



Citizens Advisory Committee  
Agenda Book

2:00 pm  
Wednesday, May 4, 2022

North Florida TPO Board Room  
980 North Jefferson Street  
Jacksonville, FL 32209



Citizens Advisory Committee  
**Meeting Agenda**  
**Wednesday, May 4, 2022**  
**2 p.m.**

**Call to Order**  
**Pledge of Allegiance**  
**Introductions**  
**Public Comment**

## **Agenda**

**A. April 6, 2022 Minutes**

**ACTION ITEM**

These minutes are ready to review and approve.

**B. FDOT Requests Amending the FY 2021/22 through FY 2025/26  
Transportation Improvement Program (TIP)**

**ACTION ITEM**

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

### **Duval County**

- **431955-2** – SR 212 (US 90) Beach Blvd. at Hodges Blvd.
- **433899-2** – I-95 (SR 9) @ SR 115 (US 1)/ML King/20<sup>th</sup> Street
- **435741-2** – Timucuan Preserve Access St. Johns River Ferry – JTA
- **439468-1** – SR 115 (Southside Blvd.) at Deerwood Park
- **445340-1** – SR 115 from US 1 to SR 202 (Butler Blvd.)
- **445417-1** – SR 5 (US 17) from State Street to Trout River
- **447226-1** – SR 115 (Lem Turner Rd.) from I-95 (SR 9) to SR 111 (Edgewood)
- **449843-1** – SR 115 (Southside Blvd.) at SR 10 (US 90) Atlantic Blvd.

### **Nassau County**

- **447290-1** – SR 5 (US 17) at Pages Dairy Road
- **447364-1** – SR (US 17) from South of William Burgess Blvd. to SR 200

### **St. Johns County**

- **445546-1** – SR 207 from I-95 to SR 312
- **449841-1** – SR A1A from Gate Gas Station to Professional Dr.

**C. Joint Certification of the Metropolitan Transportation Planning Process** **ACTION ITEM**

The annual Self-Certification Report conducted with the FDOT will be provided at the meeting. A draft was presented at the April meeting.

**D. Approval of the FY 2022/23 through FY 2023/24 Unified Planning Work Program (UPWP)** **ACTION ITEM**

The draft FY 2022/23 – FY 2023/24 UPWP was presented in April. A memo is included in Section D identifying the new tasks.

**E. Staff Presentation on the DRAFT FY 2022/23 through FY 2026/27 Transportation Improvement Program (TIP)** Information Only

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

**F. Smart North Florida Update** Information Only

**G. Old Business**

- April 14, 2022 North Florida TPO Meeting Report

**H. New Business**

**I. Public Comment**

**J. Adjournment**

The next meeting will be June 1, 2022.

**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 Marci Larson at 904-306-7513 at least seven days prior to the meeting.

# **Agenda Item A.**

**Minutes of April 6, 2022 Meeting**

***Action Item***



**CITIZENS ADVISORY COMMITTEE**  
**MEETING SUMMARY**

Wednesday, April 6, 2022 - 2 p.m.  
980 North Jefferson Street  
Jacksonville, FL 32209

**MEMBERS PRESENT**

John Stack, **CHAIRMAN**  
Tyrona Clark-Murray – **VICE CHAIRMAN**  
Roy Buncome  
Branch Davis  
Mario Dipola  
David Duckworth  
James Green  
Jim Hill  
Patrick Keogh  
Brian Kraut  
Candice LeCompte  
Thomas Martin  
Lisa McGlynn  
Bernie O'Connor  
Charles Pappas  
Barney Roberts  
Jim Robinson  
Oksana Spears  
Michael Wallwork  
Eugene Yerkes

**MEMBERS ABSENT:**

Austin Chapman  
Walter Kloss

**OTHERS PRESENT:**

Jeremy Norsworthy, JTA  
Lisa Marasco, Fuel Force  
Cheryl Freeman, 321 Strategies  
Karen Taulbee, FDOT  
Mila Vega, JTA  
Laura Minns, WSP  
Nicole Mobley  
Joanne Kazmierski, Global Business Logistix  
Clayton Levins, SNF

**TPO STAFF PRESENT:**

Elizabeth DeJesus, Transportation Programs Manager  
Marci Larson, Public Affairs Manager  
Clark Letter, Dir. of Planning and Analytics  
Milton Locklear, Transportation Planner/Modeling Specialist  
Jennifer Lott, Executive Assistant

**CALL TO ORDER**

Chairman Stack called the meeting to order at 2:01 p.m. and Jim Hill led the Pledge of Allegiance.

- Lisa McGlynn commented that during introductions someone mentioned that they represent WSP. Ms. McGlynn would like to know what WSP stands for.

Laura Minns responded that she is from WSP, JTA's consultant, and will be presenting on Commuter Rail later in the meeting.

**PUBLIC COMMENT**

**► A. APPROVE THE MARCH 2, 2022 MEETING MINUTES**

Chairman Stack asked for approval of the minutes of the March Citizens Advisory Committee meeting.

Chairman Stack informed the group that within the minutes are the answers to the questions that were raised at last month's meeting.

Clark Letter informed the group that TPO staff is requesting that all questions and/or comments be directed to Jennifer Lott, so that they can be distributed to the appropriate TPO staff. This will create one point of contact and should alleviate emails or questions from members to various staff getting lost.

**Jim Robinson moved to approve the March 2, 2022 minutes; Barney Roberts seconded; motion unanimously carried.**

**► B. CAC MEMBERSHIP APPROVAL**

Chairman Stack informed the group that approval is requested for Lisa Marasco, representing Duval County At-large, to become a member of the CAC.

Lisa Marasco thanked the group for approving her membership.

Chairman Stack also informed the group that Chip Dobson and Brian Kraut have been appointed to the CAC representing Clay County At-large.

Bernie O'Connor moved to approve CAC membership for Lisa Marasco; Branch Davis seconded; motion unanimously carried.

► **C. FDOT REQUESTS AMENDING THE FY 2021/22 THROUGH FY 2025/26 TRANSPORTATION IMPROVEMENT PROGRAM (TIP)**

Karen Taulbee presented the amendment to the Transportation Improvement Program (TIP) for FY 2021/22 through FY 2025/26.

**Duval County**

- ~~209543-5~~ — SR 212 (US 90) Beach Blvd. at Eunice Road (**Amended into TIP 11/21**)
- ~~434044-1~~ — SR 109A (Cesery) at Arlington River Bridge No. 720264 (**Amended into TIP 11/21**)
- ~~447525-1~~ — SR (US 1) from SR 152 (Baymeadows Road) to CR 116 (Sunbeam Road) (**Amended into TIP 11/21**)
- **209137-6** – SR 5 (US 17) North from Trout River to North of SR 104
- **209443-2** – SR 228 (Post St.) from Cassat Avenue to Old Roosevelt
- **209697-4** – SR 13 (Hendricks Ave.) at San Marco Blvd.
- **432259-2** – I-95 (SR 9) from South of SR 202 (JT Butler) to Atlantic Blvd.

**St. Johns County**

- **210230-2** – SR 313 from SR 207 to SR 16
- **210269-4** – SR 5 (US 1) from Moultrie Creek Bridge to North of SR 207

Ms. Taulbee asked for questions.

- Lisa McGlynn asked if SR 313 from SR 207 to SR 16 will be changed to SR 312.

Ms. Taulbee responded the name change will be reflected in the Work Program once it goes through the road classification system process.

- Lisa McGlynn asked when the road classification system process will be complete.

Ms. Taulbee responded that she does not have an answer at this time.

- Lisa McGlynn asked if SR 207 to SR 16 includes the piece that goes from SR 312 to Holmes Road.

Ms. Taulbee responded SR 312 to Holmes Road is the interim project. This piece is for design, including the interim project, and then it goes all the way to SR 16.

- Tyrone Clark-Murray wanted to know what is SR 104 within the SR 5 (US 17) North from Trout River to North of SR 104 project.

Ms. Taulbee responded that SR 104 is Dunn Avenue.

- Tyrona Clark-Murray wanted to know what phase is SR 104 in at this time.

Ms. Taulbee responded that SR 104 is in the design phase at this time.

- Tyrona Clark-Murray wanted to know what SR 228 entails.

Ms. Taulbee responded this is a resurfacing project.

- Tyrona Clark-Murray wanted to know why SR 13 is being advanced to the current year.

Ms. Taulbee responded that some funding programmed in 2023 and some funding in current year 2022 is being supplemented with American Rescue Plan Act (ARPA) funding. Those projects that received ARPA funding allowed for funding to be freed up, which allowed us to advance those projects into the current year for the design phase.

- Jim Green wanted to know about the Main Street US 17 project.

Ms. Taulbee responded that she will get with him after the meeting.

**Thomas Martin moved to approve the FDOT's request to amend the FY 2021/22 through FY 2025/26 Transportation Improvement Program (TIP); Mario Dipola seconded; motion unanimously carried.**

#### **► D. CAC BYLAWS UPDATE**

Clark Letter presented the latest proposed revisions to the CAC bylaws.

Mr. Letter asked for questions.

- Jim Hill commented that the CAC does not have designated alternates. The statement ***“a quorum shall consist of the majority of those members entitled to vote”***, if we refer it to the first sentence, ***“the CAC membership present shall constitute a quorum”*** is basically the same thing we currently have.

Mr. Letter responded that what we currently have is as follows:

***“The CAC membership present shall constitute a quorum”***. We are changing it to ***“of all active members there must be a majority”***. Of any seats that are filled, we must have a majority of those seats present to constitute a quorum.

- Branch Davis commented that over the years the membership has been lacking to establish a quorum. That is why we inserted the language, ***“the CAC members present shall constitute a quorum”***. Right now, we are doing great,



but times can change. Mr. Davis thinks we are opening ourselves up for trouble, as membership and attendance fluctuates.

- Mario Dipola wanted to know how many CAC members we have.

Ms. Larson responded there are 30 members if all the seats are filled. Currently, we have 23 members.

- Charles Pappas commented that he brought the issue up about a quorum so that the CAC could be brought into compliance with Florida law.
- Jim Hill commented that the CAC does not have designated alternates.

Ms. Larson responded that the language pertaining to alternates will be deleted.

- Mario Dipola wanted to know if the CAC could have designated alternates.

Ms. Larson responded that we have a major challenge getting people to sit around the table. The CAC has never had alternates. That is why attendance is so important. Trying to get alternates would be a monumental undertaking.

- Mario Dipola wanted to know if the members would be responsible to ensure that if they could not attend their alternate would be present.

Ms. Larson responded that it could be the member's responsibility to ensure their alternate attends. However, the alternates would have to go through the same application process as the members.

**Thomas Martin moved to disregard the proposed changes to Article 6, Section 4, of the bylaws and leave it as is; Branch Davis seconded; motion unanimously carried.**

- Mario Dipola wanted to know if this motion was to delete the language regarding designated alternates.

Branch Davis commented that the motion is to leave the first sentence in the bylaws, ***“the CAC membership present shall constitute a quorum”, and delete the proposed language.***

- Mario Dipola commented that he does not think we can do that.
- Charles Pappas commented that we will not be in compliance with Florida law. Mr. Pappas commented that the point of saying that committee members must be present to cast a vote is technically not necessary. This is required by Florida law unless otherwise directed by the Florida Governor. We could take out the whole sentence and just leave the language that describes what a quorum is.

- Chairman Stack asked Thomas Martin if he is okay with the suggestions.

Thomas Martin commented that he is not sure how it will read.

- Mario Dipola commented that Charles Pappas is proposing to amend Article 6, Section 4, to read as follows:

***A quorum shall consist of the majority of those members entitled to vote. (Committee vacant seats will not be counted as eligible votes until filled).***

- Branch Davis wanted to know “***if a quorum consists of the majority of those members entitled to vote***” and if no one comes to the meeting what happens then.

Charles Pappas responded that it could happen. In the event there are no voting members present, the meeting will not be held. The point is to make sure that there is an active quorum to get things done.

- Mario Dipola commented that no special meetings will be held. For example, three people show up and a resolution is passed because a quorum is met.
- Thomas Martin asked for clarification on what we are voting on.

Charles Pappas responded that we are voting that we strike out the first sentence. The language will read as follows:

***A quorum shall consist of the majority of those members entitled to vote. (Committee vacant seats will not be counted as eligible votes until filled).***

**Charles Pappas moved to amend Article 6, Section 4 of the bylaws to read, “A quorum shall consist of the majority of those members entitled to vote. (Committee vacant seats will not be counted as eligible votes until filled)”;**  
**Branch Davis seconded; motion unanimously carried.**

- Charles Pappas commented that if you cannot make a meeting let the TPO staff know as soon as possible.

#### **E. DRAFT JOINT CERTIFICATION OF THE METROPOLITAN TRANSPORTATION PLANNING PROCESS**

Clark Letter presented the annual draft Joint Certification of the Metropolitan Transportation Planning Process that is conducted with FDOT. Approval will be requested at the May meeting.

Mr. Letter asked for questions.

- Chairman Stack commented that on pg. 13 the box is checked “no”. Chairman Stack wanted to know why there is no comment included.

Mr. Letter responded that this is a template provided by FDOT. If there is not a box provided, no comment is needed.

- Thomas Martin wanted to know on pg. 12 what do the items highlighted in yellow mean.

Mr. Letter responded this a clerical error and will be rectified for the final version.

- Lisa McGlynn wanted to know if this is FDOT’s Public Participation Plan.

Mr. Letter responded that it is the TPO’s Public Participation Plan.

Ms. Larson responded that every MPO must have a public participation plan, per FHWA requirements. The TPO’s plan is updated so that it coincides with our federal certification. We will be making some changes to the plan to remove all language regarding the Transportation Disadvantaged Committee, as we no longer have that function along with some minor changes. When that happens, it will go out for public comment of a 45-day review. We follow a very clearly defined process. The plan is located on the TPO website.

**F. DRAFT PROJECT SECTIONS FOR THE FY 2022/23 THROUGH FY 2026/27 TRANSPORTATION IMPROVEMENT PROGRAM (TIP)**

Elizabeth De Jesus presented the FY 2022/23 through FY 2026/27 draft project sections for the Transportation Improvement Program (TIP). Approval of the complete draft will be requested at the June meeting.

Ms. De Jesus asked for questions.

- Chairman Stack asked if this is an invitation for us to attend the TIP presentation meetings.

Ms. De Jesus responded that anyone can attend any of the 20 scheduled meetings.

- David Duckworth wanted to know how he can see feedback from questions/concerns from the public.

Ms. De Jesus responded there will be a virtual public meeting. If citizens have questions/concerns, they will be addressed via email.

- Lisa McGlynn commented that no one from the public attends the TIP presentation meeting in her county. This is not an effective way to receive public

comment. It has helped when the TPO presented to the St. Johns County Civic Roundtable.

- Chairman Stack suggested that we put the TIP as an agenda item and people can check with their respective parties that they represent and suggest ways to improve communication.
- Mario Dipola commented that we could use a virtual whiteboard where people can leave comments, and it could be promoted through Facebook ads.
- Lisa McGlynn commented that St. Johns County is focused on transportation because there is a sales tax referendum coming up.
- Michael Wallwork commented that door knocking seems to be the most effective way of communication to the public. In addition, notices can be put in with the resident's utility bills.

**G. DRAFT FY 2022/23 THROUGH FY 2023/24 UNIFIED PLANNING WORK PROGRAM (UPWP)**

Clark Letter presented the draft FY 2022/23 through FY 2023/24 Unified Planning Work Program (UPWP).

Mr. Letter asked for questions.

- John Stack wanted to know about the charges for consultants listed in the exhibit. For 2023, there is \$1,050,000 and 2024 \$50,000, consultant for special projects charges, and in FY 2023 \$1,818,130 and \$225,000.

Mr. Letter responded that the TPO receives \$1 million to aid in the development of the LRTP. All the money was budgeted in FY 2023. We will probably not use all the funds in 2023, and it will be reallocated to next year to continue the work on the LRTP.

- Mario Dipola requested a list of all the requested studies vs. the studies selected.
- Jim Hill wanted to know if the TPO Board is adopting the UPWP on May 12.

Mr. Letter responded that this item will be on the May 12 TPO Board agenda for approval and adoption.

- James Green wanted to know if he is correct that responses to questions will not be seen until after the Board approves it.

Mr. Letter responded that the updates will be posted before next month's meeting.

- James Green wanted to know if the CAC will see the responses to questions prior to our taking action next month.

Mr. Letter responded that is correct.

- James Green wanted to know if the document could be formatted in such a way that we could tell the latest edits.

Mr. Letter responded that the summary table should be sufficient to show the changes from one version to the next.

## **H. COMMUTER RAIL PRESENTATION**

Laura Minns of WSP gave a brief update on JTA's Commuter Rail project.

Ms. Minns asked for questions.

- Mario Dipola wanted to know the limits of the commuter rail project.

Ms. Minns responded that JTA is looking at station areas along the FEC corridor. They are King Street in St. Augustine, Race Track Road, Avenues Walk, JRTC and intersections at San Sabastian View, San Carlos, Old St. Augustine Road, Baymeadows Road, JTB, Walmart in University Blvd. area, and Jackson Square in San Marco.

We are currently working on a website that will have all the maps and materials.

- Mario Dipola wanted to know if this is along US 1.

Ms. Minns responded that it is roughly along US 1 and about a half mile around the existing rail corridor.

- Thomas Martin wanted to know if it is being considered to take the commuter rail to St. Augustine and further down to Daytona Beach.

Ms. Minns responded that is not being considered at this time.

- Thomas Martin said that is a long haul and the goal is to get people off I-95. If they have to get on in Daytona Beach to come up to Jacksonville you will not get the ridership. You should look on the west side to Palatoka and further down, and on the north side up into Georgia. There is nothing in the LRTP or TIP on this project.
- Chairman Stack commented that it would be interesting to see any information on progressing commuter rail into Nassau County.

- Laura Minns commented that this is a planning study. The purpose of the study is to look at the particular stations that have been identified in previous studies. We are looking at those areas in particular that would support transit-oriented development, specifically St. Johns – St. Augustine and Duval County in Jacksonville.
- Michael Wallwork commented that the commuter rail stations in Australia were one mile apart. Light rail ran down the middle of a four-lane road, and the stations were a third of a mile apart. A light rail route will carry three times as many people as the capacity of the route. Most people take the trip in steps and do not ride the route all the way to the end. Huge spaces between the stations deters people from using commuter rail.

Laura Minns responded that we are looking at rezoning and many other options that would help support the ridership needed. These are not the final decisions on station locations.

- Roy Buncome asked if there is a visual aid or conceptual plan that shows the areas that will be served.

Ms. Minns responded that WSP is currently working on getting approval from JTA for the visuals. We are just starting the process to engage public officials, various organizations and members of the public. The first workshop will be held sometime this spring.

- Jim Hill wanted to know how this study differs from the previous commuter rail studies.

Ms. Minns responded this is a land use planning study. It is looking at areas within the corridor that would support transit-oriented design and what changes should be made to encourage and increase transit ridership.

- Charles Pappas commented that in St. Augustine we are in the process of creating a high-density zone for that possible stop.
- Mario Dipola wanted to know if this study is for JTA.

Ms. Minns responded that this study is being done by JTA with FTA funds.

## **I. SMART NORTH FLORIDA UPDATE**

Clayton Levins gave the following brief update.

- Resiliency – We have formed a partnership with the City of Neptune Beach to create a resiliency lab dedicated to deploying solutions for their infrastructure to plan for severe stormwater resiliency, weather resiliency, etc.

StormSensor is doing the first deployment. They will deploy sensors around stormwater drainage networks to provide a data map that aggregates stormwater flow, rainwater throughout the year, and tidal sensors that are integrating into the infrastructure environment.

In addition, we are applying for the \$1 million National Science Foundation Civic Innovation grant for continued infrastructure deployment in the area.

- Transit – Deployment of RoadBotics, which provides pavement management analytics, has expanded into more communities. We are also looking at technology relative to autonomous vehicle safety.

We in partnership with FDOT and TPO to deploy ITS solutions at various intersections throughout the region.

- SNF is in talks with Archer First Response for a pilot to deploy drones at fire stations, in partnership with hospitals, for remote areas to carry a defibrillator to a cardiac event within a two to five minute window.
- Infrastructure – In partnership with FDOT and the TPO, TrainFo began a pilot using acoustic sensors for train detection to assist emergency response vehicles for train diversion.
- Revo has a smart tire solution that puts a sensor in a pocket within a tire. These sensors will collect a wide arrange of data. They are currently in talks with several fleet management companies within our region.
- SNF has formed a partnership with UNF students enrolled in the Masters of Data Science program to work on Urban SDK's platform.
- SNF is also working with the Hunger Network, a non-profit out of UNF, who work with the food banks in Duval County to understand where the food desserts are located, how are they impacted through food distribution, etc.

Mr. Levins asked for questions.

- Chairman Stack wanted to know the best way for members to contact Mr. Levins.

Mr. Levins responded that his business card is out front and via email is the best way to reach him.

- James Robinson wanted to know about measurement of metrics.

Mr. Levins responded that economic competitiveness is about start-up retention. Are the businesses that are coming into our area continuing to do business here? It is more qualitative than quantitative. For example, we are working with the

Northeast Florida Regional Council on their Quality of Life Index to define/refine their matrix.

- Mario Dipola asked if there are ways that the community can get involved with SNF and what you are doing.

Mr. Levins responded that community involvement is determined by problems they are trying to solve and what technologies SNF can suggest to solve those problems.

## **J. OLD BUSINESS**

### **March 2, 2022 CAC Meeting – Response Needed from Staff/FDOT**

- Tyrone Clark-Murray asked that the limits of the SR 111 (Edgewood Avenue) project be corrected to read US 17 Roosevelt Blvd. to Cassat Avenue.

***The project limits have been corrected.***

- Tyrone Clark-Murray asked for more detail on JaxPort's priority projects.

***Broad requests for detailed information may not be accommodated in a timely manner. The TPO suggests requesting additional information regarding a specific project priority.***

- Michael Wallwork commented that he wonders how much of our comments, concerns, suggestions, etc., are conveyed to the TPO Board members.

Mr. Wallwork also commented that roadway crashes in Duval County increased 17 percent last year with the number of vehicular fatalities at 128. We are improving roadways, but roadway safety falls to the wayside. He does not see many pedestrian safety improvements on these road projects.

Chairman Stack commented that those concerns would be best conveyed at the TPO Board level.

- Mario Dipola commented that FDOT is developing a project tracking site called PSSE. It will show safety recommendations for a specific project that will be tracked separately. Mr. Dipola suggests contacting FDOT and having someone present on PSSE. He also wrote an article on the trend in fatal crashes and offered to give a presentation.
- Charles Pappas commented that until we start thinking about giving equal access to all modes of transportation, we will continue to have the current problem with traffic congestion.



**K. NEW BUSINESS**

**April 6, 2022 CAC Meeting – Response Needed from Staff/FDOT**

- Mario Dipola requested a list of all the requested studies vs. the studies selected.

***Emailed to CAC members April 13, 2022.***

- Tyrone Clark-Murray proposed that we have a brief presentation on Roberts Rules of Order, such as being recognized by the Chair to speak, not to make comments while someone else has the floor, etc.

***Ms. Larson responded that she will look into it and report back.***

- Michael Wallwork commented that he proposed a design for the Black Creek Trail to connect and expand the current NAS trail system.

**L. PUBLIC COMMENT**

**M. ADJOURNMENT**

There being no further business, the meeting was adjourned at 3:38 p.m. The next CAC meeting will be May 4, 2022.

# **Agenda Item B.**

**FDOT Requests Amending the FY 2021/22  
through FY 2025/26 Transportation Improvement  
Program (TIP)**

***Action Item***



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

2198 Edison Avenue  
Jacksonville, FL 32204

KEVIN J. THIBAUT, P.E.  
SECRETARY

April 22, 2022

Elizabeth DeJesus  
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 2021/22 - 2025/26

Dear Elizabeth:

The Florida Department of Transportation (FDOT) requests an amendment to the Transportation Improvement Program (TIP) for FY 2021/22 - 2025/26. Please add the following TIP Amendment requests for action by the TPO Board at their May meeting.

**DUVAL COUNTY**

**431955-2 SR212 (US90) BEACH BLVD AT HODGES BLVD**

<u>Phase</u>	<u>Fund</u>	<u>FY 2023</u>
CST	ARPA	928,651
CST	DIH	14,465
CST	DDR	10,849
CST	DS	36,163
Total:		\$ 990,128

**433899-2 I-95 (SR9) @ SR115 (US1)/ ML KING/ 20<sup>TH</sup> STREET**

<u>Phase</u>	<u>Fund</u>	<u>FY 2023</u>	<u>FY 2024</u>
CST	ACFP	52,365,855	696,971
Total:		\$ 53,062,826	

**435741-2 TIMUCUAN PRESERVE ACCESS ST. JOHNS RIVER FERRY- JTA**

<u>Phase</u>	<u>Fund</u>	<u>FY 2022</u>
GRANTS & MISC	PLH	1,799,250
Total:		\$ 1,799,250

**439468-1 SR 115 (SOUTHSIDE BLVD) AT DEERWOOD PARK**

<u>Phase</u>	<u>Fund</u>	<u>FY 2023</u>
CST	DS	1,392,454
CST	SU	11,828,048
CST	SA	171,237
Total:		\$ 13,391,739

**445340-1 SR115 FROM US1 TO SR202 (BUTLER BLVD)**

<u>Phase</u>	<u>Fund</u>	<u>FY 2023</u>
CST	ACNR	6,899,317
CST	DDR	2,222,835
CST	DS	6,903,209
CST	LF	51,408
CST	DIH	63,923
CST	SA	826,517
CST	DDR	1,024,921
Total:		\$ 17,992,139

**445417-1 SR5(US17) FROM STATE STREET TO TROUT RIVER**

<u>Phase</u>	<u>Fund</u>	<u>FY 2023</u>
CST	ACNR	5,135,000
CST	DDR	5,618,945
CST	DS	3,541,167
CST	LF	1,232,400
CST	DIH	111,480
CST	SA	668,515
Total:		\$ 16,307,507

**447226-1 SR115(LEM TURNER RD) FROM 1-95 (SR9) TO SR111 (EDGEWOOD)**

<u>Phase</u>	<u>Fund</u>	<u>FY 2023</u>
CST	ARPA	1,189,927
CST	DIH	20,605
CST	ACSA	51,512
Total:		\$ 1,262,044

**449843-1 SR115 (SOUTHSIDE BLVD) AT SR10 (US90) ATLANTIC BLVD**

<u>Phase</u>	<u>Fund</u>	<u>FY 2023</u>
PE	ACSS	25,000
Total:		\$ 25,000

**NASSAU**

**447290-1 SR5 (US17) AT PAGES DAIRY ROAD**

<u>Phase</u>	<u>Fund</u>	<u>FY 2023</u>
CST	ACSS	881,238
Total:		\$ 881,238

**447364-1 SR(US17) FROM S OF WILLIAM BURGESS BLVD TO SR200**

<u>Phase</u>	<u>Fund</u>	<u>FY 2023</u>	<u>FY 2024</u>
ROW	DIH	25,000	13,500
ROW	SU	100,000	444,427
ROW	SU	120,000	26,004
Total:		\$ 728,931	

**ST. JOHNS**

**445546-1 SR207 FROM I-95 TO SR312**

<u>Phase</u>	<u>Fund</u>	<u>FY 2023</u>
CST	DDR	6,825,512
CST	DS	445,081
CST	SA	2,749,140
CST	DIH	65,877
Total:		\$ 10,085,610

**449841-1 SRA1A FROM GATE GAS STATION TO PROFESSIONAL DR**

<u>Phase</u>	<u>Fund</u>	<u>FY 2023</u>
PE	SA	34,266
PE	LF	300,000
PE	SU	400,000
Total:		\$ 734,266

Please let me know if you need any additional information.

Sincerely,

*Mari Schwabacher*

Mari Schwabacher  
MTPO Liaison

# **Agenda Item D.**

**Approval of the FY 2022/23 through FY 2023/24  
Unified Planning Work Program (UPWP)**

***Action Item***



## MEMORANDUM

To: North Florida Board and Committees  
From: Clark Letter, Director of Planning and Analytics  
Date: May 4, 2022  
Subject: **Approval of the UNITED PLANNING WORK PROGRAM (UPWP) FOR FISCAL YEAR 2022/23 THROUGH 2023/24**

### **REQUIRED ACTION: APPROVAL BY RESOLUTION (2022-2)**

In April, I presented the draft Unified Planning Work Program (UPWP) of Fiscal Years (FY) 22/23 through 23/24 to you for review. Since that time adjustments were made to the available PL funds in the Consolidated Planning Grant (CPG) contract between the North Florida TPO and the Florida Department of Transportation. This additional \$299,094 is reflected in the updated UPWP between FY2022/23 and 2023/24. This allowed the permitted funding levels for some work tasks to be increased slightly and the addition of the following work task:

- Task 5.14 - Strategic Safety Plan Update

Concurrent with adoption of the UPWP is the Metropolitan Planning Agreement with the Florida Department of Transportation. A copy of the agreement and resolution are provided.



**RESOLUTION 2022-2  
ADOPTING THE UNIFIED PLANNING WORK PROGRAM FOR  
FISCAL YEARS 2022/23 THROUGH 2023/24**

**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 2022/23 through 2023/24;

**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 2022/23 through 2023/24.

Adopted by the North Florida Transportation Planning Organization in regular meeting assembled in the City of Jacksonville the 12th day of May 2022.

**ATTEST:**

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**The Honorable Wayne Bolla, Chairman**

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**Jeff Sheffield, Executive Director**



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**METROPOLITAN PLANNING ORGANIZATION AGREEMENT**

Financial Project No.: <u>439319-4-14-01</u> <u>439319-4-14-02</u> <u>439319-4-14-</u> <u>03</u> <hr/> (item-segment-phase-sequence) <hr/> Contract No.: <hr/> CFDA Number & Title: <u>20.205 FHWA Highway Planning and Construction</u>	Fund: <u>PL 21MP SU</u> <u>CMAQ</u> <hr/> Function: <u>215</u> <hr/> Federal Award Identification No. (FAIN): 0050-060- M <hr/> MPO SAM No.: <u>J8MJW3KNYQS7</u>	FLAIR Approp.: <u>088854</u> <hr/> FLAIR Obj.: <u>780000</u> <hr/> Org. Code: <u>55022010230</u> <hr/> Vendor No.: <u>F542136510003</u>
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THIS METROPOLITAN PLANNING ORGANIZATION AGREEMENT (Agreement) is made and entered into on this 1st day of July 2022, 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, FL 32025 and the North Florida Transportation Planning Organization (MPO), whose address is 980 North Jefferson Street, Jacksonville, FL 32209, and whose System for Award Management (SAM) Number is: J8MJW3KNYQS7 (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 clearly identify the responsibilities for cooperatively carrying out the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) components of the Metropolitan Planning Process and accomplish the transportation planning requirements of state and federal law.
2. **Purpose of the Agreement:** The purpose of this Agreement is to pass 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. **Consolidated Planning Grant (CPG):** The Department is electing to participate in the Consolidated Planning Grant (CPG) program starting with the State fiscal year (FY) 22/23 – 23/24 two-year UPWP cycle. The Department is selecting FHWA to serve as the CPG lead grant agency in accordance with FTA Circular 8100.D. Under the CPG, the FTA and FHWA annually deliver lump sum appropriations to the Department to allocate to MPOs for the metropolitan planning activities. The federal funds are delivered to the Department in the form of FTA 5305(d) and FHWA planning (PL). The Department will utilize the CPG to combine the FTA 5305(d) and FHWA PL MPO allocations into a single grant that is administered by FHWA. The Department calculates annual MPO funding allocations using the approved FTA 5305(d) and FHWA allocation formulas.
4. **Scope of Work:** The UPWP, Exhibit "A", constitutes the Scope of Work for this Agreement.
5. **Project Cost:** The total budgetary ceiling for the Project is \$7,730,914. 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 9, 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**METROPOLITAN PLANNING ORGANIZATION AGREEMENT**

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:

FINANCIAL PROJECT NO.	AMOUNT
<u>439319-4-14-01</u>	<u>5,250,820</u>
<u>439319-4-14-02</u>	<u>2,108,959</u>
<u>439319-4-14-03</u>	<u>371,135</u>
	<u>(Includes Deobligation)</u>

6. **Non-federal Share:** PL & Surface Transportation Block Grant (STBG) Funds (FHWA Section 112): The Department uses the U.S. Department of Transportation sliding scale federal/non-federal match ratio for metropolitan planning funds. This ratio is 81.93 percent federal and 18.07 percent non-federal. It is the policy of the Department to fulfill the non-federal share or "soft match" with toll credits as authorized by Title 23 U.S.C. § 120 conditional on funding availability. The MPO must identify and describe the soft match in its 2-year UPWP introduction and show the total amount of toll credits used to match the FHWA funds in the UPWP Summary Budget Tables.
  
7. **Term of Agreement:** This Agreement shall have a term of two (2) years. This Agreement shall begin on the later of July 1, 2022 or the date the Agreement is fully executed, whichever is later, and expire on June 30, 2024. If the Agreement is fully executed after July 1, 2022, then the term of the Agreement shall be less than two (2) years and the Agreement shall expire on June 30, 2024. 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.
  
8. **Renewals and Extensions:** This Agreement shall not be renewed or extended.
  
9. **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. **Amendments and Modifications to the UPWP:** Revisions to the UPWP require an Amendment or Modification. Revisions may be budgetary and/or programmatic; and may be major or minor in scale. Minor UPWP revisions are processed by the MPO as a Modification, whereas more significant or major UPWP revisions are processed by the MPO as an Amendment. A significant change is defined as a change to the UPWP that alters the original intent of the Project or the intended Project outcome. MPO's shall process UPWP Modifications or Amendments as needed.

The following section further clarifies the actions necessitating UPWP Amendments and Modifications, which are thereby defined as significant changes.

**i. Amendments to the UPWP**

UPWP Amendments are required for the following actions per 2 CFR 200.308 and 49 CFR 18.30:

- a. Any revision resulting in the need to increase the UPWP budget ceiling by adding new funding or reducing overall approved funding;
- b. Adding new or deleting tasks/subtasks;
- c. Change in the scope or objective of the program/task even if there is no associated budget revision (this also applies to when a task scope changes);
- d. A transfer between tasks/sub-tasks that exceeds a combined amount equal or greater than \$100,000 OR 10% of the total budget, whichever is more restrictive;
- e. Reducing the budget of a task/sub-task more than 50 percent, or to the point a task/sub-task could not be accomplished as it was originally approved;
- f. Change in key person\*;
- g. Extending the period of performance past the approved work program period (i.e., no-cost time extension);
- h. Sub awarding, transferring, or contracting out any of the activities in the UPWP;
- i. The disengagement from a project for more than 3 months, or a 25 percent reduction in time devoted to the project by the approved project director or principal investigator,
- j. The inclusion of costs that require prior approval (e.g. capital and equipment purchases \$5,000 and above per unit cost).

**ii. Modifications to the UPWP**

UPWP changes that do not fall into the above categories may be processed as a Modification.

\* A key person is specified in the application or federal award. For the UPWP, the key person is the MPO's staff director.

- iii. If the MPO makes a modification to the UPWP budget, then the MPO shall immediately send any such modifications to the Department. 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 regarding 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.

**10. 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 15 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 documentation.
  - iv. Effective control over, and accountability for, all funds, property, and other assets.
  - v. Comparison of expenditures with budget amounts for each Federal award.
  - vi. Written procedures to implement the requirements of §200.305 Payment.
  - vii. Written procedures for determining the allowability of costs in accordance with Subpart E—Cost Principles of this part and the terms and conditions of the Federal award.

**11. 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. Regarding eligible costs, whichever requirement is stricter 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 15 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. See Exhibit "D" for Contract Payment Requirements.
- 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 ineligibility. 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 15 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. Offsetting 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 16 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.

## 12. 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.

## 13. 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](mailto: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](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 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:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**METROPOLITAN PLANNING ORGANIZATION AGREEMENT**

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

- 14. 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 16 of this Agreement shall not delay or stop the Parties' rights to terminate the Agreement.

- 15. 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.

- 16. 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 11.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 TPO - 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.

**17. 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.

**18. 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 to 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 of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than 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.

**19. 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.

**20. Miscellaneous Provisions:**

**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 and 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.

**21. 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

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**D. Exhibit "D", Contract Payment Requirements**

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

MPO

Florida Department of Transportation

North Florida Transportation Planning Organization  
MPO Name

\_\_\_\_\_  
Signatory (Printed or Typed)

\_\_\_\_\_  
Department of Transportation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Legal Review  
MPO

\_\_\_\_\_  
Legal Review  
Department of Transportation  
Angela Hensel

**EXHIBIT “B”**

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

**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:** \$7,730,914

**Awarding Agency:** Florida Department of Transportation

**Indirect Cost Rate:** na

**\*\*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](http://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 21<sup>st</sup> Century, P.L. 112-141  
[www.dot.gov/map21](http://www.dot.gov/map21)

Federal Highway Administration – Florida Division  
[www.fhwa.dot.gov/fldiv](http://www.fhwa.dot.gov/fldiv)

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
[www.fsrs.gov](http://www.fsrs.gov)

**Exhibit "C"**  
**TITLE VI ASSURANCES**

During the performance of this Agreement, the MPO, 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

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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).

**Exhibit “D”**  
**CONTRACT PAYMENT REQUIREMENTS**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
**Cost Reimbursement Contracts**

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

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

**Salaries:** Timesheets that support the hours worked on the Project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

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

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

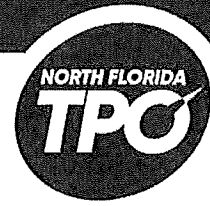
The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.



# **Agenda Item E.**

**Staff Presentation on the DRAFT FY 2022/23  
through FY 2026/27 Transportation Improvement  
Program (TIP)**

***Information Only***



**MEMORANDUM**

TO: Technical Advisory Committee  
Citizens Advisory Committee

FROM: Elizabeth De Jesus  
Transportation Programs Manager

SUBJECT: Transportation Improvement Program FY 2022/23 – 2026/27

DATE: April 21, 2022

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The complete draft of the Transportation Improvement Program (TIP) for FY 2022/23 – 2026/27 has been posted on the North Florida TPO website. A formal presentation will be provided at the May meeting. Approval will be requested in June.

The draft TIP project sections were distributed at the April meetings.

After reviewing the draft TIP with the FDOT Tentative Work Program, we identified projects that needed to be deleted from the TIP. The attached table identifies those deleted projects.

Should you have any questions, please contact me at (904) 306-7505 or email at [edejesus@northfloridatpo.com](mailto:edejesus@northfloridatpo.com).

### Deleted TIP Projects

<b>Project number</b>	<b>Project Name</b>	<b>County</b>	<b>Project Status</b>
4299311	SR A1A from Palmetto Ave to Sand Castle Lane	St Johns	Deferred to FY 2029
4260781	SR 13 @ Acosta Bridge & Connector Bridge No 720570 to Bridge No 420584	Duval	Deferred to FY2029
4324011	University Blvd (SR 109) From Los Santos Way to Merrill Rd	Duval	Dropped; will be JPA delivery
4359521	Cesery Blvd (SR 109)	Duval	Deferred outside the Tentative Five Years
4380821	Zoo Parkway (SR 105) From I-95 to Main St ITS Deployment	Duval	Moved to current year '22
4432981	SR A1A @ Timucuan Trail Crossing & Sawpit Creek Boat Ramp	Duval	Deferred outside the Tentative Five Year
4455761	Dunn Ave (SR 104) From N Campus BLVD to Monaco Dr.	Duval	Moved to current year '22

# **Agenda Item G.**

## **Old Business**

- **April 14, 2022 North Florida TPO Meeting Report**

# North Florida TPO Meeting Report



## Meeting Agenda

Thursday, April 14, 2022

10 a.m.

Call to Order

Invocation

Pledge of Allegiance

Introductions

Public Comment

### Consent Agenda

**1. North Florida TPO Minutes of March 10, 2022**

**UNANIMOUSLY  
APPROVED**

These minutes are ready for review and approval.

**2. CAC Membership Approval Requested**

**UNANIMOUSLY  
APPROVED**

- Approval is requested for Lisa Marasco representing Duval County At-large. Her application is included in Section 2.

### TPO Agenda

**A. Finance Committee Report**

Information  
Only

- February Monthly Financial Statement

**B. FDOT Requests Amending the FY 2021/22 through FY 2025/26  
Transportation Improvement Program (TIP)**

**APPROVED  
TAC and CAC  
Approved**

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

#### Duval County

- **209543-5** – SR 212 (US 90) Beach Blvd. at Eunice Road
- **434044-1** – SR 109A (Cesery) at Arlington River Bridge No. 720264
- **447525-1** – SR (US 1) from SR 152 (Baymeadows Road) to CR 116 (Sunbeam Road)

- **209137-6** – SR 5 (US 17) N. from Trout River to North of SR 104
- **209443-2** – SR 228 (Post St.) from Cassat Avenue to Old Roosevelt
- **209697-4** – SR 13 (Hendricks Ave.) at San Marco Blvd.
- **432259-2** – I-95 (SR 9) from South of SR 202 (JT Butler) to Atlantic Blvd.

**St. Johns County**

- **210230-2** – SR 313 from SR 207 to SR 16
- **210269-4** – SR 5 (US 1) from Moultrie Creek Bridge to North of SR 207

**C. DRAFT Joint Certification of the Metropolitan Transportation Planning Process** Information Only

The draft annual Self-Certification Report conducted with FDOT is included in Section C.

**D. DRAFT FY 2022/23 through FY 2023/24 Unified Planning Work Program (UPWP)** Information Only

The draft FY 2022/23 through FY 2023/24 UPWP is located on the TPO website. Approval will be requested in May.

**E. DRAFT Project Sections for the FY 2022/23 through FY 2026/27 Transportation Improvement Plan (TIP)** Information Only

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

**F. Smart North Florida Update** Information Only

StormSensor will give a brief presentation on their stormwater drainage technology.

**G. Executive Director’s Report** Information Only

**H. Secretary of Transportation’s Report** Information Only

**I. Authority Reports** Information Only

**J. Old Business**

**K. New Business**

**L. Public Comment**

**M. Adjourn**

**Information**

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

**The next meeting will be May 12, 2022.**

**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 Marci Larson at 904-306-7513 at least seven days prior to the meeting.