeadows Road) from I-95 to Baymeadows Circle East – Add Turn Lane(s)
- 443517-1 – Edgewood Avenue South from SR 5 (US 17) Roosevelt to SR 111 (Cassat Ave) – Lane Reassignment & Resurfacing
- 445352-1 – SR 228 from Lamplighter to I-295 – Resurfacing
- 445343-1 – SR 126 from US 1 to Spring Park Road – Resurfacing
- 446709-1 – Talleyrand Avenue @ Crossing No. 67874NR RRMP: .01 – Signal Safety
- 446712-1 – South Edgewood Avenue @ RR Crossing No. 621217C RRMP: A 646.47 – Signal Safety

St. Johns County
- 422938-9 – I-95 (SR 9) from south of International Golf Parkway to south of SR 23 Interchange – Add Lanes and Reconstruct
- 441057-1 – SR 13 from Mill Creek to Duval County Line - Resurfacing
C. Approval of the 2020 List of Priority Projects (LOPP)

The 2020 LOPP identifies potential projects to be funded in the FDOT Tentative Work Program for FY 2020/21 – FY 2024/25. A draft was presented at the April meeting.

D. Approval of the Unified Planning Work Program (UPWP) for FY 2020/21 - FY 2021/22

The draft FY 2020/21 – FY 2021/22 UPWP was presented in April. A memo is included in Section D identifying the new tasks.

E. Joint Certification of the Metropolitan Transportation Planning Process

The annual Self-Certification Report conducted with the Florida Department of Transportation is included in Section E.

F. Staff Presentation on the DRAFT FY 2020/21 - FY 2024/25 Transportation Improvement Program (TIP)

A memo identifying the changes is included in Section F. A final draft of the TIP is available on the TPO website. Approval will be requested at the June meeting.

G. Smart North Florida Update

H. Old Business

- April 9, 2020 North Florida TPO Meeting Report

I. New Business

J. Public Comment

K. Adjournment

The next meeting will be June 3, 2020.
Agenda Item A.
Minutes of April 1, 2020 Meeting

Action Item
TECHNICAL COORDINATING COMMITTEE
MEETING SUMMARY

Wednesday, April 1, 2020 – 10 a.m.
980 North Jefferson Street
Jacksonville, FL 32209

MEMBERS PRESENT:
Robert Companion, Nassau County, CHAIRMAN
Reuben Franklin, City of St. Augustine, VICE CHAIRMAN
Jerry Box, CareerSource
Rodney Cooper, St. Johns County
Mike Daniels, City of Green Cove Springs Planning Dept.
Scott Hanna, Ocean Highway & Port Authority – Nassau County
Heather Ireland, Jacksonville Beach Planning Dept. (for Bill Mann)
Bill Killingsworth, COJ Planning and Development Dept.
Ed Lehman, Clay County Planning Dept.
Autumn Martinage, Florida Dept. of Transportation
Phong Nguyen, St. Johns County Planning Dept.
Elizabeth Payne, Northeast Florida Regional Council
James Richardson, Jacksonville Environmental Protection Board
Carol Saviak, St. Johns County/St. Augustine Airport
Lauren Scott, Jacksonville Airport Authority
Suraya Teeple, JTA

MEMBERS ABSENT:
Shane Corbin, City of Atlantic Beach
Daniel Eisman, Clay County Engineering Dept.
Scott Kornegay, City of Keystone Heights
Chris LeDew, COJ Public Works Dept.
Sean Lynch, Mayor, Town of Baldwin
Colin Moore, City of Neptune Beach
Tom Morris, Clay County Utility Authority
Taco Pope, Nassau County Planning Dept.
Matt Schellhorn, U.S. Navy
Dale Smith, Clay County Public Works
Steve Smith, Town of Orange Park
Bryan Spell, JEA
William Tredik, City of St. Augustine Beach
Brad Underhill, Nassau County Schools Transportation
OTHERS PRESENT:
Wiatt Bowers, Atkins
Ashley Shorter, JAXPORT
Councilman Fred Jones, Neptune Beach
Victoria Pennington
Lisa McGreevy, St. Johns County
Wiley Page, Atkins
James McCoy, DRMP
Nick DeVito, DRMP
Cheryl Freeman, 3-2-1 Strategies
Eron Thompson, JTA
Susan Stewart, JAXPORT
Jeremy Norris, JTA
Geanelly Reveron, JTA
Richard Clark, JTA
April Bacchus, ETM
Miguel Lugo, RS&H

TPO STAFF PRESENT:
Jeff Sheffield, Executive Director
Denise Bunnewith, Planning Director
Elizabeth De Jesus, Transportation Programs Manager
Marci Larson, Public Affairs Manager
Milton Locklear, Transportation Modeling Specialist
Jennifer Lott, Executive Assistant
Kristen Sedlak, Receptionist
Angela Session, Chief Financial Officer

CALL TO ORDER

Chairman Companion welcomed everyone and called the Technical Coordinating Committee meeting to order at 10:04 a.m. Jennifer Lott read each participant’s name for the record.

PUBLIC COMMENT

Mr. Sheffield informed the committee that if anyone has a comment and does not wish to speak to email Marci Larson at mlarson@northfloridatpo.com. Ms. Larson will read the comment for the record during the Public Comment portion of the meeting.

None at this time.
A. APPROVE THE FEBRUARY 5, 2020 MEETING MINUTES

Chairman Companion asked for review and approval of the February Technical Coordinating Committee meeting minutes.

Autumn Martinage moved to approve the February 5, 2020 meeting minutes; Phong Nguyen seconded; motion unanimously carried.

B. FDOT REQUESTS AMENDING THE FY 2019/20 THROUGH FY 2023/24 TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

Autumn Martinage presented the amendment to the Transportation Improvement Program for FY 2019/20 through FY 2023/24.

Ms. Martinage informed the committee that SR 23 from north of SR 16 to north of SR 21 (Blanding Blvd.) in Clay County and I-95 (SR 9) @ North I-295 Interchange in Duval County no longer require a TIP amendment.

Clay County
- 422938-6 – SR 23 from north of SR 16 to north of SR 21 (Blanding Blvd.) New Road Construction

Duval County
- 213323-1 – I-95 (SR 9) @ North I-295 Interchange Ramp (New)
- 437437-2 – SR 115 (Lem Turner Road) Trout River Bridge #720033 Bridge Replacement
- 438084-2 – US 1/US 17/SR 211/CR 211 (Talleyrand Avenue) ITS Surveillance System

Nassau County
- 445351-1 – SR 15 (US 1) from Ingham Road to Georgia State Line Resurfacing

St. Johns County
- 445546-1 – SR 207 from I-95 to SR 312 Resurfacing

Ms. Martinage asked for questions. There were no questions at this time.

Phong Nguyen moved to approve the FDOT’s request to amend the Transportation Improvement Program (TIP) for FY 2019/20 through FY 2023/24; Ed Lehman seconded; motion unanimously carried.

C. NORTH FLORIDA PUBLIC PARTICIPATION PLAN APPROVAL

Marci Larson presented the North Florida Public Participation Plan for approval.

Ms. Larson asked for questions. There were no questions at this time.
Suraya Teeple moved to approve the North Florida Public Participation Plan; Ed Lehman seconded; motion unanimously carried.

D. STAFF REQUESTS AMENDING THE UNIFIED PLANNING WORK PROGRAM (UPWP) FOR FY 2019/20

Denise Bunnewith presented the amendment to the Unified Planning Work Program (UPWP) for FY 2019/20.

Task 5.33 – Pledge to Slow Down Safety Campaign
This $25,000 task was to fund local broadcast of a series of public service announcements (PSAs) developed by Polk TPO. TPO staff have not been able to obtain the PSAs so are requesting this task be deleted.

Task 5.36 – SMART St. Augustine/IDE Integration
This task was deleted in the February 2020 amendment that transferred $100,000 from that task to new Task 5.37 North Florida TPO Project Inventory. Upon further review, the consultant billed $375 toward the task. Staff is requesting to add Task 5.36 back with $375 in funding, while adjusting the amount of Task 5.37 to $99,625.

Ms. Bunnewith asked for questions. There were no questions at this time.

Suraya Teeple moved to approve the amendment to the Unified Planning Work Program (UPWP) for FY 2019/20; Ed Lehman seconded; motion unanimously carried.

E. STAFF REQUESTS AMENDING THE UNIFIED PLANNING WORK PROGRAM (UPWP) for FY 2018/19 – FY 2019/20 (DE-OBLIGATION OF FHWA FUNDS)

Ms. Session presented the amendment to the Unified Planning Work Program (UPWP) for FY 2018/19 – FY 2019/20 (De-obligation of FHWA funds).

The Joint Participation Agreement (JPA) that is currently in place using FHWA funds must be terminated and rolled into a new MPO Agreement to be adopted before July 1. During this process, it is necessary to de-obligate the projected unexpended funds from the current contract so that they may be available for use immediately following the beginning of the new fiscal year on July 1. This year’s funds for contract GOV95 must be de-obligated and the UPWP amended.

Ms. Session asked for questions.

- Suraya Teeple wanted to know when the funds are de-obligated can we re-appropriate them for this fiscal year or next fiscal year.
Ms. Session responded that funds can be re-appropriated for the next fiscal year.

**Phong Nguyen moved to approve the amendment to the Unified Planning Work Program (UPWP) for FY 2018/19 – FY 2019/20 (De-obligation of FHWA Funds); Reuban Franklin seconded; motion unanimously carried.**

**F. 2020 LIST OF PRIORITY PROJECTS**

Jeff Sheffield presented the 2020 List of Priority Projects (LOPP). Approval will be requested at the May meeting.

Mr. Sheffield asked for questions.

- Jeff Sheffield commented that #13 and #20 (Buccaneer Trail) were combined to cover all of SR 200 to incorporate US 17 in Nassau County.
- Ed Lehman requested that under “Regional Projects” #11 (CR 209) be removed and replaced with SR 16 widening to four lanes.
- Ed Lehman requested within the TRIP table that CR 218 limits be changed from Astor/Pine Tree to US 301 to Cosmos to US 301.

**G. DRAFT FY 2020/21 UNIFIED PLANNING WORK PROGRAM (UPWP)**

Denise Bunnewith presented the Draft FY 2020/21 Unified Planning Work Program (UPWP). Approval will be requested at the May meeting.

Ms. Bunnewith asked for questions. There were no questions at this time.

**H. ANNUAL ASSESSMENTS FOR FY 2020/21**

Jeff Sheffield presented the annual assessments for FY 2020/21.

Mr. Sheffield asked for questions. There were no questions at this time.

**I. DRAFT PROJECT SECTIONS FOR THE FY 2020/21 – FY 2024/25 TRANSPORTATION IMPROVEMENT PROGRAM (TIP)**

Jeff Sheffield presented the draft project sections for the FY 2020/21 – FY 2024/25 TIP. A complete draft will be provided at the May meeting and approval will be requested at the June meeting.

Mr. Sheffield asked for questions. There were no questions at this time.
►J. SMART NORTH FLORIDA UPDATE

Jeff Sheffield gave the following update.

- The crowd sourcing efforts where the community provided input on different community challenges, solution opportunities and use cases is ongoing.

- The Hack-a-Thon will now be held virtually over a two to three-day period. The use case has yet to be decided. The virtual environment will more than likely increase the level of participation.

- We have worked out an arrangement to bring the United Way 211 social service number into the Command Center next door. This service connects citizens to the social service organizations that can help them meet their needs.

►K. OLD BUSINESS

None at this time.

►L. NEW BUSINESS

- Due to the global health crisis (COVID-19), staff will bring a resolution authorizing alternative public involvement procedures to the TPO Board for approval at the April 9 meeting.

►M. PUBLIC COMMENT

None at this time.

►N. ADJOURNMENT

There being no further business, the meeting was adjourned at 11:01 a.m. The next TCC meeting will be May 6, 2020.
Agenda Item B.
FDOT Requests Amending the FY 2019/20 – FY 2023/24 Transportation Improvement Program (TIP)

Action Item
April 17, 2020

Ms. Wanda Forrest  
Transportation Planning Manager  
North Florida TPO  
980 North Jefferson Street  
Jacksonville, FL 32209

Re: FDOT Request: Amendments to the North Florida TPO Transportation Improvement Program (TIP) FY 2019/20 – 2023/24

Dear Wanda:

The Florida Department of Transportation (FDOT) requests an amendment to the Transportation Improvement Program (TIP) for FY 2019/20 – 2023/2024. Please add the following TIP Amendment requests for action by the TCC, CAC and TPO Board at their May meetings.

**CLAY COUNTY**

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Description</th>
<th>FY 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>445562-1</td>
<td>CR220 from west of Lakeshore Drive West to east of Old Hard Road Intersection Improvement</td>
<td>$391,596</td>
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**DUVAL COUNTY**

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Description</th>
<th>FY 2021</th>
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</thead>
<tbody>
<tr>
<td>439307-1</td>
<td>SR5 (US17)/Main Street @ south of New Berlin Road intersection to Oceanway Add Right Turn Lane(s)</td>
<td>$251,000</td>
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<tr>
<td>440389-2</td>
<td>SR152 (Baymeadows Road) from I-95 to Baymeadows Circle East Add Turn Lane(s)</td>
<td>$473,792</td>
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</table>

www.fdot.gov
443517-1  Edgewood Ave South from SR5 (US17) Roosevelt to SR111 (Cassat Ave)  
Lane Reassignment & Resurfacing  
<table>
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<tr>
<th>Phase</th>
<th>Fund</th>
<th>FY 2020</th>
<th>FY 2021</th>
</tr>
</thead>
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<tr>
<td>PE</td>
<td>ACSA</td>
<td>$26,000</td>
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<tr>
<td>PE</td>
<td>SU</td>
<td>$843,179</td>
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<tr>
<td>RRU</td>
<td>SA</td>
<td>$700,000</td>
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<tr>
<td>CST</td>
<td>ACSU</td>
<td>$343,563</td>
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<tr>
<td>CST</td>
<td>LF</td>
<td>$1,026,000</td>
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<td>CST</td>
<td>SA</td>
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<td>CST</td>
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<td>$2,585,322</td>
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445352-1  SR228 from Lamplighter to I-295  
Resurfacing  
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<th>Fund</th>
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<tr>
<td>PE</td>
<td>DIH</td>
<td>$13,043</td>
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<td>PE</td>
<td>SA</td>
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445343-1  SR126 from US1 to Spring Park Road  
Resurfacing  
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<th>Phase</th>
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<tr>
<td>PE</td>
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<td>PE</td>
<td>SA</td>
<td>$106,673</td>
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446709-1  Talleyrand Avenue @ Crossing No 67874NR RRM: .01  
Signal Safety  
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<th>Phase</th>
<th>Fund</th>
<th>FY 2021</th>
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<tbody>
<tr>
<td>RRU</td>
<td>RHH</td>
<td>$71,657</td>
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446712-1  South Edgewood Avenue @ RR Crossing No 621217C RRM: A 646.47  
Signal Safety  
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<tr>
<th>Phase</th>
<th>Fund</th>
<th>FY 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>RRU</td>
<td>RHH</td>
<td>$544,439</td>
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</tbody>
</table>

ST JOHNS COUNTY

422938-9  I-95 (SR9) from south of International Golf Parkway to south of SR23 Interchange  
Add Lanes and Reconstruct  
<table>
<thead>
<tr>
<th>Phase</th>
<th>Fund</th>
<th>FY 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACSL</td>
<td>PE</td>
<td>$52,000</td>
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</table>

441057-1  SR13 from Mill Creek to Duval County Line  
Resurfacing  
<table>
<thead>
<tr>
<th>Phase</th>
<th>Fund</th>
<th>FY 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>RRU</td>
<td>LF</td>
<td>$1,00,056</td>
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<tr>
<td>RRU</td>
<td>DS</td>
<td>$3,477,412</td>
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<tr>
<td>RRU</td>
<td>SA</td>
<td>$511,657</td>
</tr>
</tbody>
</table>
Approval of these TIP Amendments will not affect the funding or advancement of other projects in the FY 2019/20 – 2023/24 TIP.

Please contact me if you have any questions or need additional information for these requests.

Sincerely,

[Signature]

Autumn L. Martinage
North Florida TPO Liaison
FDOT District Two
Agenda Item C.
Approval of the 2020 List of Priority Projects (LOPP)

Action Item
2020 Annual List of Priority Projects

Project priorities of the North Florida Transportation Planning Organization for inclusion in the new fifth year of the Florida Department of Transportation Work Program
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OVERVIEW

The North Florida Transportation Planning Organization (North Florida TPO) Transportation Improvement Program (TIP) for Fiscal Years 2020/2021 through 2025/2026 begins with preparing a "List of Priority Projects" to be used in developing the Florida Department of Transportation's (FDOT) Tentative Five Year Work Program. The "List of Priority Projects" identifies potential projects to be funded in the new fifth year (2025/2026) of the FDOT Work Program. However, by creating the Strategic Intermodal System (SIS) and the Transportation Regional Incentive Program (TRIP) in Florida, the "List of Priority Projects" now includes potential projects to be funded in other years of the FDOT Work Program under the SIS and TRIP programs. The "List of Priority Projects" includes a prioritized listing of state highway, mass transit, aviation, intermodal, and Transportation Alternative Program (TAP) and Transportation Regional Incentive Program (TRIP) projects and was approved by the North Florida TPO Board June 14, 2018.

The North Florida TPO expects all projects currently programmed in the FDOT Work Program to advance to the next development phase. This will ensure that implementing the 3-C planning process (continuing, cooperative, and comprehensive) in the North Florida TPO area is being implemented, as required by federal and state statutes. If FDOT cannot complete the programmed phase and advance the project to the next logical phase, it is incumbent that the agency provides an explanation to the North Florida TPO.

PROJECT PHASING

- Project Development and Environment (PD&E)
- Preliminary Engineering (PE)
- Right-of-Way (ROW)
- Construction (CST)
2045 LONG RANGE TRANSPORTATION PLAN

On November 14, 2019 the North Florida TPO adopted Path Forward 2045, a fiscally constrained Long Range Transportation Plan for Clay, Duval, Nassau and St. Johns Counties. Concurrent with this effort the following documents were prepared:

- **Resilience and Vulnerability**

Region-wide priority projects identified as at risk in this report are identified by vulnerability category:

- Low Vulnerability
- Moderate-Low Vulnerability
- Moderate High Vulnerability
- High Vulnerability

- **Regional System Safety Plan**

Region-wide priority projects on HIGH CRASH CORRIDORS are identified as such.

- **Congestion Management Process**

All documentation for the 2045 Long Range Transportation Plan is available at [www.pathforward2045.com](http://www.pathforward2045.com)
LIST OF PRIORITY PROJECTS PROCESS

Develop List of Candidate Projects (January)

1. A list of candidate projects is developed from the following:
   - Projects in the previous year List of Priority Projects not funded through construction.
   - Local County/City submittals within the North Florida TPO area
   - Local Airport, Port and Transit Authority submittals within the North Florida TPO area
   - Concurrency Management Process
   - Public Input

2. Project Ranking (February)
   - Unless otherwise indicated, projects were initially prioritized in Path Forward 2045, the North Florida TPO’s Long Range Transportation Plan adopted November 14, 2019
   - TPO Staff works with local governments to develop a preliminary List of Priority Projects to submit to the Technical Coordinating Committee (TCC), Citizens Advisory Committee (CAC) and Transportation Planning Organization (TPO) Board for review and approval at the March TCC, CAC and TPO Board Meetings.
   - Mass transit, port and aviation projects are prioritized by the submitting agencies and are forwarded to the North Florida TPO to include in the LOPP Document.
   - Adopting the List of Priority Projects (March)
   - Following approval by the North Florida TPO, the List of Priority Projects is submitted to FDOT to use in developing the Five-Year Tentative Work Program.
# Region-Wide Priority Projects

<table>
<thead>
<tr>
<th>Rank</th>
<th>Project</th>
<th>Limits</th>
<th>Description</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PRIORITIES FUNDED IN THE CURRENT 5-YEAR WORK PROGRAM</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CR 220</strong>&lt;br&gt;Clay County</td>
<td>Henley Road to Knight Boxx Road</td>
<td>Widen to 4-lanes</td>
<td>Construction FY 20/21</td>
<td></td>
</tr>
<tr>
<td><strong>First Coast Expressway</strong>&lt;br&gt;Clay and St. Johns Counties</td>
<td>Blanding Boulevard to N of SR 16&lt;br&gt;N of SR 16 to E of CR 2209&lt;br&gt;E of CR 2209 to CR 16A spur</td>
<td>New construction&lt;br&gt;New construction&lt;br&gt;New construction</td>
<td>Completion 2025&lt;br&gt;Completion 2024&lt;br&gt;Construction 2022</td>
<td></td>
</tr>
<tr>
<td><strong>SR 16/C R 208</strong>&lt;br&gt;St. Johns County</td>
<td>@ I-95</td>
<td>Interchange improvements</td>
<td>Construction 2021</td>
<td></td>
</tr>
<tr>
<td><strong>SR 202 J. Turner Butler Boulevard</strong>&lt;br&gt;Duval County</td>
<td>@ San Pablo Road</td>
<td>Modify interchange</td>
<td>Construction FY 19/20</td>
<td></td>
</tr>
<tr>
<td><strong>SR 111 Edgewood Avenue</strong>&lt;br&gt;Duval County</td>
<td>US 17 to Cassat Avenue</td>
<td>Context sensitive solutions</td>
<td>Construction FY 19/20</td>
<td></td>
</tr>
<tr>
<td><strong>SR 313</strong>&lt;br&gt;St. Johns County</td>
<td>SR 207 to Holmes Road</td>
<td>New road construction</td>
<td>Construction FY 21/22</td>
<td></td>
</tr>
<tr>
<td><strong>US 17</strong>&lt;br&gt;Clay County</td>
<td>@ Governors Creek Bridge</td>
<td>Sidewalk</td>
<td>Construction FY 19/20</td>
<td></td>
</tr>
<tr>
<td><strong>UNFUNDED PRIORITIES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td><strong>SR 313 Extension</strong>&lt;br&gt;St. Johns County</td>
<td>SR 207 to US 1</td>
<td>New road construction</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td><strong>SR 228 Normandy Boulevard</strong>&lt;br&gt;Duval County</td>
<td>Equestrian Center to US 301</td>
<td>Widen to 4-lanes with bike lanes and sidewalks</td>
<td>New</td>
</tr>
<tr>
<td>3</td>
<td><strong>CR 220</strong>&lt;br&gt;Clay County</td>
<td>SR 21 to Henley Road</td>
<td>Widen to 4-lanes</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td><strong>William Burgess Road Extension</strong>&lt;br&gt;Nassau County</td>
<td>Miner Road to Amelia Island Concourse</td>
<td>New road construction</td>
<td>New</td>
</tr>
<tr>
<td>5</td>
<td><strong>US 17 Main Street</strong>&lt;br&gt;Duval County</td>
<td>New Berlin Road to Pecan Park Road</td>
<td>Widen to 5-lanes with multi-use trail</td>
<td>*Moderate-Low Vulnerability</td>
</tr>
<tr>
<td>6</td>
<td><strong>CR 2209</strong>&lt;br&gt;St. Johns County</td>
<td>CR 210 to International Golf Parkway</td>
<td>New 6-lane road</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td><strong>CR 218</strong>&lt;br&gt;Clay County</td>
<td>Astor/Pine Tree to US 301</td>
<td>Widen to 4-lanes</td>
<td></td>
</tr>
</tbody>
</table>

*Vulnerability evaluated in the Resiliency & Vulnerability Study*
# 2020 ANNUAL LIST OF PRIORITY PROJECTS

## REGION-WIDE PRIORITY PROJECTS

<table>
<thead>
<tr>
<th>Rank</th>
<th>Project</th>
<th>Limits</th>
<th>Description</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>SR 115 Lem Turner Road</td>
<td>Duval County line to US 301</td>
<td>Widen to 4-lanes with multi-use trail</td>
<td>*Low Vulnerability</td>
</tr>
<tr>
<td></td>
<td>Nassau County</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>SR 10 Atlantic Boulevard</td>
<td>Silversmith Creek Bridge</td>
<td>Milling, resurfacing, railing and sidewalk construction</td>
<td>New</td>
</tr>
<tr>
<td></td>
<td>Duval County</td>
<td></td>
<td></td>
<td>*Moderate-Low Vulnerability</td>
</tr>
<tr>
<td>10</td>
<td>Racetrack Road</td>
<td>Bartram Park Boulevard to Bartram Springs Parkway</td>
<td>Widen to 4-lanes</td>
<td>New</td>
</tr>
<tr>
<td></td>
<td>St. Johns County</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>SR 16</td>
<td>Green Cove Springs Limits to FCX Interchange</td>
<td>Widen to 4-lanes</td>
<td>New</td>
</tr>
<tr>
<td></td>
<td>Clay County</td>
<td></td>
<td></td>
<td>*Moderate-Low Vulnerability</td>
</tr>
<tr>
<td>12</td>
<td>SR 202 J. Turner Butler</td>
<td>@ Kernan Road</td>
<td>Interchange improvements</td>
<td>New</td>
</tr>
<tr>
<td></td>
<td>Boulevard</td>
<td></td>
<td></td>
<td>*Moderate-Low Vulnerability</td>
</tr>
<tr>
<td></td>
<td>Duval County</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>US 17</td>
<td>SR 200 to the Duval County Line</td>
<td>Widen to 4-lanes</td>
<td>New</td>
</tr>
<tr>
<td></td>
<td>Nassau County</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>St. Johns Parkway</td>
<td>@ CR 210</td>
<td>New interchange</td>
<td>New</td>
</tr>
<tr>
<td></td>
<td>St. Johns County</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>SR A1A Mayport Road</td>
<td>SR 10 Atlantic Boulevard to Dutton Island Road</td>
<td>Context sensitive improvements</td>
<td>New</td>
</tr>
<tr>
<td></td>
<td>Duval County</td>
<td></td>
<td></td>
<td>**High Crash Corridor *Moderate-High Vulnerability</td>
</tr>
<tr>
<td>16</td>
<td>Cheswick Oaks</td>
<td>Challenger Drive to end of developer funded 2-lane road</td>
<td>New 2-lane road</td>
<td>New</td>
</tr>
<tr>
<td></td>
<td>Clay County</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>US 1</td>
<td>@ CR 210</td>
<td>Interchange improvements</td>
<td>New</td>
</tr>
<tr>
<td></td>
<td>St. Johns County</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>SR 21 Blanding Boulevard</td>
<td>Knight Boxx Road to Collins Road</td>
<td>Intersection Improvements</td>
<td>New</td>
</tr>
<tr>
<td></td>
<td>Clay/Duval County</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>SR 115 Southside Boulevard</td>
<td>US 1 to SR 212 Beach Boulevard</td>
<td>Intersection improvements</td>
<td>New</td>
</tr>
<tr>
<td></td>
<td>Duval County</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>SR 200/SR A1A</td>
<td>US 17 to Amelia Island Parkway</td>
<td>Intersection Improvements</td>
<td>**High Crash Corridor Moderate-High Vulnerability</td>
</tr>
<tr>
<td></td>
<td>Nassau County</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Vulnerability evaluated in the Resiliency & Vulnerability Study
** High Crash Corridors identified in the Regional System Safety Plan
## AVIATION PRIORITY PROJECTS — JACKSONVILLE AVIATION AUTHORITY

<table>
<thead>
<tr>
<th>Rank</th>
<th>Project</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>JAX-Concourse B Replacement</td>
<td>&gt; $233,000,000</td>
</tr>
<tr>
<td>2</td>
<td>Cecil-Eastside Roadway</td>
<td>&gt; $12,500,000</td>
</tr>
<tr>
<td>3</td>
<td>Spaceport-Payload Prep Facility</td>
<td>&gt; $2,000,000</td>
</tr>
<tr>
<td>4</td>
<td>Spaceport-Rocket Motor Test Facility</td>
<td>&gt; $1,000,000</td>
</tr>
</tbody>
</table>
## MASS TRANSIT PRIORITIES—JACKSONVILLE TRANSPORTATION AUTHORITY

### JACKSONVILLE TRANSPORTATION AUTHORITY

<table>
<thead>
<tr>
<th>Rank</th>
<th>Project</th>
<th>Description</th>
<th>Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Vehicle Acquisition</td>
<td>Annual SU funding with $2.5 toll credit matching</td>
<td>Replace new buses/rolling stock with CNG buses plus related equipment.</td>
</tr>
<tr>
<td>2</td>
<td>Para-Transit (CTC)</td>
<td>Purchase para-transit equipment</td>
<td>Required for ADA compliance.</td>
</tr>
<tr>
<td>3</td>
<td>Brooklyn Station</td>
<td>Skyway station</td>
<td>Skyway station for access at the O&amp;M center in Brooklyn.</td>
</tr>
<tr>
<td>4</td>
<td>Autonomous Avenue</td>
<td>U2C Conversion</td>
<td>Conversion of infrastructure between Jefferson and JRTC stations to run U2C autonomous transit vehicles.</td>
</tr>
<tr>
<td>5</td>
<td>U2C Agile Program</td>
<td>Various U2C routes throughout the Jacksonville area.</td>
<td>Autonomous transit routes at various locations around Jacksonville.</td>
</tr>
<tr>
<td>6</td>
<td>U2C Extension 2</td>
<td>The second phase of the U2C program.</td>
<td>The second at-grade extension of the U2C program.</td>
</tr>
<tr>
<td>7</td>
<td>U2C Extension 3</td>
<td>The third phase of the U2C program.</td>
<td>The third at-grade extension of the U2C program.</td>
</tr>
<tr>
<td>8</td>
<td>U2C Extension 4</td>
<td>The fourth phase of the U2C program.</td>
<td>The fourth at-grade extension of the U2C program.</td>
</tr>
<tr>
<td>9</td>
<td>Ferry</td>
<td>Additional Ferry Boat</td>
<td>An additional boat is needed to increase capacity at the Mayport Ferry crossing.</td>
</tr>
<tr>
<td>10</td>
<td>Commuter Rail Project Development</td>
<td>Promote transit oriented development, station area planning, and funding for Commuter Rail service on the Southeast Corridor.</td>
<td>The project definition phase has been completed with good ridership projected, however, the corridor requires additional transit oriented policies to be competitive for federal funding.</td>
</tr>
<tr>
<td>11</td>
<td>ITS/Corridor Development/ Service Enhancement</td>
<td>Develop/Implement a regional plan focused on transit and implement communications based elements</td>
<td>Capacity constraints on major corridors suggest implementation of ITS to enhance mobility</td>
</tr>
<tr>
<td>12</td>
<td>JRTC Amtrak Station Relocation</td>
<td>Relocate Amtrak station from Clifford Lane to Prime Osborn Convention Center site</td>
<td>Immediate opportunity to restore intercity passenger service to Downtown Jacksonville</td>
</tr>
<tr>
<td>13</td>
<td>Regional Passenger and Operations Enhancements</td>
<td>Plan, design and construct new passenger and operations facilities</td>
<td>Provide new facilities to enhance passenger experience and increase efficiency of operations</td>
</tr>
</tbody>
</table>

These projects have been selected from the agency Transit Development Plan and prioritized by the Jacksonville Transportation Authority.
# Mass Transit Priorities—St. Johns County/Sunshine Bus

## St. Johns County /Sunshine Bus

<table>
<thead>
<tr>
<th>Rank</th>
<th>Project</th>
<th>Description</th>
<th>Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Operating Assistance 5307</td>
<td>Funding for operations and administration</td>
<td>Expand transit system to support additional revenue miles and passengers</td>
</tr>
<tr>
<td>2</td>
<td>Preventative Maintenance Capitalized Operating Expense</td>
<td>Funding for preventative maintenance on revenue vehicles</td>
<td>Keep vehicles in service and facilitate continued operations</td>
</tr>
<tr>
<td>3</td>
<td>Operating Assistance CTD/Trip Equipment Grant</td>
<td>Continuing Bus Operations</td>
<td>Match for FTA 5307 and support for current and expanded service</td>
</tr>
<tr>
<td>4</td>
<td>Operating Assistance Block Grant Funds</td>
<td>Continuing Bus Operations</td>
<td>Support current service and expand service</td>
</tr>
<tr>
<td>5</td>
<td>Operating and Capital Assistance FTA 5310</td>
<td>Continuing Bus Operations</td>
<td>Support current service and expand service</td>
</tr>
<tr>
<td>6</td>
<td>Operating and Capital Assistance FTA 5311</td>
<td>Continuing Bus Operations</td>
<td>Support current service and expand service</td>
</tr>
<tr>
<td>7</td>
<td>Capital Assistance STP Flex</td>
<td>Vehicle Acquisition</td>
<td>Vehicles for route expansion, and paratransit vehicle replacements</td>
</tr>
<tr>
<td>8</td>
<td>Rolling Stock</td>
<td>Vehicle Acquisition</td>
<td>Paratransit vehicle replacement</td>
</tr>
<tr>
<td>9</td>
<td>System Planning</td>
<td>Plan updates</td>
<td>Update plans as a prerequisite to receiving state and federal funds</td>
</tr>
<tr>
<td>10</td>
<td>Shelter Installation</td>
<td>Bus shelters</td>
<td>System improvements, permanent shelters</td>
</tr>
<tr>
<td>11</td>
<td>Security Maintenance</td>
<td>Maintain existing security equipment</td>
<td>Maintain and replace existing security equipment at Transit Facility and on Buses</td>
</tr>
<tr>
<td>12</td>
<td>Equipment</td>
<td>Shop equipment</td>
<td>Required to meet maintenance schedules</td>
</tr>
<tr>
<td>13</td>
<td>Facility Maintenance</td>
<td>Repair/Replace Facility &amp; Equipment</td>
<td>Maintain transit facility and grounds</td>
</tr>
</tbody>
</table>

These projects have been selected from the agency Transit Development Plan and prioritized by St. Johns County/Sunshine Bus.
### PORT PRIORITY PROJECTS—JAXPORT

<table>
<thead>
<tr>
<th>JAXPORT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project</strong></td>
</tr>
<tr>
<td>Blount Island Marine Terminal Berth Extension for RORO</td>
</tr>
<tr>
<td>Harbor Deepening</td>
</tr>
<tr>
<td>New RO/RO pier at Dames Point Marine Terminal (DPMT)</td>
</tr>
<tr>
<td>Berth reconstruction at BIMT and TMT</td>
</tr>
<tr>
<td>RO/RO expansion at DPMT</td>
</tr>
<tr>
<td>Terminal Expansion near TMT, BIMT and DPMT</td>
</tr>
<tr>
<td>ITS improvements for cargo movements at JAXPORT Terminals</td>
</tr>
<tr>
<td>Dredge Material Management Area (DMMA) expansion/creation</td>
</tr>
</tbody>
</table>
TRANSPORTATION ALTERNATIVES PROGRAM (TAP) PROJECTS

The Transportation Alternatives Program (TAP) was authorized under Moving Ahead for Progress in the 21st Century Act (MAP-21). North Florida TPO Staff requested input from member counties, cities and authorities for proposed multi-use trail projects within the North Florida TPO area. Staff also requested input from the school boards and districts within the North Florida TPO area for the School Safety Walks projects. The following table includes multi-use Trail and School Safety Walks projects submitted for funding in FY 2025/2026.

### MULTI-USE TRAILS

<table>
<thead>
<tr>
<th>Rank</th>
<th>Project Name</th>
<th>Limits</th>
<th>Estimated Cost</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>CONSTRUCTION FUNDED</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Amelia Island Parkway Multi-Use Trail, Phase 2, Nassau County</td>
<td>Bailey Road to 14th St</td>
<td>$876,107</td>
<td>Const FY 23/24</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SR A1A/8th Street to Bailey Road</td>
<td>$166,500 PE</td>
<td>PE FY 19/20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SR A1A/Fletcher Avenue to Via del Rey</td>
<td>$756,196</td>
<td>FY 22/23</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Via del Rey to 14th St</td>
<td>$1,167,327</td>
<td>FY 23/24</td>
</tr>
<tr>
<td></td>
<td><strong>UNFUNDED PRIORITIES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>McCoy’s Creek Greenway</td>
<td>Segment 1: Edison Avenue to King Street</td>
<td>$1M</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Duval County</td>
<td>Segment 2: King Street to Osceola Ave</td>
<td>$1M</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Segment 3: Osceola Avenue to Margaret St</td>
<td>$1M</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Vilano Trail</td>
<td>Cedar Avenue Vilano Beach to Mickler Road</td>
<td>Study on-going</td>
<td></td>
</tr>
<tr>
<td></td>
<td>St. Johns County</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Black Creek Trail Extension across US 17 Bridge</td>
<td>US17 from Ball Rd to Black Creek Trail</td>
<td>$3,505,196 M</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clay County</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>14th Street Trail</td>
<td>Dee Dee Boat Ramp to Sadler Rd, down Sadler Rd to Will Hardee and down Will Hardee extending to the Simmons Rd Trail</td>
<td>$8.5 M</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Nassau County</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## 2020 ANNUAL LIST OF PRIORITY PROJECTS

### TRANSPORTATION ALTERNATIVES PROGRAM (TAP) PROJECTS

#### SCHOOL SAFETY SIDEWALKS

<table>
<thead>
<tr>
<th>Rank</th>
<th>Project Name</th>
<th>Limits</th>
<th>Cost Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Henry Kite Elementary</td>
<td>Sidewalk network surrounding the school within a 2 mile radius (5th Ave., Carey Ave., Clyde Drive, Highland Ave., Ribault Ave., 7th Ave., 4th Ave., Washington Ave,)</td>
<td>$382,540</td>
</tr>
<tr>
<td>2</td>
<td>Valley Ridge Academy</td>
<td>Palm Valley Road from Walden Chase neighborhood to Valley Ridge Drive</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Yulee Elementary School</td>
<td>Sidewalks on Felmor Road to provide access to Yulee Elementary School.</td>
<td>$568,908</td>
</tr>
</tbody>
</table>
SUNTRAILS PRIORITIES

For the 2021 List of Priorities Projects the North Florida TPO will expand the SunTrails Priorities to include projects for which a preliminary feasibility study has been performed with cost estimates and for which local governments. Details will be provided in Fall 2020.

<table>
<thead>
<tr>
<th>Rank</th>
<th>Project Name</th>
<th>Project Description/Project Limits</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>RIVER TO SEA LOOP</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>St. Johns River to Sea Loop</td>
<td>West of I-95 to City of St. Augustine to Flagler County Line</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>INDIVIDUAL TRAILS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Timucuan Trail</td>
<td>Huguenot Park to Ft. George River</td>
<td>$8.7M</td>
</tr>
<tr>
<td></td>
<td>Duval County</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Amelia Island Trail</td>
<td>Phase II-Amelia Island Parkway</td>
<td>$2.5M</td>
</tr>
<tr>
<td></td>
<td>Nassau County</td>
<td>Multi-Use Trail</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Segments 1 and 2</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Vilano Trail</td>
<td>Cedar Avenue Vilano Beach to Mickler Road</td>
<td>Study ongoing</td>
</tr>
<tr>
<td></td>
<td>St. Johns County</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**TRANSPORTATION REGIONAL INCENTIVE PROGRAM (TRIP) PROJECT PRIORITIES**

The Transportation Regional Incentive Program (TRIP) is funded with Documentary Stamp funds. The North Florida TPO is the TRIP Agency for Baker, Clay, Duval, Nassau and St. Johns Counties. This list is approved by the TRIP Agency which includes the North Florida TPO Board and one member of the Baker and Putnam County Commissions. These projects are not ranked.

<table>
<thead>
<tr>
<th>County</th>
<th>Project</th>
<th>Limits</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baker</td>
<td>Midpoint Parkway/Truck By-Pass, Phase 1</td>
<td></td>
<td>Construct new 2-lane road</td>
</tr>
<tr>
<td>Clay</td>
<td>CR 218</td>
<td>Cosmos to US 301</td>
<td>Widen to 4-lanes</td>
</tr>
<tr>
<td>Clay</td>
<td>CR 220</td>
<td>SR 21 to Knight Boxx</td>
<td>Widen to 4-lanes</td>
</tr>
<tr>
<td>Duval</td>
<td>SR 202 J. Turner Butler Boulevard</td>
<td>@ Belfort Road</td>
<td>Intersection improvements</td>
</tr>
<tr>
<td>Duval</td>
<td>US1</td>
<td>@ SR 115 Southside Boulevard</td>
<td>Intersection improvements</td>
</tr>
<tr>
<td>Nassau</td>
<td>William Burgess Road</td>
<td>Miner Road to Amelia Island Concourse</td>
<td>Construct new 2-lane road</td>
</tr>
<tr>
<td>Nassau</td>
<td>New Road</td>
<td>William Burgess Road to Mentoria Road</td>
<td>Construct new 2-lane road</td>
</tr>
<tr>
<td>Putnam</td>
<td>US 17</td>
<td>Volusia County Line to Pomona Park/Feagle Avenue</td>
<td>Widen to 4-lanes</td>
</tr>
<tr>
<td>St. Johns</td>
<td>I-95</td>
<td>@ SR 16</td>
<td>Interchange improvements</td>
</tr>
<tr>
<td>St. Johns</td>
<td>SR 16</td>
<td>@ International Golf Parkway</td>
<td>Intersection improvements</td>
</tr>
</tbody>
</table>
Agenda Item D.
Approval of the Unified Planning Work Program (UPWP) for FY 2020/21 – FY 2021/22

Action Item
MEMORANDUM

To: North Florida TPO Board and Committees
From: Denise Bunnewith, Planning Director
Date: April 27, 2020

Subject: Approval of the UNIFIED PLANNING WORK PROGRAM (UPWP) for FISCAL YEAR 2020/21 THROUGH 2021/22

REQUIRED ACTION: APPROVAL BY RESOLUTION (2020-5)

In April, I presented the draft Unified Planning Work Program (UPWP) of Fiscal Years (FY) 20/21 through 21/22 to you for review. At the same meeting, an amendment was approved de-obligating unspent funds. This action makes these funds available in FY 2020/21, the first fiscal year of the new UPWP. This permitted funding levels for some work tasks to be increased slightly.

COVID-19 and the consequences thereof has made completing some year 2 tasks in the current UPWP unlikely. Three tasks from FY 19/20 have been added to the new UPWP in FY 20/21. These work efforts will be funded with new, not carry over funds. New work tasks will be executed for the uncompleted tasks in the preceding fiscal year. Specifically, these tasks are:

- Task 5.30-Mobility for the Underserved, Ladders of Opportunity
- Task 5.32-Clay County Pavement Management Pilot Study

Task 5.36-SMART St. Augustine/IDE Integration was eliminated in FY 19/20 and as agreed, restored in FY 2020/21.

Concurrent with adoption of the UPWP is the Metropolitan Planning Agreement with the Florida Department of Transportation. A copy of the agreement and the resolution are provided.
RESOLUTION No. 2020-5
REVISING THE UNIFIED PLANNING WORK PROGRAM FOR
FISCAL YEARS 2020/21 THROUGH 2021/22

WHEREAS, the North Florida Transportation Planning Organization is the designated and
constituted body responsible for the urban transportation planning and programming process for
the Jacksonville and St. Augustine Urbanized Areas; and

WHEREAS, the North Florida Transportation Planning Organization has in accordance with 23
CFR Section 450.108 (c) and Section 339.175(9) (a) (2), Florida Statutes, developed a Unified
Planning Work Program for Fiscal Years 2020/21 through 2021/22; and

WHEREAS, concurrent with the approval of the Unified Planning Work Program, pursuant to 23
U.S.C. 134, 23 of the Code of Federal Regulations § 450 and Section 339.175, Florida Statutes
the Florida Department of Transportation and the North Florida Transportation Planning
Organization will execute a Metropolitan Planning Agreement clearly identifying roles and
responsibilities for cooperatively carrying out the Federal Highway Administration's portion of
the metropolitan planning process and accomplishing the transportation planning requirements
of state and federal law.

NOW, THEREFORE, BE IT RESOLVED that the North Florida Transportation Planning
Organization approves and endorses this Unified Planning Work Program for Fiscal Years
2020/21 through 2021/22.

Adopted by the North Florida Transportation Planning Organization in regular meeting
assembled in the City of Jacksonville the 14th day of May 2020.

Attest:

The Honorable James Johns, Chairman

Jeff Sheffield, Executive Director
THIS METROPOLITAN PLANNING ORGANIZATION AGREEMENT (Agreement) is made and entered into on this day of June 2020, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION (Department), an agency of the State of Florida, whose address is Office of the District Secretary, 1109 South Marion Avenue, Lake City, Florida 32025 and the North Florida Transportation Planning Organization (MPO), whose address is 980 North Jefferson Street, Jacksonville, Florida 32208, and whose Data Universal Numbering System (DUNS) Number is: 19-259-4625 (collectively the “parties”).

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

1. **Authority:** The MPO and the Department have authority to enter into this Agreement pursuant to 23 U.S.C. 134, 23 Code of Federal Regulations (CFR or C.F.R.) §450 and Section 339.175, Florida Statutes (F.S.), which, require the Department and the MPO to enter into an agreement clearly identifying the responsibilities for cooperatively carrying out the Federal Highway Administration (FHWA) portion of the Metropolitan Planning Process and accomplishing the transportation planning requirements of state and federal law.

2. **Purpose of the Agreement:** The purpose of this Agreement is to pass through financial assistance through the Department in the form of FHWA funds to the MPO for the completion of transportation related planning activities set forth in the Unified Planning Work Program (UPWP) of the MPO (Project), state the terms and conditions upon which FHWA funds will be provided, and set forth the manner in which work tasks and subtasks within the UPWP will be undertaken and completed. The Project is more fully described in the UPWP, which is attached and incorporated into this Agreement as Exhibit “A”.

3. **Scope of Work:** The UPWP, Exhibit "A", constitutes the Scope of Work for this Agreement.

4. **Project Cost:** The total budgetary ceiling for the Project is $4,788,426. The budget, including tasks, is summarized below and detailed in the UPWP, Exhibit "A". The budget may be modified by mutual agreement as provided for in paragraph 7, Amendments.

The Department’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. No work shall begin before the Agreement is fully executed and a "Letter of Authorization" is issued by the Department. The total of all authorizations shall not exceed the budgetary ceiling established for this agreement and shall be completed within the term of this Agreement:

<table>
<thead>
<tr>
<th>FINANCIAL PROJECT NO.</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>439319-3-14-01</td>
<td>$2,605,074</td>
</tr>
<tr>
<td>439319-3-14-02</td>
<td>$1,763,334</td>
</tr>
<tr>
<td>439319-3-14-03</td>
<td>$420,018</td>
</tr>
</tbody>
</table>
5. Term of Agreement: This Agreement shall have a term of two (2) years. This Agreement shall begin on the later of July 1, 2020 or the date the Agreement is fully executed, whichever is later and expire on June 30, 2022. If the Agreement is fully executed after July 1, 2020, then the term of the Agreement shall be less than two (2) years and the Agreement shall expire on June 30, 2022. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

6. Renewals and Extensions: This Agreement shall not be renewed or extended.

7. Amendments: Amendments may be made during the term of this Agreement. Any amendment must be in writing and signed by both parties with the same formalities as the original Agreement.

   A. Modifications versus Amendments to the UPWP: Modifications and amendments to the UPWP budget may occur periodically. Modifications shall not increase the FHWA approved UPWP final total budget or change the scope of the FHWA approved work tasks. If the MPO makes a modification to the UPWP budget, then the MPO shall immediately send any such modifications to the Department. The Department will then forward the modifications to FHWA. Each budget category subtotal and individual line item costs contained in this Agreement are only estimates. The total budgetary ceiling cannot be exceeded, but shifts between budget categories and budget line items are acceptable and shall not require an amendment of the UPWP or this Agreement. Changes in the scope of an approved work task, the addition or deletion of an approved work task, or changes altering the total funding of an FHWA approved UPWP shall be considered amendments to the UPWP. Amendments to the UPWP must be approved by FHWA. Proposed amendments to the UPWP shall be filed with the Department. Within a reasonable amount of time, the Department shall review and transmit the proposed UPWP amendment and supporting documents to the FHWA with a recommendation for approval or denial. Transmittal of the proposed UPWP amendment and supporting documents to FHWA may be delayed by the Department due to the MPO failing to include all documentation required for the UPWP amendment. The Department shall immediately forward to the MPO all correspondence that the Department receives from FHWA with regard to the proposed UPWP amendment. If FHWA approves the amendment to the UPWP then this Agreement and supporting documentation must be amended immediately following such approval.

8. General Requirements:

   A. The MPO shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, the Interlocal Agreement establishing the MPO, and all applicable laws.

   B. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the MPO in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in Project costs in part or in total. Any determination by the Department made pursuant to this section of the Agreement is subject to the conflict and dispute resolution process set forth in Section 14 of this Agreement.

   C. The MPO's financial management system must comply with the requirements set forth in 2 CFR §200.302, specifically:

      i. Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received.

      ii. Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in §§200.327 Financial reporting and 200.328 Monitoring and reporting program performance.

      iii. Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source
9. Compensation and Payment:

A. The Department shall reimburse the MPO for costs incurred to perform services satisfactorily during a monthly or quarterly period in accordance with Scope of Work, Exhibit "A". Reimbursement is limited to the maximum amount authorized by the Department. The MPO shall submit a request for reimbursement to the Department on a quarterly or monthly basis. Requests for reimbursement by the MPO shall include an invoice, an itemized expenditure report, and progress report for the period of services being billed that are acceptable to the Department. The MPO shall use the format for the invoice, itemized expenditure report and progress report that is approved by the Department. The MPO shall provide any other data required by FHWA or the Department to justify and support the payment requested.

B. Pursuant to Section 287.058, Florida Statutes, the MPO shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described in Exhibit "A".

C. Invoices shall be submitted by the MPO in detail sufficient for a proper pre-audit and post-audit 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 Grant Manager prior to payments.

D. The Department will honor requests for reimbursement to the MPO for eligible costs in the amount of FHWA funds approved for reimbursement in the UPWP and made available by FHWA. The Department may suspend or terminate payment for that portion of the Project which FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid. In regard to eligible costs, whichever requirement is more strict between federal and State of Florida requirements shall control. Any determination by the Department made pursuant to this section of the Agreement is subject to the conflict and dispute resolution process set forth in Section 14 of this Agreement.

E. Supporting documentation must establish that the deliverables were received and accepted in writing by the MPO and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in the UPWP, Exhibit "A", was met. All costs charged to the Project, including any approved services contributed by the MPO 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.

F. Bills for travel expenses specifically authorized in this Agreement shall be documented on the Department’s Contractor Travel Form No. 300-000-06 or on a form that was previously submitted to the Department’s Comptroller and approved by the Department of Financial Services. Bills for travel expenses specifically authorized in this Agreement will be paid in accordance with Section 112.061 Florida Statutes.

G. 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 MPO fails to meet minimum performance levels, the Department shall notify the MPO of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The MPO shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the MPO will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the MPO 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 MPO resolves the deficiency. If the deficiency is subsequently resolved, the MPO may bill the Department for the retained amount during the
next billing period. If the MPO is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

H. An invoice submitted to the Department involving the expenditure of metropolitan planning funds ("PL funds") is required by Federal law to be reviewed by the Department and issued a payment by the Department of Financial Services within 15 business days of receipt by the Department for review. If the invoice is not complete or lacks information necessary for processing, it will be returned to the MPO, and the 15 business day timeframe for processing will start over upon receipt of the resubmitted invoice by the Department. If there is a case of a bona fide dispute, the invoice recorded in the financial system of the Department shall contain a statement of the dispute and authorize payment only in the amount not disputed. If an item is disputed and is not paid, a separate invoice could be submitted requesting reimbursement or the disputed item/amount could be included/added to a subsequent invoice.

I. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the MPO's general accounting records and the project records, together with supporting documents and records, of the consultant and all subconsultants performing work on the project, and all other records of the Consultants and subconsultants considered necessary by the Department for a proper audit of costs.

J. The MPO must timely submit invoices and documents necessary for the close out of the Project. Within 90 days of the expiration or termination of the grant of FHWA funds for the UPWP, the MPO shall submit the final invoice and all financial, performance, and related reports consistent with 2 CFR §200.

K. The Department's performance and obligation to pay under this Agreement is also contingent upon FHWA making funds available and approving the expenditure of such funds.

L. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

M. Disallowed Costs: In determining the amount of the payment, the Department will exclude all Project costs incurred by the MPO prior to the effective date of this Agreement, costs incurred by the MPO which are not provided for in the latest approved budget for the Project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department. It is agreed by the MPO that where official audits by the federal agencies or monitoring by the Department discloses that the MPO has been reimbursed by the Department for ineligible work, under applicable federal and state regulations, that the value of such ineligible items may be deducted by the Department from subsequent reimbursement requests following determination of eligibility. Upon receipt of a notice of ineligible items the MPO may present evidence supporting the propriety of the questioned reimbursements. Such evidence will be evaluated by the Department, and the MPO will be given final notification of the amounts, if any, to be deducted from subsequent reimbursement requests.

In addition, the MPO agrees to promptly reimburse the Department for any and all amounts for which the Department has made payment to the MPO if such amounts become ineligible, disqualified, or disallowed for federal reimbursement due to any act, error, omission, or negligence of the MPO. This includes omission
or deficient documentation of costs and charges, untimely, incomplete, or insufficient submittals, or any
other reason declared by the applicable Federal Agency.

Any determination by the Department made pursuant to this section of the Agreement is subject to the
conflict and dispute resolution process set forth in Section 14 of this Agreement.

N. If, after Project completion, any claim is made by the Department resulting from an audit or for work or
services performed pursuant to this Agreement, the Department may offset such amount from payments
due for work or services done under any agreement which it has with the MPO owing such amount if, upon
demand, payment of the amount is not made within 60 days to the Department. Offseting any amount
pursuant to this paragraph shall not be considered a breach of contract by the Department. Any
determination by the Department made pursuant to this section of the Agreement is subject to the conflict
and dispute resolution process set forth in Section 14 of this Agreement.

O. Indirect Costs: A state or federally approved indirect cost rate may be applied to the Agreement. If the
MPO does not have a federally approved indirect cost rate, a rate up to the de minimis indirect cost rate of
10% of modified total direct costs may be applied. The MPO may opt to request no indirect cost rate, even
if it has a federally approved indirect cost rate.

10. Procurement and Contracts of the MPO

A. The procurement, use, and disposition of real property, equipment and supplies shall be consistent with the
approved UPWP and in accordance with the requirements of 2 CFR §200.

B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project
with the MPO, where said project involves a consultant contract for engineering, architecture or surveying
services, is contingent on the MPO’s complying in full with provisions of Section 287.055, Florida Statutes,
Consultants’ Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the
discretion of the Department, the MPO will involve the Department to an extent to be determined by the
Department, in the consultant selection process for all projects funded under this Agreement. In all
cases, the MPO shall certify to the Department that selection has been accomplished in compliance with
the Consultants’ Competitive Negotiation Act and the federal Brooks Act.

C. The MPO shall comply with, and require its consultants and contractors to comply with applicable federal
law pertaining to the use of federal-aid funds.

11. Audit Reports: The administration of resources awarded through the Department to the MPO 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
limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State
official. The MPO shall comply with all audit and audit reporting requirements as specified below.

A. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit
Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff
and/or other procedures including, reviewing any required performance and financial reports, following up,
ensuring corrective action, and issuing management decisions on weaknesses found through audits when
those findings pertain to Federal awards provided through the Department by this Agreement. By entering
into this Agreement, the MPO agrees to comply and cooperate fully with any monitoring
procedures/processes deemed appropriate by the Department. The MPO 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 MPO, 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 MPO 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 MPO must have a
Federal single or program-specific audit for such fiscal year conducted in accordance with the
provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Exhibit “B”, Federal Financial Assistance (Single Audit Act), to this Agreement provides the required Federal award identification information needed by the MPO 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 MPO 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 MPO shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the MPO expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the MPO is exempt from Federal audit requirements for that fiscal year. However, the MPO 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 MPO’s audit period for each applicable audit year. In the event the MPO 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 MPO’s resources obtained from other than Federal entities).

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

vi. As a condition of receiving this Federal award, the MPO shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the MPO’s records including financial statements, the independent auditor’s working papers and project records as necessary.
Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller
605 Suwannee Street, MS 24
Tallahassee, Florida 32399-0450
FDOTSsingleAudit@dot.state.fl.us

C. The MPO 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, the CFO or State of Florida Auditor General access to such records upon request. The MPO shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, 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.

12. Termination or Suspension: The Department may, by written notice to the MPO, suspend any or all of the MPO's obligations under this Agreement for the MPO's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department will provide written notice outlining the particulars of suspension.

The Department may terminate this Agreement at any time before the date of completion if the MPO is dissolved or if federal funds cease to be available. In addition, the Department or the MPO may terminate this Agreement if either party fails to comply with the conditions of the Agreement. The Department or the MPO shall give written notice to all parties at least ninety (90) days prior to the effective date of termination and specify the effective date of termination.

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

Upon termination of this Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc., prepared by the MPO shall, at the option of the Department, be delivered to the Department.

The Department shall reimburse the MPO for those eligible expenses incurred during the Agreement period that are directly attributable to the completed portion of the work covered by this Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The MPO shall not incur new obligations for the terminated portion after the effective date of termination.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the MPO or any consultant, sub-consultant or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are confidential or exempt.

The conflict and dispute resolution process set forth in Section 14 of this Agreement shall not delay or stop the Parties' rights to terminate the Agreement.

13. Remedies: Violation or breach of Agreement terms by the MPO shall be grounds for termination of the Agreement. Any costs incurred by the Department arising from the termination of this Agreement shall be paid by the MPO.

This Agreement shall not be considered as specifying the exclusive remedy for any dispute, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

14. Conflict and Dispute Resolution Process: This section shall apply to conflicts and disputes relating to matters subject to this Agreement, or conflicts arising from the performance of this Agreement. If possible, the parties shall attempt to resolve any dispute or conflict within thirty (30) days of a determination of a dispute or conflict. This section shall not delay or stop the Parties' rights to terminate the Agreement. In addition, notwithstanding that a
conflict or dispute may be pending resolution, this section shall not delay or stop the Department from performing the following actions pursuant to its rights under this Agreement: deny payments; disallow costs; deduct the value of ineligible work from subsequent reimbursement requests, or; offset pursuant to Section 9.N of this Agreement.

A. Initial Resolution: The affected parties to this Agreement shall, at a minimum, ensure the attempted early resolution of conflicts relating to such matters. Early resolution shall be handled by direct discussion between the following officials: for the Department - the Intermodal Systems Development Manager; and for the MPO - the Staff Director.

B. Resolution by Senior Agency Official: If the conflict remains unresolved, the conflict shall be resolved by the following officials: for the Department - the District Secretary; and for the North Florida Transportation Planning Organization - the Chairperson of the MPO.

C. Resolution of Conflict by the Agency Secretary: If the conflict is not resolved through conflict resolution pursuant to the provisions, "Initial Resolution" and "Resolution by Senior Agency Official" above, the conflict shall be resolved by the Secretary for the Department of Transportation or their delegate. If the MPO does not agree with the resolution provided by the Secretary for the Department of Transportation, the parties may pursue any other remedies set forth in this Agreement or provided by law.

15. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The MPO and its contractors and consultants 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 with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The MPO and its contractors, consultants, subcontractors and subconsultants 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.

16. Compliance with Federal Conditions and Laws:

A. The MPO shall comply and require its consultants and subconsultants to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the MPO is in compliance with, and will require its consultants and subconsultants to comply with, all requirements imposed by applicable federal, state, and local laws and regulations.

B. The MPO shall comply with the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable and include applicable required provisions in all contracts and subcontracts entered into pursuant to this Agreement.

C. Title VI Assurances: The MPO will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the MPO pursuant thereto, including but not limited to the requirements set forth in Exhibit "C", Title VI Assurances. The MPO shall include the attached Exhibit "C", Title VI Assurances, in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

D. Restrictions on Lobbying The MPO agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the MPO, 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 any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the MPO 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 Form to Report Lobbying," in accordance with its instructions. The MPO shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

E. The MPO must comply with FHWA's Conflicts of Interest requirements set forth in 23 CFR §1.33.

17. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the MPO 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, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

C. 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 MPO.

D. Neither the MPO nor any of its contractors and consultants or their subcontractors and subconsultants 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 MPO or the entities that are part of the MPO during tenure or for 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 MPO, the MPO, 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 MPO or the locality relating to such contract, subcontract or arrangement. The MPO 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 and consultants to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the MPO or of the locality during his or her 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 MPO and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

E. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.


A. Public Records:
i. The MPO shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the MPO in conjunction with this Agreement, unless such documents are exempt from public access or are confidential pursuant to state of federal law. Failure by the MPO to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

ii. In addition, the MPO shall comply with the requirements of section 119.0701, Florida Statutes.

B. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the provisions of this Agreement.

C. In no event shall the making by the Department of any payment to the MPO 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 MPO 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.

D. 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.

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

F. Nothing in the Agreement shall require the MPO to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the MPO will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the MPO to the end that the MPO may proceed as soon as possible with the Project.

G. The MPO shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the MPO and FHWA requires reimbursement of the funds, the MPO will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

H. The MPO:
   i. shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by MPO during the term of the contract; and

   ii. shall expressly require any contractor, consultant, subcontractors and subconsultants performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor or subconsultant during the contract term.

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

J. The parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

K. This Agreement and any claims arising out of this Agreement shall be governed by the laws of the United States and the State of Florida.

19. Exhibits: The following Exhibits are attached and incorporated into this Agreement:
A. Exhibit “A”, UPWP
B. Exhibit “B”, Federal Financial Assistance (Single Audit Act)
C. Exhibit “C”, Title VI Assurances

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day, month and year set forth above.

MPO

North Florida Transportation Planning Organization

MPO Name

Danny Leeper

Signatory (Printed or Typed)

Greg Evans

Department of Transportation

Signature

Chair, North Florida Transportation Planning Organization

Title

Signature

Secretary, District 2

Title

Legal Review

MPO

Legal Review

Department of Transportation
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: HIGHWAY PLANNING AND CONSTRUCTION
Federal-Aid Highway Program, Federal Lands Highway Program
*Award Amount: $4788426
Awarding Agency: Florida Department of Transportation
Indirect Cost Rate: 0
**Award is for R&D: No

*The federal award amount may change with supplemental agreements
**Research and Development as defined at §200.87, 2 CFR Part 200

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

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

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

Title 23 – Highways, United States Code
http://uscode.house.gov/browse.xhtml

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse.xhtml

MAP-21 – Moving Ahead for Progress in the 21st Century, P.L. 112-141
www.dot.gov/map21

Federal Highway Administration – Florida Division
www.fhwa.dot.gov/ffdiv

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsrs.gov
Exhibit "C"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) Compliance with REGULATIONS: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this contract.

(2.) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the contract covers a program set forth in Appendix B of the REGULATIONS.

(3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the REGULATIONS relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) Information and Reports: The contractor shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or

b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination
on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27, The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
Agenda Item E.
Joint Certification of the Metropolitan Transportation Planning Process

Action Item
North Florida TPO

Joint Certification – 2019

01/24/2020

Part 1 – FDOT District
Contents

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**Purpose**

Each year, the District and the Metropolitan Planning Organization (MPO) must jointly certify the metropolitan transportation planning process as described in 23 C.F.R. §450.336. The joint certification begins in January. This allows time to incorporate recommended changes into the Draft Unified Planning Work Program (UPWP). The District and the MPO create a joint certification package that includes a summary of noteworthy achievements by the MPO and, if applicable, a list of any recommendations and/or corrective actions.

The Certification Package and statement must be submitted to Central Office, Office of Policy Planning (OPP) no later than June 1.
Certification Process

Please read and answer each question within this document.

Since all of Florida's MPOs adopt a new Transportation Improvement Program (TIP) annually, many of the questions related to the TIP adoption process have been removed from this certification, as these questions have been addressed during review of the draft TIP and after adoption of the final TIP.

As with the TIP, many of the questions related to the Unified Planning Work Program (UPWP) and Long-Range Transportation Plan (LRTP) have been removed from this certification document, as these questions are included in the process of reviewing and adopting the UPWP and LRTP.

Note: This certification has been designed as an entirely electronic document and includes interactive form fields. Part 1 Section 9: Attachments allows you to embed any attachments to the certification, including the MPO Joint Certification Statements and Assurances document that must accompany the completed certification report. Once all the appropriate parties sign the Statements and Assurances, scan it and attach it to the completed certification in Part 1 Section 9: Attachments.

Please note that the District shall report the identification of and provide status updates of any corrective action or other issues identified during certification directly to the MPO Board. Once the MPO has resolved the corrective action or issue to the satisfaction of the District, the District shall report the resolution of the corrective action or issue to the MPO Board.

The final Certification Package should include Part 1, Part 2, and any required attachments and be transmitted to Central Office no later than June 1 of each year.
Risk Assessment Process

Part 1 Section 1: Risk Assessment evaluates the requirements described in 2 CFR §200.331 (b)-(e), also expressed below. It is important to note that FDOT is the recipient and the MPOs are the subrecipient, meaning that FDOT, as the recipient of Federal-aid funds for the State, is responsible for ensuring that Federal-aid funds are expended in accordance with applicable laws and regulations.

(b) Evaluate each subrecipient’s risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

1. The subrecipient’s prior experience with the same or similar subawards;
2. The results of previous audits including whether the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;
3. Whether the subrecipient has new personnel or new or substantially changed systems; and
4. The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

(c) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.207 Specific conditions.

(d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

1. Reviewing financial and performance reports required by the pass-through entity.
2. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
(3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.

(e) Depending upon the pass-through entity’s assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

(1) Providing subrecipients with training and technical assistance on program-related matters; and

(2) Performing on-site reviews of the subrecipient’s program operations;

(3) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.

After coordination with the Office of Policy Planning, any of the considerations in 2 CFR §200.331 (b) may result in an MPO being assigned the High-risk level.

The questions in Part 1 Section 1: Risk Assessment are quantified and scored to assign a level of risk for each MPO, which will be updated annually during the joint certification process. The results of the Risk Assessment determine the minimum frequency by which the MPO’s supporting documentation for their invoices is reviewed by FDOT MPO Liaisons for the upcoming year. The frequency of review is based on the level of risk in Table 1.

**Table 1. Risk Assessment Scoring**

<table>
<thead>
<tr>
<th>Score</th>
<th>Risk Level</th>
<th>Frequency of Monitoring</th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt; 85 percent</td>
<td>Low</td>
<td>Annual</td>
</tr>
<tr>
<td>68 to &lt; 84 percent</td>
<td>Moderate</td>
<td>Bi-annual</td>
</tr>
<tr>
<td>52 to &lt; 68 percent</td>
<td>Elevated</td>
<td>Tri-annual</td>
</tr>
<tr>
<td>&lt; 52 percent</td>
<td>High</td>
<td>Quarterly</td>
</tr>
</tbody>
</table>
The Risk Assessment that is part of this joint certification has two main components – the Certification phase and the Monitoring phase – and involves regular reviewing, checking, and surveillance. The first step is to complete this Risk Assessment during the joint certification for the current year (The red line in Figure 1). The current year runs for a 12-month period from January 1 to December 31 of the same year (Example: January 1, 2018 through December 31, 2018). There is a 6-month period when the joint certification for the current year is reviewed before the Risk Assessment enters the Monitoring phase. The joint certification review runs from January 1 to June 30 (Example: January 1, 2019 through June 30, 2019). After the review has been completed, the Risk Assessment enters the Monitoring phase, where the MPO is monitored for a 12-month period (Example: July 1, 2019 to June 30, 2020). The entire Risk Assessment runs for a total of 30-months. However, there will always be an overlapping of previous year, current year, and future year Risk Assessments. Figure 1 shows the timeline of Risk Assessment phases and how Risk Assessments can overlap from year to year.

Figure 1. Risk Assessment: Certification Year vs. Monitoring

★ June 1st - Joint Certifications are due to FDOT
Part 1

Part 1 of the Joint Certification is to be completed by the FDOT MPO Liaison.
Part 1 Section 1: Risk Assessment

MPO Invoice Submittal

List all invoices and the dates that the invoices were submitted for reimbursement during the certification period in Table 2 below.

Table 2. MPO Invoice Submittal Summary

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Invoice Period</th>
<th>Date the Invoice was Forwarded to FDOT for Payment</th>
<th>Was the Invoice Submitted More than 90 days After the End of the Invoice Period? (Yes or No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>1/1/19-1/31/19</td>
<td>03/12/2019</td>
<td>No</td>
</tr>
<tr>
<td>8</td>
<td>2/1/19-2/28/19</td>
<td>03/22/2019</td>
<td>No</td>
</tr>
<tr>
<td>9</td>
<td>3/1/19-3/31/19</td>
<td>04/26/2019</td>
<td>No</td>
</tr>
<tr>
<td>10</td>
<td>4/1/19-4/30/19</td>
<td>05/15/2019</td>
<td>No</td>
</tr>
<tr>
<td>11</td>
<td>5/1/19-5/31/19</td>
<td>08/09/2019</td>
<td>No</td>
</tr>
<tr>
<td>12</td>
<td>6/1/19-6/30/19</td>
<td>08/09/2019</td>
<td>No</td>
</tr>
<tr>
<td>13</td>
<td>7/1/19-7/31/19</td>
<td>09/10/2019</td>
<td>No</td>
</tr>
<tr>
<td>14</td>
<td>8/1/19-8/31/19</td>
<td>09/30/2019</td>
<td>No</td>
</tr>
<tr>
<td>15</td>
<td>9/1/19-9/30/19</td>
<td>11/04/2019</td>
<td>No</td>
</tr>
<tr>
<td>16</td>
<td>10/1/19-10/31/19</td>
<td>12/03/2019</td>
<td>No</td>
</tr>
<tr>
<td>17</td>
<td>11/1/19-11/30/19</td>
<td>01/09/2020</td>
<td>No</td>
</tr>
<tr>
<td>18</td>
<td>12/1/19-12/31/19</td>
<td>01/23/2020</td>
<td>No</td>
</tr>
</tbody>
</table>

MPO Invoice Submittal Total
Total Number of Invoices that were Submitted on Time | 18  
---|---
Total Number of Invoices Submitted | 18

**MPO Invoice Review Checklist**

List all MPO Invoice Review Checklists that were completed in the certification period in **Table 3** and attach the checklists to this risk assessment. Identify the total number of materially significant finding questions that were correct on each MPO Invoice Review Checklist (i.e. checked yes). The MPO Invoice Review Checklist identifies questions that are considered materially significant with a red asterisk. Examples of materially significant findings include:

- Submitting unallowable, unreasonable or unnecessary expenses or corrections that affect the total amounts for paying out.
- Exceeding allocation or task budget.
- Submitting an invoice that is not reflected in the UPWP.
- Submitting an invoice that is out of the project scope.
- Submitting an invoice that is outside of the agreement period.
- Documenting budget status incorrectly.

Corrections or findings that are not considered materially significant do not warrant elevation of MPO risk. Examples of corrections or findings that are not considered materially significant include:

- Typos.
- Incorrect budgeted amount because an amendment was not recorded.
- Incorrect invoice number.

**Table 3. MPO Invoice Review Checklist Summary**

<table>
<thead>
<tr>
<th>MPO Invoice Review Checklist</th>
<th>Number of Correct Materially Significant Finding Questions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invoice 7</td>
<td>7</td>
</tr>
<tr>
<td>Invoice 8</td>
<td>7</td>
</tr>
<tr>
<td>Invoice 9</td>
<td>7</td>
</tr>
<tr>
<td>----------</td>
<td>---</td>
</tr>
<tr>
<td>Invoice 10</td>
<td>7</td>
</tr>
<tr>
<td>Invoice 11</td>
<td>7</td>
</tr>
<tr>
<td>Invoice 12</td>
<td>7</td>
</tr>
<tr>
<td>Invoice 13</td>
<td>7</td>
</tr>
<tr>
<td>Invoice 14</td>
<td>7</td>
</tr>
<tr>
<td>Invoice 15</td>
<td>7</td>
</tr>
<tr>
<td>Invoice 16</td>
<td>7</td>
</tr>
<tr>
<td>Invoice 17</td>
<td>7</td>
</tr>
<tr>
<td>Invoice 18</td>
<td>7</td>
</tr>
</tbody>
</table>

**MPO Invoice Review Checklist Total**

| Total Number of Materially Significant Finding Questions that were Correct | 84 |

*Note: There are 7 materially significant questions per MPO Invoice Review Checklist.*

**MPO Supporting Documentation Review Checklist**

List all MPO Supporting Documentation Review Checklists that were completed in the certification period in *Table 4* and attach the checklists and supporting documentation to this risk assessment. Identify the total number of materially significant finding questions that were correct on each MPO Supporting Documentation Review Checklist (i.e. checked yes). The MPO Supporting Documentation Review Checklist identifies questions that are considered materially significant with a red asterisk. Examples of materially significant findings include:

- Submitting an invoice with charges that are not on the Itemized Expenditure Detail Report.
- Submitting an invoice with an expense that is not allowable.
Failing to submit supporting documentation, such as documentation that shows the invoice was paid.
- Submitting travel charges that do not comply with the MPO’s travel policy.

### Table 4. MPO Supporting Documentation Review Checklist Summary

<table>
<thead>
<tr>
<th>MPO Supporting Documentation Review Checklist</th>
<th>Number of Correct Materially Significant Finding Questions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – Invoice 14</td>
<td>21</td>
</tr>
</tbody>
</table>

**MPO Supporting Documentation Review Checklist Total**

| Total Number of Materially Significant Finding Questions that were Correct | 21 |

*Note: There are 24 materially significant questions per MPO Supporting Documentation Review Checklist.*

#### Technical Memorandum 19-02: Car Allowance or Mileage Reimbursements
Was car allowance or mileage recorded appropriately based on the number of business-related miles an employee drives and the cost associated with operating a personal vehicle?

**Please Check:** Yes ☒ No ☐

#### Technical Memorandum 19-04: Incurred Cost and Invoicing Practices
Were incurred costs billed appropriately at the end of the contract period?

**Please Check:** Yes ☐ No ☐ NA

#### Technical Memorandum 19-05Rev: Director’s Timesheets and Expenses
Were the Director’s timesheets and expenses reviewed at least quarterly by the MPO Board, Executive Committee, Board Chair, or Board Treasurer?

**Please Check:** Yes ☒ No ☐
Risk Assessment Score

Please use the Risk Assessment worksheet to calculate the MPO's risk score. Use Table 5 as a guide for selecting the MPO's risk level.

Table 5. Risk Assessment Scoring

<table>
<thead>
<tr>
<th>Score</th>
<th>Risk Level</th>
<th>Frequency of Monitoring</th>
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<td>&lt; 52 percent</td>
<td>High</td>
<td>Quarterly</td>
</tr>
</tbody>
</table>

Risk Assessment Percentage: 100
Level of Risk: LOW
Part 1 Section 2: Long-Range Transportation Plan (LRTP)

1. Did the MPO adopt a new LRTP in the year that this certification is addressing?
   
   Please Check: Yes ☒ No ☐

   If yes, please ensure any correspondence or comments related to the draft or final LRTP and the LRTP checklist used by Central Office and the District are in the MPO Document Portal or attach it to Part 1 Section 9: Attachments. List the titles and dates of attachments uploaded to the MPO Document Portal below.

   Title(s) and Date(s) of Attachment(s) in the MPO Document Portal

   The LRTP was adopted one day after the expiration of the previous LRTP due to the date that the NFTPO Board Meeting fell on.

   North Florida TPO LRTP – 11/15/2019
Part 1 Section 3: Transportation Improvement Program (TIP)

1. Did the MPO update their TIP in the year that this certification is addressing?
   
   Please Check:  Yes ☒  No ☐

   If yes, please ensure any correspondence or comments related to the draft or final TIP and the TIP checklist used by Central Office and the District are in the MPO Document Portal or attach it to Part 1 Section 9: Attachments. List the titles and dates of attachments uploaded to the MPO Document Portal below.

   **Title(s) and Date(s) of Attachment(s) in the MPO Document Portal**

   North Florida TPO TIP – 07/09/2019
Part 1 Section 4: Unified Planning Work Program (UPWP)

1. Did the MPO adopt a new UPWP in the year that this certification is addressing?
   Please Check:  Yes ☐ No ☒

   If yes, please ensure any correspondence or comments related to the draft or final UPWP and the UPWP checklist used by Central Office and the District are in the MPO Document Portal or attach it to Part 1 Section 9: Attachments. List the titles and dates of attachments uploaded to the MPO Document Portal below.

   Title(s) and Date(s) of Attachment(s) in the MPO Document Portal
   NA
Part 1 Section 5: Clean Air Act

The requirements of Sections 174 and 176 (c) and (d) of the Clean Air Act.

The Clean Air Act requirements affecting transportation only applies to areas designated nonattainment and maintenance for the National Ambient Air Quality Standards (NAAQS). Florida currently is attaining all NAAQS. No certification questions are required at this time. In the event the Environmental Protection Agency issues revised NAAQS, this section may require revision.

Title(s) of Attachment(s)

NA
Part 1 Section 6: Technical Memorandum 19-03: Documentation of FHWA PL and Non-PL Funding

Did the MPO program all FHWA Planning Funds (PL and non-PL) into the TIP?

Please Check:  Yes ☑  No ☐
Part 1 Section 7: District Questions

The District may ask up to five questions at their own discretion based on experience interacting with the MPO that were not included in the sections above. Please fill in the question, and the response in the blanks below. This section is optional and may cover any topic area of which the District would like more information.

1. What measures have been put in place to ensure that the Executive Director’s timesheets are reviewed in a timely manner per Tech Memo 19-05?

   The Executive Director's timesheets are reviewed and signed by the Board Chairman.

2. Question

   PLEASE EXPLAIN

3. Question

   PLEASE EXPLAIN

4. Question

   PLEASE EXPLAIN

5. Question

   PLEASE EXPLAIN
Part 1 Section 8: Recommendations and Corrective Actions

Please note that the District shall report the identification of and provide status updates of any corrective action or other issues identified during certification directly to the MPO Board. Once the MPO has resolved the corrective action or issue to the satisfaction of the District, the District shall report the resolution of the corrective action or issue to the MPO Board.

Status of Recommendations and/or Corrective Actions from Prior Certifications

The North Florida TPO has incorporated all required performance measures in their documents and processes, including in the recently adopted LRTP.

Recommendations

PLEASE EXPLAIN

Corrective Actions

NA
Part 1 Section 9: Attachments

Please attach any documents required from the sections above or other certification related documents here or through the MPO Document Portal. Link to MPO Joint Certification Statements and Assurances (year 1) or MPO Joint Certification Statement (year 2).

Title(s) and Date(s) of Attachment(s) in the MPO Document Portal
North Florida TPO

Joint Certification – 2020

May 14, 2020
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Purpose

Each year, the District and the MPO must jointly certify the metropolitan transportation planning process as described in 23 C.F.R. §450.336. The joint certification begins in January. This allows time to incorporate recommended changes into the Draft Unified Planning Work Program (UPWP). The District and the MPO create a joint certification package that includes a summary of noteworthy achievements by the MPO and, if applicable, a list of any recommendations and/or corrective actions.

The certification package and statement must be submitted to Central Office, Office of Policy Planning (OPP) no later than June 1.
Certification Process

Please read and answer each question using the checkboxes to provide a “yes” or “no.” Below each set of checkboxes is a box where an explanation for each answer is to be inserted. The explanation given must be in adequate detail to explain the question.

FDOT’s MPO Joint Certification Statements and Assurances document must accompany the completed Certification report. Please use the electronic form fields to fill out the Statements and Assurances document. Once all the appropriate parties sign the Statements and Assurances, scan it and email it with this completed Certification Document to your District MPO Liaison.

Please note that the District shall report the identification of, and provide status updates of any corrective action or other issues identified during certification directly to the MPO Board. Once the MPO has resolved the corrective action or issue to the satisfaction of the District, the District shall report the resolution of the corrective action or issue to the MPO Board.
Part 2

Part 2 of the Joint Certification is to be completed by the MPO.
Part 2 Section 1: MPO Overview

1. Does the MPO have up-to-date agreements such as the interlocal agreement that creates the MPO, the intergovernmental coordination and review agreement; and any other applicable agreements? Please list all agreements and dates that they need to be readopted.

   Please Check: Yes ☒ No ☐

   All agreements are current.

2. Does the MPO coordinate the planning of projects that cross MPO boundaries with the other MPO(s)?

   Please Check: Yes ☐ No ☒

   No adjoining MPOs. The TPO does coordinate with surrounding counties.

3. How does the MPOs planning process consider the 10 Planning Factors?

   Please Check: Yes ☒ No ☐

   The planning factors are identified in the Unified Planning Work Program (see pages 33-36) and in the 2040 Long Range Transportation Plan (Technical Report 2, page 11). A draft UPWP for FY 2020/21 through 21/22 is under development, it will include a similar table. http://northfloridatpo.com/planning-studies/lrtp) The planning factors are also considered in developing the Goals and Objectives of the 2045 Long Range Transportation Plan.

4. How are the transportation plans and programs of the MPO based on a continuing, comprehensive, and cooperative process?

   Please Check: Yes ☒ No ☐

   The continuing, comprehensive and cooperative process is integral to the MPO/TPO transportation planning process and is embedded in our planning culture.
5. When was the MPOs Congestion Management Process last updated?

Please Check: Yes ☒ No ☐ N/A ☐

The Congestion Management Process was updated in FY 18/19.

6. Has the MPO recently reviewed and/or updated its Public Participation Plan? If so, when?

Please Check: Yes ☐ No ☒

The plan was updated in 2020, approved April 9, 2020.

7. Was the Public Participation Plan made available for public review for at least 45 days before adoption?

Please Check: Yes ☒ No ☐

Yes.

8. Does the MPO utilize one of the methods of procurement identified in 2 C.F.R. 200.320 (a-f)?

Please Check: Yes ☒ No ☐

The TPO utilizes the Jacksonville Transportation Authority’s (JTA) procurement process.

9. Does the MPO maintain sufficient records to detail the history of procurement? These records will include, but are not limited to: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

Note: this documentation is required by 2 C.F.R. 200.324 (a) to be available upon request by the Federal awarding agency, or pass-through entity when deemed necessary.

Please Check: Yes ☒ No ☐

All procurement documents are available for review.
10. Does the MPO have any intergovernmental or inter-agency agreements in place for procurement or use of goods or services?

Please Check: Yes ☑ No ☐

The TPO has an agreement with JTA for procurement and IT services and employee benefits.

11. What methods or systems does the MPO have in place to maintain oversight to ensure that consultants or contractors are performing work in accordance with the terms, conditions and specifications of their contracts or work orders?

Please Check: Yes ☑ No ☐

All work is performed by work task order with specific deliverables. Invoicing is monthly with a monthly progress report required.
Part 2 Section 2: Finances and Invoicing

1. How does the MPO ensure that Federal-aid funds are expended in conformity with applicable Federal and State laws, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by FDOT and the Division Administrator of FHWA?

The Chief Financial Officer reviews and verifies all expenditures and consults with the District Liaison when expenditures are questioned. A Certified Public Accountant (CPA) performs an annual audit reviewing all expenditures.

2. How often does the MPO submit invoices to the District for review and reimbursement?

The TPO invoices monthly.

3. Is the MPO, as a standalone entity, a direct recipient of federal funds and in turn, subject to an annual single audit?

Yes

4. How does the MPO ensure their financial management system complies with the requirements set forth in 2 C.F.R. §200.302?

In an annual audit, by a CPA reviews all TPO transaction to insure compliance.

5. How does the MPO ensure records of costs incurred under the terms of the MPO Agreement maintained and readily available upon request by FDOT at all times during the period of the MPO Agreement, and for five years after final payment is made?

The Chief Financial Officer organizes all current year expenditures for review by the District Liaison. Previous years records are stored in accordance with Schedule GS1-SL, Chapter 119, F.S.
6. Is supporting documentation submitted, when required, by the MPO to FDOT in detail sufficient for proper monitoring?

Yes

7. How does the MPO comply with, and require its consultants and contractors to comply with applicable Federal law pertaining to the use of Federal-aid funds?

As per their General Consulting Services Contract, all consultants are required to comply with all pertinent Federal regulations. Consultant invoices are reviewed for compliance upon receipt and further reviewed in the Annual Audit.
Part 2 Section 3: Title VI and ADA

1. Has the MPO signed an FDOT Title VI/Nondiscrimination Assurance, identified a person responsible for the Title VI/ADA Program, and posted for public view a nondiscrimination policy and complaint filing procedure?

   Please Check: Yes ☑ No □

   Marci Larson, Public Affairs Manager is the Title VI/ADA Program contact. The TPO has a Title VI policy statement, Non Discrimination Plan and Limited English Proficiency Plan all of which are available on the TPO website. New assurances will be signed concurrent with approval of this Certification and included in the UPWP.

2. Do the MPO’s contracts and bids include the appropriate language, as shown in the appendices of the Nondiscrimination Agreement with the State?

   Please Check: Yes ☑ No □

   This is a required procurement document.

3. Does the MPO have a procedure in place for the prompt processing and disposition of Title VI and Title VIII complaints, and does this procedure comply with FDOT’s procedure?

   Please Check: Yes ☑ No □

   The procedure is outlined in the Non-Discrimination Plan.

4. Does the MPO collect demographic data to document nondiscrimination and equity in its plans, programs, services, and activities?

   Please Check: Yes ☑ No □

   This data is available in the Non-Discrimination Plan and on the Public Involvement page of the TPO website. The TPO is currently developing a data tool to assist staff and consultants identify areas of concern.
5. Has the MPO participated in any recent Title VI training, either offered by the State, organized by the MPO, or some other form of training, in the past three years?

Please Check: Yes ☒ No ☐

Denise Bunnewith participated in FHWA Title VI Training in Tallahassee, February 12-13, 2019
Denise Bunnewith and Marci Larson attended the FHWA MPO Title VI Roundtable in Orlando May 17, 2018
Marci Larson completed Public Involvement in Transportation Decision Making, National Transit Institute, October 9-11, 2018, Savannah, GA

6. Does the MPO keep on file for five years all complaints of ADA noncompliance received, and for five years a record of all complaints in summary form?

Please Check: Yes ☒ No ☐

No complaints received
Part 2 Section 4: Disadvantaged Business Enterprises

1. Does the MPO have a FDOT-approved Disadvantaged Business Enterprise (DBE) plan?
   Please Check: Yes ☑ No ☐
   The TPO utilizes the JTA DBE program which is FDOT approved.

2. Does the MPO use the Equal Opportunity Compliance (EOC) system or other FDOT process to ensure that consultants are entering bidders opportunity list information, as well as accurately and regularly entering DBE commitments and payments?  
   Please Check: Yes ☐ No ☑
   As per the JTA DBE program the Bid Opportunity List and DBE Participation Statement are included in all procurement requests.

3. Does the MPO include the DBE policy statement in its contract language for consultants and subconsultants?
   Please Check: Yes ☑ No ☐
   JTA’s Procurement staff provides contract language related to DBE’s for inclusion in TPO contracts.
Part 2 Section 5: Noteworthy Practices & Achievements

One purpose of the certification process is to identify improvements in the metropolitan transportation planning process through recognition and sharing of noteworthy practices. Please provide a list of the MPOs noteworthy practices and achievements below.

In November of 2019 the North Florida TPO adopted Path Forward 2045 the performance based Long Range Transportation Plan for the region. Concurrent with developing the plan the TPO updated the Congestion Management Process, Regional System Safety Plan and Regional Trails Master Plan. The TPO also undertook its first resiliency study. Each of these studies provided performance metrics and/or projects for use developing the LRTP. Ongoing efforts include a Ladders of Opportunity Strategy and Tourism Development Plan.
Part 2 Section 6: MPO Comments

The MPO may use this space to make any additional comments, if they desire. This section is not mandatory, and its use is at the discretion of the MPO.

Hyperlinks provided separately, they do not work in this document.
Agenda Item F.
Staff Presentation on the DRAFT FY 2020/21 – FY 2024/25 Transportation Improvement Program (TIP)

Information Only
MEMORANDUM

TO: Technical Coordinating Committee
   Citizens Advisory Committee

FROM: Wanda Forrest
       Transportation Planning Manager

SUBJECT: Transportation Improvement Program FY 2020/21 – 2024/25

DATE: April 29, 2020

The complete draft of the Transportation Improvement Program (TIP) for FY 2020/21 – 2024/25 is posted on the North Florida TPO website. A formal presentation will also be provided at the May meetings. Approval will be requested in June.

Since the draft TIP project sections were distributed at the April meetings the JTA section has been added as well as the following two projects:

- 4422501 – FEC Bowden Yard Track Capacity Improvements
  Rail Capacity Project

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<tbody>
<tr>
<td>CAP</td>
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<tr>
<td>PE</td>
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- 4260061 – North Florida Clean Fuels Coalition

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<tr>
<td>PL</td>
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Should you have any questions, please contact me at (904) 306-7514 or email at wforrestr@northfloridatpo.com.
Agenda Item H.

Old Business
  - April 9, 2020 North Florida TPO Meeting Report
North Florida TPO Meeting Report

Meeting Agenda
Thursday, April 9, 2020
10 a.m.

Call to Order
Invocation
Pledge of Allegiance
Introductions
Public Comment

Consent Agenda

1. North Florida TPO Minutes of February 13, 2020
These minutes are ready for review and approval.

UNANIMOUSLY APPROVED

Agenda

A. Finance Committee Report
   - January Monthly Financial Statement
   - February Monthly Financial Statement
   Information Only

UNANIMOUSLY APPROVED

B. Resolution Authorizing Alternative Public Involvement Procedures
Resolution authorizing alternative public involvement procedures, due to the global health crisis (COVID-19).

UNANIMOUSLY APPROVED

C. FDOT Requests Amending the FY 2019/20 – FY 2023/24 Transportation Improvement Program
A copy of the request is included in Section C, which includes the following projects:

Clay County
   - 422938-6 – SR 23 from north of SR 16 to north of SR 21 (Blanding Blvd.)
     New Road Construction

Duval County
   - 213323-1 – I-95 (SR 9) @ North I-295 Interchange
     Interchange Ramp (New)
• 437437-2 – SR 115 (Lem Turner Road) Trout River Bridge #720033 Bridge Replacement

• 438084-2 – US 1/US 17/SR 211/CR 211 (Talleyrand Avenue) ITS Surveillance System

Nassau County
  • 445351-1 – SR 15 (US 1) from Ingham Road to Georgia State Line Resurfacing

St. Johns County
  • 445546-1 – SR 207 from I-95 to SR 312 Resurfacing

D. Staff Requests Amending the Unified Planning Work Program (UPWP) for FY 2019/20

A summary of the request is included in Section D.

E. Staff Requests Amending the Unified Planning Work Program (UPWP) for FY 2018/19 – FY 2019/20 (De-obligation of FHWA Funds)

A copy of the request is included in Section E.

F. North Florida TPO Public Participation Plan Approval

The Public Participation Plan has been posted on the North Florida TPO website for 45 days.

G. 2020 List of Priority Projects (LOPP)

The 2020 LOPP identifies potential projects to be funded in the FDOT Tentative Work Program for FY 2020/21 – FY 2024/25. Approval will be requested at the May meeting.

H. Annual Assessments for FY 2020/21

Jeff Sheffield/Denise Bunnewith will discuss the FY 2020/21 Annual Assessments.

I. DRAFT FY 2020/21 Unified Planning Work Program (UPWP)

The draft FY 2020/21 UPWP is located on the TPO website.
J. DRAFT Project Sections for the FY 2020/21 – FY 2024/25 Transportation Improvement Program (TIP)

TIP draft project sections are posted on the TPO website. A complete draft will be provided for the May meeting and approval will be requested at the June meeting.

K. Smart North Florida Update

L. Executive Director’s Report

M. Secretary of Transportation’s Report

N. Authority Reports

O. Old Business

P. New Business

Q. Public Comment

R. Adjourn

Information

- Status Report of FDOT Projects in the North Florida TPO area

The next meeting will be May 14, 2020.

NOTICE
In accordance with Section 286.01105, Florida Statutes, any person wishing to appeal a decision reached at this meeting will need a record of the proceedings. He may need to ensure that a verbatim record of the proceedings be made, which record would include the testimony and evidence upon which the appeal is to be made.

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services (free of charge) should contact Marcia Lascus at 904-306-7313 at least seven days prior to the meeting.