



# Hernando/Citrus

## Metropolitan Planning Organization

### Regular Meeting

### Minutes - Final

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May 2, 2024

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## CALL TO ORDER

MPO Chair, Jerry Campbell, called the meeting to order at 1:30 p.m. on Thursday, May 2, 2024, in the Brooksville City Council Chambers, 201 Howell Avenue, Brooksville, Florida. The meeting was publicly noticed on the Hernando County, Citrus County, and Hernando/Citrus MPO websites.

### MEMBERS PRESENT

Jerry Campbell, MPO Board Chair, Hernando County Commission  
Jeff Kinnard, MPO Board Vice Chair, Citrus County Commission  
Rebecca Bays, MPO Board Alternate Member, Citrus County Commission  
John Allocco, Hernando County Commission  
Steve Champion, Hernando County Commission  
Brian Hawkins, MPO Board Alternate Member, Hernando County Commission  
Blake Bell, Mayor, City of Brooksville  
Robert Holmes, MPO Board Alternate Member, Crystal River City Councilman  
Cabot McBride, City of Inverness Councilman  
Brian Hunter, Non-Voting Advisor, Florida Department of Transportation, District 7

### MEMBERS ABSENT (ALTERNATES WERE AVAILABLE TO SERVE)

Ruthie Schlabach, Citrus County Commission  
Beth Narverud, Hernando County Commission

### OTHERS PRESENT

Bob Esposito, MPO Executive Director  
Mary Elwin, MPO Coordinator  
Joy Turner, MPO Administrative Assistant III  
Siaosi Fine, Florida Turnpike Enterprise  
Melissa Tartaglia, Assistant Attorney, Hernando County

### Invocation

### Pledge of Allegiance

### MPO Board & Staff Introductions

The Pledge of Allegiance and the introductions of Board and staff followed the Invocation.

### Enter Proof of Publication into the Record

A quorum was declared, and Ms. Turner noted for the record that the public notice for the meeting was posted in accordance with the adopted policies.

*[It is noted for the record, Robert Holmes, MPO Board Alternate Member, Crystal River City Councilman, arrived at the meeting.]*

**APPROVAL/MODIFICATION OF AGENDA (Limited to Board and Staff)**

**Motion**

A motion was made by Mayor Bell to approve the agenda. The motion was seconded by Commissioner Bays and the motion passed 9-0.

<b>RESULT:</b>	<b>ADOPTED</b>
<b>MOVER:</b>	Blake Bell
<b>SECONDER:</b>	Rebecca Bays
<b>AYES:</b>	John Allocco, Jeff Kinnard, Cabot McBride, Steve Champion, Blake Bell, Rebecca Bays, Brian Hawkins, Jerry Campbell, and Robert Holmes
<b>ABSENT:</b>	Elizabeth Narverud, Ruthie Schlabach, and Joe Meek

**APPROVAL OF MINUTES**

Review and Approve the April 4, 2024, Meeting Minutes of the Hernando/Citrus Metropolitan Planning Organization (MPO) Board

[13980](#)

**Motion**

A motion was made by Commissioner Champion to approve the April 4, 2024, meeting Minutes. The motion was seconded by Commissioner Kinnard and the motion passed 9-0.

<b>RESULT:</b>	<b>ADOPTED</b>
<b>MOVER:</b>	Steve Champion
<b>SECONDER:</b>	Jeff Kinnard
<b>AYES:</b>	John Allocco, Jeff Kinnard, Cabot McBride, Steve Champion, Blake Bell, Rebecca Bays, Brian Hawkins, Jerry Campbell, and Robert Holmes
<b>ABSENT:</b>	Elizabeth Narverud, Ruthie Schlabach, and Joe Meek

**ACTION ITEMS**

Approval of Alternate Member from the City of Inverness to the Metropolitan Planning Organization (MPO) Board

[13940](#)

**Motion**

A motion was made by Councilman McBride to approve the appointment of Councilman Gene Davis as an alternate representative on the MPO Board representing the City of Inverness. The motion was seconded by Councilman Holmes and the motion passed 9-0.

**RESULT:** ADOPTED  
**MOVER:** Cabot McBride  
**SECONDER:** Robert Holmes  
**AYES:** John Allocco, Jeff Kinnard, Cabot McBride, Steve Champion, Blake Bell, Rebecca Bays, Brian Hawkins, Jerry Campbell, and Robert Holmes  
**ABSENT:** Elizabeth Narverud, Ruthie Schlabach, and Joe Meek

Review and Approval of the Florida Department of Transportation (FDOT) Intergovernmental Coordination and Review and Public Transportation Collaborative Planning Agreement (ICAR)

[13984](#)

**Motion**

A motion was made by Commissioner Champion to approve the FDOT Intergovernmental Coordination and Review and Public Transportation Collaborative Planning Agreement (ICAR) and authorize the MPO Chair to execute the agreement. The motion was seconded by Commissioner Kinnard and the motion passed 9-0.

**RESULT:** ADOPTED  
**MOVER:** Steve Champion  
**SECONDER:** Jeff Kinnard  
**AYES:** John Allocco, Jeff Kinnard, Cabot McBride, Steve Champion, Blake Bell, Rebecca Bays, Brian Hawkins, Jerry Campbell, and Robert Holmes  
**ABSENT:** Elizabeth Narverud, Ruthie Schlabach, and Joe Meek

Resolution to Adopt the Unified Planning Work Program (UPWP) for Fiscal Year 2025 - Fiscal Year 2026 and Approve Planning Organization Agreement #G2V07

[13981](#)

**Motion**

A motion was made by Commissioner Kinnard to adopt the Unified Planning Work Program (UPWP) for FY2025-FY2026, authorize the MPO Chair to execute the required documents, and staff to transmit them to FDOT by May 15, 2024. The motion was seconded by Commissioner Bays and the motion passed 9-0.

**RESULT:** ADOPTED  
**MOVER:** Jeff Kinnard  
**SECONDER:** Rebecca Bays  
**AYES:** John Allocco, Jeff Kinnard, Cabot McBride, Steve Champion, Blake Bell, Rebecca Bays, Brian Hawkins, Jerry Campbell, and Robert Holmes  
**ABSENT:** Elizabeth Narverud, Ruthie Schlabach, and Joe Meek

Reclassification of Administrative Assistant III (MPO) to MPO Executive Assistant beginning October 1, 2024 (County Fiscal Year 2025)

[13991](#)

Commissioner Allocco asked if the reclassification included moving from non-exempt to exempt and Councilman McBride asked if the position would be posted. Mr. Esposito affirmed both inquiries.

**Motion**

A motion was made by Commissioner Kinnard to approve the reclassification of the Administrative Assistant III to the MPO Executive Assistant beginning October 1, 2024, based up the job description, responsibilities, and experience. The motion was seconded by Councilman McBride and the motion passed 9-0.

<b>RESULT:</b>	<b>ADOPTED</b>
<b>MOVER:</b>	Jeff Kinnard
<b>SECONDER:</b>	Cabot McBride
<b>AYES:</b>	John Allocco, Jeff Kinnard, Cabot McBride, Steve Champion, Blake Bell, Rebecca Bays, Brian Hawkins, Jerry Campbell, and Robert Holmes
<b>ABSENT:</b>	Elizabeth Narverud, Ruthie Schlabach, and Joe Meek

**INFORMATIONAL ITEMS**

Review of the Federal Highway Administration’s (FHWA) Program Accountability Results (PAR) Report

[13983](#)

Mr. Esposito reviewed the highlights on the PAR report and thanked Kimley-Horn, the General Planning Consultant, that produced the 2045 LRTP.

**CITIZENS COMMENTS**

There were no citizen comments.

**MPO DIRECTOR COMMENTS**

- The June 6, 2024, meeting will be vital as adoption of the Transportation Improvement Plan (TIP) for FY2025-FY2029 and List of Priority Projects (LOPP) will need to occur in order to meet the July 15, 2024, submittal deadline.
- The July 11, 2024, meeting is canceled as the Hernando County Commission is scheduling a workshop that day. Necessary agenda items will be presented at the June or August meetings.
- A list of the public engagement meetings associated with the 2050 Long-Range Transportation Plan (LRTP) adoption was provided to the Board.
- The MPO conducts quarterly staff meetings with Ocala Marion TPO and Lake-Sumter MPO. The federal and state government agencies encourage the interaction between contiguous MPOs/TPOs or that have similar demographics. The last meeting was March 21st, and the next meeting is scheduled for June 20th.
- Mr. Esposito attended the April 24, 2024, meeting of the Lake-Sumter MPO Board.
- The Florida Department of Transportation (FDOT) has scheduled a ribbon cutting ceremony for the Good Neighbor Trail (GNT) on May 22, 2024, at 10:00 a.m., in Tom Varn

Park in Brooksville.

- Mr. Esposito will attend the Florida Transportation Planning Exchange (TransEx) conference in St. Petersburg on May 7-8, 2024.
- Inverness City Councilman, Gene Davis, will attend the MPOAC Weekend Institute training in St. Petersburg, May 17-18, 2024.
- Mr. Esposito thanked the Hernando County Sheriff's office for attending the meeting.

## BOARD COMMENTS

- Commissioner Allocco conveyed the concern raised from a Hernando County resident on the lack of sidewalk access to Moton Elementary School. Commissioner Allocco asked if MPO staff, the Florida Department of Transportation (FDOT), or Hernando County Department of Public Works could provide an update. Mr. Scott Herring, Hernando County Public Works Director/County Engineer, informed the MPO Board that the average timeline to establish a sidewalk can take six to seven years before construction begins. Mr. Herring will contact the Hernando County School Board for further information. Mayor Bell relayed that the Hernando County School Board stated that sidewalks are the city's responsibility inferring that the School Board would look to the County for sidewalk responsibility.
- Councilman Holmes asked for FDOT's assistance in obtaining a copy of the build-out plans for US19 in Crystal River. Brian Hunter, FDOT, acknowledged Councilman's Holmes request and will follow-up.
- Mayor Bell thanked Mr. Esposito for his help in coordinating with Senator Ingoglia's office to set up a ribbon cutting ceremony for Rush Limbaugh Way in Brooksville. Mayor Bell will update the MPO Board on the details for the ribbon cutting ceremony once the details are finalized.
- Mayor Bell also extended his thanks and appreciation to Justin Hall, Director of Transportation Planning from the Florida Department of Transportation (FDOT) District 7 Office, for his work and assistance with the Brooksville City Council on the Good Neighbor Trail.
- Chair Campbell thanked the City of Brooksville for hosting the 2024 MPO Board meetings and for the support and presence of Hernando County officials and law enforcement.

## ITEMS DISTRIBUTED DURING THE MEETING

[14056](#)

1. Florida Department of Transportation (FDOT) District Seven Planning Activities, 2020, which will be included in the adopted FY 2025 - FY 2026 Unified Planning Work Program (UPWP)
2. 2050 Long-Range Transportation Plan (LRTP) Public Engagement Initiatives

## ADJOURNMENT

Chair Campbell adjourned the meeting at 1:53 p.m.

### Motion

A motion was made by Commissioner Allocco to adjourn the meeting. The motion was seconded by Commissioner Champion.

**UPCOMING MEETING:**

The next regular meeting of the Metropolitan Planning Organization is tentatively scheduled for Thursday, June 6, 2024, beginning at 1:30 pm, in the Brooksville City Council Chambers, 201 Howell Avenue, Brooksville, Florida.

The meeting agenda and back-up material are available online at [www.hernandocounty.us](http://www.hernandocounty.us)



## Metropolitan Planning Organization

### AGENDA ITEM

Meeting: 05/02/2024  
Department: MPO  
Prepared By: Joy Turner  
Initiator: Robert Esposito  
DOC ID: 13980  
Legal Request Number:  
Bid/Contract Number:

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#### TITLE

Review and Approve the April 4, 2024, Meeting Minutes of the Hernando/Citrus Metropolitan Planning Organization (MPO) Board

#### BRIEF OVERVIEW

Attached for approval are the Minutes of the April 4, 2024, meeting of the Hernando/Citrus Metropolitan Planning Organization (MPO) Board.

#### FINANCIAL IMPACT

N/A

#### LEGAL NOTE

Pursuant to Chapter 339.175, Florida Statutes, the Hernando/Citrus MPO Board has the authority to take the recommended action.

#### RECOMMENDATION

It is recommended the Hernando/Citrus Metropolitan Planning Organization (MPO) Board review and approve the Minutes of the April 4, 2024, meeting.

<b>RESULT:</b>	<b>ADOPTED</b>
<b>MOVER:</b>	Steve Champion
<b>SECONDER:</b>	Jeff Kinnard
<b>AYES:</b>	Allocco, Kinnard, McBride, Champion, Bell, Bays, Hawkins, Campbell and Holmes
<b>ABSENT:</b>	Narverud, Schlabach and Meek



## HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION (MPO) BOARD

Thursday, April 4, 2024

### MINUTES

The Hernando/Citrus Metropolitan Planning Organization (MPO) Board held a regular public meeting beginning at 1:30 p.m. at the Brooksville City Council Chambers, 201 Howell Avenue, Brooksville, Florida. The meeting was publicly noticed on the Hernando County, Citrus County, and Hernando/Citrus MPO websites.

#### MEMBERS PRESENT

Jerry Campbell, Chair, Hernando County Board of County Commissioners  
Jeff Kinnard, Vice Chair, Citrus County Board of County Commissioners  
Brian Hawkins, Alternate, Hernando County Board of County Commissioners  
Ruthie Schlabach, Citrus County Board of County Commissioners  
Blake Bell, Mayor, City of Brooksville  
Cabot McBride, City of Inverness Council Member  
Suzanne Ziegler, Non-Voting Advisor, Florida Department of Transportation, District 7

#### MEMBERS ABSENT

John Allocco, Hernando County Board of County Commissioners  
Beth Narverud, Hernando County Board of County Commissioners  
Steve Champion, Hernando County Board of County Commissioners  
Joe Meek, Mayor, City of Crystal River

#### OTHERS PRESENT

Bob Esposito, MPO Executive Director  
Mary Elwin, MPO Coordinator  
Joy Turner, MPO Administrative Assistant III  
Siaosi Fine, Florida Turnpike Enterprise  
Katina Kavouklis, Florida Turnpike Enterprise  
William Roll, Kimley-Horn, General Planning Consultant  
Melissa Tartaglia, Assistant Attorney, Hernando County

#### MEETING CALLED TO ORDER

- Chair Campbell called the meeting to order at 1:31 p.m.
- The Pledge of Allegiance and the introductions of Board and staff followed the Invocation.
- A quorum was declared, and the affirmation of public notice was read into the record.

#### APPROVAL/MODIFICATION OF AGENDA

**Motion:** A motion was made by Councilman McBride to approve the agenda. The motion was seconded by Commissioner Schlabach and the motion passed 6-0.

#### APPROVAL OF MINUTES - FEBRUARY 1, 2024

**Motion:** A motion was made by Commissioner Kinnard to approve the February 1, 2024, meeting Minutes. The motion was seconded by Mayor Bell and the motion passed 6-0.

#### PRESENTATIONS

##### **Presentation by General Planning Consultant, Kimley-Horn, on the Status of the 2050 Long-Range Transportation Plan (LRTP)**

William Roll with Kimley-Horn, General Planning Consultant for the MPO, presented the status of the 2050 Long-Range Transportation Plan (LRTP), focusing on the preliminary revenue forecast and goals, objectives, and performance measures. Commissioner Schlabach asked for the definition of "quality places" listed in Goals, Objectives, and Performance Measures. Mr. Roll explained that the character of the roadways should be consistent with the community (i.e., complete streets, no six-lane highways through neighborhoods). With the C:\Users\jturner\Desktop\Work files from USB\1-MPO\4-4-24 MPO Mtg Minutes-Draft mre re.docx

widening of CR491 to CR486, Commissioner Kinnard inquired if alternate funds are available to improve the designated evacuation route, N. Forest Ridge Boulevard. Mr. Roll affirmed the importance of prioritizing projects in the 2050 LRTP and collaborating with the Florida Department of Transportation (FDOT) and the state legislature to fund projects with the available monies.

## **ACTION ITEMS**

### **1. Florida Department of Transportation (FDOT) and Hernando/Citrus MPO Annual Certification Summary and Joint Certification Statement**

*[It is noted for the record that MPO Board member, Mayor Bell, left the meeting.]*

**Motion:** A motion was made by Commissioner Schlabach to approve the Certification Summary, authorize the MPO Chair to execute the MPO Joint Certification Statement, and authorize staff to submit the documents to the Florida Department of Transportation (FDOT) for processing. The motion was seconded by Commissioner Kinnard and the motion passed 5-0.

### **2. Hernando/Citrus MPO Lease Agreement with Hernando County Board of County Commissioners (Building Division) - Request to Renew Office Space Lease**

A copy of the proposed lease was distributed at the meeting.

*[It is noted for the record that MPO Board member, Mayor Bell, returned to the meeting.]*

**Motion:** A motion was made by Commissioner Hawkins to approve the Lease for MPO office space with the Hernando County Board of County Commissioners (Building Division) at 789 Providence Boulevard, Brooksville, Florida, for a minimum of one year (from July 1, 2024 - June 30, 2025) and authorize the Chair to execute an updated lease provided by the Building Division. The motion was seconded by Councilman McBride and the motion passed 6-0.

### **3. Hernando/Citrus MPO Travel Policy Rate Update**

**Motion:** A motion was made by Commissioner Schlabach to adopt Resolution 2024-2 updating the Hernando/Citrus MPO travel policy rates commensurate with the Hernando County Travel Policy. The motion was seconded by Commissioner Kinnard and the motion passed 6-0.

### **4. Reappointment of Members to the Citrus County Transportation Disadvantaged Local Coordinating Board (LCB) and to the Hernando County Transportation Disadvantaged Local Coordinating Board (TDLCB)**

Chair Campbell expressed thanks to the citizens who take the time to volunteer for these important boards.

**Motion:** A motion was made by Commissioner Kinnard to reappoint Mr. Bud Osborn to serve as a member of the Citrus County Transportation Disadvantaged Local Coordinating Board (LCB) in the position of Person Representing Veteran Services and to reappoint Ms. Gretchen Samter to serve as a member of the Hernando County Transportation Disadvantaged Local Coordinating Board (TDLCB) in the position of Person with a Disability. The period of membership is April 4, 2024, through April 3, 2027. The motion was seconded by Commissioner Hawkins and the motion passed 6-0.

### **5. Appointment of Member to the Hernando County Transportation Disadvantaged Local Coordinating Board (TDLCB)**

**Motion:** A motion was made by Mayor Bell to appoint Ms. Melissa Arceneaux to serve as a member of the Hernando County Transportation Disadvantaged Local Coordinating Board (TDLCB) in the position of Citizen Advocate. The period of membership is April 4, 2024, through April 3, 2027. The motion was seconded by Commissioner Schlabach and the motion passed 6-0.

## **6. Review and Approval of the Update to the Bylaws of the Citizens Advisory Committee (CAC)**

**Motion:** A motion was made by Commissioner Schlabach to approve the update to the Bylaws of the Citizens Advisory Committee. The motion was seconded by Commissioner Kinnard and the motion passed 6-0.

At the request of Chair Campbell, Mr. Esposito recognized and introduced Katina Kavouklis and Siao Si Fine from Florida Turnpike Enterprise (FTE) and Suzanne Ziegler from the Florida Department of Transportation (FDOT). Chair Campbell recognized the County and City representatives that were present and thanked them for their engagement in the process and thanked FTE and FDOT for their partnership and taking the time to attend the board meeting.

### **CITIZEN COMMENTS**

There were no citizen comments.

### **MPO DIRECTOR COMMENTS**

Mr. Esposito provided the following updates:

- The May meeting will be vital as adoption of the UPWP for FY25-FY26 will need to occur in order to meet the May 15, 2024, submittal deadline.
- The Florida Department of Transportation (FDOT) has scheduled a ribbon cutting ceremony for the Good Neighbor Trail (GNT) on May 22, 2024, at 10:00 a.m., in Tom Varn Park.
- The Florida Department of Transportation (FDOT) is currently scheduling meetings with the MPO Staff and County Engineering staff of Hernando and Pasco Counties to discuss design and funding concepts to "help accelerate the development process for County Line Road."
- Mr. Esposito will attend the Florida Metropolitan Planning Organization Advisory Council (MPOAC) meeting in Orlando on April 25, 2024, and the Transportation Planning Exchange (TransEx) conference in St. Petersburg on May 7-8, 2024. Inverness City Councilman, Gene Davis, will attend the MPOAC Weekend Institute training in St. Petersburg, May 17-18, 2024.
- Mr. Esposito thanked Deputy Thomas from the Hernando County Sheriff's office for attending the meeting.

### **BOARD MEMBER COMMENTS**

- Commissioner Schlabach cannot attend the May 2, 2024, meeting. Mr. Esposito affirmed he will contact alternate member, Commissioner Bays.
- Councilman McBride reported that the City of Inverness updated committee assignments and Mr. Gene Davis has been designated as an alternate to the MPO Board.
- Commissioner Kinnard shared that at the last Citrus Board of County Commissions (BOCC) meeting, Citrus County citizen, Karen Etsy, advocated for a sidewalk on N. Independence Highway. Although the BOCC did not conduct a vote on the matter, Commissioner Kinnard asked what next steps are needed to move the process forward. It was affirmed that the City of Inverness has the right-of-way for N. Independence Highway but the City has not submitted an application for this project. The application must come from the City of Inverness and be listed as a high priority on the List of Priority Projects (LOPP).

### **ADJOURNMENT AND NEXT MEETING**

The next regular meeting of the Metropolitan Planning Organization Board is scheduled for Thursday, May 2, 2024, beginning at 1:30 pm, in the Brooksville City Council Chambers, 201 Howell Avenue, Brooksville, Florida. The May meeting is vital, so attendance is appreciated.

**Motion:** A motion was made by Commissioner Schlabach to adjourn the meeting. The motion was seconded by Mayor Bell.

Chair Campbell adjourned the meeting at 2:21 p.m.



## AGENDA ITEM

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### TITLE

Approval of Alternate Member from the City of Inverness to the Metropolitan Planning Organization (MPO) Board

### BRIEF OVERVIEW

On March 19, 2024, the City Council for the City of Inverness revised the City's Committee Assignment list. Councilman Gene Davis was appointed to represent the City of Inverness as an alternate member on the Hernando/Citrus MPO Board. Councilman Davis will attend the MPO Board meetings should Councilman McBride be unable to attend.

Pursuant to the MPO Board's by-laws, the MPO Board shall acknowledge the appointment of each member and alternate member by motion and approval.

### FINANCIAL IMPACT

N/A

### LEGAL NOTE

Pursuant to Chapter 339.175, F.S., the Hernando/Citrus MPO Board has the authority to take the recommended action.

### RECOMMENDATION

It is recommended the Hernando/Citrus Metropolitan Planning Organization (MPO) Board acknowledge and approve the appointment of Councilman Gene Davis as an alternate representative of the City of Inverness on the MPO Board.

<b>RESULT:</b>	<b>ADOPTED</b>
<b>MOVER:</b>	Cabot McBride
<b>SECONDER:</b>	Robert Holmes
<b>AYES:</b>	Allocco, Kinnard, McBride, Champion, Bell, Bays, Hawkins, Campbell and Holmes
<b>ABSENT:</b>	Narverud, Schlabach and Meek

March 19, 2024  
5:30 PM

The City Council of the City of Inverness met on the above date in Regular Session at the Valerie Theatre 207 Courthouse Square with the following members present:

President Bega  
Vice President Hepfer  
Councilman Davis  
Councilwoman Lizanich  
Councilman McBride  
Mayor Plaisted – *Absent*

Also present were City Manager Williams, City Attorney Hartley, Staff Members, and City Clerk Jackson.

The Invocation was given by Councilman McBride and the Pledge of Allegiance was led by the City Council.

#### **ACCEPTANCE OF AGENDA**

Councilman McBride motioned to accept the Agenda as presented. Seconded by Councilwoman Hepfer. The motion carried.

#### **PRE-SCHEDULED APPEARANCES**

**Proclamation Presentation – Water Conservation Month** with President Bega presenting the proclamation to Public Works Director Dilmore and SWFWMD Representative Carrieann Adkins.

#### **PUBLIC HEARINGS / WORKSHOP**

**5)a) 2023 ICRA Annual Report\*** with City Manager Williams stating in October 1990, the Inverness City Council created the City’s first CRA, as well as the Inverness Community Redevelopment Agency (ICRA) consisting of seven board members to serve as the governing body of the Agency. In 2014, significant changes were made to its community redevelopment plan and expanded the CRA. The 2023 report focused on the 2023 Financial Statements – unaudited; updated on projects in the approved 5-year CIP; potential projects for budget development; history of the ICRA; and projects related to the bond issue and total project cost. The ICRA board adopted the 2023 Annual Report at its regularly scheduled March 7, 2024 meeting. **The Public Hearing was opened.** Community Development Director Shoemaker provided a PowerPoint presentation of the annual report and spoke of various projects, including downtown lighting, parking, Medical Arts District, City Walk, etc. Councilwoman Lizanich questioned aspects of the lighting project if they will be the same type as in other areas. Councilwoman Hepfer questioned approx. how long they would last. Councilman Davis spoke of the restored shoreline with City Manager noting this project was over budgeted and the dock relocation was included. Councilman McBride stated how special this small town is, and we continue to grow and draw people to our area.

**No one spoke for or against the Annual Report.**

**The Public Hearing was closed.**

**Councilwoman Hepfer motioned to accept the 2023 Inverness Community Redevelopment Agency Annual Report as presented. Seconded by Councilwoman Lizanich. The motion carried.**

#### **OPEN PUBLIC MEETING**

Leslie Barris thought the ICRA report was insightful and encouraged building a parking garage and seeking additional funding from FEMA.

Bob Steele stated the Bike Fest as a great event and thanked the Council for allowing it to be held in Inverness at Whispering Pines Park. He also thanked Parks Director Worley, Asst. Director Bechtel, and the entire park staff, as well as area businesses for support. Noted there were people from all over the country that attended the three-day event. Councilman McBride spoke of his skepticism of the Bike Fest, but it was very well organized and exceeded his expectations.

Michael Puzino questioned any decision on bocce courts at Whispering Pines Park with City Manager reminding that this can be discussed in the upcoming budget process. Mr. Puzino spoke of pesticides entering into the lakes and who should someone contact. City Manager Williams informed that is State controlled.

Debbie Wheatley noted she resides right outside of Whispering Pines Park and thought the Bike Fest was very good. No major issues in that area.

#### **CITY ATTORNEY REPORT**

City Attorney Hartley spoke of the Tourist Development Council and the \$150,000/yr. draft agreement between the BOCC and the City to promote tourism. He stated after reviewing recent TDC and BOCC meetings, revisions were made and he forwarded the draft to the County Attorney, as that was the direction given for both attorneys to work together. City Manager Williams spoke of several emails that were sent from the County Attorney to City Attorney Hartley. He stated the City Attorney is professional and was acting with the knowledge that the TDC and BOCC administration was supportive of the agreement. President Bega referenced the email thread and thought it should be forwarded to the County Commissioners, and the repeated push back by a certain person. Councilwoman Hepfer stated the TDC voted unanimously in support of the agreement, as she serves on that Council as the City representative. City Manager suggested that a City Elected Official should possibly contact the County Commission Chair or draft a letter referencing the positivity of working together. Councilwoman Lizanich stated she has phoned Commissioner Schlabach and thought the City should give the County more time to work through the draft agreement. City Manager noted that the County had received this draft in December of last year, and the issue was the tone of the emails Mr. Hartley received. It had previously been stated by the County that this item would be on the next BOCC agenda. Councilwoman Lizanich questioned if this could be addressed through the County Administrator. She also stated that the tone of the emails received might have been a little aggressive. Councilwoman Hepfer stated that the City had made a presentation regarding this subject in June 2023. Councilman McBride suggested a letter be sent to the BOCC from the Council as it is vital to maintain good relations, but the issue must be addressed. Councilman Davis stated the City had expedited the draft to be helpful, not step on toes. He spoke with three of the Commissioners regarding this. Noted the tone of the

emails was hard to digest and wants to preserve the relationship. He attended both recent meetings of the TDC and BOCC. Suggested waiting to see if the item was on the next BOCC agenda. City Manager Williams suggested to reach out to the BOCC in a supportive and positive manner. Councilwoman Hepfer stated she will contact the BOCC Chair in a one-on-one situation. **Council consensus was for incoming Council President Hepfer speak one-on-one with the BOCC Chair.**

**CONSENT AGENDA**

- a) Bill Listing\*
  - Recommendation – Approval
- b) Council Minutes – 03/05/2024\*
  - Recommendation – Approval

**Councilwoman Hepfer motioned to accept the Consent Agenda. Seconded by Councilwoman Lizanich. The motion carried.**

**CITY CLERK’S REPORT**

**9)a) Council Reorganization and Board Appointments\*** with City Clerk Jackson referencing the **City Charter, Section 2.10, states “annually on the third Tuesday in March, City Council Members shall meet for the purpose of reorganization, and at such meeting choose a new president and vice-president.”** Selection of the Council President and Vice-President has followed a rotation to provide an opportunity for each Councilmember to serve as President. All appointments will commence the next day following this meeting. In addition to the above, appointments to various boards and committees are decided. A separate document to identify member appointments to mandatory and elective committees was included. Councilman McBride announced he would not be seeking re-election in the 2024 General Election and reminded that he has served as MPO rep. for several years but that will end in November. He spoke of a three-day training that is provided and suggested Councilman Davis as the MPO representative. **Councilwoman Bega nominated Councilwoman Hepfer for Council President. Seconded by Councilman Davis. Councilwoman Hepfer nominated Councilman Davis for Vice President. Seconded by Councilman McBride. The motion carried.**

Council members appointed to various boards as follows:

Citrus County Chamber of Commerce	Councilman Gene Davis
Citrus County Special Library	
District Governing Board	Councilwoman Crystal Lizanich
Community Charitable Foundation	Councilwoman Crystal Lizanich
Tourist Development Council	Councilwoman Jacquie Hepfer
Withlacoochee Regional Water Supply	Councilman Gene Davis
Keep Citrus County Beautiful (KCCB)	Councilwoman Linda Bega
Hernando/Citrus MPO	Councilman Cabot McBride <i>(until Nov. elections)</i>
Alternate to MPO	Councilwoman Gene Davis
Valerie Theatre Board	Councilwoman Linda Bega

**Councilwoman Bega motioned to accept the Board Appointments as stated. Seconded by Councilwoman Hepfer. The motion carried.**

#### **CITY MANAGER'S REPORT**

**10)a) July 3 – Patriotic Evening** with City Manager Williams stating July 3 event planning is underway and have secured the musical entertainment, Parmalee. Parks & Rec Director Worley provided a PowerPoint presentation including video snips of Parmalee. Since having big named entertainment since 2022 and 2023, 2024 will be huge. The event has continued to draw thousands of people. There will be vendors, using non-profit organizations for some of the food, etc.

#### **10)b) Project/Program Updates (Verbal)**

- Assistant City Manager – Frank Calascione introduced himself and is excited to be a part of the City for this next chapter in his career. Councilman Davis commended City Manager Williams for his choice for this position.
- Nature Coast Bike Fest brought a new dynamic to the City and throughout the County with the number of cycles and cyclists, many from out of town. Looking forward to continuing this event in Inverness next year.
- St. Patrick's Parade was another huge success with a huge number of people in the Depot District for events there. Parade route crowd was amazing.
- Referenced a letter from the Corvette Club's event and bringing people into the City.

#### **COUNCIL/MAYOR SUBJECTS**

Councilwoman Hepfer congratulated President Bega on an excellent job serving as Council President. Spoke of an amazing weekend with so many events, and St. Patrick's Parade proves we are doing it right. Thanked City staff for all they do.

Councilwoman Lizanich spoke of Big Bass, Bluegrass, and BBQ 3-day event, a busy time this weekend and enjoyed all of the events. Looks forward to upcoming events and thanked everyone for coming to the meeting.

Councilman Davis spoke of his skepticism of the Bike Fest and proud there were no complaints. Amazed by the people attending the St. Patrick's Parade and passing out 1,500 beads, next year might need to double that amount. Heartwarming to see a gentleman in a wheelchair dressed up as a leprechaun and winning the contest. Spoke of the fishing event and how his nephew has won in the last two years. This is a Small Town Done Right.

Councilman McBride spoke of the fishing event being named the Joe Bega Big Bass Classic and spoke of all the recent events. Spoke of decision to not run for re-election and it has been an honor to represent the City for many years. Highly rewarding and a wonderful opportunity for anyone interested.

President Bega thanked everyone for a great year serving as Council President and for all the support. Very good friends. Listed upcoming events, dates, and times.



## AGENDA ITEM

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### TITLE

Review and Approval of the Florida Department of Transportation (FDOT) Intergovernmental Coordination and Review and Public Transportation Collaborative Planning Agreement (ICAR)

### BRIEF OVERVIEW

Attached is an updated Intergovernmental Coordination and Review and Public Transportation Agreement (ICAR) as presented by the Florida Department of Transportation. The ICAR is between the Hernando/Citrus MPO, the Florida Department of Transportation, Hernando County, and Citrus County. The ICAR also provides for a process through the Tampa Bay Regional Planning Council (TBRPC) for intergovernmental coordination and review and identification of inconsistencies between proposed MPO transportation plans and local government comprehensive plans. The updates involve the reflection of the Tampa Bay Regional Planning Council and the removal of the Tampa Bay Area Regional Transportation Authority (TBARTA) which no longer exists.

### FINANCIAL IMPACT

None

### LEGAL NOTE

Pursuant to Chapter 339.175, Florida Statutes, the MPO Board has the authority to take the recommended action. The Intergovernmental Coordination and Review and Public Transportation Collaborative Planning Agreement (ICAR) has been reviewed and approved as to form and content by the County Attorney's Office.

### RECOMMENDATION

It is recommended the MPO Board review and approve the FDOT Intergovernmental Coordination and Review and Public Transportation Collaborative Planning Agreement (ICAR) and authorize the MPO Chair to execute the agreement. It will then be transmitted to the other agencies for execution.

<b>RESULT:</b>	<b>ADOPTED</b>
<b>MOVER:</b>	Steve Champion
<b>SECONDER:</b>	Jeff Kinnard
<b>AYES:</b>	Allocco, Kinnard, McBride, Champion, Bell, Bays, Hawkins, Campbell and Holmes
<b>ABSENT:</b>	Narverud, Schlabach and Meek

**INTERGOVERNMENTAL COORDINATION AND REVIEW  
AND**

**PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT**

THIS INTERGOVERNMENTAL COORDINATION AND REVIEW AND PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION (Department); the Hernando/Citrus Metropolitan Planning Organization (MPO) Board; the Tampa Bay Regional Planning Council (RPC); the Hernando County Board of County Commissioners; and the Citrus County Board of County Commissioners; collectively referred to as the Parties.

**RECITALS**

WHEREAS, the Federal Government, under the authority of 23 United States Code (USC) § 134 and 49 USC § 5303 and any subsequent applicable amendments, requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process in designated urbanized areas to develop and implement plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, 23 USC § 134, 49 USC § 5303, and Section 339.175, Florida Statutes (F.S.), provide for the creation of metropolitan planning organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, 23 Code of Federal Regulations (CFR) § 450 requires that the State, the Metropolitan Planning Organization, and the operators of publicly owned transportation systems shall enter into an agreement clearly identifying the responsibilities for cooperatively carrying out such transportation planning (including multimodal, systems-level corridor and subarea planning studies pursuant to 23 CFR § 450) and programming;

WHEREAS, pursuant to Section 20.23, F.S., the Department has been created by the State of Florida, and the Department has the powers and duties relating to transportation, as outlined in Section 334.044, F.S.;

WHEREAS, pursuant to 23 USC § 134, 49 USC § 5303, 23 CFR § 450, and Section 339.175 F.S., the Hernando/Citrus Metropolitan Planning Organization (MPO), herein after referred to as the MPO, has been designated and its membership apportioned by the Governor of the State of Florida, with the agreement of the affected units of general purpose local government, to organize and establish the Metropolitan Planning Organization;

WHEREAS, pursuant to Section 339.175 F.S., the MPO shall execute and maintain an agreement with the metropolitan and regional intergovernmental coordination and review agencies serving the Metropolitan Planning Area;

WHEREAS, the agreement must describe the means by which activities will be coordinated and specify how transportation planning and programming will be part of the comprehensively planned development of the Metropolitan Planning Area;

WHEREAS, pursuant to Section 186.505, F.S., the RPC is to review plans of metropolitan planning organizations to identify inconsistencies between those agencies' plans and applicable local government comprehensive plans adopted pursuant to Chapter 163, F.S.;

WHEREAS, the RPC, pursuant to Section 186.507, F.S., is required to prepare a Strategic Regional Policy Plan, which will contain regional goals and policies that address regional transportation issues;

WHEREAS, based on the RPC statutory mandate to identify inconsistencies between plans of metropolitan planning organizations and applicable local government comprehensive plans, and to prepare and adopt a Strategic Regional Policy Plan, the RPC is appropriately situated to assist in the intergovernmental coordination of the transportation planning process;

WHEREAS, pursuant to Section 186.509, F.S., the RPC has adopted a conflict and dispute resolution process;

WHEREAS, the purpose of the dispute resolution process is to reconcile differences in planning and growth management issues between local governments, regional agencies, and private interests;

WHEREAS, the Parties hereto have determined that the voluntary dispute resolution process can be useful in resolving conflicts and disputes arising in the transportation planning process;

WHEREAS, pursuant to 23 CFR § 450 and Section 339.175, F.S., the MPO must execute and maintain an agreement with the operators of public transportation systems, including transit systems, commuter rail systems, airports, seaports, and spaceports, describing the means by which activities will be coordinated and specifying how public transit, commuter rail, aviation, and seaport planning (including multimodal, systems-level corridor and subarea planning studies pursuant to 23 CFR § 450) and programming will be part of the comprehensively planned development of the Metropolitan Planning Area;

WHEREAS, it is in the public interest that the MPO, operators of public transportation systems, including transit systems, commuter rail systems, port and aviation authorities, jointly pledge their intention to cooperatively participate in the planning and programming of transportation improvements within this Metropolitan Planning Area;

WHEREAS, the Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement, dated July 15, 2014, is hereby replaced and superseded in its entirety by this Agreement.

WHEREAS, the undersigned Parties have determined that this Agreement satisfies the requirements of and is consistent with 23 CFR § 450 and Section 339.175, F.S.; and

WHEREAS, the Parties to this Agreement desire to participate cooperatively in the performance, on a continuing basis, of a cooperative, and comprehensive transportation planning process to assure that highway facilities, transit systems, bicycle and pedestrian facilities, rail systems, air transportation, and other facilities will be located and developed in relation to the overall plan of community development.

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

## **ARTICLE 1**

### **RECITALS AND DEFINITIONS**

1.01. **Recitals.** Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.

1.02. **Definitions.** The following words when used in this Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

- (a) **Agreement** means this instrument, as may be amended from time to time.
- (b) **Corridor or Subarea Study** means studies involving major investment decisions or as otherwise identified in 23 CFR § 450.
- (c) **Department** means the Florida Department of Transportation, an agency of the State of Florida, created pursuant to Section 20.23, F.S.
- (d) **FHWA** means the Federal Highway Administration.
- (e) **Long Range Transportation Plan (LRTP)** means the 20-year transportation planning horizon which identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation activities; and, in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by 23 USC § 134, 49 USC § 5303, 23 CFR § 450, and Section 339.175, F.S.
- (f) **Metropolitan Planning Area** means the planning area as determined by agreement between the MPO and the Governor for the urbanized areas designated by the United States Bureau of the Census as described in 23 USC § 134, 49 USC § 5303, and Section 339.175, F.S., and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Metropolitan Planning Organization's planning authority.
- (g) **Metropolitan Planning Organization (MPO)** means the Hernando/Citrus Metropolitan Planning Organization (MPO) formed pursuant to Interlocal Agreement as described in 23 USC § 134, 49 USC § 5303, and Section 339.175, F.S. This may also be referred to as a Transportation Planning Organization (TPO).
- (h) **Regional Planning Council (RPC)** means the Tampa Bay Regional Planning Council (RPC) created pursuant to Section 186.504, F.S., and identified in Rule 29H-1.001, F.A.C.
- (i) **Transportation Improvement Program (TIP)** means the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long Range Transportation Plan, developed pursuant to 23 USC §§ 134 and 450, 49 USC § 5303, and Section 339.175, F.S.
- (j) **Unified Planning Work Program (UPWP)** means a biennial program developed in cooperation with the Department and public transportation providers, that identifies the

planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, as required by 23 CFR § 450.308(c), and Section 339.175, F.S.

## **ARTICLE 2**

### **PURPOSE**

- 2.01. Coordination with public transportation system operators. This Agreement is to provide for cooperation between the Parties in the development and preparation of the UPWP, the TIP, the LRTP, and any applicable Corridor or Subarea Studies.
- 2.02. Intergovernmental coordination; Regional Planning Council. Further, this Agreement is to provide a process through the RPC for intergovernmental coordination and review and identification of inconsistencies between proposed MPO transportation plans and local government comprehensive plans adopted pursuant to Chapter 163, F.S., and reviewed by the Division of Community Development within the Florida Department of Economic Opportunity.
- 2.03. Dispute resolution. This Agreement also provides a process for conflict and dispute resolution through the RPC.

## **ARTICLE 3**

### **COOPERATIVE PROCEDURES FOR PLANNING AND PROGRAMMING WITH OPERATORS OF PUBLIC TRANSPORTATION SYSTEMS**

- 3.01. Cooperation with operators of public transportation systems; coordination with local government approved comprehensive plans.
- (a) The MPO shall cooperate with the Hernando County Board of County Commissioners and the Citrus County Board of County Commissioners to optimize the planning and programming of an integrated and balanced intermodal transportation system for the Metropolitan Planning Area.
  - (b) The MPO shall implement a continuing, cooperative, and comprehensive transportation planning process that is consistent, to the maximum extent feasible, with port and aviation master plans, and public transit development plans of the units of local governments whose boundaries are within the Metropolitan Planning Area.
  - (c) As a means towards achievement of the goals in paragraphs (a) and (b) and in an effort to coordinate intermodal transportation planning and programming, the MPO may include, but shall include if within a transportation management area, as part of its membership officials of agencies that administer or operate major modes or systems of transportation, including but not limited to transit operators, sponsors of major local airports, maritime ports, and rail operators per Federal regulations. The representatives of the major modes or systems of transportation may be accorded voting or non-voting advisor status. In the Metropolitan Planning Area if authorities or agencies are created by law to perform transportation functions and are not under the jurisdiction of a general purpose local government represented on the MPO, the MPO may request the Governor to designate said authority or agency as a voting member of the MPO in accordance with the requirements of Section 339.175, F.S. If the new member would significantly alter local government representation in the MPO, the MPO shall propose a revised apportionment plan to the Governor to ensure voting

membership on the MPO to be an elected official representing public transit authorities which have been, or may be, created by law.

The MPO shall ensure that representatives of ports, transit authorities, rail authorities, and airports within the Metropolitan Planning Area are provided membership on the MPO Technical Advisory Committee.

3.02. Preparation of transportation related plans.

- (a) Although the adoption or approval of the UPWP, the TIP, and the LRTP is the responsibility of the MPO, development of such plans or programs shall be viewed as a cooperative effort involving the Parties to this Agreement. In developing its plans and programs, the MPO shall solicit the comments and recommendations of the other Parties to this Agreement in the preparation of such plans and programs.
- (b) When preparing the UPWP, the TIP, or the LRTP, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO shall provide notice to all other Parties to this Agreement to advise them of the scope of the work to be undertaken and inviting comment and participation in the development process. The MPO shall ensure that the chief operating officials of the other Parties receive written notice at least 15 days prior to the date of all public workshops and hearings, or within the specified number of days per MPO bylaws or public participation plan, relating to the development of such plans and programs.
- (c) Local government comprehensive plans.
  - (1) In developing the TIP, the LRTP, or Corridor or Subarea studies, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO and Transportation Authorities shall review for consistency for each local government in the Metropolitan Planning Area:
    - (i) each comprehensive plan's future land use element;
    - (ii) the goals, objectives, and policies of each comprehensive plan; and
    - (iii) the zoning, of each local government in the Metropolitan Planning Area.
  - (2) Based upon the foregoing review and in consideration of other relevant growth management plans, the MPO and Transportation Authorities shall provide written recommendations to local governments in the Metropolitan Planning Area in the development, amendment, and implementation of their comprehensive plans. A copy of the recommendations shall be sent to the RPC.
  - (3) The MPO agrees that, to the maximum extent feasible, the LRTP and the projects and project-phases within the TIP shall be consistent with the future land use element and the goals, objectives, and policies of each comprehensive plan of the local governments in the Metropolitan Planning Area. If the MPO's TIP is inconsistent with a local government's comprehensive plan, the MPO shall so indicate, and the MPO shall present, as part of the TIP, justification for including the project in the program.
- (d) Multi-modal transportation agency plans.

- (1) In developing the TIP, the LRTP, or Corridor or Subarea studies, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO shall analyze the master plans of the Transportation Authorities. Based upon the foregoing review and a consideration of other transportation related factors, the MPO, shall from time to time and as appropriate, provide recommendations to the other Parties to this Agreement as well as local governments within the Metropolitan Planning Area, for the development, amendment, and implementation of their master, development, or comprehensive plans.
- (2) In developing or revising their respective master, development, or comprehensive plans, the Parties to this Agreement shall analyze the draft or approved UPWP, TIP, LRTP, or Corridor or Subarea studies, or amendments thereto. Based upon the foregoing review and a consideration of other transportation related factors, the Parties to this Agreement shall as appropriate, provide written recommendations to the MPO with regard to development, amendment, and implementation of the plans, programs, and studies.
- (3) The MPO agrees that, to the maximum extent feasible, the TIP shall be consistent with the affected growth management and other relevant plans of the other Parties to this Agreement.

#### **ARTICLE 4**

#### **INTERGOVERNMENTAL COORDINATION AND REVIEW**

4.01. Coordination with Regional Planning Council. The RPC shall do the following:

- (a) Within 30 days of receipt, the RPC shall review the draft TIP, LRTP, Corridor and Subarea studies, or amendments thereto, as requested by the MPO, to identify inconsistencies between these plans and programs and applicable local government comprehensive plans adopted pursuant to Chapter 163, F.S., for counties and cities within the Metropolitan Planning Area and the adopted Strategic Regional Policy Plan.
  - (1) The Parties recognize that, pursuant to Florida law, the LRTP and the TIP of the MPO must be considered by cities and counties within the Metropolitan Planning Area in the preparation, amendment, and update/revision of their comprehensive plans. Further, the LRTP and the projects and project phases within the TIP are to be consistent with the future land use element and goals, objectives, and policies of the comprehensive plans of local governments in the Metropolitan Planning Area. Upon completion of its review of a draft TIP or LRTP, the RPC shall advise the MPO and each county or city of its findings;
  - (2) The RPC shall advise the MPO in writing of its concerns and identify those portions of the submittals which need to be reevaluated and potentially modified if the RPC review identifies inconsistencies between the draft TIP or LRTP and local comprehensive plans; and
  - (3) Upon final adoption of the proposed TIP, LRTP, Corridor and Subarea studies, or amendments thereto, the MPO may request that the RPC consider adoption of regional transportation goals, objectives, and policies in the Strategic Regional Policy Plan implementing the adopted TIP, LRTP, Corridor and Subarea studies, or amendments thereto. If the proposed plan, program, or study, or amendments

thereto, was the subject of previous adverse comment by the RPC, the MPO will identify the change in the final adopted plan intended to resolve the adverse comment, or alternatively, the MPO shall identify the reason for not amending the plan as suggested by the RPC.

- (b) Provide the availability of the conflict and dispute resolution process as set forth in Article 5 of this Agreement.

## **ARTICLE 5**

### **CONFLICT AND DISPUTE RESOLUTION PROCESS**

5.01. Disputes and conflicts under this Agreement. This process shall apply to conflicts and disputes relating to matters subject to this Agreement, or conflicts arising from the performance of this Agreement. Except as otherwise provided in this Article 5, only representatives of a party to this Agreement with conflicts or disputes shall engage in conflict resolution.

5.02. 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:

Department: District Director for Planning and Programs

MPO: Hernando/Citrus Metropolitan Planning Organization (MPO) Chair

RPC: Tampa Bay Regional Planning Council Chair

Hernando County Board of County Commissioners Chair

Citrus County Board of County Commissioners Chair

5.03. Resolution by senior agency official. If the conflict remains unresolved, the conflict shall be resolved by the officials listed on section 5.02 of this Agreement, with the exception of the Department's listed official, which for purposes of this section 5.03 shall be the District Secretary.

5.04. Resolution by the Office of the Governor. If the conflict is not resolved through conflict resolution pursuant to sections 5.01, 5.02, and 5.03 of this Agreement, the affected parties shall petition the Executive Office of the Governor for resolution of the conflict pursuant to its procedures. Resolution of the conflict by the Executive Office of the Governor shall be binding on the affected parties.

## **ARTICLE 6**

### **MISCELLANEOUS PROVISION**

6.01. Constitutional or statutory duties and responsibilities of parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the Parties. In addition, this Agreement does not relieve any of the Parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the Parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

6.02. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all Parties hereto with the same formalities as the original Agreement.

6.03. Duration; withdrawal procedure.

- (a) Duration. This Agreement shall have a term of five (5) years and the Parties hereto shall examine the terms hereof and agree to amend the provisions or reaffirm the same in a timely manner. However, the failure to amend or to reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.
- (b) Withdrawal procedure. With the exception of the MPO, any party to this Agreement may withdraw after presenting in written form a notice of intent to withdraw to the other Parties to this Agreement, at least ninety (90) days prior to the intended date of withdrawal; provided, that financial commitments made prior to withdrawal are effective and binding for their full term and amount regardless of withdrawal.

6.04. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested, to the officials identified for each party in section 5.02 of this agreement.

A party may unilaterally change its address or addressee by giving notice in writing to the other Parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

6.05. Interpretation.

- (a) Drafters of Agreement. All Parties to this Agreement were each represented by, or afforded the opportunity for representation by legal counsel, and participated in the drafting of this Agreement and in the choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.
- (b) Severability. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.
- (c) Rules of construction. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:
  - (1) The singular of any word or term includes the plural;
  - (2) The masculine gender includes the feminine gender; and
  - (3) The word “shall” is mandatory, and “may” is permissive.

6.06. Attorney’s Fees. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own costs and attorney’s fees in connection with such proceeding.

6.07. Agreement execution; use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

6.08. Effective date. This Agreement shall become effective on the date last signed by the Parties hereto.

6.09. Other authority. In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is required under applicable law to enable the Parties to enter into this Agreement or to undertake the provisions set forth hereunder, or to observe, assume or carry out any of the provisions of the Agreement, said Parties will initiate and consummate, as provided by law, all actions necessary with respect to any such matters as required.

6.10. Parties not obligated to third parties. No party hereto shall be obligated or be liable hereunder to any party not a signatory to this Agreement. There are no express or intended third-party beneficiaries to this Agreement.

6.11. Rights and remedies not waived. 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 any such payment by the Department while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Department in respect of such breach or default.

6.12 Data, records, reports and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the Parties, excluding the Department, shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the MPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

**INTERGOVERNMENTAL COORDINATION AND REVIEW  
AND**

**PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT**

**Signed, sealed and delivered in the presence of:**

**FLORIDA DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal sufficiency

Attorney: \_\_\_\_\_

Name: \_\_\_\_\_

**INTERGOVERNMENTAL COORDINATION AND REVIEW  
AND  
PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT**

**Signed, sealed and delivered in the presence of:**

**HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION (MPO)**

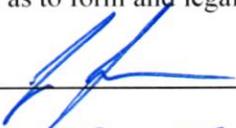
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal sufficiency

Attorney:  \_\_\_\_\_

Name: Jon Joubert

**INTERGOVERNMENTAL COORDINATION AND REVIEW  
AND  
PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT**

**Signed, sealed and delivered in the presence of:**

**TAMPA BAY REGIONAL PLANNING COUNCIL**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal sufficiency

Attorney: \_\_\_\_\_

Name: \_\_\_\_\_

**INTERGOVERNMENTAL COORDINATION AND REVIEW  
AND  
PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT**

**Signed, sealed and delivered in the presence of:**

**HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal sufficiency

Attorney:  \_\_\_\_\_

Name: Jon Jouben \_\_\_\_\_

**INTERGOVERNMENTAL COORDINATION AND REVIEW  
AND  
PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT**

**Signed, sealed and delivered in the presence of:**

**CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal sufficiency

Attorney: \_\_\_\_\_

Name: \_\_\_\_\_

**INTERGOVERNMENTAL COORDINATION AND REVIEW  
AND**

**PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT**

THIS INTERGOVERNMENTAL COORDINATION AND REVIEW AND PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION (Department); the Hernando/Citrus Metropolitan Planning Organization (MPO) Board; the Tampa Bay Regional Planning Council (RPC); the Hernando County Board of County Commissioners; and the Citrus County Board of County Commissioners; collectively referred to as the Parties.

**RECITALS**

WHEREAS, the Federal Government, under the authority of 23 United States Code (USC) § 134 and 49 USC § 5303 and any subsequent applicable amendments, requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process in designated urbanized areas to develop and implement plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, 23 USC § 134, 49 USC § 5303, and Section 339.175, Florida Statutes (F.S.), provide for the creation of metropolitan planning organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, 23 Code of Federal Regulations (CFR) § 450 requires that the State, the Metropolitan Planning Organization, and the operators of publicly owned transportation systems shall enter into an agreement clearly identifying the responsibilities for cooperatively carrying out such transportation planning (including multimodal, systems-level corridor and subarea planning studies pursuant to 23 CFR § 450) and programming;

WHEREAS, pursuant to Section 20.23, F.S., the Department has been created by the State of Florida, and the Department has the powers and duties relating to transportation, as outlined in Section 334.044, F.S.;

WHEREAS, pursuant to 23 USC § 134, 49 USC § 5303, 23 CFR § 450, and Section 339.175 F.S., the Hernando/Citrus Metropolitan Planning Organization (MPO), herein after referred to as the MPO, has been designated and its membership apportioned by the Governor of the State of Florida, with the agreement of the affected units of general purpose local government, to organize and establish the Metropolitan Planning Organization;

WHEREAS, pursuant to Section 339.175 F.S., the MPO shall execute and maintain an agreement with the metropolitan and regional intergovernmental coordination and review agencies serving the Metropolitan Planning Area;

WHEREAS, the agreement must describe the means by which activities will be coordinated and specify how transportation planning and programming will be part of the comprehensively planned development of the Metropolitan Planning Area;

WHEREAS, pursuant to Section 186.505, F.S., the RPC is to review plans of metropolitan planning organizations to identify inconsistencies between those agencies' plans and applicable local government comprehensive plans adopted pursuant to Chapter 163, F.S.;

WHEREAS, the RPC, pursuant to Section 186.507, F.S., is required to prepare a Strategic Regional Policy Plan, which will contain regional goals and policies that address regional transportation issues;

WHEREAS, based on the RPC statutory mandate to identify inconsistencies between plans of metropolitan planning organizations and applicable local government comprehensive plans, and to prepare and adopt a Strategic Regional Policy Plan, the RPC is appropriately situated to assist in the intergovernmental coordination of the transportation planning process;

WHEREAS, pursuant to Section 186.509, F.S., the RPC has adopted a conflict and dispute resolution process;

WHEREAS, the purpose of the dispute resolution process is to reconcile differences in planning and growth management issues between local governments, regional agencies, and private interests;

WHEREAS, the Parties hereto have determined that the voluntary dispute resolution process can be useful in resolving conflicts and disputes arising in the transportation planning process;

WHEREAS, pursuant to 23 CFR § 450 and Section 339.175, F.S., the MPO must execute and maintain an agreement with the operators of public transportation systems, including transit systems, commuter rail systems, airports, seaports, and spaceports, describing the means by which activities will be coordinated and specifying how public transit, commuter rail, aviation, and seaport planning (including multimodal, systems-level corridor and subarea planning studies pursuant to 23 CFR § 450) and programming will be part of the comprehensively planned development of the Metropolitan Planning Area;

WHEREAS, it is in the public interest that the MPO, operators of public transportation systems, including transit systems, commuter rail systems, port and aviation authorities, jointly pledge their intention to cooperatively participate in the planning and programming of transportation improvements within this Metropolitan Planning Area;

WHEREAS, the Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement, dated July 15, 2014, is hereby replaced and superseded in its entirety by this Agreement.

WHEREAS, the undersigned Parties have determined that this Agreement satisfies the requirements of and is consistent with 23 CFR § 450 and Section 339.175, F.S.; and

WHEREAS, the Parties to this Agreement desire to participate cooperatively in the performance, on a continuing basis, of a cooperative, and comprehensive transportation planning process to assure that highway facilities, transit systems, bicycle and pedestrian facilities, rail systems, air transportation, and other facilities will be located and developed in relation to the overall plan of community development.

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

## **ARTICLE 1**

### **RECITALS AND DEFINITIONS**

1.01. **Recitals.** Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.

1.02. **Definitions.** The following words when used in this Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

- (a) **Agreement** means this instrument, as may be amended from time to time.
- (b) **Corridor or Subarea Study** means studies involving major investment decisions or as otherwise identified in 23 CFR § 450.
- (c) **Department** means the Florida Department of Transportation, an agency of the State of Florida, created pursuant to Section 20.23, F.S.
- (d) **FHWA** means the Federal Highway Administration.
- (e) **Long Range Transportation Plan (LRTP)** means the 20-year transportation planning horizon which identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation activities; and, in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by 23 USC § 134, 49 USC § 5303, 23 CFR § 450, and Section 339.175, F.S.
- (f) **Metropolitan Planning Area** means the planning area as determined by agreement between the MPO and the Governor for the urbanized areas designated by the United States Bureau of the Census as described in 23 USC § 134, 49 USC § 5303, and Section 339.175, F.S., and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Metropolitan Planning Organization's planning authority.
- (g) **Metropolitan Planning Organization (MPO)** means the Hernando/Citrus Metropolitan Planning Organization (MPO) formed pursuant to Interlocal Agreement as described in 23 USC § 134, 49 USC § 5303, and Section 339.175, F.S. This may also be referred to as a Transportation Planning Organization (TPO).
- (h) **Regional Planning Council (RPC)** means the Tampa Bay Regional Planning Council (RPC) created pursuant to Section 186.504, F.S., and identified in Rule 29H-1.001, F.A.C.
- (i) **Transportation Improvement Program (TIP)** means the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long Range Transportation Plan, developed pursuant to 23 USC §§ 134 and 450, 49 USC § 5303, and Section 339.175, F.S.
- (j) **Unified Planning Work Program (UPWP)** means a biennial program developed in cooperation with the Department and public transportation providers, that identifies the

planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, as required by 23 CFR § 450.308(c), and Section 339.175, F.S.

## **ARTICLE 2**

### **PURPOSE**

2.01. Coordination with public transportation system operators. This Agreement is to provide for cooperation between the Parties in the development and preparation of the UPWP, the TIP, the LRTP, and any applicable Corridor or Subarea Studies.

2.02. Intergovernmental coordination; Regional Planning Council. Further, this Agreement is to provide a process through the RPC for intergovernmental coordination and review and identification of inconsistencies between proposed MPO transportation plans and local government comprehensive plans adopted pursuant to Chapter 163, F.S., and reviewed by the Division of Community Development within the Florida Department of Economic Opportunity.

2.03. Dispute resolution. This Agreement also provides a process for conflict and dispute resolution through the RPC.

## **ARTICLE 3**

### **COOPERATIVE PROCEDURES FOR PLANNING AND PROGRAMMING WITH OPERATORS OF PUBLIC TRANSPORTATION SYSTEMS**

3.01. Cooperation with operators of public transportation systems; coordination with local government approved comprehensive plans.

- (a) The MPO shall cooperate with the Hernando County Board of County Commissioners and the Citrus County Board of County Commissioners to optimize the planning and programming of an integrated and balanced intermodal transportation system for the Metropolitan Planning Area.
- (b) The MPO shall implement a continuing, cooperative, and comprehensive transportation planning process that is consistent, to the maximum extent feasible, with port and aviation master plans, and public transit development plans of the units of local governments whose boundaries are within the Metropolitan Planning Area.
- (c) As a means towards achievement of the goals in paragraphs (a) and (b) and in an effort to coordinate intermodal transportation planning and programming, the MPO may include, but shall include if within a transportation management area, as part of its membership officials of agencies that administer or operate major modes or systems of transportation, including but not limited to transit operators, sponsors of major local airports, maritime ports, and rail operators per Federal regulations. The representatives of the major modes or systems of transportation may be accorded voting or non-voting advisor status. In the Metropolitan Planning Area if authorities or agencies are created by law to perform transportation functions and are not under the jurisdiction of a general purpose local government represented on the MPO, the MPO may request the Governor to designate said authority or agency as a voting member of the MPO in accordance with the requirements of Section 339.175, F.S. If the new member would significantly alter local government representation in the MPO, the MPO shall propose a revised apportionment plan to the Governor to ensure voting

membership on the MPO to be an elected official representing public transit authorities which have been, or may be, created by law.

The MPO shall ensure that representatives of ports, transit authorities, rail authorities, and airports within the Metropolitan Planning Area are provided membership on the MPO Technical Advisory Committee.

3.02. Preparation of transportation related plans.

- (a) Although the adoption or approval of the UPWP, the TIP, and the LRTP is the responsibility of the MPO, development of such plans or programs shall be viewed as a cooperative effort involving the Parties to this Agreement. In developing its plans and programs, the MPO shall solicit the comments and recommendations of the other Parties to this Agreement in the preparation of such plans and programs.
- (b) When preparing the UPWP, the TIP, or the LRTP, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO shall provide notice to all other Parties to this Agreement to advise them of the scope of the work to be undertaken and inviting comment and participation in the development process. The MPO shall ensure that the chief operating officials of the other Parties receive written notice at least 15 days prior to the date of all public workshops and hearings, or within the specified number of days per MPO bylaws or public participation plan, relating to the development of such plans and programs.
- (c) Local government comprehensive plans.
  - (1) In developing the TIP, the LRTP, or Corridor or Subarea studies, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO and Transportation Authorities shall review for consistency for each local government in the Metropolitan Planning Area:
    - (i) each comprehensive plan's future land use element;
    - (ii) the goals, objectives, and policies of each comprehensive plan; and
    - (iii) the zoning, of each local government in the Metropolitan Planning Area.
  - (2) Based upon the foregoing review and in consideration of other relevant growth management plans, the MPO and Transportation Authorities shall provide written recommendations to local governments in the Metropolitan Planning Area in the development, amendment, and implementation of their comprehensive plans. A copy of the recommendations shall be sent to the RPC.
  - (3) The MPO agrees that, to the maximum extent feasible, the LRTP and the projects and project-phases within the TIP shall be consistent with the future land use element and the goals, objectives, and policies of each comprehensive plan of the local governments in the Metropolitan Planning Area. If the MPO's TIP is inconsistent with a local government's comprehensive plan, the MPO shall so indicate, and the MPO shall present, as part of the TIP, justification for including the project in the program.
- (d) Multi-modal transportation agency plans.

- (1) In developing the TIP, the LRTP, or Corridor or Subarea studies, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO shall analyze the master plans of the Transportation Authorities. Based upon the foregoing review and a consideration of other transportation related factors, the MPO, shall from time to time and as appropriate, provide recommendations to the other Parties to this Agreement as well as local governments within the Metropolitan Planning Area, for the development, amendment, and implementation of their master, development, or comprehensive plans.
- (2) In developing or revising their respective master, development, or comprehensive plans, the Parties to this Agreement shall analyze the draft or approved UPWP, TIP, LRTP, or Corridor or Subarea studies, or amendments thereto. Based upon the foregoing review and a consideration of other transportation related factors, the Parties to this Agreement shall as appropriate, provide written recommendations to the MPO with regard to development, amendment, and implementation of the plans, programs, and studies.
- (3) The MPO agrees that, to the maximum extent feasible, the TIP shall be consistent with the affected growth management and other relevant plans of the other Parties to this Agreement.

#### **ARTICLE 4**

#### **INTERGOVERNMENTAL COORDINATION AND REVIEW**

4.01. Coordination with Regional Planning Council. The RPC shall do the following:

- (a) Within 30 days of receipt, the RPC shall review the draft TIP, LRTP, Corridor and Subarea studies, or amendments thereto, as requested by the MPO, to identify inconsistencies between these plans and programs and applicable local government comprehensive plans adopted pursuant to Chapter 163, F.S., for counties and cities within the Metropolitan Planning Area and the adopted Strategic Regional Policy Plan.
  - (1) The Parties recognize that, pursuant to Florida law, the LRTP and the TIP of the MPO must be considered by cities and counties within the Metropolitan Planning Area in the preparation, amendment, and update/revision of their comprehensive plans. Further, the LRTP and the projects and project phases within the TIP are to be consistent with the future land use element and goals, objectives, and policies of the comprehensive plans of local governments in the Metropolitan Planning Area. Upon completion of its review of a draft TIP or LRTP, the RPC shall advise the MPO and each county or city of its findings;
  - (2) The RPC shall advise the MPO in writing of its concerns and identify those portions of the submittals which need to be reevaluated and potentially modified if the RPC review identifies inconsistencies between the draft TIP or LRTP and local comprehensive plans; and
  - (3) Upon final adoption of the proposed TIP, LRTP, Corridor and Subarea studies, or amendments thereto, the MPO may request that the RPC consider adoption of regional transportation goals, objectives, and policies in the Strategic Regional Policy Plan implementing the adopted TIP, LRTP, Corridor and Subarea studies, or amendments thereto. If the proposed plan, program, or study, or amendments

thereto, was the subject of previous adverse comment by the RPC, the MPO will identify the change in the final adopted plan intended to resolve the adverse comment, or alternatively, the MPO shall identify the reason for not amending the plan as suggested by the RPC.

- (b) Provide the availability of the conflict and dispute resolution process as set forth in Article 5 of this Agreement.

## **ARTICLE 5**

### **CONFLICT AND DISPUTE RESOLUTION PROCESS**

5.01. Disputes and conflicts under this Agreement. This process shall apply to conflicts and disputes relating to matters subject to this Agreement, or conflicts arising from the performance of this Agreement. Except as otherwise provided in this Article 5, only representatives of a party to this Agreement with conflicts or disputes shall engage in conflict resolution.

5.02. 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:

Department: District Director for Planning and Programs

MPO: Hernando/Citrus Metropolitan Planning Organization (MPO) Chair

RPC: Tampa Bay Regional Planning Council Chair

Hernando County Board of County Commissioners Chair

Citrus County Board of County Commissioners Chair

5.03. Resolution by senior agency official. If the conflict remains unresolved, the conflict shall be resolved by the officials listed on section 5.02 of this Agreement, with the exception of the Department's listed official, which for purposes of this section 5.03 shall be the District Secretary.

5.04. Resolution by the Office of the Governor. If the conflict is not resolved through conflict resolution pursuant to sections 5.01, 5.02, and 5.03 of this Agreement, the affected parties shall petition the Executive Office of the Governor for resolution of the conflict pursuant to its procedures. Resolution of the conflict by the Executive Office of the Governor shall be binding on the affected parties.

## **ARTICLE 6**

### **MISCELLANEOUS PROVISION**

6.01. Constitutional or statutory duties and responsibilities of parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the Parties. In addition, this Agreement does not relieve any of the Parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the Parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

6.02. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all Parties hereto with the same formalities as the original Agreement.

6.03. Duration; withdrawal procedure.

- (a) Duration. This Agreement shall have a term of five (5) years and the Parties hereto shall examine the terms hereof and agree to amend the provisions or reaffirm the same in a timely manner. However, the failure to amend or to reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.
- (b) Withdrawal procedure. With the exception of the MPO, any party to this Agreement may withdraw after presenting in written form a notice of intent to withdraw to the other Parties to this Agreement, at least ninety (90) days prior to the intended date of withdrawal; provided, that financial commitments made prior to withdrawal are effective and binding for their full term and amount regardless of withdrawal.

6.04. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested, to the officials identified for each party in section 5.02 of this agreement.

A party may unilaterally change its address or addressee by giving notice in writing to the other Parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

6.05. Interpretation.

- (a) Drafters of Agreement. All Parties to this Agreement were each represented by, or afforded the opportunity for representation by legal counsel, and participated in the drafting of this Agreement and in the choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.
- (b) Severability. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.
- (c) Rules of construction. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:
  - (1) The singular of any word or term includes the plural;
  - (2) The masculine gender includes the feminine gender; and
  - (3) The word "shall" is mandatory, and "may" is permissive.

6.06. Attorney's Fees. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own costs and attorney's fees in connection with such proceeding.

6.07. Agreement execution; use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

6.08. Effective date. This Agreement shall become effective on the date last signed by the Parties hereto.

6.09. Other authority. In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is required under applicable law to enable the Parties to enter into this Agreement or to undertake the provisions set forth hereunder, or to observe, assume or carry out any of the provisions of the Agreement, said Parties will initiate and consummate, as provided by law, all actions necessary with respect to any such matters as required.

6.10. Parties not obligated to third parties. No party hereto shall be obligated or be liable hereunder to any party not a signatory to this Agreement. There are no express or intended third-party beneficiaries to this Agreement.

6.11. Rights and remedies not waived. 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 any such payment by the Department while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Department in respect of such breach or default.

6.12. Data, records, reports and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the Parties, excluding the Department, shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the MPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**INTERGOVERNMENTAL COORDINATION AND REVIEW**  
**AND**  
**PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT**

**Signed, sealed and delivered in the presence of:**

**FLORIDA DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal sufficiency

Attorney: \_\_\_\_\_

Name: \_\_\_\_\_

**INTERGOVERNMENTAL COORDINATION AND REVIEW  
AND  
PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT**

**Signed, sealed and delivered in the presence of:**

**HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION (MPO)**

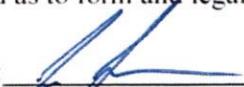
By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal sufficiency

Attorney: 

Name: Jon Joubert

**INTERGOVERNMENTAL COORDINATION AND REVIEW  
AND  
PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT**

**Signed, sealed and delivered in the presence of:**

**TAMPA BAY REGIONAL PLANNING COUNCIL**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal sufficiency

Attorney: \_\_\_\_\_

Name: \_\_\_\_\_

**INTERGOVERNMENTAL COORDINATION AND REVIEW  
AND  
PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT**

**Signed, sealed and delivered in the presence of:**

**HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal sufficiency

Attorney:  \_\_\_\_\_

Name: Jon Jouben \_\_\_\_\_

**INTERGOVERNMENTAL COORDINATION AND REVIEW  
AND  
PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT**

**Signed, sealed and delivered in the presence of:**

**CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal sufficiency

Attorney: \_\_\_\_\_

Name: \_\_\_\_\_

**INTERGOVERNMENTAL COORDINATION AND REVIEW  
AND**

**PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT**

THIS INTERGOVERNMENTAL COORDINATION AND REVIEW AND PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT is made and entered into on this 10<sup>th</sup> day of February, 2025, ~~2024~~, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION (Department); the Hernando/Citrus Metropolitan Planning Organization (MPO) Board; the Tampa Bay Regional Planning Council (RPC); the Hernando County Board of County Commissioners; and the Citrus County Board of County Commissioners; collectively referred to as the Parties.

**RECITALS**

WHEREAS, the Federal Government, under the authority of 23 United States Code (USC) § 134 and 49 USC § 5303 and any subsequent applicable amendments, requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process in designated urbanized areas to develop and implement plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, 23 USC § 134, 49 USC § 5303, and Section 339.175, Florida Statutes (F.S.), provide for the creation of metropolitan planning organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, 23 Code of Federal Regulations (CFR) § 450 requires that the State, the Metropolitan Planning Organization, and the operators of publicly owned transportation systems shall enter into an agreement clearly identifying the responsibilities for cooperatively carrying out such transportation planning (including multimodal, systems-level corridor and subarea planning studies pursuant to 23 CFR § 450) and programming;

WHEREAS, pursuant to Section 20.23, F.S., the Department has been created by the State of Florida, and the Department has the powers and duties relating to transportation, as outlined in Section 334.044, F.S.;

WHEREAS, pursuant to 23 USC § 134, 49 USC § 5303, 23 CFR § 450, and Section 339.175 F.S., the Hernando/Citrus Metropolitan Planning Organization (MPO), herein after referred to as the MPO, has been designated and its membership apportioned by the Governor of the State of Florida, with the agreement of the affected units of general purpose local government, to organize and establish the Metropolitan Planning Organization;

WHEREAS, pursuant to Section 339.175 F.S., the MPO shall execute and maintain an agreement with the metropolitan and regional intergovernmental coordination and review agencies serving the Metropolitan Planning Area;

WHEREAS, the agreement must describe the means by which activities will be coordinated and specify how transportation planning and programming will be part of the comprehensively planned development of the Metropolitan Planning Area;

WHEREAS, pursuant to Section 186.505, F.S., the RPC is to review plans of metropolitan planning organizations to identify inconsistencies between those agencies' plans and applicable local government comprehensive plans adopted pursuant to Chapter 163, F.S.;

WHEREAS, the RPC, pursuant to Section 186.507, F.S., is required to prepare a Strategic Regional Policy Plan, which will contain regional goals and policies that address regional transportation issues;

WHEREAS, based on the RPC statutory mandate to identify inconsistencies between plans of metropolitan planning organizations and applicable local government comprehensive plans, and to prepare and adopt a Strategic Regional Policy Plan, the RPC is appropriately situated to assist in the intergovernmental coordination of the transportation planning process;

WHEREAS, pursuant to Section 186.509, F.S., the RPC has adopted a conflict and dispute resolution process;

WHEREAS, the purpose of the dispute resolution process is to reconcile differences in planning and growth management issues between local governments, regional agencies, and private interests;

WHEREAS, the Parties hereto have determined that the voluntary dispute resolution process can be useful in resolving conflicts and disputes arising in the transportation planning process;

WHEREAS, pursuant to 23 CFR § 450 and Section 339.175, F.S., the MPO must execute and maintain an agreement with the operators of public transportation systems, including transit systems, commuter rail systems, airports, seaports, and spaceports, describing the means by which activities will be coordinated and specifying how public transit, commuter rail, aviation, and seaport planning (including multimodal, systems-level corridor and subarea planning studies pursuant to 23 CFR § 450) and programming will be part of the comprehensively planned development of the Metropolitan Planning Area;

WHEREAS, it is in the public interest that the MPO, operators of public transportation systems, including transit systems, commuter rail systems, port and aviation authorities, jointly pledge their intention to cooperatively participate in the planning and programming of transportation improvements within this Metropolitan Planning Area;

WHEREAS, the Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement, dated July 15, 2014, is hereby replaced and superseded in its entirety by this Agreement.

WHEREAS, the undersigned Parties have determined that this Agreement satisfies the requirements of and is consistent with 23 CFR § 450 and Section 339.175, F.S.; and

WHEREAS, the Parties to this Agreement desire to participate cooperatively in the performance, on a continuing basis, of a cooperative, and comprehensive transportation planning process to assure that highway facilities, transit systems, bicycle and pedestrian facilities, rail systems, air transportation, and other facilities will be located and developed in relation to the overall plan of community development.

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

## **ARTICLE 1**

### **RECITALS AND DEFINITIONS**

1.01. **Recitals.** Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.

1.02. **Definitions.** The following words when used in this Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

- (a) **Agreement** means this instrument, as may be amended from time to time.
- (b) **Corridor or Subarea Study** means studies involving major investment decisions or as otherwise identified in 23 CFR § 450.
- (c) **Department** means the Florida Department of Transportation, an agency of the State of Florida, created pursuant to Section 20.23, F.S.
- (d) **FHWA** means the Federal Highway Administration.
- (e) **Long Range Transportation Plan (LRTP)** means the 20-year transportation planning horizon which identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation activities; and, in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by 23 USC § 134, 49 USC § 5303, 23 CFR § 450, and Section 339.175, F.S.
- (f) **Metropolitan Planning Area** means the planning area as determined by agreement between the MPO and the Governor for the urbanized areas designated by the United States Bureau of the Census as described in 23 USC § 134, 49 USC § 5303, and Section 339.175, F.S., and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Metropolitan Planning Organization's planning authority.
- (g) **Metropolitan Planning Organization (MPO)** means the Hernando/Citrus Metropolitan Planning Organization (MPO) formed pursuant to Interlocal Agreement as described in 23 USC § 134, 49 USC § 5303, and Section 339.175, F.S. This may also be referred to as a Transportation Planning Organization (TPO).
- (h) **Regional Planning Council (RPC)** means the Tampa Bay Regional Planning Council (RPC) created pursuant to Section 186.504, F.S., and identified in Rule 29H-1.001, F.A.C.
- (i) **Transportation Improvement Program (TIP)** means the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long Range Transportation Plan, developed pursuant to 23 USC §§ 134 and 450, 49 USC § 5303, and Section 339.175, F.S.
- (j) **Unified Planning Work Program (UPWP)** means a biennial program developed in cooperation with the Department and public transportation providers, that identifies the

planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, as required by 23 CFR § 450.308(c), and Section 339.175, F.S.

## **ARTICLE 2**

### **PURPOSE**

2.01. Coordination with public transportation system operators. This Agreement is to provide for cooperation between the Parties in the development and preparation of the UPWP, the TIP, the LRTP, and any applicable Corridor or Subarea Studies.

2.02. Intergovernmental coordination; Regional Planning Council. Further, this Agreement is to provide a process through the RPC for intergovernmental coordination and review and identification of inconsistencies between proposed MPO transportation plans and local government comprehensive plans adopted pursuant to Chapter 163, F.S., and reviewed by the Division of Community Development within the Florida Department of Economic Opportunity.

2.03. Dispute resolution. This Agreement also provides a process for conflict and dispute resolution through the RPC.

## **ARTICLE 3**

### **COOPERATIVE PROCEDURES FOR PLANNING AND PROGRAMMING WITH OPERATORS OF PUBLIC TRANSPORTATION SYSTEMS**

3.01. Cooperation with operators of public transportation systems; coordination with local government approved comprehensive plans.

- (a) The MPO shall cooperate with the Hernando County Board of County Commissioners and the Citrus County Board of County Commissioners to optimize the planning and programming of an integrated and balanced intermodal transportation system for the Metropolitan Planning Area.
- (b) The MPO shall implement a continuing, cooperative, and comprehensive transportation planning process that is consistent, to the maximum extent feasible, with port and aviation master plans, and public transit development plans of the units of local governments whose boundaries are within the Metropolitan Planning Area.
- (c) As a means towards achievement of the goals in paragraphs (a) and (b) and in an effort to coordinate intermodal transportation planning and programming, the MPO may include, but shall include if within a transportation management area, as part of its membership officials of agencies that administer or operate major modes or systems of transportation, including but not limited to transit operators, sponsors of major local airports, maritime ports, and rail operators per Federal regulations. The representatives of the major modes or systems of transportation may be accorded voting or non-voting advisor status. In the Metropolitan Planning Area if authorities or agencies are created by law to perform transportation functions and are not under the jurisdiction of a general purpose local government represented on the MPO, the MPO may request the Governor to designate said authority or agency as a voting member of the MPO in accordance with the requirements of Section 339.175, F.S. If the new member would significantly alter local government representation in the MPO, the MPO shall propose a revised apportionment plan to the Governor to ensure voting

membership on the MPO to be an elected official representing public transit authorities which have been, or may be, created by law.

The MPO shall ensure that representatives of ports, transit authorities, rail authorities, and airports within the Metropolitan Planning Area are provided membership on the MPO Technical Advisory Committee.

3.02. Preparation of transportation related plans.

- (a) Although the adoption or approval of the UPWP, the TIP, and the LRTP is the responsibility of the MPO, development of such plans or programs shall be viewed as a cooperative effort involving the Parties to this Agreement. In developing its plans and programs, the MPO shall solicit the comments and recommendations of the other Parties to this Agreement in the preparation of such plans and programs.
- (b) When preparing the UPWP, the TIP, or the LRTP, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO shall provide notice to all other Parties to this Agreement to advise them of the scope of the work to be undertaken and inviting comment and participation in the development process. The MPO shall ensure that the chief operating officials of the other Parties receive written notice at least 15 days prior to the date of all public workshops and hearings, or within the specified number of days per MPO bylaws or public participation plan, relating to the development of such plans and programs.
- (c) Local government comprehensive plans.
  - (1) In developing the TIP, the LRTP, or Corridor or Subarea studies, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO and Transportation Authorities shall review for consistency for each local government in the Metropolitan Planning Area:
    - (i) each comprehensive plan's future land use element;
    - (ii) the goals, objectives, and policies of each comprehensive plan; and
    - (iii) the zoning, of each local government in the Metropolitan Planning Area.
  - (2) Based upon the foregoing review and in consideration of other relevant growth management plans, the MPO and Transportation Authorities shall provide written recommendations to local governments in the Metropolitan Planning Area in the development, amendment, and implementation of their comprehensive plans. A copy of the recommendations shall be sent to the RPC.
  - (3) The MPO agrees that, to the maximum extent feasible, the LRTP and the projects and project-phases within the TIP shall be consistent with the future land use element and the goals, objectives, and policies of each comprehensive plan of the local governments in the Metropolitan Planning Area. If the MPO's TIP is inconsistent with a local government's comprehensive plan, the MPO shall so indicate, and the MPO shall present, as part of the TIP, justification for including the project in the program.
- (d) Multi-modal transportation agency plans.

- (1) In developing the TIP, the LRTP, or Corridor or Subarea studies, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO shall analyze the master plans of the Transportation Authorities. Based upon the foregoing review and a consideration of other transportation related factors, the MPO, shall from time to time and as appropriate, provide recommendations to the other Parties to this Agreement as well as local governments within the Metropolitan Planning Area, for the development, amendment, and implementation of their master, development, or comprehensive plans.
- (2) In developing or revising their respective master, development, or comprehensive plans, the Parties to this Agreement shall analyze the draft or approved UPWP, TIP, LRTP, or Corridor or Subarea studies, or amendments thereto. Based upon the foregoing review and a consideration of other transportation related factors, the Parties to this Agreement shall as appropriate, provide written recommendations to the MPO with regard to development, amendment, and implementation of the plans, programs, and studies.
- (3) The MPO agrees that, to the maximum extent feasible, the TIP shall be consistent with the affected growth management and other relevant plans of the other Parties to this Agreement.

#### **ARTICLE 4**

#### **INTERGOVERNMENTAL COORDINATION AND REVIEW**

4.01. Coordination with Regional Planning Council. The RPC shall do the following:

- (a) Within 30 days of receipt, the RPC shall review the draft TIP, LRTP, Corridor and Subarea studies, or amendments thereto, as requested by the MPO, to identify inconsistencies between these plans and programs and applicable local government comprehensive plans adopted pursuant to Chapter 163, F.S., for counties and cities within the Metropolitan Planning Area and the adopted Strategic Regional Policy Plan.
  - (1) The Parties recognize that, pursuant to Florida law, the LRTP and the TIP of the MPO must be considered by cities and counties within the Metropolitan Planning Area in the preparation, amendment, and update/revision of their comprehensive plans. Further, the LRTP and the projects and project phases within the TIP are to be consistent with the future land use element and goals, objectives, and policies of the comprehensive plans of local governments in the Metropolitan Planning Area. Upon completion of its review of a draft TIP or LRTP, the RPC shall advise the MPO and each county or city of its findings;
  - (2) The RPC shall advise the MPO in writing of its concerns and identify those portions of the submittals which need to be reevaluated and potentially modified if the RPC review identifies inconsistencies between the draft TIP or LRTP and local comprehensive plans; and
  - (3) Upon final adoption of the proposed TIP, LRTP, Corridor and Subarea studies, or amendments thereto, the MPO may request that the RPC consider adoption of regional transportation goals, objectives, and policies in the Strategic Regional Policy Plan implementing the adopted TIP, LRTP, Corridor and Subarea studies, or amendments thereto. If the proposed plan, program, or study, or amendments

thereto, was the subject of previous adverse comment by the RPC, the MPO will identify the change in the final adopted plan intended to resolve the adverse comment, or alternatively, the MPO shall identify the reason for not amending the plan as suggested by the RPC.

- (b) Provide the availability of the conflict and dispute resolution process as set forth in Article 5 of this Agreement.

## **ARTICLE 5**

### **CONFLICT AND DISPUTE RESOLUTION PROCESS**

5.01. Disputes and conflicts under this Agreement. This process shall apply to conflicts and disputes relating to matters subject to this Agreement, or conflicts arising from the performance of this Agreement. Except as otherwise provided in this Article 5, only representatives of a party to this Agreement with conflicts or disputes shall engage in conflict resolution.

5.02. 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:

Department: District Director for Planning and Programs

MPO: Hernando/Citrus Metropolitan Planning Organization (MPO) Chair

RPC: Tampa Bay Regional Planning Council Chair

Hernando County Board of County Commissioners Chair

Citrus County Board of County Commissioners Chair

5.03. Resolution by senior agency official. If the conflict remains unresolved, the conflict shall be resolved by the officials listed on section 5.02 of this Agreement, with the exception of the Department's listed official, which for purposes of this section 5.03 shall be the District Secretary.

5.04. Resolution by the Office of the Governor. If the conflict is not resolved through conflict resolution pursuant to sections 5.01, 5.02, and 5.03 of this Agreement, the affected parties shall petition the Executive Office of the Governor for resolution of the conflict pursuant to its procedures. Resolution of the conflict by the Executive Office of the Governor shall be binding on the affected parties.

## **ARTICLE 6**

### **MISCELLANEOUS PROVISION**

6.01. Constitutional or statutory duties and responsibilities of parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the Parties. In addition, this Agreement does not relieve any of the Parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the Parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

6.02. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all Parties hereto with the same formalities as the original Agreement.

6.03. Duration; withdrawal procedure.

- (a) Duration. This Agreement shall have a term of five (5) years and the Parties hereto shall examine the terms hereof and agree to amend the provisions or reaffirm the same in a timely manner. However, the failure to amend or to reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.
- (b) Withdrawal procedure. With the exception of the MPO, any party to this Agreement may withdraw after presenting in written form a notice of intent to withdraw to the other Parties to this Agreement, at least ninety (90) days prior to the intended date of withdrawal; provided, that financial commitments made prior to withdrawal are effective and binding for their full term and amount regardless of withdrawal.

6.04. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested, to the officials identified for each party in section 5.02 of this agreement.

A party may unilaterally change its address or addressee by giving notice in writing to the other Parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

6.05. Interpretation.

- (a) Drafters of Agreement. All Parties to this Agreement were each represented by, or afforded the opportunity for representation by legal counsel, and participated in the drafting of this Agreement and in the choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.
- (b) Severability. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.
- (c) Rules of construction. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:
  - (1) The singular of any word or term includes the plural;
  - (2) The masculine gender includes the feminine gender; and
  - (3) The word "shall" is mandatory, and "may" is permissive.

6.06. Attorney's Fees. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own costs and attorney's fees in connection with such proceeding.

6.07. Agreement execution; use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

6.08. Effective date. This Agreement shall become effective on the date last signed by the Parties hereto.

6.09. Other authority. In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is required under applicable law to enable the Parties to enter into this Agreement or to undertake the provisions set forth hereunder, or to observe, assume or carry out any of the provisions of the Agreement, said Parties will initiate and consummate, as provided by law, all actions necessary with respect to any such matters as required.

6.10. Parties not obligated to third parties. No party hereto shall be obligated or be liable hereunder to any party not a signatory to this Agreement. There are no express or intended third-party beneficiaries to this Agreement.

6.11. Rights and remedies not waived. 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 any such payment by the Department while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Department in respect of such breach or default.

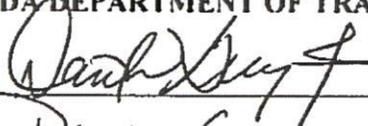
6.12. Data, records, reports and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the Parties, excluding the Department, shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the MPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**INTERGOVERNMENTAL COORDINATION AND REVIEW  
AND  
PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT**

525-010-03  
POLICY PLANNING  
OGC - 10/20  
Page 10 of 14

Signed, sealed and delivered in the presence of:

FLORIDA DEPARTMENT OF TRANSPORTATION

By: 

Name: DAVID GUZMAN

Title: DISTRICT SECRETARY

Date: 11/12/24

Approved as to form and legal sufficiency

Attorney: 

Name: Martin D Hernandez

**INTERGOVERNMENTAL COORDINATION AND REVIEW  
AND  
PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT**

**Signed, sealed and delivered in the presence of:**

**HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION (MPO)**

By: 

Name: Jerry Campbell

Title: Chairman

Date: 5-2-2024

Approved as to form and legal sufficiency

Attorney: 

Name: Jon Joubert

**INTERGOVERNMENTAL COORDINATION AND REVIEW  
AND  
PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT**

Signed, sealed and delivered in the presence of:

**TAMPA BAY REGIONAL PLANNING COUNCIL**

By: Wren G. Krahl

Name: Wren G. Krahl

Title: Executive Director

Date: 2/10/25

Approved as to form and legal sufficiency

Attorney: Jance M. McLean

Name: JANCE M. McLEAN

**INTERGOVERNMENTAL COORDINATION AND REVIEW  
AND  
PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT**

**Signed, sealed and delivered in the presence of:**

**HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS**

By: EH

Name: Elizabeth Narverud

Title: Chairperson

Date: October 22, 2024



Approved as to form and legal sufficiency

Attorney: [Signature]

Name: Jon Jouben

INTERGOVERNMENTAL COORDINATION AND REVIEW  
AND  
PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT

Signed, sealed and delivered in the presence of:

CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS

By: 

Name: Holly L. Davis

Title: Chairman

Date: 6/11/2024

**APPROVED**

JUN 11 2024

**BOARD OF COUNTY  
COMMISSIONERS**

Approved as to form and legal sufficiency

Attorney: 

Name: Denise A. Dymond Lyn



## AGENDA ITEM

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### TITLE

Resolution to Adopt the Unified Planning Work Program (UPWP) for Fiscal Year 2025 - Fiscal Year 2026 and Approve Planning Organization Agreement #G2V07

### BRIEF OVERVIEW

Attached is Resolution 2024-3 to adopt the Unified Planning Work Program (UPWP) for July 1, 2024, through June 30, 2026 (Fiscal Year 2025 through Fiscal Year 2026). Additionally, attached as provided by the Florida Department of Transportation (FDOT), is the associated Planning Agreement #G2V07 between FDOT and the Hernando/Citrus MPO. As required by the Federal Highway Administration (FHWA) and the Florida Department of Transportation (FDOT), the UPWP document is created every two years and updated in the second year. The UPWP defines work tasks of the Metropolitan Planning Organization's (MPO) transportation planning efforts for each of the two years including the proposed budget expenditures and revenue sources.

The total budget for the two-year program is required to be prepared without reflecting carry-forward that will be available in the 2nd year from remaining funds from Fiscal Year 2024. The two-year program is reflecting the funding allocation from the FDOT for "PL" funding in the amounts of \$697,924 for FY 2025 and \$705,133 for FY 2026, a total two-year program in the amount of \$1,403,057. Through the use of transportation development credits also known as toll revenue credits, the FDOT 'soft matches' the federal allocation in the amount of \$309,450. Additionally, in accordance with the federal requirements, 2.5% of each MPO's PL contract allocation, a minimum of \$35,077 for this MPO, is set aside for Complete Streets planning.

The funding amounts reflected for Transportation Disadvantaged planning grants are provided by the Florida Commission for the Transportation Disadvantaged (CTD). Hernando County's allocation for FY 2025 is \$26,591 and Citrus County's allocation for FY 2025 is \$25,645. The same amounts are used to conservatively estimate the FY 2026 budgets for Transportation Disadvantaged planning services, respectively.

Pursuant to federal and state requirements, a draft UPWP for FY 2025-FY 2026 was submitted to the FDOT on March 15, 2024. Review comments provided from the FDOT and the Federal Highway Administration are reflected in the appendices of the attached draft. The Federal Highway Administration's critical comments served to reiterate important or 'critical' requirements and the items denoted were reflected in the March 15 submittal, as applicable and required. The checklists were notated with MPO responses and are also attached.

Pursuant to the Public Participation Plan a 30-day public review period is required. The public review period began March 27, 2024, and the draft UPWP is available online at: [www.hernandocitrusmpo.us](http://www.hernandocitrusmpo.us) <<http://www.hernandocitrusmpo.us>>.

On March 28, 2024, the MPO's Technical Advisory Committee, Citizens Advisory Committee,

and Bicycle Pedestrian Advisory Committee conducted public meetings and voted to recommend the MPO Board approve the FY 2025-FY 2026 UPWP.

**FINANCIAL IMPACT**

The UPWP is funded via federal and state grants. The eligible expenses are approved and budgeted in the Hernando County budget in the MPO’s Fund #1031. Each quarter invoices are sent to FDOT and the CTD for reimbursement of expenses at 100%. There is no local match for eligible expenses related to the grant funding due to the ‘soft match’ provided by the FDOT.

**LEGAL NOTE**

Pursuant to Chapter 339, Florida Statutes, the MPO Board has the authority to take the recommended action.

**RECOMMENDATION**

It is recommended the Hernando/Citrus Metropolitan Planning Organization (MPO) Board adopt the Unified Planning Work Program for FY 2025-FY 2026 and authorize the MPO Chair to execute the following required documents and transmitting them to FDOT by May 15, 2024:

- Resolution 2024-3 approving the FY 2025-FY 2026 UPWP; and,
- Florida Department of Transportation Statements and Assurances for:
  - Debarment & Suspension,
  - Lobbying Certification for Grants, Loans, and Cooperative Agreements,
  - Disadvantaged Business Enterprise Utilization,
  - Title VI Nondiscrimination Assurance, and
  - Appendices A and E;
- UPWP Authentication Statement; and the
- UPWP FY 2025-FY 2026 funding agreement #G2V07 in the amount of \$1,403,057.

<b>RESULT:</b>	<b>ADOPTED</b>
<b>MOVER:</b>	Jeff Kinnard
<b>SECONDER:</b>	Rebecca Bays
<b>AYES:</b>	Allocco, Kinnard, McBride, Champion, Bell, Bays, Hawkins, Campbell and Holmes
<b>ABSENT:</b>	Narverud, Schlabach and Meek



# HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION

## UNIFIED PLANNING WORK PROGRAM (UPWP)

STATE FISCAL YEARS 2025-2026

Effective: July 1, 2024-June 30, 2026

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Draft Submission Date: March 15, 2024 (Revised April 22, 2024)  
Scheduled for Adoption: May 2, 2024

The UPWP was prepared by:  
Hernando/Citrus Metropolitan Planning Organization  
789 Providence Boulevard  
Brooksville, Florida 34601  
Telephone: 352-754-4082  
Email: [MPO@hernandocounty.us](mailto:MPO@hernandocounty.us)  
Website: [www.HernandoCitrusMPO.us](http://www.HernandoCitrusMPO.us)

Catalogue of Federal Domestic Assistance (CFDA) Numbers:  
20.205 Highway Planning Construction Grant Federal Highway Administration  
20.505 Federal Transit Technical Studies Grant (Metropolitan Planning)  
FHWA Federal Aid Number: FAP 0412-062-M, Contract #G2V07  
FPN: 439335-5-14-01

Funded Jointly By:  
Federal Highway Administration (FHWA)  
Federal Transit Administration (FTA)  
Florida Department of Transportation (FDOT)  
Hernando County Board of County Commissioners  
Citrus County Board of County Commissioners

The preparation of this report has been financed in part through grants from the Federal Highway Administration and Federal Transit Administration, and U.S. Department of Transportation under the State Planning and Research Program, Section 505 [or Metropolitan Planning Program] Section 104(f) of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views of the U.S. Department of Transportation.

### Statement of Non-Discrimination

**The Hernando/Citrus Metropolitan Planning Organization processes, programs and plans comply with the public involvement procedures of Title VI and subsequent directives which state:**

“No persons in the United States shall, on the grounds of race, color, national origin, age, sex, disability, or family status, or place of origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal, financial assistance.”

### UPWP FY2025-FY2026 – REVISION HISTORY

Date	Revision #	Change Type	Explanation of the change

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# SECTION 1 - COST ANALYSIS CERTIFICATION

*[This page reserved for FDOT Cost Certification Form.]*

## SECTION 2 - INTRODUCTION

### Definition and Purpose of the UPWP

The Unified Planning Work Program (UPWP) is a statement of work identifying the planning priorities and activities to be conducted within a metropolitan planning area. The UPWP, at a minimum, includes a description of the planning work and resulting products, who will perform the work, timeframes for completing the work, and the source(s) of funds (23 CFR 450.104).

The UPWP is required as a basis and condition for federal funding assistance by the planning regulations of the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA). The planning activities in the UPWP must also follow a **Continuing**, **Cooperative** and **Comprehensive** ('3C') transportation process and be in full compliance with Title 23 United States Code (USC), Sections 134 (Metropolitan Transportation Planning), 135 (Statewide Transportation Planning), Title 49 (Public Transportation) Chapter 53, and Florida Statutes (F.S.) Chapter 339.175(9).

### Overview of MPO's Comprehensive Transportation Planning Activities

The U.S. Department of Transportation (USDOT) requires the MPO to carry out a **Continuing**, **Cooperative** and **Comprehensive** (3C) transportation process.

**Continuing:** Planning must be maintained as an ongoing activity and addresses both short-term needs and a long-term vision,

**Cooperative:** The process must include the entire region and all partners through a public participation process, and

**Comprehensive:** The process must cover all modes of transportation and consistent with local plans and priorities.

A summary of planning activities, budget, and matching funds for the two-year period are provided within this document. The UPWP encompasses the transportation planning projects to be performed within the Hernando/Citrus Metropolitan Planning Organization (MPO) study area which includes both the Spring Hill Urbanized Area in Hernando County and the Homosassa Springs – Beverly Hills – Citrus Springs Urbanized Area in Citrus County. The UPWP includes work during the timeframe of July 1, 2024 (FY 2025), through June 30, 2026 (FY 2026).

Significant growth is expected in both Hernando and Citrus counties over the next 20 years. The population and employment forecasts, developed for the 2045 LRTP, estimated that Hernando County will have a population increase of 52% by 2045 and an employment increase of 50%. Citrus County's population is expected to increase by 41% by 2045 with an employment increase of 35%.

While the population and employment will be growing, the MPO faces declining transportation revenue from state and federal sources, which is a trend that is likely to continue. Anticipated revenue shortfalls will present challenges in the programming and implementation of needed transportation projects.

The Hernando/Citrus MPO has established a set of goals, objectives, and performance measures, within the LRTP, to provide a basis for performance-based planning that will best serve the community and environment currently and for the future.

These goals are:

**Safety:** Increase safety for the users of the counties' transportation system.

**Preservation:** Preserve and maintain transportation infrastructure and transit assets.

**Intermodal:** Maintain existing transportation system.

**Economy:** Support economic development.

**Mobility:** Provide for the multi-modal mobility needs of the community.

**Livability:** Preserve, and where possible, enhance social, cultural, physical, and environmental values.

The UPWP provides a description and estimated budget for specific planning tasks to be undertaken by the MPO. Planning tasks programmed in the UPWP reflect the services anticipated to meet local priorities and be consistent with the requirements of FHWA, FTA and the Florida Department of Transportation (FDOT).

The federal and state governments provide funding to support the MPO through FDOT and the Florida Commission for Transportation Disadvantaged (CTD), including the following primary funding sources: FHWA (Combined Planning (PL) and FTA Section 5305(d) funds), and the CTD Transportation Disadvantaged grant. FDOT is fulfilling the required 18.07% non-federal share (also known as a soft match) in the combined FHWA/FTA grant by using Transportation Development Credits as permitted by 23 CFR 120(i) and FTA C 8100.1D.

## 2050 Long-Range Transportation Plan (LRTP)

The Long-Range Transportation Plan (LRTP) is one of the most important projects that the MPO undertakes. It addresses the state and federal planning requirements that are the MPO's responsibility to carry-out a long-range and comprehensive planning process. The 2045 LRTP was adopted by the MPO Board on December 4, 2019.

The development of the 2050 LRTP began in Fiscal Year 2023 using a multi-phased scope approach to its development. The 2050 LRTP has a target date for adoption of October 3, 2024 (deadline is December 4, 2024). The MPO has been working closely with its general planning consultants, FDOT District 7 and the Sun Coast Transportation Alliance (SCTPA) on its 2050 LRTP content and elements for consistency with local comprehensive plans of its member jurisdictions, state, and federal requirements for long-range transportation planning. The 2050 LRTP will be presented to the MPO's Technical Advisory Committee, Citizen Advisory Committee, and Bicycle/Pedestrian Advisory Committee throughout its multi-phased development for public engagement opportunities as addressed in the Public Participation Plan. Funding is reflected in Task 1 of this UPWP to finalize the 2050 LRTP for adoption.

## Transportation Improvement Program (TIP)

The MPO produces the five-year Transportation Improvement Program (TIP) and ensures coordination between the FDOT Work Program, the MPO's Long-Range Transportation Plan (LRTP), and the Hernando and Citrus transit agencies for reflecting capital improvement programs (CIP) of the respective county and transit systems, and city governments in the MPO area. The TIP is updated on an annual basis and allocates funding to projects. The List of Priority Projects (LOPP) is reflected in the TIP. Funding is contained in the budget tables under Task 2 to reflect the activities associated with the development the annual TIP.

## Unified Planning Work Program (UPWP)

A summary of planning activities, budget and matching funds for the two-year period are provided within this UPWP. The UPWP encompasses the transportation planning projects to be performed within the Hernando/Citrus Metropolitan Planning Organization (MPO) study area for both the Spring Hill Urbanized Area in Hernando County and the Homosassa Springs – Beverly Hills – Citrus Springs Urbanized Area in Citrus County. The UPWP includes work during the timeframe of July 1, 2024 (FY 2025), through June 30, 2026 (FY 2026). Work involved in the development, amending, or modifying the UPWP is contained in Task 3.

## Public Participation Plan (PPP)

The Hernando/Citrus Metropolitan Planning Organization (MPO) Public Participation Plan (PPP) was last updated on December 7, 2023. The plan is periodically reviewed to ensure consistency with applicable regulations and changes are made when necessary. The Hernando/Citrus MPO encourages participation by the public in the transportation planning and decision-making processes. The MPO makes every effort to ensure plans and programs are easy to understand and available for public review and participation in the processes and at meetings. Documents are available on its website. The PPP provides the citizens, public agencies, and transportation related entities, and interested parties with a reasonable opportunity to comment on the Long-Range Transportation Plan (LRTP), Transportation Improvement Program (TIP), Transportation Disadvantaged Service Plan (TDSP), the Unified Planning Work Program (UPWP), and transportation related planning and programming documents and processes. Work activities involving the updating the PPP is contained in Task 5 of the UPWP.

## Transportation Disadvantaged Local Coordinating Board (TCLCB)

The Transportation Disadvantaged Local Coordinating Boards oversee the activities of the Community Transportation Coordinators (CTC) that provide services to the transportation disadvantaged pursuant to Chapter 427, Florida Statutes. The CTC for Hernando County is Mid Florida Community Services doing business as Trans-Hernando. The CTC for Citrus County is the Citrus County Board of County Commissioners. Hernando County and Citrus County each have a Transportation Disadvantaged Local Coordinating Board (TDLCB). The MPO Board serves as the Designated Official Planning Agency (DOPA) for both Hernando County and Citrus County. The Chairs of the Transportation Disadvantaged Local Coordinating Boards are members of the County Commissions in which they serve. The TDLCB Board member positions are established by Florida Administrative Code, Rule 41-2. The TDLCB Boards are comprised of citizen and agency representatives. Funding for activities associated with the Transportation Disadvantaged Program is provided by the Florida Commission of Transportation Disadvantaged and is reflected in Tasks 3 and 5 of the UPWP.

## Special Projects and Studies

Special projects and activities that are non-recurring, such as planning studies and research in support of federal and state planning emphasis areas and MPO planning priorities, are contained in Task 5 of the UPWP. Projects in Task 5 include: congestion management, safety planning implementation and performance measurement, an ACES (Automated, Connected, Electric, Shared-Use) Vehicles Study, and, and transportation/corridor studies.

## Statement of Consolidated Grant Program Participation

The FDOT and the Hernando/Citrus MPO participate in the Consolidated Grant Program (CPG). The CPG enables FDOT, in cooperation with the MPO, FHWA, and FTA, to annually consolidate Florida's FHWA PL and FTA Section 5305(d) metropolitan planning fund allocations into a single grant that is administered by the FHWA Florida Division. These funds are annually apportioned to FDOT as the direct recipient and allocated to the MPO by FDOT utilizing formulas approved by the MPO, FDOT, FHWA, and FTA, in accordance with 23 CFR 420.109 and 49 USC Chapter 53. The FDOT is fulfilling the CPG's required 18.07% non-federal share (match) using Transportation Development Credits as permitted by 23 CFR 120(i) and FTA C 8100.1D.

## Definition of Soft Match

Section 120 of Title 23, U.S.C., permits a State to use certain toll revenue expenditures as a credit toward the non-Federal matching share of all programs authorized by Title 23 (except Emergency Relief Programs) and for transit programs authorized by Chapter 53 of Title 49, U.S.C. This is, in essence, a "soft match" provision that allows the Federal share to be increased up to 100% to the extent credits are available. The "soft match" amount utilized to match the FHWA funding in the UPWP is 18.07% of FHWA program funds for a total of \$309,450.

## Public Involvement Process for the UPWP

The development of the UPWP is consistent with the MPO's adopted Public Participation Plan (PPP) discussed on the previous page under Public Participation Plan (PPP). Pursuant to the PPP, the UPWP is reviewed by the MPO's Technical Advisory Committee, Citizens Advisory Committee, and the Bicycle/Pedestrian Advisory Committee, volunteer bodies meeting in public forums representing both a technical perspective and a citizen involvement component working together on the programming of projects.

MPO staff will respond in writing to input and comments received from the public. All comments received, including from FHWA, FTA and the FDOT will be addressed and incorporated into the final document.

Citizens are also encouraged to contact the MPO directly to express concerns for information or provide input through the following means: telephone: 352-754-4082, email: [mpo@hernandocounty.us](mailto:mpo@hernandocounty.us), website: [www.HernandoCitrusMPO.us](http://www.HernandoCitrusMPO.us) or in writing at Hernando/Citrus MPO, 789 Providence Boulevard, Brooksville, Florida 34601.

## The Federal Planning Factors

In December 2015, the Fixing America's Surface Transportation (FAST) Act was signed into law. The FAST Act identified the following ten planning factors which have been incorporated into the MPO Planning Process and this UPWP. A matrix of the Federal Planning Factors and how they are incorporated in the UPWP are identified in the following table.

*[See Federal Planning Factors Matrix on next page.]*

Federal Planning Factors		Task 1: LRTP 2050	Task 2: TIP	Task 3: Administration	Task 4: Data Development & Management	Task 5: Special Projects & Studies	Task 6: Regional Coordination	Task 7: SCTPA Support & Shared Task
1	Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;	x	x	x	x	x	x	x
2	Increase the safety of the transportation system for motorized and non-motorized users;	x	x	x	x	x	x	x
3	Increase the security of the transportation system for motorized and non-motorized users;	x	x	x	x	x	x	x
4	Increase accessibility and mobility of people and freight;	x	x		x	x	x	x
5	Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;	x	x		x	x	x	x
6	Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;	x	x		x	x	x	x
7	Promote efficient system management and operation;	x	x	x	x	x	x	
8	Emphasize the preservation of the existing transportation system;	x	x	x	x	x	x	x
9	Improve the resilience and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation; and	x	x		x	x	x	
10	Enhance travel and tourism.	x	x	x	x	x	x	x

In addition to the planning factors mentioned above, MAP-21 required that State DOTs and MPOs conduct performance-based planning by tracking performance measures and setting data-driven targets to improve those measures. Performance-based planning ensures the most efficient investment of federal transportation funds by increasing accountability, transparency, and providing for better investment decisions that focus on key outcomes related to national goals which include:

- Improving Safety
- Maintaining Infrastructure Condition
- Reducing Traffic Congestion
- Improving the Efficiency of the System and Freight Movement
- Protecting the Environment
- Reducing Delays in Project Delivery

The FAST Act supplemented the MAP-21 legislation by establishing timelines for State DOTs and MPOs to comply with the requirements of MAP-21. State DOTs are required to establish statewide targets and MPOs have the option to support the statewide targets or adopt their own.

On November 15, 2021, the Infrastructure Investment and Jobs Act (IIJA) was signed into law. This legislation carries forward the policies, programs, and initiatives established by preceding legislation (FAST Act and MAP-21) to maintain and improve the nation's surface transportation system. The IIJA carries forward and expands on these policies and introduces new policies and programs that address new and emerging issues that face the nation's transportation system. These issues include mitigating impacts to existing infrastructure due to climate change, developing and maintaining system resiliency, ensuring equity, researching, and deploying new technologies, and improving safety for all users.

### Federal Planning Emphasis Areas

The FHWA and FTA issued Planning Emphasis Areas (PEA) in 2021. They actively encourage MPOs and the states to develop and identify work tasks associated with the PEAs in their UPWP's. The Federal Planning Emphasis Areas are as follows:

1. **Tackling the Climate Crisis – Transition to a Clean Energy Resilient Future:** Federal Highway Administration (FHWA) divisions and Federal Transit Administration (FTA) regional offices should work with State departments of transportation (State DOT), metropolitan planning organizations (MPO), and providers of public transportation to ensure that our transportation plans and infrastructure investments help achieve the national greenhouse gas reduction goals of 50-52 percent below 2005 levels by 2030, and net-zero emissions by 2050, and increase resilience to extreme weather events and other disasters resulting from the increasing effects of climate change. Field offices should encourage State DOTs and MPOs to use the transportation planning process to accelerate the transition toward electric and other alternative fueled vehicles, plan for a sustainable infrastructure system that works for all users and undertake actions to prepare for and adapt to the impacts of climate change.

Appropriate Unified Planning Work Program projects include identifying the barriers to and opportunities for deployment of fueling and charging infrastructure; evaluating opportunities to reduce green-house gas emissions by reducing single-occupancy vehicle trips and increasing access to public transportation, shift to lower emission modes of transportation; and identifying transportation system vulnerabilities to climate change impacts and evaluating potential solutions.

2. **Equity and Justice in Transportation Planning:** FHWA Division and FTA regional offices should work with State DOTs, MPOs, and providers of public transportation to advance racial equity and support for underserved and disadvantaged communities. This will help ensure public involvement in the planning process and that plans and strategies reflect various perspectives, concerns, and priorities from impacted areas. We encourage the use of strategies that: (1) improve infrastructure for non-motorized travel, public transportation access, and increased public transportation service in underserved communities; (2) plan for the safety of all road users, particularly those on arterials, through infrastructure improvements and advanced speed management; (3) reduce single-occupancy vehicle travel and associated air pollution in communities near high-volume corridors; (4) offer reduced public transportation fares as appropriate; (5) target demand-response service towards communities with higher concentrations of older adults and those with poor access to essential services; and (6) consider equitable and sustainable practices while developing transit-oriented development including affordable housing strategies and consideration of environmental justice populations. Executive Order 13985 (Advancing Racial Equity and Support for Underserved Communities) defines the term "equity" as the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals

who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons, Asian 4 3 Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality. The term “underserved communities” refers to populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life, as exemplified by the list in the preceding definition of “equity.” In addition, Executive Order 14008 and M-21-28 provides a whole-of-government approach to advancing environmental justice by stating that 40 percent of Federal investments flow to disadvantaged communities. FHWA Division and FTA regional offices should work with State DOTs, MPOs, and providers of public transportation to review current and new metropolitan transportation plans to advance Federal investments to disadvantaged communities.

To accomplish both initiatives, our joint planning processes should support State and MPO goals for economic opportunity in disadvantaged communities that have been historically marginalized and overburdened by pollution and underinvestment in housing, transportation, water and wastewater infrastructure, recreation, and health care.

3. **Complete Streets:** Complete Streets is an approach to planning, designing, building, operating, and maintaining streets that enables safe access for all people who need to use them, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities.

FHWA division and FTA regional offices works with State DOTs, MPOs, and providers of public transportation to review current policies, rules, and procedures to determine their impact on safety for all road users. The work includes provisions for safety in future transportation infrastructure.

A complete street is safe, and feels safe, for everyone using the street. FHWA and FTA seek to help Federal aid recipients plan, develop, and operate streets and networks that prioritize safety, comfort, and access to destinations for people who use the street network, including pedestrians, bicyclists, transit riders, micro-mobility users, freight delivery services, and motorists. The goal is to provide an equitable and safe transportation network for travelers of all ages and abilities, including those from marginalized communities facing historic disinvestment. This vision is not achieved through a one-size-fits-all solution – each complete street is unique and developed to best serve its community context and its primary role in the network.

Per the National Highway Traffic Safety Administration’s 2020 data, 65.9 percent of the motor vehicle crashes that resulted in pedestrian fatalities took place on arterials. Arterials tend to be designed for vehicle movement rather than mobility for non-motorized users and often lack convenient and safe crossing opportunities. They can function as barriers to a safe travel network for road users outside of vehicles.

To be considered complete, these roads should include safe pedestrian facilities, safe transit stops (if present), and safe crossing opportunities on an interval necessary for accessing destinations. A safe and complete network for bicycles can also be achieved through a safe and comfortable bicycle facility located on the roadway, adjacent to the road, or on a nearby parallel corridor. Jurisdictions will be encouraged to prioritize safety improvements and speed management on arterials that are essential to

creating complete travel networks for those without access to single-occupancy vehicles.

4. **Public Involvement:** Early, effective, and continuous public involvement brings diverse viewpoints into the decision-making process. FHWA and FTA regional offices should encourage MPOs, State DOTs, and providers of public transportation to increase meaningful public involvement in transportation planning by integrating Virtual Public Involvement (VPI) tools into the overall public involvement approach while ensuring continued public participation by individuals without access to computers and mobile devices. The use of VPI broadens the reach of information to the public and makes participation more convenient and affordable to greater numbers of people. Virtual tools provide increased transparency and access to transportation planning activities and decision-making processes. Many virtual tools also provide information in visual and interactive formats that enhance public and stakeholder understanding of proposed plans, programs, and projects. Increasing participation earlier in the process can reduce project delays and lower staff time and costs.
  
5. **Strategic Highway Network (STRAHNET)/UD Department of Defense (DOD) Coordination:** FHWA and FTA regional offices should encourage MPOs and State DOTs to coordinate with representatives from DOD in the transportation planning and project programming process on infrastructure and connectivity needs for STRAHNET routes and other public roads that connect to DOD facilities. According to the Declaration of Policy in 23 U.S.C. 101(b)(1), it is in the national interest to accelerate construction of the Federal-aid highway system, including the Dwight D. Eisenhower National System of Interstate and Defense Highways, because many of the highways (or portions of the highways) are inadequate to meet the needs of national and civil defense. The DOD's facilities include military bases, ports, and depots. The road networks that provide access and connections to these facilities are essential to national security. The 64,200-mile STRAHNET system consists of public highways that provide access, continuity, and emergency transportation of personnel and equipment in times of peace and war. It includes the entire 48,482 miles of the Dwight D. Eisenhower National System of Interstate and Defense Highways and 14,000 miles of other non-Interstate public highways on the National Highway System. The STRAHNET also contains approximately 1,800 miles of connector routes linking more than two hundred (200) military installations and ports to the primary highway system. The DOD's facilities are also often major employers in a region, generating substantial volumes of commuter and freight traffic on the transportation network and around entry points to the military facilities. Stakeholders are encouraged to review the STRAHNET maps and recent Power Project Platform (PPP) studies. These can be a useful resource in the State and MPO areas covered by these route analyses.
  
6. **Federal Land Management Agency (FLMA) Coordination:** FHWA division and FTA regional offices should encourage MPOs and State DOTs to coordinate with FLMAs in the transportation planning and project programming process on infrastructure and connectivity needs related to access routes and other public roads and transportation services that connect to Federal lands. Through joint coordination, the State DOTs, MPOs, Tribal Governments, FLMAs, and local agencies should focus on integration of their transportation planning activities and develop cross-cutting State and MPO long range transportation plans, programs, and corridor studies, as well as the Office of Federal Lands Highway's developed transportation plans and programs. Agencies should explore opportunities to leverage transportation funding to support access and transportation needs of FLMAs before transportation projects are programmed in the Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP). Each State must consider the concerns of FLMAs that have jurisdiction over land within the boundaries of the State (23 CFR 450.208(a)(3)). MPO's must appropriately involve FLMAs in the development of the metropolitan transportation plan

and the TIP (23 CFR 450.316(d)). Additionally, the Tribal Transportation Program, Federal Lands Transportation Program, and the Federal Lands Access Program TIPs must be included in the STIP, directly or by reference, after FHWA approval in accordance with 23 U.S.C. 2011 (23 CFR 450.218I).

7. **Planning and Environmental Linkages (PEL):** FHWA Division and FTA regional offices should encourage State DOTs, MPOs and Public Transportation Agencies to implement PEL as part of the transportation planning and environmental review processes. The use of PEL is a collaborative and integrated approach to transportation decision-making that considers environmental, community, and economic goals early in the transportation planning process, and uses the information, analysis, and products developed during planning to inform the environmental review process. PEL leads to interagency relationship building among planning, resource, and regulatory agencies in the early stages of planning to inform and improve project delivery timeframes, including minimizing duplication and creating one cohesive flow of information. This results in transportation programs and projects that serve the community’s transportation needs more effectively while avoiding and minimizing the impacts on human and natural resources.
  
8. **Data in Transportation Planning:** To address the emerging topic areas of data sharing, needs, and analytics, FHWA and FTA regional offices should encourage State DOTs, MPOs, and providers of public transportation to incorporate data sharing and consideration into the transportation planning process, because data assets have value across multiple programs. Data sharing principles and data management can be used for a variety of issues, such as freight, bike and pedestrian planning, equity analyses, managing curb space, performance management, travel time reliability, connected and autonomous vehicles, mobility services, and safety. Developing and advancing data sharing principles allows for efficient use of resources and improved policy and decision-making at the State, MPO, regional, and local levels for all parties.

The Federal Planning Emphasis Areas are addressed in the work plan tasks as follows:

UPWP Tasks	Federal Planning Emphasis Areas (1-8)							
	1	2	3	4	5	6	7	8
1 Long-Range Transportation Plan	X	X	X	X	X	X	X	X
2 Transportation Improvement Plan	X	X	X	X	X	X	X	X
3 Administration	X	X	X	X	X	X	X	X
4 Data Development & Management	X	X	X	X	X	X	X	X
5 Special Projects & Studies	X	X	X	X	X	X	X	X
6 Regional Coordination	X	X	X	X	X	X	X	X
7 SCTPA Support & Shared Resources	X	X	X	X	X	X	X	X

**Florida Planning Emphasis Areas**

The FDOT Office of Policy Planning develops Planning Emphasis Areas on a two-year cycle in coordination with the development of Unified Planning Work Programs by the metropolitan planning organizations. Emphasis areas set planning priorities, support the Florida Transportation Plan (FTP), and give importance to topic areas which MPOs are encouraged to address as they develop their planning programs. Implementation of the goals of the FTP requires embracing innovation; extensive collaboration across jurisdictions, modes, and disciplines; an emphasis on customer service; data and performance feedback; and strategic investments for the efficient and effective allocation of resources.

- **Safety:** The Florida Transportation Plan and the State's Strategic Highway Safety Plan place top priority on safety, with a state target of zero traffic fatalities and serious injuries. In addition to adopting safety targets, the MPOs must show how their Long-Range Transportation Plan (LRTP) and priority projects in their Transportation Improvement Program (TIP) support progress toward those targets. The UPWP should consider enhancements to data analyses and community involvement to better inform the identification and prioritization of safety projects.
- **Equity:** Executive Order 14008 Tackling the Climate Crisis at Home and Abroad, created the "Justice40 Initiative" that aims to deliver 40 percent of the overall benefits of relevant federal investments to disadvantaged communities. This initiative supports Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, outlines federal policy and defines equity as the consistent and systematic fair, just and impartial treatment of individuals. The Florida Transportation Plan seeks transportation choices that improve accessibility and equity by including a key strategy to enhance affordable transportation, service, and information access options for all ages and abilities throughout underserved communities. The MPOs are key to identifying and implementing improvements based on data-driven project prioritization that considers not only impacts of transportation projects on a community, but also benefits of projects that can enhance opportunities for a community. The UPWP should address approaches to furthering transportation equity.
- **Resilience:** With the passage of the FAST Act, resilience was introduced as a federal planning factor: "Improve the resilience and reliability of the transportation system and mitigate stormwater impacts of surface transportation." Resilience is defined as the ability to adapt to changing conditions and prepare for, withstand, and recover from disruption. These conditions can encompass a wide variety of environmental, technological, economic, or social impacts.

MPOs can address resilience within their planning processes by leveraging tools such as the FHWA Resilience and Transportation Planning guide and the FDOT Quick Guide: Incorporating Resilience in the MPO LRTP. It should be noted that while these documents focus primarily on the development of MPO LRTPs and TIPs, addressing resilience should be a consideration within every planning document prepared by an MPO. MPOs should place a particular emphasis on coordination with agency partners responsible for natural disaster risk reduction, or who may be developing local resilience planning initiatives. Additionally, MPOs should consider the additional costs associated with reducing vulnerability of the existing transportation infrastructure. Proactive resilience planning will help the MPO develop planning documents that are ultimately more realistic and cost-effective.

- **Emerging Mobility:** Advances in communication and automation technology result in new mobility options, ranging from automated and connected transport, electric vehicles, ridesharing, and micro-mobility to flying cars and space travel. These changes may be disruptive and transformational, with impacts to safety, vehicle ownership, travel capacity, vehicle miles traveled, land-use, transportation design, future investment demands, supply chain logistics, economy, and the workforce. Implementation of the goals of the Florida Transportation Plan can be furthered through both the transformation of major corridors and hubs and the expansion of transportation infrastructure to embrace and support the adoption of emerging mobility.

The UPWP recognizes the important influence of emerging mobility of the multimodal transportation system and include related planning studies, collaboration efforts, research, or other activities.

#### Attainment Statement

The Hernando/Citrus MPO is in attainment for air quality.

## SECTION 3 - MPO ORGANIZATION AND MANAGEMENT

The Hernando County MPO was formed in 1992 following the designation of the Spring Hill Urbanized Area. In 2014, the newly created Homosassa Springs – Beverly Hills – Citrus Springs Urbanized Area was included in the redesignated, reapportioned, and renamed Hernando/Citrus MPO. The MPO study area includes the jurisdictional boundaries of both Hernando County and Citrus County. On November 2, 2023, pursuant to the 2020 Census, the Hernando/Citrus MPO Apportionment Plan was adopted by the MPO Board. The urbanized boundary lines are being adjusted based upon the 2020 Census, but the MPO Board structure remains the same as changes were not necessary.

Hernando and Citrus counties are in the central part of Florida on the west coast commonly known as the nature coast. A map of the metropolitan planning boundary area is shown below.



Participants and their role in the development of the Unified Planning Work Program are reflected below.

### Metropolitan Planning Organization (MPO) Board

The MPO Board consists of nine (9) voting members representing five (5) local governments and one non-voting representative from the FDOT. The Board is comprised of local elected officials and has the responsibility to develop and adopt plans, and to recommend improvement priorities for the transportation system. As of February 1, 2024, the MPO Board includes the following representatives of the member jurisdictions:

**Hernando County, Florida**

Commissioner Jerry Campbell, Chair  
 Commissioner Elizabeth Narverud  
 Commissioner John Allocco  
 Commissioner Steve Champion  
 Commissioner Brian Hawkins, Alternate

**Citrus County, Florida**

Commissioner Jeff Kinnard, Vice Chair  
 Commissioner Ruthie Davis Schlabach  
 Commissioner Rebecca Bays, Alternate

**City of Brooksville in Hernando County, Florida**

Mayor Blake Bell  
 Council Member Christa Tanner, Alternate

**City of Crystal River in Citrus County, Florida**

Mayor Joe Meek  
 Council Member Robert Holmes, Alternate  
 Council Member Ken Brown, Alternate

**City of Inverness in Citrus County, Florida**

Council Member Cabot McBride  
 Council Member Gene Davis, Alternate

**Hernando/Citrus MPO Executive Director**

Robert M. Esposito

**Florida Department of Transportation, Nonvoting Advisor**

David Gwynn P.E., Secretary, District 7

The MPO staff consists of an Executive Director, MPO Coordinator, and an Executive Assistant. General planning consultants serve as an extension of staff by contract.

**MPO Agreements**

The following agreements exist between for the Hernando/Citrus Metropolitan Planning Organization:

- Interlocal Agreement for Creation of the MPO; No Expiration-Review Every 5 Years  
 Agreement between Hernando County, Citrus County, City of Brooksville, City of Crystal River, City of Inverness, and the Florida Department of Transportation to create the MPO (Approved 6/18/2014)
- Intergovernmental Coordination and Review, and Public Transportation Coordination Agreement (ICAR); No Expiration, Period Reviews  
 An intergovernmental agreement with the Florida Department of Transportation, the Hernando/Citrus MPO, the Tampa Bay Area Regional Transit Authority (TBARTA), the Regional Planning Council, Hernando County Board of County Commissioners, and the Citrus County Board of County Commissioners (Approved 7/15/14)

- Interlocal Agreement for Local Agency Planning (LAP); Expires March 12, 2025  
Interlocal Agreement between Hernando County, City of Brooksville, and the MPO regarding LAP funding program application authority and administration. Hernando County is the Local Agency Program (LAP) Administrator (Approved 3/12/20)
- Fifth Amended and Restated Interlocal Agreement for Regional Transportation Planning in West Central Florida; No Expiration Date  
Agreement created the West Central Florida Metropolitan Planning Organizations Chairs Coordinating Committee (now known as Sun Coast Transportation Planning Alliance (SCTPA)); (Approved 2/13/20)
- Administrative Services Agreement with Hernando County, Florida - No Expiration  
An interlocal agreement between the MPO and the Hernando County Board of County Commissioners for the provision of professional, technical, administrative, fiscal management and clerical support services, and supplies, equipment, and office space (Approved 7/22/14).
- Agreement Between Citrus County, Hernando County, and the Hernando/Citrus Metropolitan Planning Organization - No Expiration  
An interlocal funding agreement to provide the MPO with funds to help manage the continuous, cooperative, and comprehensive metropolitan planning process (Approved 8/19/2021)
- Planning Activities for Administering the Transportation Disadvantaged Local Coordinating Program for Hernando County for Fiscal Year 2024/25 (Contract Expires 6/30/25)
- Planning Activities Contract for Administering the Transportation Disadvantaged Local Coordinating Program for Citrus County for Fiscal Year 2024/25 (Contract Expires 6/30/25)
- Consolidated Planning Grant FY 2024-FY 2025 (Contract #G2V07); Expires June 30, 2026

### Operational Procedures and Bylaws

The Hernando/Citrus MPO is an independent, separate legal entity authorized pursuant to Florida Statutes, Chapter 339. The MPO Board conducts itself pursuant to Chapter 139, F.S., and by-laws that were adopted on July 15, 2014, and amended on February 1, 2024.

The MPO has a Continuity of Operations Plan (COOP) which was updated on August 25, 2023, and is reviewed annually. The COOP was developed to implement and maintain continuity of operations upon an adverse condition impeding otherwise normal operations. The COOP complies with applicable internal agency policy, local and state regulations, and supports recommendations provided in the Federal Emergency Management Agency's (FEMA) Federal Preparedness Circular 65.

### Certifications and Assurances

The attached Appendix E includes the following certifications:

- Disadvantaged Business Enterprise Utilization
- Debarment and Suspension Certification
- Lobbying Certification for Grants, Loans, and Cooperative Agreements
- Title VI/Nondiscrimination Assurances

### Indirect Cost Rates

The Hernando/Citrus MPO does not utilize an indirect cost rate.

## SECTION 4 - UPWP PLANNING TASKS

To facilitate the activities and continue to conduct a successful 3-C (Comprehensive, Cooperative, and Continuing) work program, the following work tasks have been included in this UPWP.

- Task 1: Long-Range Transportation Plan 2050 (LRTP)**  
Includes work related to the development and maintenance of the Long-Range Transportation Plan (LRTP), performance management, as well as the Efficient Transportation Decision Making Process (ETDM).
- Task 2: Transportation Improvement Program (TIP)**  
Includes development of the annual Transportation Improvement Program (TIP) and Priority Project development process and reviews of impacts to the transportation system.
- Task 3: Administration**  
Identifies all administrative functions to carry out the continuous, cooperative, and comprehensive transportation planning process for the MPO area.
- Task 4: Data Development and Management**  
Includes the collection and analysis of socioeconomic, traffic, crash, land use, and other transportation related data on a continuing basis to document changes within the MPO transportation area.
- Task 5: Special Projects & Studies**  
Identifies all short-term projects and/or planning studies deemed reasonable and necessary for the MPO for state and federal consistency in preparation of its plans and in support of the goals and objectives of its plans.
- Task 6: Regional Coordination**  
Identifies the funds allocated for staff and consultants to participate and coordinate on regional transportation planning activities.
- Task 7: SCTPA Support & Shared Task**  
Identifies the funds allocated to Forward Pinellas in support of the Sun Coast Transportation Planning Alliance (SCTPA) for regional planning activities.

Each task is contained in its own section beginning on the next page. Additionally, a budget estimate is included in each task that identifies the level of work by the following types:

- A. Personnel Salaries and fringe benefits. Fringe includes retirement, FICA, health insurance, workers compensation, and life insurance.
- B. Consultant Costs for services in support of MPO planning activities.
- C. Costs for travel related to MPO activities including local, state, and regional meetings, workshops, and training activities.
- D. Direct Expenses - Costs for public notices, office/operating supplies, computer software/hardware equipment, copier lease/printing, postage, organizational professional dues, insurance, and other related office expenses deemed necessary and reasonable in the performance of the MPO. *Note: Any equipment purchase that is equal to or greater than \$5,000 must require the pre-approval of FDOT and the Federal Highway Administration per Section 200 of Title 2, USC.*

## Task 1: 2050 Long-Range Transportation Plan (LRTP)

**Purpose** - The Long-Range Transportation Plan is the 20-year transportation planning horizon which identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation activities; and, in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by Title 23 USC §134(i), Title 49 USC §5303/5305, Title 23 CFR §450.322, and Section 339.175(7), Florida Statutes.

**Previous Work** - Development with consultant services on the 2050 Long-Range Transportation Plan began in late 2022 and continued throughout 2023. Performance measures and targets including safety were adopted. Conducted public outreach through board and committee meetings.

### Responsible Agency(s) and Completion of Work: Hernando/Citrus MPO

Consultants will assist with these tasks. FHWA, FTA, and other funds may be used in support of these tasks (lobbying is an ineligible expense for federal funds). All projects are consistent with federal and state regulations and detailed in invoices submitted to the FDOT for reimbursement.

Task 1 Activities	End Product	Completion Date
Finalize the 2050 LRTP, including, but not limited to data collection and analysis; goals, objectives, regional needs assessment, and performance measures, environmental coordination, transportation projects to be included for partner agencies; public involvement, creation of GIS layers. Coordination with FDOT and member jurisdictions. (Consultant services will be utilized.)	2050 LRTP Adoption	December 2024
Process amendments to the LRTP. (Consultant services will be utilized.)	LRTP Amendments	June 2026
Participate with the Sun Coast Transportation Planning Alliance (SCTPA) in the Regional Transportation Analysis (RTA) process, the Transportation Management Area (TMA), and the Transportation Review Team (TRT) activities associated with the long-range transportation plan. (Consultant services will be utilized.)	Regional Coordination thru Meeting Attendance & Participation in Activities	June 2026
Coordinate with funding and implementing agencies regarding the LRTP's congestion management and Intelligent Transportation Systems (ITS) improvements for consistency with the adopted regional architecture. (Consultant services will be utilized.)	Regional Coordination thru Meeting Attendance & Participation in Activities	June 2026
Participate in the review of enhancements to the Tampa Bay Regional Planning Model as part of the MPO's Technical Review Team (TRT) responsibilities. (Consultant services will be utilized.)	Consistency in Regional Data in Plans and Programs	June 2026
Participate in air quality review and monitoring. (Consultant services will be utilized.)	Air Quality Monitoring	June 2026
Attend Efficient Transportation Decision Making (ETDM) forums.	Efficient Decision Making	June 2026
Perform bicycle/pedestrian master plan updates. (Consultant services will be utilized.)	Updated Master Plans	June 2026
Conduct Automated, Connected, Electric, Shared (ACES) Study for the MPO area. (Consultant services will be utilized for this task.)	ACES Study	June 2026
Environmental coordination as part of the LRTP amendment process. (Consultant services will be utilized for this task.)	LRTP Consistency	June 2026
Continue to implement and update the Complete Streets program. Note: The MPO will utilize a minimum of 2.5% of its PL allocation towards this effort. (Consultant services will be utilized.)	Implementation of Complete Streets strategies in Planning Documents	June 2026
Continue to update and implement the Congestion Management Strategies. (Consultant services will be utilized.)	Implementation of Congestion Management Strategies in Planning Documents	June 2026

[Task 1 - LRTP is continued on next page.]

Task 1 Long-Range Transportation Plan (LRTP)		
2025		
Funding Source	FHWA	2025 Total
Contract Number	G2V07PL	
Source Level	PL	
Personnel (salary and benefits)	\$ 9,229	\$ 9,229
Consultant*	\$ 108,377	\$ 108,377
<b>2025 Totals</b>	<b>\$ 117,606</b>	<b>\$ 117,606</b>
2026		
Funding Source	FHWA	2026 Total
Contract Number	G2V07PL	
Source	PL	
Personnel (salary and benefits)	\$ 9,612	\$ 9,612
Consultant*	\$ 96,636	\$ 96,636
<b>2026 Totals</b>	<b>\$ 106,248</b>	<b>\$ 106,248</b>

	FY 2025 & 2026 TOTAL
Personnel (salary and benefits)	\$ 18,841
Consultant*	\$ 205,013
Travel	\$ -
Direct Expenses	\$ -
Indirect Expenses	\$ -
Supplies	\$ -
Equipment	\$ -
<b>Total</b>	<b>\$ 223,854</b>

	FY 2025 & 2026 TOTAL De-Obligated Funds
<b>Total</b>	<b>\$ 223,854</b>
Total De-ob. Funds (PL)	\$ -
Total De-ob. (Other Source)	\$ -
<b>Sub-Total (less the de-obligated funds)</b>	<b>\$ 223,854</b>

Note: No funding was de-obligated from UPWP FY 2023-FY 2024.

\*These PL funds satisfy the requirements for the 2.5% PL set aside for Complete Streets planning. [Section 11206 (b)]. The total amount of funds used by the MPO for Complete Streets planning for FY 2024/25 is \$17,448 of \$697,924 and for FY 2025/26 is \$17,629 of \$705,133. The Long-Range Transportation Plan achieves the requirements for Complete Streets planning as described in Section 11206 Increasing Safe and Accessible Transportation Options of the Infrastructure Investment and Jobs Act (IIJA). [Section 11206]

## Task 2: Transportation Improvement Program (TIP)

**Purpose** - The Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a metropolitan planning organization consistent with the Long-Range Transportation Plan, and pursuant to Titles 23 USC §134(j), 49 USC §5303/5305, 23 CFR §450.324 and Section 339.175(8), F.S. Amendments and modifications to the TIP are performed as needed or required.

**Previous Work** - The Transportation Improvement Plan for FY2024-FY2028 was adopted on June 1, 2023, and subsequently amended on October 5, 2023, and November 2, 2023. The Transportation Improvement Plan reflects for Hernando and Citrus counties and is inclusive of the List of Priority Projects, capital improvement projects, transportation disadvantaged programs, and transit-related projects.

### Responsible Agency(s) and Completion of Work: Hernando/Citrus MPO

Consultants will assist with these tasks. FHWA, FTA, and other funds may be used in support of these tasks (lobbying is an ineligible expense for federal funds). All projects are consistent with federal and state regulations and detailed in invoices submitted to the FDOT for reimbursement.

Task 2 Activities	End Product	Completion Date
Prepare the FY2025-2029 Transportation Improvement Program (TIP) including the List of Priority Projects. (Consultant services will be utilized.)	Adopted TIP	July 2025
Prepare the FY2026-2030 TIP including the List of Priority Projects. (Consultant services will be utilized.)	Adopted TIP	June 2026
Review FDOT Five-Year Work Program for consistency with the LRTP and adopted priorities of the MPO Board. (Consultant services will be utilized.)	5-Year Work Program Consistent with LRTP	June 2026
Participate in regional air quality planning activities. (Consultant services will be utilized.)	Ensuring Air Quality Standards are Being Met	June 2026
Participate with local and regional aviation & seaport planning activities, including attending meetings and providing input on plans. (Consultant services will be utilized.)	Master Plan Consistency with the LRTP	June 2026
Intelligent Transportation System coordination with member jurisdictions and FDOT. (Consultant services will be utilized.)	RITSA Data Updated	June 2026
Manage TIP project priorities with FDOT District 7 and the SCTPA coordination process.	Regional TIP Priority Project Consistency	June 2026
Amendments to TIPs as needed. (Consultant services will be utilized.)	Amended TIPs	June 2026
Develop and implement green house gas strategies, targets, performance measures as required. (Consultant services will be utilized.)	Development of Performance Standards & Metrics	June 2026
Annually Update the List of Priority Projects (LOPP) using the ETDM principles	Updated Annual LOPP	June 2026
Annually update data pertaining to performance measures including safety. (Consultants will be utilized.)	Adopted Performance Measures	June 2026

*Task 2 - TIP is continued on next page.]*

Task 2 Transportation Improvement Plan (TIP)		
2025		
Funding Source	FHWA	2025 Total
Contract Number	G2V07PL	
Source Level	PL	
Personnel (salary and benefits)	\$ 12,069	\$ 12,069
Consultant	\$ 30,000	\$ 30,000
<b>2025 Totals</b>	<b>\$ 42,069</b>	<b>\$ 42,069</b>
2026		
Funding Source	FHWA	2026 Total
Contract Number	G2V07PL	
Source	PL	
Personnel (salary and benefits)	\$ 12,570	\$ 12,570
Consultant	\$ 70,000	\$ 70,000
<b>2026 Totals</b>	<b>\$ 82,570</b>	<b>\$ 82,570</b>

	FY 2025 & 2026 TOTAL
Personnel (salary and benefits)	\$ 24,639
Consultant	\$ 100,000
Travel	\$ -
Direct Expenses	\$ -
Indirect Expenses	\$ -
Supplies	\$ -
Equipment	\$ -
<b>Total</b>	<b>\$ 124,639</b>

	FY 2025 & 2026 TOTAL De-Obligated Funds
<b>Total</b>	<b>\$ 124,639</b>
Total De-ob. Funds (PL)	\$ -
Total De-ob. (Other Source)	\$ -
<b>Sub-Total (less the de-obligated funds)</b>	<b>\$ 124,639</b>

Note: No funding was de-obligated from UPWP FY 2023-FY 2024.

## Task 3: Administration

**Purpose** - To responsibly manage and carry out the continuous, cooperative, and comprehensive metropolitan transportation planning process for the MPO. This task includes public involvement activities and administrative support for MPO planning and programs in general and to the MPO Board and its committees and boards, and its Federal, State, and local partners, as needed.

**Previous Work** - Staff performed required and necessary administrative activities for the MPO, the MPO Board, and its advisory committees [Technical Advisory Committee (TAC), Citizens Advisory Committee (CAC) and Bicycle/Pedestrian Advisory Committee (BPAC)]; participated in required audits, submitted invoices and reports; executed required statements of certification and agreements; pursued new grant opportunities; administered grants and grant applications; amended and updated the prior UPWP, developed the MPO budget for inclusion in the Hernando County budget, and updated the MPO's Continuity of Operations Plan (COOP) on August 25, 2023. Additionally, the MPO staff updated the Hernando/Citrus MPO planning area for the updated Apportionment Plan adopted by the MPO Board on November 2, 2023, participated with Hernando County in the bid and selection process for general planning consultants for the MPO, and completed the annual FDOT Certification process.

Local, state, and federal partners were included in the appropriate planning projects such as the Long-Range planning documents, the Transportation Improvement Plan, and special projects involving traffic counts and analysis. Staff attended meetings of the statewide Florida Metropolitan Planning Partnership, Metropolitan Planning Organization Advisory Council (MPOAC), regional Sun Coast Transportation Planning Alliance (SCTPA), and participated in the planning and administrative meetings involving the MPO's programs. More information concerning the SCTPA can be found in Tasks 6 and 7.

Resources were provided to recruit and engage the public in an open, cooperative, and collaborative process to provide opportunities for participation and project prioritization process in accordance with the adopted Public Participation Plan (PPP) which includes compliance with the American Disability Act (ADA). The PPP was recently updated and approved by the MPO Board on December 7, 2023. The Title VI Policy and Limited English Proficiency Plan (LEP) were updated and adopted in December of 2022.

### **Responsible Agency(s) and Completion of Work: Hernando/Citrus MPO**

Consultants will assist with these tasks. FHWA, FTA, and other funds may be used in support of these tasks (lobbying is an ineligible expense for federal funds). All projects are consistent with federal and state regulations and detailed in invoices submitted to the FDOT for reimbursement.

*[Task 3 - Administration is continued on next page.]*

### Task 3: Administration (*Continued*)

Task 3 Activities	End Product	Completion Date
Process Amendments and Modifications to the FY 2025-FY 2026 adopted UPWP. (Consultant services may be utilized).	Amended UPWP	June 2026
Develop the FY 2027-FY 2028 UPWP. (Consultant services may be utilized.)	Adopted UPWP	June 2026
Performing financial activities including: reconciliation of ledgers, project/time tracking, Single Audit Act/audit reports, UPWP and County budgetary preparation, financial and fiscal recordkeeping, preparation of grant invoices, processing, and reporting, procurement of goods and services, insurance, professional services, legal counsel, travel, communication (computers, wireless, cell phone, internet), postage, rental/lease of buildings and equipment (copier), printing costs, software licensing, public notice ads, procurement and replacement of non-capital equipment including audio/visual or electronic, organizational dues/memberships (no membership will be for an individual), educational/training activities, contract monitoring, payment of invoices, personnel services, and coordination of activities pursuant to the Staff Services Agreement.	Progress Reports and Invoices for MPO Operating in Conformance with Local, State, and Federal Requirements	June 2026
Attend workshops, seminars, and other meetings sponsored by FHWA, FDOT, FTA, MPOAC, SCTPA, and other transportation planning partners.	Consistent MPO Management	June 2026
Perform administration functions for the MPO, MPO Board and its advisory committees including the scheduling of meetings, creation of agendas and meeting packets, preparation of agenda materials, presentations, public notice, and the necessary post-meeting follow-up activities to ensure consistency with state and federal requirements. (Consultant services may be utilized).	Public Engagement in MPO Meetings	June 2026
Perform annual joint MPO Certification with FDOT in 2025	Annual Certification	June 2025
Perform annual joint MPO Certification with FDOT in 2026	Annual Certification	June 2026
Annually update the MPO's Continuity of Operations Plan (COOP) for 2025	Updated COOP	June 2025
Annually update the MPO's Continuity of Operations Plan (COOP) for 2026	Updated COOP	June 2026
Execute, review, and administer program grants, contracts, and agreements annually which includes the Transportation Disadvantaged contracts for Citrus and Hernando Counties. (Consultant services may be utilized.)	Executed Contracts and Grants	June 2026
Monitor Notices of Funding Opportunities in order to pursue new grant opportunities to support transportation and related planning projects. (Consultant services may be utilized.)	Grant Applications	June 2026
Examine and modify/update committee bylaws, as needed.	By-laws are Updated	June 2026
Equipment purchase, lease/rental (copier) including black/white and color printing. No purchase for any one item equal to or greater than \$5,000 will occur unless approved by FDOT and FHWA.	Required Production of Documents	June 2026
Examine and modify/update program documents for consistency with federal/state regulations. (Consultants may be utilized.)	Documents are Updated	June 2026
Maintain/upgrade software and office equipment less than \$5,000 and supplies, including identification materials (signs, display materials, etc.).	Office Equipment & Supplies as Necessary and Reasonable	June 2026
Attorney services for the MPO including the review of MPO Board agenda items, legal documents, and associated legal assistance pursuant to the Staff Services Agreement.	Legal Consistency with Required Regulations	June 2026
Monthly rental/lease expense for MPO's office space.	MPO Office Space & Public Meeting Venue	June 2026
Speak at public engagements on the transportation planning processes and activities.	Public Engagement	June 2026
Update, enhance, and maintain the MPO website. (Consultant services may be utilized.)	Public Engagement	June 2026

[Task 3 - Administration is continued on next page.]

Task 3 Administration								
2025								
Funding Source	FHWA		CTD		CTD		2025 Total	
Contract Number	G2V07PL		GXXXX Citrus		GXXXX Hern			
Source Level	PL	Total	State	Total	State	Total		
Personnel (salary and benefits)	\$ 306,343	\$ 306,343	\$ 6,163	\$ 6,163	\$ 7,050	\$ 7,050	\$ 319,556	
Consultant	\$ 29,188	\$ 29,188	\$ -	\$ -	\$ -	\$ -	\$ 29,188	
Travel	\$ 976	\$ 976	\$ 400	\$ 400	\$ 400	\$ 400	\$ 1,776	
Direct Expenses	\$ 30,328	\$ 30,328	\$ 335	\$ 335	\$ 335	\$ 335	\$ 30,998	
Supplies	\$ 1,750	\$ 1,750	\$ -	\$ -	\$ -	\$ -	\$ 1,750	
Equipment	\$ 3,000	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ 3,000	
<b>2025 Totals</b>	<b>\$ 371,585</b>	<b>\$ 371,585</b>	<b>\$ 6,898</b>	<b>\$ 6,898</b>	<b>\$ 7,785</b>	<b>\$ 7,785</b>	<b>\$ 386,268</b>	
2026								
Funding Source	FHWA		CTD		CTD		2026 Total	
Contract Number	G2V07PL		GXXXX Citrus		GXXXX Hern			
Source	PL	Total	State	Total	State	Total		
Personnel (salary and benefits)	\$ 319,053	\$ 319,053	\$ 6,163	\$ 6,163	\$ 7,050	\$ 7,050	\$ 332,266	
Consultant	\$ 15,000	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ 15,000	
Travel	\$ 976	\$ 976	\$ 400	\$ 400	\$ 400	\$ 400	\$ 1,776	
Direct Expenses	\$ 30,328	\$ 30,328	\$ 335	\$ 335	\$ 335	\$ 335	\$ 30,998	
Indirect Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Supplies	\$ 1,750	\$ 1,750	\$ -	\$ -	\$ -	\$ -	\$ 1,750	
Equipment	\$ 4,500	\$ 4,500	\$ -	\$ -	\$ -	\$ -	\$ 4,500	
<b>2026 Totals</b>	<b>\$ 371,607</b>	<b>\$ 371,607</b>	<b>\$ 6,898</b>	<b>\$ 6,898</b>	<b>\$ 7,785</b>	<b>\$ 7,785</b>	<b>\$ 386,290</b>	

	FY 2025 & 2026 TOTAL
Personnel (salary and benefits)	\$ 651,822
Consultant	\$ 44,188
Travel	\$ 3,552
Direct Expenses	\$ 61,996
Indirect Expenses	\$ -
Supplies	\$ 3,500
Equipment	\$ 7,500
<b>Total</b>	<b>\$ 772,558</b>

	FY 2025 & 2026 TOTAL De-
<b>Total</b>	<b>\$ 772,558</b>
Total De-ob. Funds	\$ -
Total De-ob. (Other)	\$ -
<b>Sub-Total (less the</b>	<b>\$ 772,558</b>

Notes: No funding was de-obligated from UPWP FY 2023-FY 2024.  
 Any equipment purchase that is equal to or greater than \$5,000 must require the pre-approval of FDOT and the Federal Highway Administration per Section 200 of Title 2, USC.

## Task 4: Data Development and Management

**Purpose** - To provide the necessary data and analysis tools to support and perform the multimodal planning processes for the MPO area. Data development and management includes evaluation of the condition of the transportation network, as well as transportation related socio-economic and land use data.

**Previous Work** - Monitored traffic volume data, including link volumes and counts at major intersections. This information is used to evaluate the operating efficiency and condition of the existing classified transportation network, including the local and state-maintained systems.

**Responsible Agency(s) and Completion of Work: Hernando/Citrus MPO**

Consultants will assist with these tasks. FHWA, FTA, and other funds may be used in support of these tasks (lobbying is an ineligible expense for federal funds). All projects are consistent with federal and state regulations and detailed in invoices submitted to the FDOT for reimbursement.

Task 4 Activities	End Product	Completion Date
Develop, maintain, and/or manage data for the transportation planning processes. (Consultants will be utilized.)	Current Data	June 2026
Coordinate with Hernando and Citrus counties to perform traffic counts for the MPO study areas. (Consultant services will be utilized.)	Updated Traffic Counts	June 2026
Develop GIS Layers and maps related to existing and future roadway levels of service, conduct traffic counts, evaluate the performance measures for roadways and transit programs; identify needed improvement areas and congested corridors. (Consultant services will be utilized.)	Updated GIS Layers, Maps, and Resources	June 2026

*[Task 4 is continued on next page.]*

Task 4 Data Development & Management		
2025		
Funding Source	FHWA	2025 Total
Contract Number	G2V07PL	
Source Level	PL	
Personnel (salary and benefits)	\$ 1,420	\$ 1,420
Consultant	\$ 12,500	\$ 12,500
<b>2025 Totals</b>	<b>\$ 13,920</b>	<b>\$ 13,920</b>
2026		
Funding Source	FHWA	2026 Total
Contract Number	G2V07PL	
Source	PL	
Personnel (salary and benefits)	\$ 1,479	\$ 1,479
Consultant	\$ 62,500	\$ 62,500
<b>2026 Totals</b>	<b>\$ 63,979</b>	<b>\$ 63,979</b>

	FY 2025 & 2026 TOTAL
Personnel (salary and benefits)	\$ 2,899
Consultant	\$ 75,000
Travel	\$ -
Direct Expenses	\$ -
Indirect Expenses	\$ -
Supplies	\$ -
Equipment	\$ -
<b>Total</b>	<b>\$ 77,899</b>

	FY 2025 & 2026 TOTAL De-Obligated Funds
<b>Total</b>	<b>\$ 77,899</b>
Total De-ob. Funds (PL)	\$ -
Total De-ob. (Other Source)	\$ -
<b>Sub-Total (less the de-obligated funds)</b>	<b>\$ 77,899</b>

Note: No funding was de-obligated from UPWP FY 2023-FY 2024.

## Task 5: Special Projects & Studies

**Purpose** - To provide planning and evaluation of activities to support a secure, safe, accessible and context sensitive multimodal transportation network for all users of the system. Project planning efforts include mass transit, transportation disadvantaged services, short range planning, bicycle/pedestrian planning, and traffic analysis.

Provide planning, technical, and grant administrative assistance for the operation of fixed-route and deviated fixed-route transit. Perform major Transit Development Plan (TDP) updates in accordance with state guidelines. Incorporate TDP analysis results into the MPO's transit operations and long-range transportation process.

**Previous Work** - The MPO Board serves as the Designated Official Planning Agency (DOPA) for the Transportation Disadvantaged (TD) Programs for Hernando and Citrus Counties. The MPO assists the Commission for the Transportation Disadvantaged (CTD), the Transportation Disadvantaged Local Coordinating Boards (TDLCB), and the Community Transportation Coordinators (CTC) by optimizing services to the elderly, handicapped, and those who qualify under the Americans with Disabilities Act (ADA) and any other transportation disadvantaged individuals.

TD Planning Grants for the Hernando and Citrus TD programs were coordinated and administered by the DOPA. Included Transportation Disadvantaged Elements in the Transportation Improvement Program. Staff participated in annual training opportunities provided by the CTD. MPO staff coordinated selection of CTC for Hernando County and completed the evaluation of the Citrus County CTC.

Continuous transportation disadvantaged coordination occurred between the MPO, the Local Coordinating Boards for Hernando and Citrus Counties, and the CTC for each county. The MPO staff provided administrative support for the annual public workshops and the quarterly meetings of the Hernando County and Citrus County Local Coordinating Boards. A video demonstration for the public was created utilizing the members of the TDLCBs to demonstrate the boarding and off-boarding on vehicles. These videos are featured on the MPO's website.

Completed the Crystal River Bypass Study to analyze impacts associated with the interim termination of the Suncoast Parkway at SR 44. Continued work toward completion of Complete Streets Implementation plan.

**Responsible Agency(s) and Completion of Work: Hernando/Citrus MPO**

Consultants will assist with these tasks. FHWA, FTA, and other funds may be used in support of these tasks (lobbying is an ineligible expense for federal funds). All projects are consistent with federal and state regulations and detailed in invoices submitted to the FDOT for reimbursement.

*[Task 5 is continued on the next page.]*

## Task 5: Special Projects & Studies (Continued)

Task 5 Activities	End Product	Completion Date
Perform program management activities including coordination of planning tasks with public transit operators.	Consistency in Planning Transportation Documents	June 2026
Prepare a major update of the Citrus County Transit Development Plan (prior adoption year 2020). (Consultant services will be utilized.)	New 5-Year Transit Development Plan	September 2025
Promote public involvement which will include a focus on Environmental Justice (EJ) and community outreach in accordance with the PPP. (Consultant services will be utilized.)	Public Engagement	June 2026
Annually monitor and evaluate the performance of the Community Transportation Coordinators for Hernando and Citrus counties. (Consultant services will be utilized.)	CTC Evaluations Completed	June 2025, June 2026
Annually perform necessary grant-related support of the Transportation Disadvantaged program, meeting support, attendance at meetings, review and update of the Transportation Disadvantaged Service Plans, Grievance Processes, training, etc. (Consultant services will be utilized.)	Compliance with TD Grants	June 2026
Analyze roadway improvements consistent with the plans and programs including the analysis and preparation of support materials necessary for funding. (Consultant services will be utilized.)	Improved Roadways	June 2026
Participate in the West Central Florida Community Traffic Safety Team (CTST) regarding safety related activities.	Safety Improvements	June 2026
Pursue, apply, and administer funding sources to educate and promote transportation safety initiatives. (Consultant services may be utilized.)	Promotion of Education & Safety Initiatives	June 2026
Assist in the preparation and update of Transportation Alternatives (TA) applications. (Consultant services will be utilized.)	TA Applications	June 2026
Update Tier 1 Spreadsheet for Hernando County's Concurrency Review Process. (Consultants services will be utilized for this task.)	Tier 1 Spreadsheet	June 2026
Annually evaluate and update as necessary the Public Participation Plan. (Consultant Services may be utilized.)	Public Engagement	June 2026

Task 5 Special Projects & Studies								
2025								
Funding Source	FHWA		CTD		CTD		2025 Total	
Contract Number	G2V07PL		GXXXX Citrus		GXXXX Hern			
Source Level	PL	Total	State	Total	State	Total		
Personnel (salary and benefits)	\$ 14,557	\$ 14,557	\$ -	\$ -	\$ -	\$ -	\$ 14,557	
Consultant	\$ 121,830	\$ 121,830	\$ 18,777	\$ 18,777	\$ 18,776	\$ 18,776	\$ 159,383	
<b>2025 Totals</b>	<b>\$ 136,387</b>	<b>\$ 136,387</b>	<b>\$ 18,777</b>	<b>\$ 18,777</b>	<b>\$ 18,776</b>	<b>\$ 18,776</b>	<b>\$ 173,940</b>	
2026								
Funding Source	FHWA		CTD		CTD		2026 Total	
Contract Number	G2V07PL		GXXXX Citrus		GXXXX Hern			
Source	PL	Total	State	Total	State	Total		
Personnel (salary and benefits)	\$ 15,159	\$ 15,159	\$ -	\$ -	\$ -	\$ -	\$ 15,159	
Consultant	\$ 48,740	\$ 48,740	\$ 18,777	\$ 18,777	\$ 18,776	\$ 18,776	\$ 86,293	
<b>2026 Totals</b>	<b>\$ 63,899</b>	<b>\$ 63,899</b>	<b>\$ 18,777</b>	<b>\$ 18,777</b>	<b>\$ 18,776</b>	<b>\$ 18,776</b>	<b>\$ 101,452</b>	

	FY 2025 & 2026 TOTAL
Personnel (salary and benefits)	\$ 29,716
Consultant	\$ 245,676
Travel	\$ -
Direct Expenses	\$ -
Indirect Expenses	\$ -
Supplies	\$ -
Equipment	\$ -
<b>Total</b>	<b>\$ 275,392</b>

	FY 2025 & 2026 TOTAL
<b>Total</b>	<b>\$ 275,392</b>
Total De-ob. Funds (PL)	\$ -
Total De-ob. (Other Source)	\$ -
<b>Sub-Total (less the de-obligated funds)</b>	<b>\$ 275,392</b>

Note: No funding was de-obligated from UPWP FY 2023-FY 2024.

## Task 6: Regional Coordination

**Purpose** - Maintain and enhance the ongoing multi-county collaborative transportation planning process. Participate in regional and statewide planning activities and organizations that have an impact on the regional multimodal system. Activities in this task are district, regional, and statewide in nature and do not involve the transfer of funds between MPOs.

**Previous Work** - Participated in the meetings of the Metropolitan Planning Organization Advisory Council (MPOAC), Sun Coast Transportation Planning Alliance (SCTPA), and Regional Transportation Interagency Exchange (RTIE). Hosted the June 2023 meeting of the SCTPA meeting (an activity that is rotated among the member jurisdictions) in Tampa at the Florida Department of Transportation headquarters for District 7. Coordinated and collaborated with Pasco County MPO, Lake-Sumter MPO, and Ocala-Marion TPO on transportation-related programs, plans, priorities, and strategies.

**Responsible Agency(s) and Completion of Work:**  
Hernando/Citrus MPO Staff

Task 6 Activities	End Product	Completion Date
Participate in the Florida MPO Advisory Council activities and meetings to share best practices, conduct statewide research tasks, and stay abreast of statewide policy changes.	Consistency in Planning Practices & Programs	June 2026
Coordinate and collaborate with other MPOs/TPOs such as Pasco County MPO, Lake-Sumter MPO, and Ocala-Marion TPO on transportation-related programs, plans, priorities, and strategies.	Consistency in Regional Programs, Priorities & Documents, Strategies	June 2026
Review Transportation Regional Incentive Program (TRIP) and regional multiuse trail priorities. Prioritize candidate projects and make recommendation to the SCTPA.	Consistency in Regional Programs, Priorities & Documents	June 2026
Support regional transit planning through SCTPA, FDOT, and local agencies.	Consistency in Regional Programs, Priorities & Documents	June 2026
Perform tasks in support of the regional congestion management processes and/or regional performance measures.	Consistency in Regional Programs, Priorities & Documents	June 2026
Work with District 7 regional agencies to develop and refine regional priority lists for major projects as appropriate.	Consistency in Regional Programs, Priorities & Documents	June 2026
Provide input on the Florida Strategic Intermodal System (SIS) and FTP.	Consistency in Regional Programs, Priorities & Documents	June 2026
Participate in the Technical Review Team (TRT) for the Tampa Bay Regional Planning Model similar travel demand models.	Consistency in Regional Programs, Priorities & Documents	June 2026
Participate with the Florida Model Task Force on consistent travel demand analysis methods and technical advances statewide.	Consistency in Statewide/Regional Programs, Data & Documents	June 2026
Maintain regional multi-use trail mapping and priorities including Coast to Coast, and SUNTrail Program.	Consistency in Regional Programs, Priorities & Documents	June 2026
Participation in the regional Transportation Systems Management and Operations (TSM&O) work group.	Consistency in Regional Programs, Priorities & Documents	June 2026

Task 6 Regional Coordination			
2025			
Funding Source	FHWA		2025 Total
Contract Number	G2V07PL		
Source Level	PL	Total	
Personnel (salary and benefits)	\$ 11,357	\$ 11,357	\$ 11,357
<b>2025 Totals</b>	<b>\$ 11,357</b>	<b>\$ 11,357</b>	<b>\$ 11,357</b>
2026			
Funding Source	FHWA		2026 Total
Contract Number	G2V07PL		
Source	PL	Total	
Personnel (salary and benefits)	\$ 11,830	\$ 11,830	\$ 11,830
<b>2026 Totals</b>	<b>\$ 11,830</b>	<b>\$ 11,830</b>	<b>\$ 11,830</b>

	FY 2025 & 2026 TOTAL
Personnel (salary and benefits)	\$ 23,187
Consultant	\$ -
Travel	\$ -
Direct Expenses	\$ -
Indirect Expenses	\$ -
Supplies	\$ -
Equipment	\$ -
<b>Total</b>	<b>\$ 23,187</b>

	FY 2025 & 2026 TOTAL De-Obligated Funds
<b>Total</b>	<b>\$ 23,187</b>
Total De-ob. Funds (PL)	\$ -
Total De-ob. (Other Source)	\$ -
<b>Sub-Total (less the de-obligated funds)</b>	<b>\$ 23,187</b>

Note: No funding was de-obligated from UPWP FY 2023-FY 2024.

## Task 7: SCTPA Support and Shared Task - Includes Shared or Transferred Funds and Agreements/MOU

**Purpose** - Multi-county collaborative transportation planning requiring interlocal agreements and transfer of funds to further regional and statewide planning activities.

**Previous Work** - Regional Needs Assessment

**Responsible Agency(s) and Completion of Work:**

**Lead Agency:** Forward Pinellas

**Responsible agencies:** Hernando/Citrus MPO, Hillsborough TPO, Pasco County MPO, Sarasota/Manatee MPO, and Polk County TPO

**Stakeholders:** TBRPC, FDOT, and Other Regional/Statewide Partners

Consultants will assist with these tasks. FHWA, FTA, and other funds may be used in support of these tasks (lobbying is an ineligible expense for federal funds). All projects are consistent with federal and state regulations and detailed in invoices submitted to the FDOT for reimbursement.

Ongoing Activities		
<b>On-Going Activities</b>		
Develop Regional UPWP Task		
Participate in Sun Coast Transportation Planning Alliance (SCTPA)		
Required Activities	End Product	Completion Date
<b>Regional LRTP</b>		
Create a Regional Long-Range Transportation Plan, reflective of the individual MPO Plan.	Regional Long-Range Transportation Plan	Ongoing through FY 2026
Produce and create content materials, presentations, website, and graphics for the SCTPA	Social Media Content Production, Website Maintenance & Creation	Ongoing through FY 2026

*[Task 7 is continued on the next page.]*

7 SCTPA Support and Shared Resources		
2025		
Funding Source	FHWA	FY 2025 Total
Contract Number	G2V07PL	
Source Level	PL	
Consultant		
Forward Pinellas for SCTPA & Regional Coordination	\$ 5,000	\$ 5,000
<b>Consultant Subtotal</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>
<b>Total</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>
2026		
Funding Source	FHWA	FY 2026 Total
Contract Number	G2V07PL	
Source Level	PL	
Consultant		
Forward Pinellas for SCTPA & Regional Coordination	\$ 5,000	\$ 5,000
<b>Consultant Subtotal</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>
<b>Total</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>

7 SCTPA Detailed Breakdown			
FY 2025			
Funding Source	Transfer from		FHWA
Source Level			PL
<i>Lead Agency:</i>	<b>Forward Pinellas</b>	<b>No</b>	\$ 5,000
<i>(Other contributing Agencies)</i>	Hillsborough TPO	Yes	\$ 5,000
	Pasco County MPO	Yes	\$ 5,000
	Polk TPO	Yes	\$ 5,000
	Sarasota/Manatee	Yes	\$ 5,000
	Hernando/Citrus	Yes	\$ 5,000
<b>Subtotal</b>			<b>\$ 30,000</b>
<b>Total</b>			<b>\$ 30,000</b>
FY 2026			
Funding Source	Transfer from		FHWA
Source Level			PL
MPO Budget Reference			
<i>Lead Agency:</i>	<b>Forward Pinellas</b>	<b>No</b>	\$ 5,000
<i>(Other contributing Agencies)</i>	Hillsborough TPO	Yes	\$ 5,000
	Pasco County MPO	Yes	\$ 5,000
	Polk TPO	Yes	\$ 5,000
	Sarasota/Manatee	Yes	\$ 5,000
	Hernando/Citrus	Yes	\$ 5,000
<b>Subtotal</b>			<b>\$ 30,000</b>
<b>Total</b>			<b>\$ 30,000</b>

## APPENDIX A - FUNDING SOURCE TABLE

Funding Source

Contract	Funding Source	Source Level	2025	2026	FY 2025 Funding Source			FY 2026 Funding Source		
					Soft Match	Federal	State	Soft Match	Federal	State
					GXXXX Citrus	CTD	State	\$ 25,675	\$ 25,675	\$ -
CTD GXXXX Citrus TOTAL	\$ 25,675	\$ 25,675	\$ -	\$ -	\$ 25,675		\$ -	\$ -	\$ 25,675	
GXXXX Hern	CTD	State	\$ 26,561	\$ 26,561	\$ -	\$ -	\$ 26,561	\$ -	\$ -	\$ 26,561
CTD GXXXX Hern TOTAL		\$ 26,561	\$ 26,561	\$ -	\$ -	\$ 26,561	\$ -	\$ -	\$ 26,561	
G2V07PL PL	FHWA	PL	\$ 697,924	\$ 705,133	\$ 153,930	\$ 697,924	\$ -	\$ 155,520	\$ 705,133	\$ -
FHWA G2V07PL TOTAL		\$ 697,924	\$ 705,133	\$ 153,930	\$ 697,924	\$ -	\$ 155,520	\$ 705,133	\$ -	
<b>TOTAL</b>			<b>\$ 750,160</b>	<b>\$ 757,369</b>	<b>\$ 153,930</b>	<b>\$ 697,924</b>	<b>\$ 52,236</b>	<b>\$ 155,520</b>	<b>\$ 705,133</b>	<b>\$ 52,236</b>

## APPENDIX B - SUMMARY BUDGET BY AGENCY PARTICIPATION TABLE

**Agency Participation**

Funding Source Contract Fiscal Year Total Budget	CTD GXXXX Citrus		CTD GXXXX Hern		FHWA G2V07PL	
	2025	2026	2025	2026	2025	2026
	\$ 25,675	\$ 25,675	\$ 26,561	\$ 26,561	\$ 697,924	\$ 705,133
<b>Task 1 Long-Range Transportation Plan (LRTP)</b>						
Personnel (salary and benefits)	\$ -	\$ -	\$ -	\$ -	\$ 9,229	\$ 9,612
Consultant	\$ -	\$ -	\$ -	\$ -	\$ 108,377	\$ 96,636
Sub Total	\$ -	\$ -	\$ -	\$ -	\$ 117,606	\$ 106,248
<b>Task 2 Transportation Improvement Plan (TIP)</b>						
Personnel (salary and benefits)	\$ -	\$ -	\$ -	\$ -	\$ 12,069	\$ 12,570
Consultant	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ 70,000
Sub Total	\$ -	\$ -	\$ -	\$ -	\$ 42,069	\$ 82,570
<b>Task 3 Administration</b>						
Personnel (salary and benefits)	\$ 6,163	\$ 6,163	\$ 7,050	\$ 7,050	\$ 306,343	\$ 319,053
Consultant	\$ -	\$ -	\$ -	\$ -	\$ 29,188	\$ 15,000
Travel	\$ 400	\$ 400	\$ 400	\$ 400	\$ 976	\$ 976
Direct Expenses	\$ 335	\$ 335	\$ 335	\$ 335	\$ 30,328	\$ 30,328
Sub Total	\$ 6,898	\$ 6,898	\$ 7,785	\$ 7,785	\$ 371,585	\$ 371,607
<b>Task 4 Data Development &amp; Management</b>						
Personnel (salary and benefits)	\$ -	\$ -	\$ -	\$ -	\$ 1,420	\$ 1,479
Consultant	\$ -	\$ -	\$ -	\$ -	\$ 12,500	\$ 62,500
Sub Total	\$ -	\$ -	\$ -	\$ -	\$ 13,920	\$ 63,979
<b>Task 5 Special Projects &amp; Studies</b>						
Personnel (salary and benefits)	\$ -	\$ -	\$ -	\$ -	\$ 14,557	\$ 15,159
Consultant	\$ 18,777	\$ 18,777	\$ 18,776	\$ 18,776	\$ 121,830	\$ 48,740
Sub Total	\$ 18,777	\$ 18,777	\$ 18,776	\$ 18,776	\$ 136,387	\$ 63,899
<b>Task 6 Regional Coordination</b>						
Personnel (salary and benefits)	\$ -	\$ -	\$ -	\$ -	\$ 11,357	\$ 11,830
Sub Total	\$ -	\$ -	\$ -	\$ -	\$ 11,357	\$ 11,830
<b>7 SCTPA Support and Shared Resources</b>						
Consultant	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000
Sub Total	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000
<b>TOTAL PROGRAMMED</b>	<b>\$ 25,675</b>	<b>\$ 25,675</b>	<b>\$ 26,561</b>	<b>\$ 26,561</b>	<b>\$ 697,924</b>	<b>\$ 705,133</b>

## APPENDIX C - GLOSSARY OF TERMS & ACRONYMS

<b>APPENDIX C</b>	
<b>GLOSSARY OF TERMS, ABBREVIATIONS, FUNDING TYPES/CODES, AND ACRONYMS</b>	
ADA	AMERICANS WITH DISABILITIES - The Americans with Disabilities Act of 1990 is a Federal law that requires public facilities (including transportation services) to be accessible to persons with disabilities including those with mental disabilities, temporary disabilities, and the conditions related to substance abuse.
BOCC	Board of County Commissioners is the chief legislative body in a County. Five county commissioners are elected to four-year terms by the voters at large and represent the geographical district in which they reside. The Board approves the budget, adopts local ordinances and resolutions, and establishes policies which govern the County and ensure the health, safety, and welfare of the citizens.
BPAC	Bicycle/Pedestrian Advisory Committee: The BPAC was established to provide a continuing forum with which to analyze and promote bicycle and pedestrian issues and Project as an integral part of a multi-modal transportation planning process. The BPAC initiates updates on the prioritization of transportation enhancement Project. The BPAC meets on a quarterly basis.
CAC	CAC - Citizens Advisory Committee: The CAC provides a formal framework for continuing public input on the Unified Planning Work Program (UPWP), the Transportation Improvement Program (TIP), and the Long-Range Transportation Plan (LRTP), as well as other elements of the transportation planning process. The CAC meets on a quarterly basis to provide public input at all stages of the planning process.
CIP	Capital Improvement Program: The CIP is a multi-year schedule of capital improvement Project, including priorities and cost estimates, budgeted to fit the financial resources of the community. This plan is updated annually and is part of the County's Comprehensive Plan.
CMP	Congestion Management Process: The CMP is a management system and process conducted by metropolitan planning organizations (MPO), such as the Hernando/Citrus MPO, to improve traffic operations and safety by either strategies that reduce travel demand or the implementation of operational improvements.
COA	Comprehensive Operation Analysis. The COA is a detailed look at current service performance and operations.
COOP	Continuity of Operations Plan: The COOP establishes policy and guidance to ensure the execution of mission essential functions for the Hernando/Citrus MPO if an emergency in Hernando County threatens or incapacitates operations, and to direct the relocation of selected personnel and resources to an alternate facility capable of supporting operations.
CPG	Consolidated Planning Grant: The CPG enables FDOT, in cooperation with the MPO, FHWA, and FTA, to annually consolidate Florida's FHWA PL and FTA 5305(d) metropolitan planning fund allocations into a single grant that is administered by the FHWA Florida Division.
CTC	The Community Transportation Coordinator (CTC) is the agency or organization in each county responsible for ensuring that coordinated transportation services are provided to serve the transportation disadvantaged.
CTD	Commission for Transportation Disadvantaged: The CTD is the State-level policy board for the coordination of transportation services for persons who because of disability, age or income are unable to transport themselves. The CTD adheres to the policies and procedures as set out in Chapter 427 F.S. and Rule 41-2, F.A.C.
CTST	Community Traffic Safety Team: The CTST is a locally based group of highway safety advocates who are committed to solving traffic safety problems through a comprehensive, multi-jurisdictional, multi-disciplinary approach. Members include city, county, state, private industry, and citizens. The common goal of each CTST is to reduce the number and severity of traffic crashes within their community.
DBE	DBE Disadvantaged Business Enterprise.
DOPA	Designated Official Planning Agency: The DOPA is the entity responsible for transportation disadvantaged planning in a given area. In the urbanized areas of the state, the planning agencies are metropolitan planning organizations (MPOs).
ETDM	ETDM Efficient Transportation Decision Making. Florida's ETDM process defines the procedures for planning transportation Project, conducting environmental reviews, and developing and permitting Project.
FAA	FAA Federal Aviation Administration.

<b>APPENDIX C</b>	
<b>GLOSSARY OF TERMS, ABBREVIATIONS, FUNDING TYPES/CODES, AND ACRONYMS</b>	
FAST Act	FAST-Act - Fixing America's Surface Transportation Act: Signed into law in December of 2015 by President Obama that provided long-term funding for surface transportation and infrastructure, planning and investment.
FDOT	<a href="#">Florida Department of Transportation: FDOT is the State of Florida's multi-modal transportation agency. Organizationaly, it is composed of one central office in Tallahassee, seven district offices, and Florida's Turnpike Enterprise.</a>
FHWA	Federal Highway Administration: The FHWA is the Division of the U.S. Department of Transportation responsible for administrating federal highway transportation programs under Title 23 U.S.C. and Title 49 U.S.C.
FTA	Federal Transit Administration - The FTA is the Federal entity responsible for transit planning and programs under Title 49 U.S.C.
FTE	Florida's Turnpike Enterprise: Florida's Turnpike Enterprise (FTE) manages Florida's Turnpike System and acts as a separate business unit of the Florida Department of Transportation (FDOT). FTE is responsible for all operations on every FDOT-owned and operated toll road and bridge. The FTE 5-year work program (2016-2020) contains more than \$3.7 billion in capital improvements, which include widening the mainline roadway, new interchanges, safety improvements, resurfacing improvements, and maintenance.
FTP	Florida Transportation Plan: The FTP is the state's long-range plan guiding Florida's transportation future. The FTP is a plan for all of Florida – and affects every resident, business, and visitor.
FY	A fiscal year (FY) is used in government accounting, which varies between entities and for budget purposes. It is also used for financial reporting by businesses and other organizations.
GIS	Geographic Information System-is a framework for gathering, managing, and analyzing data. Rooted in the science of geography, GIS integrates many types of data. It analyzes spatial location and organizes layers of information into visualizations using maps and 3D scenes.
HPMS	HPMS Highway Performance Monitoring System. The primary purpose of the HPMS is to serve data and information needs to reflect the condition and operating characteristics of the nation's highways. HPMS data supports the analyses needed for the biennial condition and performance reports to Congress.
HSP	HSP Highway Safety Program
ICAR	ICAR Intergovernmental Coordination and Review and Public Transportation Collaborative Agreement.
ITS	Intelligent Transportation System: ITS is the use of computer and communications technology to facilitate the flow of information between travelers and system operators to improve mobility and transportation productivity, enhance safety, maximize the use of existing transportation facilities, conserve energy resources and reduce adverse environmental effects; includes concepts such as "freeway management systems," "automated fare collection," and "transit information kiosks."
LCB	Local Coordinating Board: The purpose of the coordinating board is to provide advice and direction to the Community Transportation Coordinator concerning the coordination of transportation services.
LEP	Limited English Proficient: LEP refers to individuals who do not speak English as their primary language and have a limited ability to read, speak, write, or understand English
LOPP	LOPP List of Priority Projects. The LOPP is a list of priority Project developed in coordination with the MPO Board and committees.
LOS	Level of Service - a qualitative assessment of a road's operating condition, generally described using a scale of A (little congestion) to E/F (severe congestion).
LRTP	LRTP - Long-Range Transportation Plan: In accordance with 49 USC 5304(f), the LRTP provides for the development and implementation of the multimodal transportation system, including transit, highway, bicycle, pedestrian, and accessible transportation. This plan must identify how the transportation system will meet the economic, transportation, development, and sustainability goals – among others – for a 20+-year planning horizon.
MAP21	MAP-21 Moving Ahead for Progress in the 21st Century Act.
MPO	MPO - Metropolitan Planning Organization: The MPO is the forum for cooperative transportation decision-making, required for urbanized areas with populations over 50,000.

**APPENDIX C****GLOSSARY OF TERMS, ABBREVIATIONS, FUNDING TYPES/CODES, AND ACRONYMS**

MPOAC	MPOAC - Metropolitan Planning Organization Advisory Council: The MPOAC is a statewide transportation planning and policy organization created by the Florida Legislature pursuant to Section 339.175(11), Florida Statutes, to augment the role of individual MPOs in the cooperative transportation planning process. The MPOAC assists MPOs in carrying out the urbanized area transportation planning process by serving as the principal forum for collective policy discussion.
NHS	NHS - National Highway System: Specific major roads to be designated September 30, 1995; the NHS will consist of 155,000 (plus or minus 15%) miles of road and represents one category of roads eligible for Federal funds under ISTEA.
NTD	In 1974, Congress established the National Transit Database (NTD) program to collect financial, operating, and asset information on transit agencies. Congress based the NTD program on the Uniform Financial Accounting and Reporting Elements (FARE), a Project initiated by the transit industry and funded by the UMTA. The NTD has become the Nation's primary source of information on transit agencies.
PD&E	PD&E Project Development and Environment. The PD&E is a corridor study to establish conceptual design for a roadway and to determine its compliance with Federal, State, and local environmental permits, as required.
PPP	A Public Participation Plan is a document developed in consultation with all interested parties, and shall provide that all interested parties have reasonable opportunities to comment on the contents of the transportation plan.
PTGA	Public Transportation Grant Agreement is an agreement between an agency and FDOT that establishes a public transportation Project and responsibilities related to the Project. A PTGA defines the scope, budget, funding source, and any legal provision necessary for the Project.
ROW	ROW - Right-of-Way: Real property that is used for transportation purposes, defines the extent of the corridor that can be used for the road and associated drainage.
RTA	RTA - Regional Transportation Analysis: The Regional Transportation Analysis (RTA) promotes transportation planning both within and among the counties that make up the Tampa Bay Region. The RTA provides a forum for the coordination of proposed transportation improvements - both highway and transit - that span multiple jurisdictions. Another important function of the RTA is that it provides for the development of a powerful, regional travel demand-forecasting model, the Tampa Bay Regional Planning Model.
SAA	Single Audit Act. The SAA establishes state audit and accountability requirements for state financial assistance provided to nonstate entities. The intent of the Act is that state audit and accountability requirements, to the extent possible, parallel the federal audit requirements.
SIS	Strategic Intermodal System. The SIS is a Florida network of high-priority transportation facilities, including the State's largest and most significant commercial service airports, spaceport, deep-water seaports, freight rail terminals, passenger rail and intercity bus terminals, rail corridors, waterways, and highways.
SCTPA	SCTPA Sun Coast Transportation Alliance - Formerly known as the West Central Florida Chairs Coordinating Committee (CCC)-is an effort to address the transportation challenge on a regional, long – range basis. Issues such as personal mobility, access to jobs, goods movement, emergency evacuation, and growth management are some of the concerns addressed by the CCC, which is made up of the chairpersons from Metropolitan Planning Organizations and Transportation Planning Organizations (MPOs and TPOs) and their affiliated, transportation-related organizations. It serves eight counties: Citrus, Hernando, Hillsborough, Manatee, Pasco, Pinellas, Polk, and Sarasota.
STIP	State Transportation Improvement Program

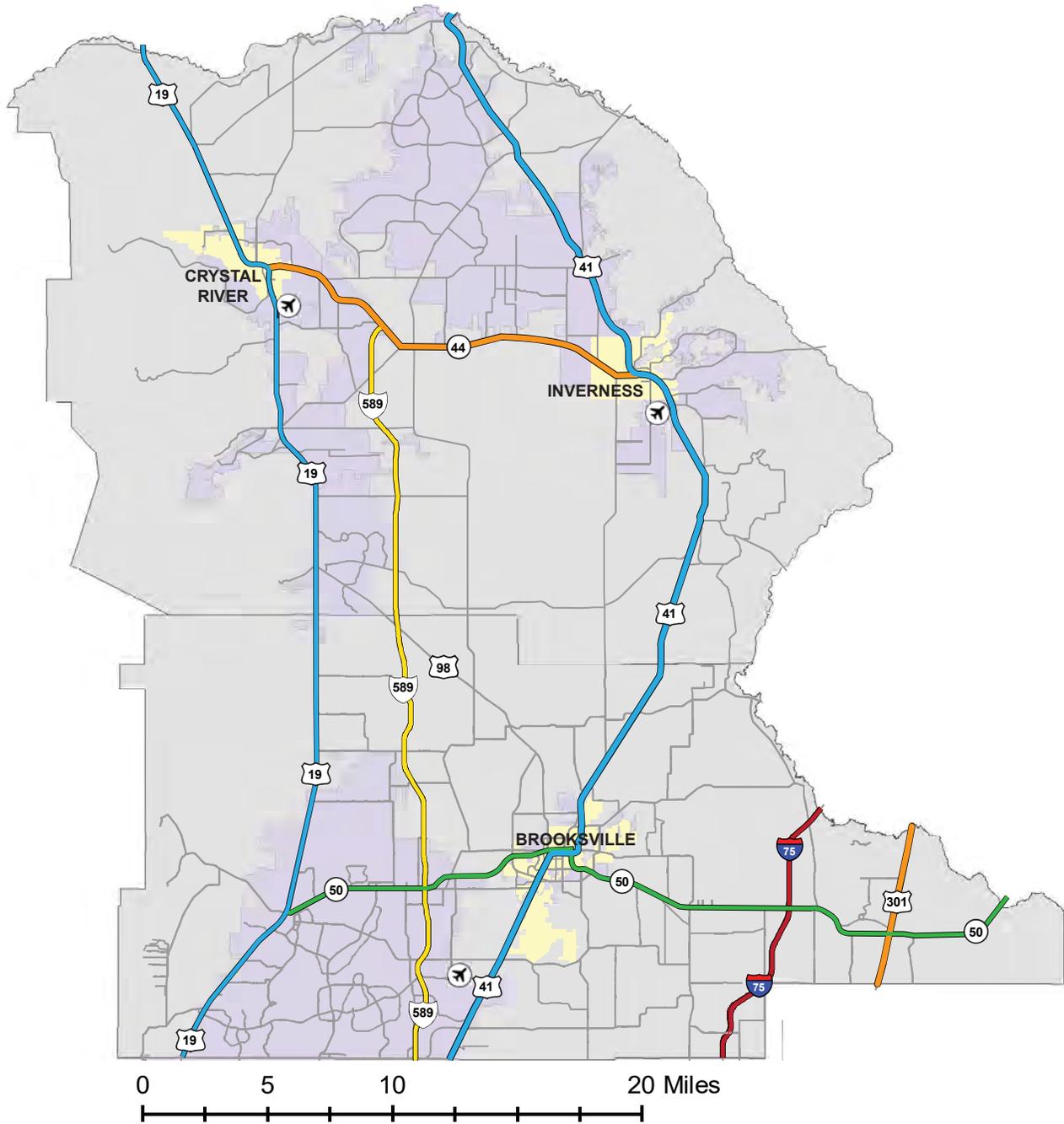
**APPENDIX C****GLOSSARY OF TERMS, ABBREVIATIONS, FUNDING TYPES/CODES, AND ACRONYMS**

TA	Transportation Alternatives (TA): As defined under 23 U.S.C. 101(a)(29) (MAP-21 1103), these are specific activities which can be funded with Surface Transportation Program (STP) funds; activities include pedestrian/bicycle facilities, recreational trails program, Safe Routes to School (SRTS) activities, railway corridor preservation, construction of turnouts, overlooks and viewing areas, control/removal of outdoor advertising, historic preservation and rehabilitation of historic transportation facilities, invasive species control, archeological activities relating to impacts from eligible transportation Project, mitigation of highway storm water runoff water pollution, and reduce vehicle-caused wildlife mortality, planning, designing and construction of boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.
TAC	TAC - Technical Advisory Committee: A standing committee of most MPOs, function is to provide advice on plans or actions of the MPO from planners, engineers, and other staff members (not general citizens).
TBRPC	Tampa Bay Regional Planning Council: TBRPC was established as Florida's first regional planning council in 1962 when representatives from St. Petersburg, Clearwater, and Tampa recognized the need for regional coordination. TBRPC is one of ten regional planning councils in Florida.
TD	Transportation Disadvantaged: Those persons who because of physical or mental disability, income, status, or age are unable to transport themselves or purchase transportation and are, therefore, dependent upon others to obtain access to health care, employment, education, shopping, social activities, or other life-sustaining activities, or children who are disabled or high-risk or at-risk as defined in Section 411.202, Florida Statutes.
TDLCB	TDLCB - Transportation Disadvantaged Local Coordinating Board: The Transportation Disadvantaged Local Coordinating Board (TDLCB)s are the technical level review Boards established, consistent with Florida Statute, Chapter 427. The respective Boards oversee the activities of the Community Transportation Coordinator (CTC) and the overall Transportation Disadvantaged (TD) service program. The MPO serves as the Designated Official Planning Agency (DOPA) for the transportation disadvantaged program for both Hernando and Citrus County and functions as the appointing authority for both Boards, the TDLCBs meet on a quarterly basis.
TDM	TDM - Transportation Demand Management: Transportation demand management, traffic demand management or travel demand management is the application of strategies and policies to reduce travel demand, or to redistribute this demand in space or in time. In transport, as in any network, managing demand can be a cost-effective alternative to increasing capacity.
TDP	TDP - Transit Development Plan: The State of Florida Public Transit Block Grant Program was enacted by the Florida Legislature to provide a stable source of funding for public transit. The Block Grant Program requires public transit service providers to develop, adopt, and annually update a 10-Year Transit Development Plan (TDP). Under legislation that became effective February 20, 2007, the TDP must undergo a Major Update every five years. In the interim years, an update is to be submitted in the form of a progress report on the 10-year implementation program of the TDP.
TDSP	TDSP - Transportation Disadvantaged Service Plan: The TDSP is a tactical plan with components of development, service, and quality assurance. It outlines and evaluates the services provided to the Transportation Disadvantaged population by the CTC. Every five years a new TDSP is developed and updated annually by the CTC, the planning agency and the LCB. Thus, the LCB can guide and support the CTC in implementing coordination efforts or locally developed service standards that are consistent with the needs and resources of the community.
TIP	TIP - Transportation Improvement Program: A priority list of transportation Project developed by an MPO that is to be carried out within the four-year period following its adoption; must include documentation of Federal and State funding sources for each Project and be consistent with adopted MPO Long Range Transportation Plan (LRTP) and local government comprehensive plans.

**APPENDIX C****GLOSSARY OF TERMS, ABBREVIATIONS, FUNDING TYPES/CODES, AND ACRONYMS**

TMA	TMA - Transportation Management Area: A TMA is designated by the U.S. Secretary of Transportation for an urbanized area with a population of at least 200,000. Congress provided for this greater role by MPOs through a certification review aimed at formalizing the continuing oversight and day-to-day evaluation of the planning process. MPOs attaining certification enjoy certain benefits, but they also incur additional requirements beyond those of smaller urbanized areas for congestion management, project selection, and certification.
TRIP	TRIP - Transportation Regional Incentive Program: TRIP was created in 2005 to improve regionally significant transportation facilities in "regional transportation areas". State funds are available throughout Florida to provide incentives for local governments and the private sector to help pay for critically needed Project that benefit regional travel and commerce. The Florida Department of Transportation (FDOT) will pay up to 50 percent of the non-federal share of Project costs for public transportation facility Project.
TRT	TRT Technical Review Team
UPWP	UPWP - Unified Planning Work Program: A Unified Planning Work Program (UPWP) is an annual or biennial statement of work identifying the planning priorities and activities to be carried out within a metropolitan planning area. At a minimum, a UPWP includes a description of the planning work and resulting products, who will perform the work, time frames for completing the work, the cost of the work, and the source(s) of funds.
USDOT	UNITED STATES DEPARTMENT OF TRANSPORTATION: Federal agency that oversees the administration of federal programs managing highways, air travel, railroads, maritime activity and other transportation modes. The FHWA and FTA operate as part of USDOT.

## APPENDIX D – MAP OF HERNANDO/CITRUS URBANIZED AREA



## LEGEND

- 2020 Census Urban Area
- Interstate
- US Highway
- Parkway
- Principal Arterial Roadway
- Local Road
- ✈ Airport

DRAFT URWP, FY2025-FY2026 Hernando-Citrus MPO 5-2-2024

## HERNANDO/CITRUS MPO Metropolitan Planning Area

Approved: 11/2/2023



APP-12

## APPENDIX E- CERTIFICATIONS AND ASSURANCES

FLORIDA DEPARTMENT OF TRANSPORTATION  
**UNIFIED PLANNING WORK PROGRAM (UPWP)**  
**STATEMENTS AND ASSURANCES**

525-010-08  
POLICY PLANNING  
05/18

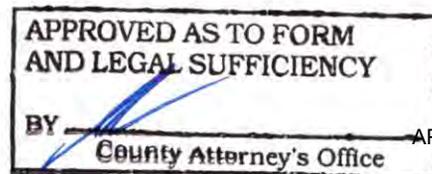
**DEBARMENT and SUSPENSION CERTIFICATION**

As required by the USDOT regulation on Governmentwide Debarment and Suspension at 49 CFR 29.510

- (1) The Hernando/Citrus MPO hereby certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in paragraph (b) of this certification; and
  - (d) Have not, within a three-year period preceding this certification, had one or more public transactions (federal, state or local) terminated for cause or default.
- (2) The Hernando/Citrus MPO also hereby certifies that if, later, it becomes aware of any information contradicting the statements of paragraphs (a) through (d) above, it will promptly provide that information to the U.S.D.O.T.

\_\_\_\_\_  
Name: Jerry Campbell  
Title: MPO Chair

\_\_\_\_\_  
Date



FLORIDA DEPARTMENT OF TRANSPORTATION  
**UNIFIED PLANNING WORK PROGRAM (UPWP)  
STATEMENTS AND ASSURANCES**

525-010-08  
POLICY PLANNING  
05/18

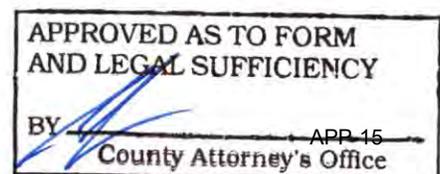
**LOBBYING CERTIFICATION for GRANTS, LOANS and COOPERATIVE AGREEMENTS**

In accordance with Section 1352 of Title 31, United States Code, it is the policy of the Hernando/Citrus MPO that:

- (1) No Federal or state appropriated funds have been paid or will be paid by or on behalf of the Hernando/Citrus MPO, to any person for influencing or attempting to influence an officer or employee of any Federal or state agency, or a member of Congress or the state legislature in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid 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 Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Hernando/Citrus MPO shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts and subcontracts under grants, subgrants, loans, and cooperative agreement), which exceeds \$100,000, and that all such subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

\_\_\_\_\_  
Name: Jerry Campbell  
Title: MPO Chair

\_\_\_\_\_  
Date



FLORIDA DEPARTMENT OF TRANSPORTATION  
**UNIFIED PLANNING WORK PROGRAM (UPWP)  
STATEMENTS AND ASSURANCES**

525-010-08  
POLICY PLANNING  
05/18

**DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION**

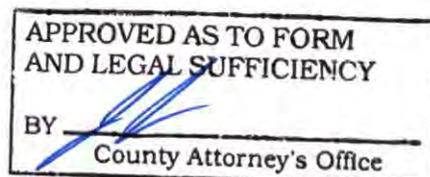
It is the policy of the Hernando/Citrus MPO that disadvantaged businesses, as defined by 49 Code of Federal Regulations, Part 26, shall have an opportunity to participate in the performance of MPO contracts in a nondiscriminatory environment. The objectives of the Disadvantaged Business Enterprise Program are to ensure non-discrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help remove barriers to participation, create a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility, and ensure narrow tailoring of the program.

The Hernando/Citrus MPO, and its consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform the contract work of the Hernando/Citrus MPO, in a non-discriminatory environment.

The Hernando/Citrus MPO shall require its consultants to not discriminate on the basis of race, color, national origin and sex in the award and performance of its contracts. This policy covers in part the applicable federal regulations and the applicable statutory references contained therein for the Disadvantaged Business Enterprise Program Plan, Chapters 337 and 339, Florida Statutes, and Rule Chapter 14-78, Florida Administrative Code

\_\_\_\_\_  
Name: Jerry Campbell  
Title: MPO Chair

\_\_\_\_\_  
Date



FLORIDA DEPARTMENT OF TRANSPORTATION  
**UNIFIED PLANNING WORK PROGRAM (UPWP)  
STATEMENTS AND ASSURANCES**

525-010-08  
POLICY PLANNING  
05/18

**TITLE VI/ NONDISCRIMINATION ASSURANCE**

Pursuant to Section 9 of US DOT Order 1050.2A, the Hernando/Citrus MPO assures the Florida Department of Transportation (FDOT) that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

The Hernando/Citrus MPO further assures FDOT that it will undertake the following with respect to its programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the Recipient's Chief Executive Officer.
2. Issue a policy statement signed by the Chief Executive Officer, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
3. Insert the clauses of *Appendices A and E* of this agreement in every contract subject to the Acts and the Regulations
4. Develop a complaint process and attempt to resolve complaints of discrimination against sub-recipients. Complaints against the Recipient shall immediately be forwarded to the FDOT District Title VI Coordinator.
5. Participate in training offered on Title VI and other nondiscrimination requirements.
6. If reviewed by FDOT or USDOT, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days.
7. Have a process to collect racial and ethnic data on persons impacted by your agency's programs.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the Recipient.

\_\_\_\_\_  
Name:  
Title: MPO Chairman (or designee)

\_\_\_\_\_  
Date

ED AS TO FORM  
LEGAL SUFFICIENCY

\_\_\_\_\_  
County Attorney's Office APP-17

FLORIDA DEPARTMENT OF TRANSPORTATION  
**UNIFIED PLANNING WORK PROGRAM (UPWP)  
STATEMENTS AND ASSURANCES**

525-010-08  
POLICY PLANNING  
05/18

**APPENDICES A and E**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter 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 Agreement.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, 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 Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor 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, sex, age, disability, religion or family status.
- (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, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the 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, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the 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, and/or the 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.

FLORIDA DEPARTMENT OF TRANSPORTATION  
**UNIFIED PLANNING WORK PROGRAM (UPWP)  
STATEMENTS AND ASSURANCES**

525-010-08  
POLICY PLANNING  
05/18

- (6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, 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 subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (7) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq)

## APPENDIX F– ADOPTION RESOLUTION, AUTHENTICATION, and TRAVEL POLICY

**RESOLUTION 2024-3**

**A RESOLUTION OF THE HERNANDO/CITRUS  
METROPOLITAN PLANNING ORGANIZATION  
ADOPTING THE FISCAL YEAR 2024/2025 AND FISCAL YEAR 2025/2026  
UNIFIED PLANNING WORK PROGRAM (UPWP)**

**WHEREAS**, the Florida Department of Transportation (FDOT), in conjunction with the Hernando/Citrus Metropolitan Planning Organization (MPO) requires the development of a Unified Planning Work Program (UPWP); and,

**WHEREAS**, pursuant to Titles 23 and 49, Code of Federal Regulations (CFR) and Chapter 339.175, Florida Statutes, the UPWP is intended to document the transportation planning activities that will occur during Fiscal Year 2024/2025 and Fiscal Year 2025/2026; and,

**WHEREAS**, adoption of the UPWP must be accompanied by a resolution and/or minutes documenting the Hernando/Citrus MPO action and forwarded to the FDOT.

**NOW, THEREFORE, BE IT RESOLVED**, that the Hernando/Citrus Metropolitan Planning Organization (MPO) duly assembled in regular session this 2<sup>nd</sup> day of May 2024, formally adopts the Unified Planning Work Program for Fiscal Year 2024/2025 and Fiscal Year 2025/2026 and authorizes submittal to State and Federal Agencies as required.

**HERNANDO/CITRUS  
METROPOLITAN PLANNING ORGANIZATION**

*Attest:*

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Jerry Campbell, MPO Chair

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY \_\_\_\_\_  
MPO Attorney

**AUTHENTICATION**

The Hernando/Citrus Metropolitan Planning Organization (MPO) in regular session on May 2, 2024, adopted the Unified Planning Work Program (UPWP) for Fiscal Year 2024/2025 and Fiscal Year 2025/2026.

\_\_\_\_\_  
Jerry Campbell, MPO Chair

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY \_\_\_\_\_  
MPO Attorney

Hernando/Citrus Metropolitan Planning Organization

Resolution 2024-2

**A RESOLUTION OF THE HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION (MPO) ESTABLISHING THE MPO TRAVEL RATE POLICY.**

**WHEREAS**, Florida Statutes Section 112.061(14) allows MPOS to establish rates that vary from the standard state per diem rates by enactment of a resolution, and provided that the rates apply uniformity to all travel by that entity,

**WHEREAS**, the Code of Federal Regulations (2 CFR 200.474), Travel costs, states that such costs are to be: normally allowed in like circumstances for all of the non-federal entity's activities; in accordance with the entity's written travel reimbursement policies; and considered necessary and reasonable, and

**WHEREAS**, the Code of Federal Regulations (2 CFR 200, Subpart E-Cost Principles) allows for setting an in-state travel rate and establishes that out-of-state travel should use Federal per diem rates or actual expenses, as justified by the Federal Travel Regulations.

**NOW, THEREFORE, BE IT RESOLVED** by the Hernando/Citrus Metropolitan Planning Organization as follows:

1. Pursuant to Florida Statute 112.061(14), the MPO has the authority to establish its travel rate structure, which applies to all in-state travel, including federally reimbursed and non-federally funded travel.
2. MPO funded in-state travel is considered necessary and reasonable.
3. MPO funded out-of-state travel shall follow the Federal per diem rates or actual expenses, as justified by the Federal Travel Regulations.
4. The MPO, for in-state travel, shall follow the guidelines for payment and/or reimbursement of travel expenses for Hernando County officers and employees.

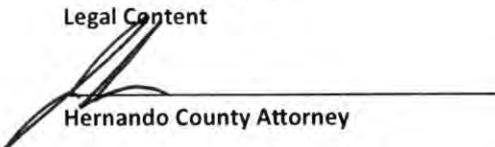
**ADOPTED** in the regular meeting of the Hernando/Citrus Metropolitan Planning Organization duly assembled on this 4<sup>th</sup> day of April 2024.

**HERNANDO/CITRUS METROPOLITAN ORGANIZATION BOARD**

  
Attest

  
Jerry Campbell, Chair

Approved as to Form  
Legal Content

  
Hernando County Attorney

## APPENDIX G- FDOT DISTRICT 7 ACTIVITIES

## APPENDIX H – FLORIDA TPM CONSENSUS PLANNING AGREEMENT



## **Transportation Performance Measures Consensus Planning Document**

### **Purpose and Authority**

This document has been cooperatively developed by the Florida Department of Transportation (FDOT) and Florida’s 27 Metropolitan Planning Organizations (MPOs) through the Florida Metropolitan Planning Organization Advisory Council (MPOAC), and, by representation on the MPO boards and committees, the providers of public transportation in the MPO planning areas.

The purpose of the document is to outline the minimum roles of FDOT, the MPOs, and the providers of public transportation in the MPO planning areas to ensure consistency to the maximum extent practicable in satisfying the transportation performance management requirements promulgated by the United States Department of Transportation in Title 23 Parts 450, 490, 625, and 673 of the *Code of Federal Regulations* (23 CFR). Specifically:

- 23 CFR 450.314(h)(1) requires that “The MPO(s), State(s), and providers of public transportation shall jointly agree upon and develop specific written procedures for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance to be used in tracking progress toward achievement of critical outcomes for the region of the MPO, and the collection of data for the State asset management plan for the National Highway System (NHS).”
- 23 CFR 450.314(h)(2) allows for these provisions to be “Documented in some other means outside the metropolitan planning agreements as determined cooperatively by the MPO(s), State(s), and providers of public transportation.”

Section 339.175(11), Florida Statutes creates the MPOAC to “Assist MPOs in carrying out the urbanized area transportation planning process by serving as the principal forum for collective policy discussion pursuant to law” and to “Serve as a clearinghouse for review and comment by MPOs on the Florida Transportation Plan and on other issues required to comply with federal or state law in carrying out the urbanized transportation planning processes.” The MPOAC Governing Board membership includes one representative of each MPO in Florida.

This document was developed, adopted, and subsequently updated by joint agreement of the FDOT Secretary and the MPOAC Governing Board. Each MPO will adopt this document by incorporation in its annual Transportation Improvement Program (TIP) or by separate board action as documented in a resolution or meeting minutes, which will serve as documentation of agreement by the MPO and the provider(s) of public transportation in the MPO planning area to carry out their roles and responsibilities as described in this general document.

## Roles and Responsibilities

This document describes the general processes through which FDOT, the MPOs, and the providers of public transportation in MPO planning areas will cooperatively develop and share information related to transportation performance management.

Email communications will be considered written notice for all portions of this document. Communication with FDOT related to transportation performance management generally will occur through the Administrator for Metropolitan Planning in the Office of Policy Planning. Communications with the MPOAC related to transportation performance management generally will occur through the Executive Director of the MPOAC.

### 1. Transportation performance data:

- a) FDOT will collect and maintain data, perform calculations of performance metrics and measures, and provide to each MPO the results of the calculations used to develop statewide targets for all applicable federally required performance measures. FDOT also will provide to each MPO the results of calculations for each applicable performance measure for the MPO planning area, and the county or counties included in the MPO planning area.<sup>12</sup> FDOT and the MPOAC agree to use the National Performance Management Research Data Set as the source of travel time data and the defined reporting segments of the Interstate System and non-Interstate National Highway System for the purposes of calculating the travel time-based measures specified in 23 CFR 490.507, 490.607, and 490.707, as applicable.
- b) Each MPO will share with FDOT any locally generated data that pertains to the federally required performance measures, if applicable, such as any supplemental data the MPO uses to develop its own targets for any measure.
- c) Each provider of public transportation is responsible for collecting performance data in the MPO planning area for the transit asset management measures as specified in 49 CFR 625.43 and the public transportation safety measures as specified in the National Public Transportation Safety Plan. The providers of public transportation will provide to FDOT and the appropriate MPO(s) the transit performance data used to support these measures.

### 2. Selection of performance targets:

FDOT, the MPOs, and providers of public transportation will select their respective performance targets in coordination with one another. Selecting targets generally refers to the processes used to identify, evaluate, and make decisions about potential targets prior to action to formally establish the targets. Coordination will include as many of the following opportunities as deemed appropriate for each measure: in-person meetings, webinars, conferences calls, and email/written communication. Coordination will include timely

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<sup>1</sup> When an MPO planning area covers portions of more than one state, as in the case of the Florida-Alabama TPO, FDOT will collect and provide data for the Florida portion of the planning area.

<sup>2</sup> If any Florida urbanized area becomes nonattainment for the National Ambient Air Quality Standards, FDOT also will provide appropriate data at the urbanized area level for the specific urbanized area that is designated.

sharing of information on proposed targets and opportunities to provide comment prior to establishing final comments for each measure.

The primary forum for coordination between FDOT and the MPOs on selecting performance targets and related policy issues is the regular meetings of the MPOAC. The primary forum for coordination between MPOs and providers of public transportation on selecting transit performance targets is the TIP development process.

Once targets are selected, each agency will take action to formally establish the targets in its area of responsibility.

- a) FDOT will select and establish a statewide target for each applicable federally required performance measure.
  - i. To the maximum extent practicable, FDOT will share proposed statewide targets at the MPOAC meeting scheduled in the calendar quarter prior to the dates required for establishing the target under federal rule. FDOT will work through the MPOAC to provide email communication on the proposed targets to the MPOs not in attendance at this meeting. The MPOAC as a whole, and individual MPOs as appropriate, will provide comments to FDOT on the proposed statewide targets within sixty (60) days of the MPOAC meeting. FDOT will provide an update to the MPOAC at its subsequent meeting on the final proposed targets, how the comments received from the MPOAC and any individual MPOs were considered, and the anticipated date when FDOT will establish final targets.
  - ii. FDOT will provide written notice to the MPOAC and individual MPOs within two (2) business days of when FDOT establishes final targets. This notice will provide the relevant targets and the date FDOT established the targets, which will begin the 180-day time-period during which each MPO must establish the corresponding performance targets for its planning area.
- b) Each MPO will select and establish a target for each applicable federally required performance measure. To the extent practicable, MPOs will propose, seek comment on, and establish their targets through existing processes such as the annual TIP update. For each performance measure, an MPO will have the option of either<sup>3</sup>:
  - i. Choosing to support the statewide target established by FDOT, and providing documentation (typically in the form of meeting minutes, a letter, a resolution, or incorporation in a document such as the TIP) to FDOT that the MPO agrees to plan and program projects so that they contribute toward the accomplishments of FDOT's statewide targets for that performance measure.
  - ii. Choosing to establish its own target, using a quantifiable methodology for its MPO planning area. If the MPO chooses to establish its own target, the MPO will coordinate with FDOT and, as applicable, providers of public transportation regarding the approach used to develop the target and the proposed target prior to

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<sup>3</sup> When an MPO planning area covers portions of more than one state, as in the case of the Florida-Alabama TPO, that MPO will be responsible for coordinating with each state DOT in setting and reporting targets and associated data.

establishment of a final target. The MPO will provide FDOT and, as applicable, providers of public transportation, documentation (typically in the form of meeting minutes, a letter, a resolution, or incorporation in a document such as the TIP) that includes the final targets and the date when the targets were established .

- c) The providers of public transportation in MPO planning areas will select and establish performance targets annually to meet the federal performance management requirements for transit asset management and transit safety under 49 U.S.C. 5326(c) and 49 U.S.C. 5329(d).
- i. The Tier I providers of public transportation will establish performance targets to meet the federal performance management requirements for transit asset management. Each Tier I provider will provide written notice to the appropriate MPO and FDOT when it establishes targets. This notice will provide the final targets and the date when the targets were established, which will begin the 180-day period within which the MPO must establish its transit-related performance targets. MPOs may choose to update their targets when the Tier I provider(s) updates theirs, or when the MPO amends its long-range transportation plan by extending the horizon year in accordance with 23 CFR 450.324(c).
  - ii. FDOT is the sponsor of a Group Transit Asset Management plan for subrecipients of Section 5311 and 5310 grant funds. The Tier II providers of public transportation may choose to participate in FDOT's group plan or to establish their own targets. FDOT will notify MPOs and those participating Tier II providers following of establishment of transit-related targets. Each Tier II provider will provide written notice to the appropriate MPO and FDOT when it establishes targets. This notice will provide the final targets and the date the final targets were established, which will begin the 180-day period within which the MPO must establish its transit-related performance targets. MPOs may choose to update their targets when the Tier II provider(s) updates theirs, or when the MPO amends its long-range transportation plan by extending the horizon year in accordance with 23 CFR 450.324(c).
  - iii. FDOT will draft and certify a Public Transportation Agency Safety Plan for any small public transportation providers (defined as those who are recipients or subrecipients of federal financial assistance under 49 U.S.C. 5307, have one hundred (100) or fewer vehicles in peak revenue service, and do not operate a rail fixed guideway public transportation system). FDOT will coordinate with small public transportation providers on selecting statewide public transportation safety performance targets, with the exception of any small operator that notifies FDOT that it will draft its own plan.
  - iv. All other public transportation service providers that receive funding under 49 U.S. Code Chapter 53 (excluding sole recipients of sections 5310 and/or 5311 funds) will provide written notice to the appropriate MPO and FDOT when they establish public transportation safety performance targets. This notice will provide the final targets and the date the final targets were established, which will begin the 180-day period within which the MPO must establish its transit safety

performance targets. MPOs may choose to update their targets when the provider(s) updates theirs, or when the MPO amends its long-range transportation plan by extending the horizon year in accordance with 23 CFR 450.324(c).

- v. If the MPO chooses to support the asset management and safety targets established by the provider of public transportation, the MPO will provide to FDOT and the provider of public transportation documentation that the MPO agrees to plan and program MPO projects so that they contribute toward achievement of the statewide or public transportation provider targets. If the MPO chooses to establish its own targets, the MPO will develop the target in coordination with FDOT and the providers of public transportation. The MPO will provide FDOT and the providers of public transportation documentation (typically in the form of meeting minutes, a letter, a resolution, or incorporation in a document such as the TIP) that includes the final targets and the date the final targets were established. In cases where two or more providers operate in an MPO planning area and establish different targets for a given measure, the MPO has the options of coordinating with the providers to establish a single target for the MPO planning area, or establishing a set of targets for the MPO planning area.

### 3. Reporting performance targets:

- a) Reporting targets generally refers to the process used to report targets, progress achieved in meeting targets, and the linkage between targets and decision making processes FDOT will report its final statewide performance targets to the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) as mandated by the federal requirements.
  - i. FDOT will include in future updates or amendments of the statewide long-range transportation plan a description of all applicable performance measures and targets and a system performance report, including progress achieved in meeting the performance targets, in accordance with 23 CFR 450.216(f).
  - ii. FDOT will include in future updates or amendments of the statewide transportation improvement program a discussion of the anticipated effect of the program toward achieving the state's performance targets, linking investment priorities to those performance targets, in accordance with 23 CFR 450.218 (q).
  - iii. FDOT will report targets and performance data for each applicable highway performance measure to FHWA, in accordance with the reporting timelines and requirements established by 23 CFR 490; and for each applicable public transit measure to FTA, in accordance with the reporting timelines and requirements established by 49 CFR 625 and 40 CFR 673.
- b) Each MPO will report its final performance targets as mandated by federal requirements to FDOT. To the extent practicable, MPOs will report final targets through the TIP update or other existing documents.
  - i. Each MPO will include in future updates or amendments of its metropolitan long-range transportation plan a description of all applicable performance measures

and targets and a system performance report, including progress achieved by the MPO in meeting the performance targets, in accordance with 23 CFR 450.324(f)(3-4).

- ii. Each MPO will include in future updates or amendments of its TIP a discussion of the anticipated effect of the TIP toward achieving the applicable performance targets, linking investment priorities to those performance targets, in accordance with 23 CFR 450.326(d).
  - iii. Each MPO will report target-related status information to FDOT upon request to support FDOT's reporting requirements to FHWA.
- c) Providers of public transportation in MPO planning areas will report all established transit asset management targets to the FTA National Transit Database (NTD) consistent with FTA's deadlines based upon the provider's fiscal year and in accordance with 49 CFR Parts 625 and 630, and 49 CFR Part 673.
4. Reporting performance to be used in tracking progress toward attainment of performance targets for the MPO planning area:
- a) FDOT will report to FHWA or FTA as designated, and share with each MPO and provider of public transportation, transportation performance for the state showing the progress being made towards attainment of each target established by FDOT, in a format to be mutually agreed upon by FDOT and the MPOAC.
  - b) If an MPO establishes its own targets, the MPO will report to FDOT on an annual basis transportation performance for the MPO area showing the progress being made towards attainment of each target established by the MPO, in a format to be mutually agreed upon by FDOT and the MPOAC. To the extent practicable, MPOs will report progress through existing processes including, but not limited to, the annual TIP update.
  - c) Each provider of public transportation will report transit performance annually to the MPO(s) covering the provider's service area, showing the progress made toward attainment of each target established by the provider.
5. Collection of data for the State asset management plans for the National Highway System (NHS):
- a) FDOT will be responsible for collecting bridge and pavement condition data for the State asset management plan for the NHS. This includes NHS roads that are not on the State highway system but instead are under the ownership of local jurisdictions, if such roads exist.

*For more information, contact:*

*Mark Reichert, Administrator for Metropolitan Planning, Office of Policy Planning, Florida Department of Transportation, 850-414-4901, mark.reichert@dot.state.fl.us*

*Carl Mikyska, Executive Director, MPOAC, 850-414-4062, carl.mikyska@mpoac.org*

## APPENDIX I – AGREEMENT FOR REGIONAL COORDINATION

**FIFTH AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR  
REGIONAL TRANSPORTATION PLANNING AND COORDINATION  
IN WEST CENTRAL FLORIDA**

This FIFTH AMENDED AND RESTATED INTERLOCAL AGREEMENT (herein the "Agreement") is made and entered into by and between the Hernando/Citrus Metropolitan Planning Organization, an entity created and operated pursuant to Interlocal Agreement and Section 339.175, Florida Statutes (herein, the Hernando/Citrus MPO); the Hillsborough County Metropolitan Planning Organization, an entity created and operated pursuant to Interlocal Agreement and Section 339.175, Florida Statutes (herein, the Hillsborough MPO); the Pasco County Metropolitan Planning Organization, an entity created and operated pursuant to Interlocal Agreement and Section 339.175, Florida Statutes (herein, the Pasco MPO); the Pinellas County Metropolitan Planning Organization, an entity created and operated pursuant to Interlocal Agreement and Section 339.175, Florida Statutes (herein, Forward Pinellas); the Polk Transportation Planning Organization, an entity created and operated pursuant to Interlocal Agreement and Section 339.175 Florida Statutes (herein the Polk TPO); and, the Sarasota/Manatee Metropolitan Planning Organization, an entity created and operated pursuant to Interlocal Agreement and Section 339.175, Florida Statutes (herein, the Sarasota/Manatee MPO).

WHEREAS, the Hernando/Citrus MPO, the Hillsborough MPO, the Pasco MPO, the Pinellas MPO, the Polk TPO, and the Sarasota/Manatee MPO entered into an agreement to form a regional entity, the West Central Florida MPO Chairs Coordinating Committee (herein, the CCC), to coordinate transportation planning activities in the urbanized areas of Hernando, Hillsborough, Manatee, Pasco, Pinellas, Polk, and Sarasota Counties, such original agreement having been signed on March 17, 2004; and hereinafter referred to as the "Agreement"; and,

WHEREAS, in 2005 the Florida legislature created the Transportation Regional Incentive Program (TRIP) for the purpose of providing funds to improve regionally significant transportation facilities in regional transportation areas created pursuant to s. 339.155(4); and

WHEREAS, the CCC on June 9, 2006 executed Amendment No. 1 to amend the original March 17, 2004 Agreement, by allowing Citrus County a voting membership for the purposes of participating in TRIP and to incorporate the adopted CCC Conflict Resolution Process in the Agreement, and

WHEREAS, after the initial 5-year term the parties to the original Agreement and Citrus County examined the terms of the original Agreement, as amended, and agreed to amend the provisions of the original Agreement, as amended, consistent with Section 10 of the original Agreement; and

WHEREAS, on July 8, 2010 the Citrus County TPO was created by virtue of an interlocal agreement between the Florida Department of Transportation, Citrus County, the

City of Inverness, and the City of Crystal River to participate in a coordinated and comprehensive transportation planning process; and

WHEREAS, the CCC on July 12, 2011 executed Amendment No. 2 to remove the Citrus County Board of County Commissioners from limited CCC membership and to accept the Citrus County TPO into the West Central Florida MPO Chairs Coordinating Committee with full member rights in an effort to further regional transportation planning; and

WHEREAS, the Citrus County TPO and the Hernando MPO have been merged, with the approval of the Governor and created pursuant to an Interlocal Agreement and Section 339.175, Florida Statutes to form the Hernando/Citrus MPO; and

WHEREAS, the CCC on December 13, 2013 voted to merge into and consolidate its transportation planning activities with those of the Tampa Bay Area Regional Transportation Authority, for a streamlined and unified regional planning process; and

WHEREAS, on July 1, 2016, pursuant to Section 339.175(6)(i), Florida Statutes, the West Central Florida MPO Chairs Coordinating Committee was renamed the Tampa Bay Area Regional Transportation Authority MPO Chairs Coordinating Committee; and

WHEREAS, on July 1, 2017, pursuant to Section 343.92, Florida Statutes, the Tampa Bay Area Regional Transportation Authority (herein, the TBARTA) was renamed the Tampa Bay Area Regional Transit Authority, and the TBARTA MPO Chairs Coordinating Committee similarly renamed pursuant to Section 339.175(6)(i); and

WHEREAS, the renaming of TBARTA shrank its geographic area and established its focus on transit as a transportation mode, while MPOs' service areas are unchanged and conduct planning for all modes of surface transportation; and

WHEREAS, pursuant to Section 343.92, Florida Statutes, TBARTA shall coordinate plans and projects with the CCC, to the extent practicable, and participate in the regional M.P.O planning process to ensure regional comprehension of TBARTA's mission, goals, and objectives;

WHEREAS this Fifth Amended and Restated Agreement, once effective, supersedes the Fourth Amended and Restated Agreement which would have automatically renewed but for the Parties entering into this Agreement.

NOW, THEREFORE, in consideration of the covenants made to by each Party to the other and of the mutual advantages to be realized by the Parties hereto, the Hernando/Citrus MPO, the Hillsborough MPO, the Pasco MPO, the Forward Pinellas, the Polk TPO, and the Sarasota/Manatee MPO agree as follows:

**Section 1. Authority** – This Interlocal Agreement is entered into pursuant to the general authority of Sections 339.175, 339.155 and 163.01, Florida Statutes, relating to Interlocal Agreements.

**Section 2. Purpose** – The purpose of this Agreement is to provide a forum for continuing coordination and communication among the member Metropolitan Planning Organizations, District One and District Seven Offices of the Florida Department of Transportation, the Florida Turnpike Enterprise, the Tampa Bay Area Regional Transit Authority (TBARTA), and the affected Regional Planning Councils and to address those tasks necessary to conduct an ongoing regional transportation planning process in accordance with Sections 339.175, 339.155 and 339.2819, Florida Statutes, and in accordance with the requirements under the Fixing America’s Surface Transportation (FAST) Act, or successor legislation.

Pursuant to the language of Section 339.175 (6) (i) , Florida Statutes, the powers and duties of the MPO Chairs Coordinating Committee are to coordinate transportation projects deemed to be regionally significant by the Committee, review the impact of regionally significant land use decisions on the region, review all proposed regionally significant transportation projects in the respective transportation improvement programs which affect more than one of the MPOs represented on the Committee, and institute a conflict resolution process to address any conflict that may arise in the planning and programming of such regionally significant projects.

Pursuant to the language of Section 339.2819, Florida Statutes there is created within the Florida Department of Transportation a Transportation Regional Incentive Program for the purpose of providing funds to improve regionally significant transportation facilities in regional areas created pursuant to Section 339.155(4), Florida Statutes. This Interlocal Agreement meets the requirements of Section 163.01, Florida Statutes.

**Section 3. Name of Entity** – The entity created pursuant to this Interlocal Agreement shall be called the Metropolitan Planning Organization Chairs Coordinating Committee (herein the CCC) and may elect to do business under a fictitious name as determined by the voting members.

#### **Section 4. Organization and Membership**

**(a) Voting Members:** The voting membership of the CCC shall consist of the Chair of each of the six member Metropolitan Planning Organizations. An alternate, who is an elected official, may represent the respective Metropolitan Planning Organization member if so designated by the respective Metropolitan Planning Organization. Each member shall have one vote. Except as indicated in Sections 11 and 12, a simple majority of the voting membership shall be required to pass motions.

**(b) Nonvoting Advisors:** The Secretaries for Districts One and Seven of the Florida Department of Transportation; representatives of the Florida Turnpike Enterprise and of the Tampa Bay Area Regional Transit Authority; and Chairs (or designees) of the Tampa

Bay, Southwest Florida, and Central Florida Regional Planning Councils shall be nonvoting advisors of the CCC.

**(c) Standing Committees.** The CCC shall have the ability to establish committees, identifying the purpose and membership of the committee, to accomplish tasks identified by the CCC voting members. Committees may include but are not limited to the MPO Staff Directors Team, the Tampa Bay Transportation Management Area (TMA) Leadership Group, the Regional Multi-Use Trails Team, and the Transportation Regional Incentive Program Team, as described in the CCC Operating Procedures.

**Section 5. Conduct of Meetings** –Meetings of the CCC shall be held at least annually on a rotating basis with the meeting Host rotating each year among the CCC voting members. The order of rotation shall be the Hernando/Citrus MPO, the Pasco MPO, the Hillsborough MPO, the Polk TPO, the Sarasota/Manatee MPO, and Forward Pinellas. Responsibility for serving as the Chair of each meeting shall alternate among the CCC members. The Chair of the meeting shall conduct the meetings but have no extraordinary membership powers or responsibilities. At the last meeting of the calendar year, meeting date(s) shall be approved for the following year. Meeting dates shall be posted on TBARTA’s website. Special meetings may be called by a majority of the members. The Host for all special meetings will follow the rotational order. Reasonable notice must be provided to all members for special meetings. The Host member shall be responsible for ensuring that notice requirements of §286.011 have been met, and that meetings are held in a facility accessible to persons with disabilities in compliance with Title II of the Americans with Disabilities Act.

Meetings of the CCC and its committees shall be conducted pursuant first to any applicable statute, then to any procedural rules adopted by the CCC, then finally to the most recent edition of Robert’s Rules of Order.

As an alternative to the provisions of this Section, a Party or Parties may enter into an agreement with TBARTA to provide professional services and organizational and meeting support that is at a minimum consistent with this Section. In such an event, a lead member of said Party shall be designated each year to administer such an agreement with TBARTA.

**Section 6. Staffing, Professional Services and Financial Support of Entity** – The Parties agree that the Directors and Managers of the CCC members will be responsible for carrying out the regional work programs and coordinating process as directed by the CCC, provided, however, that should a direction of the CCC directly conflict with the officially-adopted policy direction of a CCC member, staff of that member may ask that the work in question be performed by staff of some other member. Expenses concerning projects assigned to a lead CCC member may be paid by the regional set-aside as specified in its Unified Planning Work Program. The provision of professional services to the administrative entity, including legal review, shall be as agreed by the CCC members from time to time, with the exception that no legal counsel shall be required to render advice to the entity or representation to the members thereof absent each individual member’s waiver of any conflict and authorization of joint representation, as provided for by Florida Bar Rule 4-

1.7. Notwithstanding the foregoing, the CCC members do not authorize this administrative entity to incur for itself any cost or expense, nor to obtain or retain funds from any source. The entity created by this Agreement is not authorized to conduct any banking or other financial transactions of any kind, nor to receive or disburse any funds. Instead, all financial support for this entity, including the payment of costs and expenses related to its operation, shall be borne by CCC members, on an equitable basis taking into account the relative size of the member as measured by budget and population. The voting Members of the CCC may, as authorized by each member or agencies' governing board, adopt more specific financial support allocation methods as may be deemed necessary, and may appoint a lead member to receive and administer funds for the entity. Specifically, one member or partner agency of the CCC may take the lead on a portion of any projects and programs of the CCC and be reimbursed by another member or partner agency of the CCC without creation and execution of a new Interlocal Agreement consistent with approval by each respective member or agencies governing board and MPOs Unified Planning Work Program (UPWP) authorization. Such governing board approval shall be deemed an addendum to this agreement, which shall be a financial obligation of the member enforceable by the lead member. The CCC members agree to work together to seek new sources of funding to assist the members with the added costs and expenses associated with the operations of this administrative entity.

**Section 7. Record Keeping** – Staff of the host CCC member shall provide a recording secretary for public meetings. Record keeping and other clerical responsibilities shall be the duty of the host member staff consistent with the rotation for hosting the meeting. All minutes shall be distributed to members prior to the next meeting. Records shall be maintained in accordance with the public records law, Chapter 119, Florida Statutes.

**Section 8. Conflict Resolution** – A conflict resolution process is adopted which will be used to resolve disagreements regarding interpretation of the interlocal agreement or disputes relating to the development or content of the regional plan. If the Parties to this Agreement fail to resolve any conflicts related to issues covered in the Agreement, such dispute will be resolved in accordance with the "West Central Florida Metropolitan Planning Organizations Memorandum of Understanding for a Conflict Resolution Process (June 2001)."

**Section 9. Risk of Loss** - The Parties acknowledge that as a mere administrative entity, the CCC cannot sue, be sued, nor bear any legal liability. Therefore, the Parties agree that each shall continue to maintain such insurance coverage as may be required to cover the additional risks associated with membership and participation in the CCC entity. Members covered by a self-insurance program shall notify their respective covering-entities of this agreement so that any added risk may be factored. The Parties further agree that under no circumstances shall any member of the CCC seek to recover against any other member for any loss associated with this Agreement or the work of the CCC.

**Section 10. Duration of Agreement** – This Agreement shall have a term of five years from the effective date and shall automatically renew at the end of said five years for another five-year term and every five years thereafter. At the end of the five-year term and

at least every five years thereafter, the Parties hereto shall examine the terms hereof and agree to amend provisions or reaffirm the same. However, the failure to amend or to reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.

**Section 11. Termination** – This Agreement shall continue in force until terminated with or without cause by a unanimous vote of the MPOs.

**Section 12. Modification** – This Agreement may only be modified by a unanimous vote of the MPOs. Amendments or modifications to the Agreement shall not become effective until executed and recorded in the public records of the counties of each participating MPO.

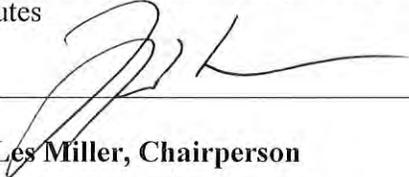
**Section 13. Rescission** – Any MPO may terminate its participation in this Agreement upon thirty (30) days written notice. Notice of intent to terminate shall be given to the other member agencies. Said notice shall be transmitted to the official office of the member agencies by certified mail, return receipt requested. The 30-day notice requirement shall commence upon giving of the notice.

**Section 14. Filing and Recording** –As required by §163.01(11), Florida Statutes, this Interlocal Agreement shall be filed with the Clerks of the Circuit Courts of Hernando, Hillsborough, Manatee, Pasco, Pinellas, Polk, and Sarasota and Citrus Counties, Florida.

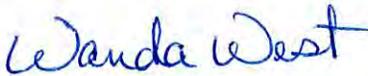
This Fifth Amended and Restated Agreement does not become effective until recorded in each county and shall continue to be effective thereafter in accordance with Section 10 of this Agreement. Until the Fifth Amended and Restated Agreement becomes effective, the Fourth Amended and Restated Interlocal Agreement shall remain in effect.

IN WITNESS WHEREOF, the Parties herein have executed this Agreement by their duly authorized officials as of the day and year written.

HILLSBOROUGH COUNTY METROPOLITAN PLANNING ORGANIZATION, an entity created and operated pursuant to interlocal agreement and Section 339.175, Florida Statutes

By:   
Les Miller, Chairperson

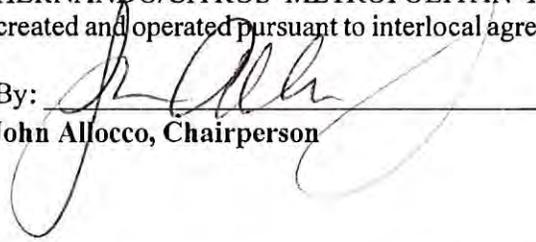
The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of January, 2020, by Les Miller, as Chairperson of the Hillsborough County Metropolitan Planning Organization, an entity created and operated pursuant to interlocal agreement and Section 339.175, Florida Statutes, who is personally known to me or has produced \_\_\_\_\_ as identification.





IN WITNESS WHEREOF, the Parties herein have executed this Agreement by their duly authorized officials as of the day and year written.

HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION, an entity created and operated pursuant to interlocal agreement and Section 339.175, Florida Statutes

By:   
John Allocco, Chairperson

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of March, 2020, by John Allocco as Chairperson of the Hernando/Citrus Metropolitan Planning Organization, an entity created and operated pursuant to interlocal agreement and Section 339.175, Florida Statutes, who is personally known to me or has produced \_\_\_\_\_ as identification.

*Cynthia Bogert*



IN WITNESS WHEREOF, the Parties herein have executed this Agreement by their duly authorized officials as of the day and year written.

PASCO COUNTY METROPOLITAN PLANNING ORGANIZATION, an entity created and operated pursuant to interlocal agreement and Section 339.175, Florida Statutes

By:   
**Jeff Starkey, Chairperson** 02-13-2020

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Jeff Starkey, as Chairperson of the Pasco County Metropolitan Planning Organization, an entity created and operated pursuant to interlocal agreement and Section 339.175, Florida Statutes, who is personally known to me or has produced \_\_\_\_\_ as identification.



IN WITNESS WHEREOF, the Parties herein have executed this Agreement by their duly authorized officials as of the day and year written.

PINELLAS COUNTY METROPOLITAN PLANNING ORGANIZATION, an entity created and operated pursuant to interlocal agreement and Section 339.175, Florida Statutes

By: *Dave Eggers*

**Dave Eggers, Chairperson**

The foregoing instrument was acknowledged before me this 13 day of January, 2020, by Dave Eggers, as Chairperson of Forward Pinellas, an entity created and operated pursuant to interlocal agreement and Section 339.175, Florida Statutes, who is personally known to me or has produced \_\_\_\_\_ as identification.

*M Kelly*



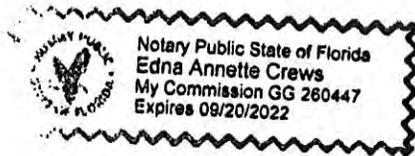
IN WITNESS WHEREOF, the Parties herein have executed this Agreement by their duly authorized officials as of the day and year written.

POLK COUNTY TRANSPORTATION PLANNING ORGANIZATION, an entity created and operated pursuant to interlocal agreement and Section 339.175, Florida Statutes

By: Charles O. Lake

**Charles Lake, Chairperson**

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of April, 2020, by Charles Lake, as Chairperson of the Polk County Transportation Planning Organization, an entity created and operated pursuant to interlocal agreement and Section 339.175, Florida Statutes, who is personally known to me or has produced \_\_\_\_\_ as identification.



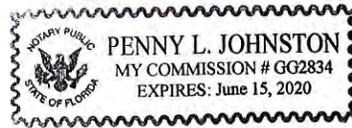
IN WITNESS WHEREOF, the Parties herein have executed this Agreement by their duly authorized officials as of the day and year written.

SARASOTA/MANATEE METROPOLITAN PLANNING ORGANIZATION, an entity created and operated pursuant to interlocal agreement and Section 339.175 Florida Statutes

By: Shirley Groover Bryant  
Shirley Groover Bryant, MPO Chair

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of February, 2020 by Shirley Groover Bryant, as Chair of the Sarasota/Manatee Metropolitan Planning Organization, an entity created and operated pursuant to interlocal agreement and Section 339.175, Florida Statutes, who is personal known to me or has produced \_\_\_\_\_ as identification.

Penny L. Johnston



## APPENDIX J – FDOT AND FHWA COMMENTS



## UNIFIED PLANNING WORK PROGRAM (UPWP) REVIEW CHECKLIST

MPO: **Hernando-Citrus MPO**

UPWP Draft # or Date: **Draft #1**

Review #: **1**

Date of Review: **March 22, 2024**

Reviewed By: **SZ/KO**

DS  
SZ

The following UPWP Review Checklist is provided to assist in the review of the MPO’s UPWP. This Review Checklist is to be completed by the MPO Liaison and included in the UPWP Appendix.

Comments should be categorized as:

**Editorial:** Comments may be addressed by MPO but would not affect approval of the document, i.e., grammatical, spelling, and other related errors.

**Enhancement:** Comments may be addressed by MPO but would not affect the approval of the document, i.e., improve the quality of the document and the understanding for the public (improving graphics, re-packaging of the document, use of plain language, reformatting for clarity, removing redundant language).

**Critical:** Comment MUST be addressed to meet minimum state and federal requirements to obtain approval. The reviewer must clearly identify the applicable state or federal policies, regulations, guidance, procedures, or statutes that the document does not conform with.

A space for comments for each section is provided at the bottom of each section.

### UPWP Cover & Title Page

Does the cover or title page include the following information?

- MPO name, address, website? **Yes | If yes, page number: 1**
- CFDA number (FHWA – PL & SU: 20.205, FTA 5305: 20.505)? **Yes | If yes, page number: 1**
- Identification of agencies providing funds for the UPWP? **Yes | If yes, page number: 1**
- Financial Project Number (FPN) for each contract shown in UPWP? **Yes | If yes, page number: 1**
- Federal Award Identification Number (FAIN) for FHWA contracts (or the Federal Aid Project Number [FAP])? **Yes | If yes, page number: 1**
- Correct State Fiscal Years? **Yes | If yes, page number: 1**
- Statement of nondiscrimination? **Yes | If yes, page number: 2**
- DRAFT UPWP: Space for adoption date and revision dates? **Yes | If yes, page number: 1 and 3**
- FINAL UPWP: Adoption date and space for revision dates? **Not Applicable | If yes, page number: xx**

**Critical**

*Federal Aid Project Number is FAP 0412-062-M; Contract No. is G2V07. Line for FAIN # can be removed.*

### Required Content

Does the UPWP have the following information?

- Introduction? **Yes | If yes, page number: 6-15**

### UPWP Review Checklist

Updated: 2/9/2024

DRAFT UPWP FY2025-FY2026 Hernando-Citrus MPO 5-2-2024

## Unified Planning Work Program (UPWP)

### Review Checklist

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- Organization and Management? [Yes](#) | If yes, page number: 16-18
- UPWP Planning Task Pages? [Yes](#) | If yes, page number: 19-33
- Funding Source Budget Table and Summary Budget Table? [Yes](#) | If yes, page number: 34-37
- Definition of acronyms used in UPWP? [Yes](#) | If yes, page number: 38-43
- District Planning Activities? [Yes](#) | If yes, page number: 57
- Indirect Rate Approval (if required)? [Not Applicable](#) | If yes, page number: xx
  - Cost Allocation Plan and Certificate of Indirect Cost in an appendix? [Not Applicable](#) | If yes, page number: xx
- In TMAs, the MPO must identify and include cost estimates for transportation planning, research, and technology transfer activities funded with other federal, state, or local funds being conducted within the MPO area (this includes planning and feasibility studies by other entities) (23 CFR 420.111(e)). [Yes](#) | If yes, page number: 32-33
- DRAFT UPWP:
  - A place for the signed Resolution adopting the final UPWP? [Yes](#) | If yes, page number: 53-56
  - A place for the draft Resolution to adopt Travel Policy if not using FDOT policy (if required)? [Yes](#) | If yes, page number: 53
  - A place for the Cost Analysis Certification Statement? [Yes](#) | If yes, page number: 5
  - A place for the FHWA Certifications and Assurances? [Yes](#) | If yes, page number: 46-52
- FINAL UPWP:
  - The signed Resolution adopting the UPWP? [Not Applicable](#) | If yes, page number: xx
  - The signed Resolution adopting the Travel Policy if not using FDOT policy (if required)? [Not Applicable](#) | If yes, page number: xx
  - The signed Cost Analysis Certification Statement? [Not Applicable](#) | If yes, page number: xx
  - The signed FHWA Certifications and Assurances? [Not Applicable](#) | If yes, page number: xx
  - UPWP Comments? [Not Applicable](#) | If yes, page number: xx
- Appendix to include items previously mentioned: Travel Policy (if required), Cost Allocation Plan and Certificate of Indirect Cost (if required), and UPWP Comments? [Yes](#) | If yes, page number: 34-78

**Critical** Signed Final Resolution, Cost Certification, Travel Policy, and Certs & Assurances pages will be provided with Final Document.

**Enhancement** It could be beneficial to include the definition of acronyms at the beginning of the document instead of the end of the document for a point of reference.

**Critical** Ensure that the “Statement of CPG Participation” language on page 8 is using the checklist language verbatim.

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### Introduction

Does the introduction include the following elements?

- Definition and purpose of the UPWP? [Yes](#) | If yes, page number: 6
- Overview of MPO’s comprehensive transportation planning activities? [Yes](#) | If yes, page number: 6-8
- Discussion of planning priorities, both MPO and local? [Yes](#) | If yes, page number: 6-7
- Statement of CPG participation: “The FDOT and the (insert organization name) participate in the Consolidated Planning Grant (CPG). The CPG enables FDOT, in cooperation with the MPO, FHWA, and FTA, to annually consolidate Florida’s FHWA PL and FTA 5305(d) metropolitan planning fund allocations into a single grant that is

## Unified Planning Work Program (UPWP)

### Review Checklist

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administered by the FHWA Florida Division. These funds are annually apportioned to FDOT as the direct recipient and allocated to the MPO by FDOT utilizing formulas approved by the MPO, FDOT, FHWA, and FTA in accordance with 23 CFR 420.109 and 49, U.S.C. Chapter 53. The FDOT is fulfilling the CPG's required 18.07% non-federal share (match) using Transportation Development Credits as permitted by 23 CFR 120(i) and FTA C 8100.1D". [Yes | If yes, page number: 8](#)

- Definition of the soft match: Section 120 of Title 23, U.S.C., permits a State to use certain toll revenue expenditures as a credit toward the non-Federal matching share of all programs authorized by Title 23 (except Emergency Relief Programs) and for transit programs authorized by Chapter 53 of Title 49, U.S.C. This is, in essence, a "soft-match" provision that allows the Federal share to be increased up to 100% to the extent credits are available. The "soft match" amount utilized to match the FHWA funding in the UPWP is 18.07% of FHWA program funds for a total of \$\_\_\_\_\_ ? [Yes | If yes, page number: 9](#)
- Description of the public involvement process used to develop the MPO's UPWP? [Yes](#)  [No](#)  [Page number: 9](#)
- Description of how the MPO addresses the [Federal Planning Factors](#) - (23 CFR 450.306(b)) – can be demonstrated using a matrix? [Yes | If yes, page number: 9-11](#)
- Description of how the MPO's UPWP addresses the [2021 Federal Planning Emphasis Areas](#)? [Yes | If yes, page number: 11-14](#)
- If MPO is not in attainment, description of transportation related air quality planning activities regardless of funding sources or agencies conducting activities? [Not Applicable | If yes, page number: xx](#)

Critical

[There needs to be discussion of how the MPO addresses the Federal Planning Emphasis Areas, not just listing what they are.](#)

Critical

[Ensure that the soft match is updated on page 9 after the PL amounts are corrected for FY 25 and 26 in the Budget Tables.](#)

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### MPO Organization and Management

At a minimum, does the UPWP include information on the following items?

- Identification of participants and description of role in the UPWP planning process? [Yes | If yes, page number: 16-17](#)
- Discussion of agreements, including date executed:
  - Metropolitan Planning Agreement (FHWA funds)? [Yes | If yes, page number: 18](#)
  - Public Transportation Grant Agreements (prior year FTA funds)? [Not Applicable | If yes, page number: xx](#)
  - Interlocal Agreement for the Creation (or Redesignation) of the Metropolitan Planning Organization? [Yes | If yes, page number: 17](#)
  - Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement (ICAR)? [Yes | If yes, page number: 17](#)
  - Memorandum of Understanding between MPOs or FDOT if transferring funds to accomplish Regional Activities? [No | If yes, page number: xx](#)
- Discussion and identification of operational procedures and bylaws including date executed:
  - Continuity of Operations (COOP): [Yes | If yes, page number: 18](#)
  - MPO Bylaws: [Yes | If yes, page number: 18](#)
- Does the MPO include the following SIGNED Certifications and Assurances section?

## Unified Planning Work Program (UPWP)

### Review Checklist

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- Disadvantaged Business Enterprise Utilization? [Yes | If yes, page number: 49](#)
- Debarment and Suspension Certification? [Yes | If yes, page number: 47](#)
- Lobbying Certification for Grants, Loans, and Cooperative Agreements? [Yes | If yes, page number: 48](#)
- Title VI/Nondiscrimination Assurances? [Yes | If yes, page number: 50](#)
- Appendices A and E? [Yes | If yes, page number: 51-52](#)
- Discussion of Indirect Rate Plan, and, in an appendix, inclusion of the signed Cost Allocation Plan and Certificate of Indirect Cost, if applicable. [Not Applicable | If yes, page number: xx](#)

**Critical** [Remove mention of TBARTA under Agreements section since the agency will be dissolved by the time this UPWP is in effect.](#)

**Critical** [Signed Final Resolution, Cost Certification, and Certs & Assurances pages will be provided with Final Document.](#)

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### Work Elements/Tasks Sheets

At a minimum, does the UPWP have the following distinct tasks or subtasks?

- MPO Administration? [Yes | If yes, page number: 24-26](#)
- Transportation Improvement Program (TIP)? [Yes | If yes, page number: 22-23](#)
- Long Range Transportation Plan (LRTP)? [Yes | If yes, page number: 20-21](#)
- MPO Regional Activities Task (if required)? [Select response | If yes, page number: 30-31](#)

[No comment](#)

---

Do each of the Work Element/Task Summary Pages include the following?

- Is each Task Sheet named and numbered? [Yes](#)
- Does each Task Sheet include Purpose, Previous Work, and Required Activities? [Yes](#)
- Do the required activities list who will be completing the work? [Yes](#)
- Does each Task Sheet indicate who the responsible agency or agencies are? [Yes](#)
- Does each Task Sheet include end products/deliverables with a description of the scope and estimated completion date? [Yes](#)
- Does the supporting narrative for each task provide sufficient detail to determine the eligibility, necessity, and reasonableness of the purchase? [Yes](#)
- If memberships are listed as an expense, does it state that the memberships are for organizational memberships, not individual memberships? [Yes | If yes, page number 25](#)

**Critical** [Update the language used Responsible Agency\(s\) and Completion of Work” for each task to read: “Consultant will assist with these tasks. FHWA, FTA, and other funds maybe used in support of these tasks \(lobbying is an ineligible expense for federal funds\). All projects are consistent with federal and state regulations and detailed in invoices submitted to the FDOT for reimbursement.”](#)

**Critical** [Page 25 lists organizational due/memberships as an activity. Please ensure that language is added after the Memberships are not for individual memberships.](#)

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### Work Elements/Tasks Sheets Budget Tables

## Unified Planning Work Program (UPWP)

### Review Checklist

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Did the MPO use the latest UPWP Budget Table template provided by the Central Office for task budget tables, which includes a location to show do-obligated funds? **No**

If the MPO did not use the latest UPWP Budget Table template, did the MPO show de-obligated funds by source somewhere else in the UPWP? **No**

Did the MPO prepare Task Summary Budget tables for Year 1 and Year 2 (either individually or combined)? **Yes | If yes, page number: 34-37**

Does MPO **Administration Task** have a subcategory for:

- Personnel Services? **Yes | If yes, page number: 26**
- Equipment? Equipment costing more than \$5,000 per item should be listed separately. **No | If yes, page number: xx**
- Travel? **Yes | If yes, page number: 26**
- Supplies? Supplies costing more than \$1,000 per item should be listed separately. **No | If yes, page number: xx**
- Direct Expenses? **Yes | If yes, page number: 26**
- Indirect Expenses (only required if MPO has an approved indirect rate)? **Not applicable | If yes, page number: xx**
- Are Atypical expenses (see [Guide for UPWP Development](#)) clearly described? **Not applicable | If yes, page number: xx**
- Is Annual Audit expense included, if required? **Yes | If yes, page number: 25**

Do each of the other Work Element/Task Summary **Estimated Budget Tables** include the following?

- Personnel Services? **Yes**
- Consultant Services (if using consultant on task)? **Yes**
- Travel (if needed)? **Not Applicable**
- Direct Expenses (if needed)? **Not Applicable**
- Indirect Expenses (only required if MPO has an approved indirect rate)? **Not Applicable**
- Supplies (if needed)? **Not Applicable**
- Equipment (if needed)? **Not Applicable**

<b>Critical</b>	Ensure that the final document includes the revised UPWP Task Sheets Budget Tables with de-obligated Funds included on each task and the summary budget tables, even though the de-obligated amount is \$0.
<b>Critical</b>	Ensure that Equipment is included as a subcategory under the Administration task, Task 3.
<b>Critical</b>	Ensure that Supplies is included as a subcategory under the Administration task, Task 3.
<b>Critical</b>	Task 6 has language stating that consultants will be utilized for this task; however, on the funding table, no funds are shown on the funding table under consultant. Either add consultant funds to the table or remove the consultant language from this task.

**MPO Regional Activities Task** (required if MPO is transferring funds between MPOs and/or FDOT to complete regional planning activities)

## Unified Planning Work Program (UPWP)

### Review Checklist

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Does the MPO have distinct tables to reflect MPO funding and overall regional task funding? In the UPWP Budget Table template provided by the Central Office, these tables are called MPO Regional Activities and All Regional Accounting. [Yes | If yes, page number: 33](#)

Do the Regional Work Element/Task Budget Table(s):

- Show ALL agencies (e.g., other MPOs, FDOT) included in the regional activities? [Yes | If yes, page number: 33](#)
- Show amounts to be transferred by the MPO to other agencies (if applicable)? [Yes | If yes, page number: 33](#)
- Show amounts to be received by the MPO from other agencies (if applicable)? [Yes | If yes, page number: 33](#)
- Show activities the funds are being used for? [Yes | If yes, page number: 32](#)
- Do all participating MPOs use identical:
  - Descriptions of the activities to be completed [Yes | If yes, page number: 32](#)
  - Task name, activity description(s), and budgeted funds [Yes | If yes, page number: 32](#)

**Critical**

[Page 32, Task 7 sheet needs to be identical to the other MPO's Task 7 sheet.](#)

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### Funding Source Budget Table

Did the MPO use the UPWP Budget Table template provided by the Central Office for Funding Source Budget Table?

[Yes](#)

**Total Year 1 contract amounts:**

- DRAFT UPWP:
  - PL funds, which include Year 1 FTA 5305(d) and Year 1 PL funds (refer to Chris Bratton's PL Spreadsheet ***total should not include estimated amount to be de-obligated from the previous FY***)? [Yes | If yes, page number: 35](#)
  - STBG or other federal funds (Year 1 amount shown in FDOT Tentative Work Program)? [No](#)
  - Prior year active FTA contracts (PTGAs) with estimated amount? (contracts will be aligned in the fall once we have remaining balances at the end of the fiscal year.) [Not applicable](#)
- FINAL UPWP:
  - PL funds, which include Year 1 FTA 5305(d) and Year 1 PL funds (refer to Chris Bratton's UPDATED PL Spreadsheet, which will include the MPO Board approved de-obligated amount)? [Not Applicable](#)
  - STBG funds or other federal funds (Year 1 amount shown in FDOT Tentative Work Program) + MPO Board approved de-obligated funds (if applicable) [Not Applicable](#)
  - Prior year active FTA contracts (PTGAs) with estimated amount? (contracts will be aligned in the fall once we have remaining balances at the end of the fiscal year.) [Not Applicable](#)
- Does the Funding Source Budget Table include soft match amounts? [Yes](#)

**Critical**

[Correct the PL amount for FHWA contract to be \\$697,924 for FY25.](#)

---

**Total Year 2 contract amounts:**

- DRAFT UPWP:

## Unified Planning Work Program (UPWP)

### Review Checklist

---

- PL funds, which include Year 2 FTA 5305(d) and Year 2 PL funds (refer to Chris Bratton’s UPDATED PL Spreadsheet, which will include the MPO Board approved de-obligated amount)? [Yes](#) | [If yes, page number: 35](#)
- STBG or other federal funds (Year 2 amount shown in FDOT Tentative Work Program)? [No](#)
- FINAL UPWP:
  - PL funds, which include Year 2 FTA 5305(d) and Year 2 PL funds (refer to Chris Bratton’s UPDATED PL Spreadsheet, which will include the MPO Board approved de-obligated amount)? [Not Applicable](#)
  - STBG funds or other federal funds (Year 2 amount shown in FDOT Tentative Work Program) + MPO Board approved de-obligated funds (if applicable) [Not Applicable](#)
- Does the Funding Source Budget Table include soft match amounts? [Yes](#)

**Critical** [Correct the PL amount for FHWA contract to be \\$705,133 for FY26.](#)

---

Since the UPWP is the “Scope of Service” for the FDOT/MPO Agreement, it is important to confirm that the total amounts for Year 1 and Year 2 in the UPWP also match what is shown on the FDOT/MPO Agreement.

- Do the FINAL UPWP PL amounts shown in Year 1 plus Year 2 match what is shown on the new FDOT/MPO Agreement? [No](#)
- Does Other FHWA funding (i.e., SU, CMAQ, etc.) amounts shown in Year 1 and Year 2 match what is shown on the new FDOT/MPO Agreement? [No](#)

**Critical** [Correct the PL amount for FHWA contract to be \\$697,924 for FY25 and Correct the PL amount for FHWA contract to be \\$705,133 for FY26.](#)

---

### Summary Budget Table

Did the MPO use the UPWP Budget Table template provided by the Central Office for the Summary Budget Table?  
[Yes](#)

Do the **total Year 1 contract amounts** match what is shown on the Funding Source Budget Table? [No](#)

Do the **total Year 2 contract amounts** match what is shown on the Funding Source Budget Table? [No](#)

**Critical** [Correct the PL amount for FHWA contract to be \\$697,924 for FY25.](#)

**Critical** [Correct the PL amount for FHWA contract to be \\$705,133 for FY26.](#)

---

### General UPWP Comments

**Critical** [Ensure that the UPWP identifies 2.5% of PL for Complete Streets Planning in both budget table and task. Per email from Mark Reichert to Staff Directors on 03/26/2024.](#)



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**Planning Comments**

Document Name: <u>Draft UPWP</u>		MPO: <u>Hernando-Citrus MPO</u>	
Date of Document: 04/02/2024	Date Received 03/15/2024	Date Reviewed 04/12/2024	District: 7
Reviewed by: Curlene Thomas			

**COMMENTS**

Page #	Comment Type	Comment Description
1	Critical	<b>Statutory Requirement:</b> Please ensure the UPWP includes information that demonstrates how the annual 2.5% set-aside of PL Funds for Complete Streets is met.
2	Critical	<b>Purchases:</b> Please note that any equipment purchases equal to or greater than \$5,000 (for a single unit) must have prior FHWA Approval, unless the UPWP contains sufficient detailed information to facilitate such approval during the document review process.
3	Critical	<b>Federal Aid Project (FAP) &amp; State Financial Management Numbers:</b> Please ensure the updated Federal Aid Project (FAP) number and the State Financial Management (FM) numbers are used for the final UPWP.
4 9	Critical	<b>UPWP Introduction:</b> Please include a discussion on the use of the soft match policy for the Federal funds. This should also identify the total amount of the soft match and percentages of the match this is 81.93:18.07. Please also note that the soft match amount must also be shown for each task in the Budget summary tables as well. The MPO needs to also include the soft match discussion in the Introduction and the amounts in the Summary Budget Tables for any STBG Funds (such as SU – or other FHWA non-PL Funds).
5	Critical	<b>Continuity of Operations (COOP):</b> Please include activities under the appropriate task to review and update the MPO's

			<p>COOP to consider pandemic scenarios.</p> <p><b>As applicable</b>, the MPO should review and consider what alternative operational and alternative public involvement outreach strategies may be required for these type of events (particularly if it is long term). This review may entail updating operational documents such as PPPs, bylaws, and others.</p>
6		Critical	<p><b>UPWP Tasks:</b> Please ensure that Tasks include adequate level of detail including task description, work to be accomplished for each task, schedule showing anticipated completion dates, cost, and who will be doing the work (staff or consultant).</p> <p>It will continue to be the responsibility of the District and MPO to ensure that all activities undertaken in the UPWP tasks are eligible and allowable costs.</p>
7		Critical	<p><b>Agreements &amp; Certifications:</b> All Agreements and Certifications including Debarment and Suspension, Contracts, Grants, and Cooperative Agreements, Title VI Nondiscrimination Policy Statement and Disadvantaged Business Enterprise (DBE) statements should be signed and dated and included in the final version of the UPWP.</p>
8		Critical	<p><b>Activities Ineligible for Federal Funds:</b> If the MPO performs any activities ineligible for federal funds such as legislative work – legislative position development, etc., local funds should be programmed on the appropriate tasks to cover such activities. This should also be included in the UPWP Task and Summary Budget Tables.</p>
9	32	Critical	<p><b>Regional Coordinated Efforts:</b> If the MPO will be contributing any federal funds to another MPO or entity for regional coordination work and end products (or the MPO is receiving federal funds from other MPOs or entities for the same or any purpose), those funds and activities must be reflected in all the participating MPOs' UPWPs consistently. Please coordinate with FDOT Liaison and FHWA Planner to ensure use of the proper format and documentation reflecting the funds, and the related activities. Please also provide FHWA with a copy of any Memorandum of Understanding (MOU) for such activities.</p> <p><b>Task 7 – Looks Good.</b></p>
10		Critical	<p><b>Funding Tables:</b> Please ensure all funds identified are currently available for the MPO to use in this UPWP. Please verify funding levels available to the MPO prior to the final UPWP submission. If funding is overprogrammed, the UPWP will be approved only for the levels of funding available and verified from the FDOT Central Office PL Fund</p>

			<p>Coordinator and the Districts.</p> <p><b>Hernando- Citrus should coordinate with their FDOT Liaison to ensure that the accurate amount of Federal Planning Funds (PL) is utilized for the Final UPWP.</b></p> <p><b>Also please ensure that the Final UPWP funding amounts reflect de-obligated funds from previous UPWP.</b></p>
11		General	When submitting the final UPWP for approval, please include a copy of all the reviewing agencies' comments and how the MPO addressed each comment. This can be included as an appendix in the UPWP
12		General	<b>If applicable</b> , please include in the appropriate Task an activity to capture the MPO's efforts to address <b>any</b> changes resulting from the release of the 2020 U.S. Census results.
13		General	If the MPO has decided not to use FDOT's Travel Policy. The MPO should include a copy of its approved Travel Policy in the UPWP.
14		<b>Editorial</b>	<i>Remarkable lay-out and attention to details on Tasks – Task are clearly defined. Task Related Budget Tables are thorough and easy to follow with relevant information available.</i>



4-22-24: MPO Addressed the Comments and are shown dated in underlined purple font.

## UNIFIED PLANNING WORK PROGRAM (UPWP) REVIEW CHECKLIST

MPO: **Hernando-Citrus MPO**

UPWP Draft # or Date: **Draft #1**

Review #: **1**

Date of Review: **March 22, 2024**

Reviewed By: **SZ/KO**

DS  
SZ

The following UPWP Review Checklist is provided to assist in the review of the MPO’s UPWP. This Review Checklist is to be completed by the MPO Liaison and included in the UPWP Appendix.

Comments should be categorized as:

**Editorial:** Comments may be addressed by MPO but would not affect approval of the document, i.e., grammatical, spelling, and other related errors.

**Enhancement:** Comments may be addressed by MPO but would not affect the approval of the document, i.e., improve the quality of the document and the understanding for the public (improving graphics, re-packaging of the document, use of plain language, reformatting for clarity, removing redundant language).

**Critical:** Comment MUST be addressed to meet minimum state and federal requirements to obtain approval. The reviewer must clearly identify the applicable state or federal policies, regulations, guidance, procedures, or statutes that the document does not conform with.

A space for comments for each section is provided at the bottom of each section.

### UPWP Cover & Title Page

Does the cover or title page include the following information?

- MPO name, address, website? **Yes | If yes, page number: 1**
- CFDA number (FHWA – PL & SU: 20.205, FTA 5305: 20.505)? **Yes | If yes, page number: 1**
- Identification of agencies providing funds for the UPWP? **Yes | If yes, page number: 1**
- Financial Project Number (FPN) for each contract shown in UPWP? **Yes | If yes, page number: 1**
- Federal Award Identification Number (FAIN) for FHWA contracts (or the Federal Aid Project Number [FAP])? **Yes | If yes, page number: 1**
- Correct State Fiscal Years? **Yes | If yes, page number: 1**
- Statement of nondiscrimination? **Yes | If yes, page number: 2**
- DRAFT UPWP: Space for adoption date and revision dates? **Yes | If yes, page number: 1 and 3**
- FINAL UPWP: Adoption date and space for revision dates? **Not Applicable | If yes, page number: xx**

**Critical**

*Federal Aid Project Number is FAP 0412-062-M; Contract No. is G2V07. Line for FAIN # can be removed.* Response 4-22-24: MPO Inserted New Numbers

### Required Content

Does the UPWP have the following information?

- Introduction? **Yes | If yes, page number: 6-15**

## Unified Planning Work Program (UPWP)

### Review Checklist

---

- Organization and Management? [Yes | If yes, page number: 16-18](#)
- UPWP Planning Task Pages? [Yes | If yes, page number: 19-33](#)
- Funding Source Budget Table and Summary Budget Table? [Yes | If yes, page number: 34-37](#)
- Definition of acronyms used in UPWP? [Yes | If yes, page number: 38-43](#)
- District Planning Activities? [Yes | If yes, page number: 57](#)
- Indirect Rate Approval (if required)? [Not Applicable | If yes, page number: xx](#)
  - Cost Allocation Plan and Certificate of Indirect Cost in an appendix? [Not Applicable | If yes, page number: xx](#)
- In TMAs, the MPO must identify and include cost estimates for transportation planning, research, and technology transfer activities funded with other federal, state, or local funds being conducted within the MPO area (this includes planning and feasibility studies by other entities) (23 CFR 420.111(e)). [Yes | If yes, page number: 32-33](#)
- DRAFT UPWP:
  - A place for the signed Resolution adopting the final UPWP? [Yes | If yes, page number: 53-56](#)
  - A place for the draft Resolution to adopt Travel Policy if not using FDOT policy (if required)? [Yes | If yes, page number: 53](#)
  - A place for the Cost Analysis Certification Statement? [Yes | If yes, page number: 5](#)
  - A place for the FHWA Certifications and Assurances? [Yes | If yes, page number: 46-52](#)
- FINAL UPWP:
  - The signed Resolution adopting the UPWP? [Not Applicable | If yes, page number: xx](#)
  - The signed Resolution adopting the Travel Policy if not using FDOT policy (if required)? [Not Applicable | If yes, page number: xx](#)
  - The signed Cost Analysis Certification Statement? [Not Applicable | If yes, page number: xx](#)
  - The signed FHWA Certifications and Assurances? [Not Applicable | If yes, page number: xx](#)
  - UPWP Comments? [Not Applicable | If yes, page number: xx](#)
- Appendix to include items previously mentioned: Travel Policy (if required), Cost Allocation Plan and Certificate of Indirect Cost (if required), and UPWP Comments? [Yes | If yes, page number: 34-78](#)

Critical

Signed Final Resolution, Cost Certification, Travel Policy, and Certs & Assurances pages will be provided with Final Document. [Response 4-22-24: MPO will insert required signature documents in final document.](#)

Enhancement

It could be beneficial to include the definition of acronyms at the beginning of the document instead of the end of the document for a point of reference. [Response 4-22-24: Per discussion with FDOT, acceptable for Glossary to be an Appendix.](#)

Critical

Ensure that the "Statement of CPG Participation" language on page 8 is using the checklist language verbatim. [Response 4-22-24: edit completed.](#)

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### Introduction

Does the introduction include the following elements?

- Definition and purpose of the UPWP? [Yes | If yes, page number: 6](#)
- Overview of MPO's comprehensive transportation planning activities? [Yes | If yes, page number: 6-8](#)
- Discussion of planning priorities, both MPO and local? [Yes | If yes, page number: 6-7](#)
- Statement of CPG participation: "The FDOT and the (insert organization name) participate in the Consolidated Planning Grant (CPG). The CPG enables FDOT, in cooperation with the MPO, FHWA, and FTA, to annually consolidate Florida's FHWA PL and FTA 5305(d) metropolitan planning fund allocations into a single grant that is

## Unified Planning Work Program (UPWP)

### Review Checklist

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administered by the FHWA Florida Division. These funds are annually apportioned to FDOT as the direct recipient and allocated to the MPO by FDOT utilizing formulas approved by the MPO, FDOT, FHWA, and FTA in accordance with 23 CFR 420.109 and 49, U.S.C. Chapter 53. The FDOT is fulfilling the CPG's required 18.07% non-federal share (match) using Transportation Development Credits as permitted by 23 CFR 120(i) and FTA C 8100.1D". [Yes | If yes, page number: 8](#)

- Definition of the soft match: Section 120 of Title 23, U.S.C., permits a State to use certain toll revenue expenditures as a credit toward the non-Federal matching share of all programs authorized by Title 23 (except Emergency Relief Programs) and for transit programs authorized by Chapter 53 of Title 49, U.S.C. This is, in essence, a "soft-match" provision that allows the Federal share to be increased up to 100% to the extent credits are available. The "soft match" amount utilized to match the FHWA funding in the UPWP is 18.07% of FHWA program funds for a total of \$\_\_\_\_\_ ? [Yes | If yes, page number: 9](#)
- Description of the public involvement process used to develop the MPO's UPWP? [Yes](#)  [No](#)  [Page number: 9](#)
- Description of how the MPO addresses the [Federal Planning Factors](#) - (23 CFR 450.306(b)) – can be demonstrated using a matrix? [Yes | If yes, page number: 9-11](#)
- Description of how the MPO's UPWP addresses the [2021 Federal Planning Emphasis Areas](#)? [Yes | If yes, page number: 11-14](#)
- If MPO is not in attainment, description of transportation related air quality planning activities regardless of funding sources or agencies conducting activities? [Not Applicable | If yes, page number: xx](#)

Critical

There needs to be discussion of how the MPO addresses the Federal Planning Emphasis Areas, not just listing what they are. [Response 4-22-24: MPO addressed Federal Planning Emphasis Areas per FDOT on Page 15.](#)

Critical

Ensure that the soft match is updated on page 9 after the PL amounts are corrected for FY 25 and 26 in the Budget Tables. [Response 4-22-24: Completed](#)

---

### MPO Organization and Management

At a minimum, does the UPWP include information on the following items?

- Identification of participants and description of role in the UPWP planning process? [Yes | If yes, page number: 16-17](#)
- Discussion of agreements, including date executed:
  - Metropolitan Planning Agreement (FHWA funds)? [Yes | If yes, page number: 18](#)
  - Public Transportation Grant Agreements (prior year FTA funds)? [Not Applicable | If yes, page number: xx](#)
  - Interlocal Agreement for the Creation (or Redesignation) of the Metropolitan Planning Organization? [Yes | If yes, page number: 17](#)
  - Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement (ICAR)? [Yes | If yes, page number: 17](#)
  - Memorandum of Understanding between MPOs or FDOT if transferring funds to accomplish Regional Activities? [No | If yes, page number: xx](#)
- Discussion and identification of operational procedures and bylaws including date executed:
  - Continuity of Operations (COOP): [Yes | If yes, page number: 18](#)
  - MPO Bylaws: [Yes | If yes, page number: 18](#)
- Does the MPO include the following SIGNED Certifications and Assurances section?

## Unified Planning Work Program (UPWP)

### Review Checklist

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- Disadvantaged Business Enterprise Utilization? [Yes | If yes, page number: 49](#)
- Debarment and Suspension Certification? [Yes | If yes, page number: 47](#)
- Lobbying Certification for Grants, Loans, and Cooperative Agreements? [Yes | If yes, page number: 48](#)
- Title VI/Nondiscrimination Assurances? [Yes | If yes, page number: 50](#)
- Appendices A and E? [Yes | If yes, page number: 51-52](#)
- Discussion of Indirect Rate Plan, and, in an appendix, inclusion of the signed Cost Allocation Plan and Certificate of Indirect Cost, if applicable. [Not Applicable | If yes, page number: xx](#)

**Critical** [Remove mention of TBARTA under Agreements section since the agency will be dissolved by the time this UPWP is in effect. Response 4-22-24: Per FDOT, disregard comment at this time.](#)

**Critical** [Signed Final Resolution, Cost Certification, and Certs & Assurances pages will be provided with Final Document. Response 4-22-24: Signed documents will be submitted with final document.](#)

---

### Work Elements/Tasks Sheets

At a minimum, does the UPWP have the following distinct tasks or subtasks?

- MPO Administration? [Yes | If yes, page number: 24-26](#)
- Transportation Improvement Program (TIP)? [Yes | If yes, page number: 22-23](#)
- Long Range Transportation Plan (LRTP)? [Yes | If yes, page number: 20-21](#)
- MPO Regional Activities Task (if required)? [Select response | If yes, page number: 30-31](#)

[No comment](#)

---

Do each of the Work Element/Task Summary Pages include the following?

- Is each Task Sheet named and numbered? [Yes](#)
- Does each Task Sheet include Purpose, Previous Work, and Required Activities? [Yes](#)
- Do the required activities list who will be completing the work? [Yes](#)
- Does each Task Sheet indicate who the responsible agency or agencies are? [Yes](#)
- Does each Task Sheet include end products/deliverables with a description of the scope and estimated completion date? [Yes](#)
- Does the supporting narrative for each task provide sufficient detail to determine the eligibility, necessity, and reasonableness of the purchase? [Yes](#)
- If memberships are listed as an expense, does it state that the memberships are for organizational memberships, not individual memberships? [Yes | If yes, page number 25](#)

**Critical** [Update the language used Responsible Agency\(s\) and Completion of Work” for each task to read: “Consultant will assist with these tasks. FHWA, FTA, and other funds maybe used in support of these tasks \(lobbying is an ineligible expense for federal funds\). All projects are consistent with federal and state regulations and detailed in invoices submitted to the FDOT for reimbursement.”](#)

**Critical** [Response 4-22-24: Language reflected in revised UPWP. Page 25 lists organizational due/memberships as an activity. Please ensure that language is added after the Memberships are not for individual memberships.](#)

[Response 4-22-24: Language reflected in revised UPWP.](#)

---

### Work Elements/Tasks Sheets Budget Tables

## Unified Planning Work Program (UPWP)

### Review Checklist

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Did the MPO use the latest UPWP Budget Table template provided by the Central Office for task budget tables, which includes a location to show do-obligated funds? **No**

If the MPO did not use the latest UPWP Budget Table template, did the MPO show de-obligated funds by source somewhere else in the UPWP? **No**

Did the MPO prepare Task Summary Budget tables for Year 1 and Year 2 (either individually or combined)? **Yes | If yes, page number: 34-37**

Does MPO **Administration Task** have a subcategory for:

- Personnel Services? **Yes | If yes, page number: 26**
- Equipment? Equipment costing more than \$5,000 per item should be listed separately. **No | If yes, page number: xx**
- Travel? **Yes | If yes, page number: 26**
- Supplies? Supplies costing more than \$1,000 per item should be listed separately. **No | If yes, page number: xx**
- Direct Expenses? **Yes | If yes, page number: 26**
- Indirect Expenses (only required if MPO has an approved indirect rate)? **Not applicable | If yes, page number: xx**
- Are Atypical expenses (see [Guide for UPWP Development](#)) clearly described? **Not applicable | If yes, page number: xx**
- Is Annual Audit expense included, if required? **Yes | If yes, page number: 25**

Do each of the other Work Element/Task Summary **Estimated Budget Tables** include the following?

- Personnel Services? **Yes**
- Consultant Services (if using consultant on task)? **Yes**
- Travel (if needed)? **Not Applicable**
- Direct Expenses (if needed)? **Not Applicable**
- Indirect Expenses (only required if MPO has an approved indirect rate)? **Not Applicable**
- Supplies (if needed)? **Not Applicable**
- Equipment (if needed)? **Not Applicable**

- Critical** Ensure that the final document includes the revised UPWP Task Sheets Budget Tables with de-obligated Funds included on each task and the summary budget tables, even though the de-obligated amount is \$0.
- Critical** Ensure that Equipment is included as a subcategory under the Administration task, Task 3.
- Critical** Ensure that Supplies is included as a subcategory under the Administration task, Task 3.
- Critical** Task 6 has language stating that consultants will be utilized for this task; however, on the funding table, no funds are shown on the funding table under consultant. Either add consultant funds to the table or remove the consultant language from this task.

---

[Response 4-22-24: All four critical comments addressed in the draft UPWP.](#)

**MPO Regional Activities Task** (required if MPO is transferring funds between MPOs and/or FDOT to complete regional planning activities)

## Unified Planning Work Program (UPWP)

### Review Checklist

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Does the MPO have distinct tables to reflect MPO funding and overall regional task funding? In the UPWP Budget Table template provided by the Central Office, these tables are called MPO Regional Activities and All Regional Accounting. [Yes | If yes, page number: 33](#)

Do the Regional Work Element/Task Budget Table(s):

- Show ALL agencies (e.g., other MPOs, FDOT) included in the regional activities? [Yes | If yes, page number: 33](#)
- Show amounts to be transferred by the MPO to other agencies (if applicable)? [Yes | If yes, page number: 33](#)
- Show amounts to be received by the MPO from other agencies (if applicable)? [Yes | If yes, page number: 33](#)
- Show activities the funds are being used for? [Yes | If yes, page number: 32](#)
- Do all participating MPOs use identical:
  - Descriptions of the activities to be completed [Yes | If yes, page number: 32](#)
  - Task name, activity description(s), and budgeted funds [Yes | If yes, page number: 32](#)

**Critical**

[Page 32, Task 7 sheet needs to be identical to the other MPO's Task 7 sheet. Response 4-22-24: Updated Task 7.](#)

---

### Funding Source Budget Table

Did the MPO use the UPWP Budget Table template provided by the Central Office for Funding Source Budget Table?

[Yes](#)

**Total Year 1 contract amounts:**

- DRAFT UPWP:
  - PL funds, which include Year 1 FTA 5305(d) and Year 1 PL funds (refer to Chris Bratton's PL Spreadsheet ***total should not include estimated amount to be de-obligated from the previous FY***)? [Yes | If yes, page number: 35](#)
  - STBG or other federal funds (Year 1 amount shown in FDOT Tentative Work Program)? [No](#)
  - Prior year active FTA contracts (PTGAs) with estimated amount? (contracts will be aligned in the fall once we have remaining balances at the end of the fiscal year.) [Not applicable](#)
- FINAL UPWP:
  - PL funds, which include Year 1 FTA 5305(d) and Year 1 PL funds (refer to Chris Bratton's UPDATED PL Spreadsheet, which will include the MPO Board approved de-obligated amount)? [Not Applicable](#)
  - STBG funds or other federal funds (Year 1 amount shown in FDOT Tentative Work Program) + MPO Board approved de-obligated funds (if applicable) [Not Applicable](#)
  - Prior year active FTA contracts (PTGAs) with estimated amount? (contracts will be aligned in the fall once we have remaining balances at the end of the fiscal year.) [Not Applicable](#)
- Does the Funding Source Budget Table include soft match amounts? [Yes](#)

**Critical**

[Correct the PL amount for FHWA contract to be \\$697,924 for FY25. Response 4-22-24: Amounts were updated in the draft UPWP.](#)

---

**Total Year 2 contract amounts:**

- DRAFT UPWP:

## Unified Planning Work Program (UPWP)

### Review Checklist

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- PL funds, which include Year 2 FTA 5305(d) and Year 2 PL funds (refer to Chris Bratton’s UPDATED PL Spreadsheet, which will include the MPO Board approved de-obligated amount)? [Yes](#) | [If yes, page number: 35](#)
- STBG or other federal funds (Year 2 amount shown in FDOT Tentative Work Program)? [No](#)
- FINAL UPWP:
  - PL funds, which include Year 2 FTA 5305(d) and Year 2 PL funds (refer to Chris Bratton’s UPDATED PL Spreadsheet, which will include the MPO Board approved de-obligated amount)? [Not Applicable](#)
  - STBG funds or other federal funds (Year 2 amount shown in FDOT Tentative Work Program) + MPO Board approved de-obligated funds (if applicable) [Not Applicable](#)
- Does the Funding Source Budget Table include soft match amounts? [Yes](#)

**Critical**                      [Correct the PL amount for FHWA contract to be \\$705,133 for FY26.](#)      [Response 4-22-24: Amount updated in draft UPWP.](#)

---

Since the UPWP is the “Scope of Service” for the FDOT/MPO Agreement, it is important to confirm that the total amounts for Year 1 and Year 2 in the UPWP also match what is shown on the FDOT/MPO Agreement.

- Do the FINAL UPWP PL amounts shown in Year 1 plus Year 2 match what is shown on the new FDOT/MPO Agreement? [No](#)
- Does Other FHWA funding (i.e., SU, CMAQ, etc.) amounts shown in Year 1 and Year 2 match what is shown on the new FDOT/MPO Agreement? [No](#)

**Critical**                      [Correct the PL amount for FHWA contract to be \\$697,924 for FY25 and Correct the PL amount for FHWA contract to be \\$705,133 for FY26.](#)      [Response 4-22-24: Amounts updated in draft UPWP.](#)

---

### Summary Budget Table

Did the MPO use the UPWP Budget Table template provided by the Central Office for the Summary Budget Table?  
[Yes](#)

Do the **total Year 1 contract amounts** match what is shown on the Funding Source Budget Table? [No](#)

Do the **total Year 2 contract amounts** match what is shown on the Funding Source Budget Table? [No](#)

**Critical**                      [Correct the PL amount for FHWA contract to be \\$697,924 for FY25.](#)      [Response 4-22-24: Amounts updated in draft UPWP.](#)

**Critical**                      [Correct the PL amount for FHWA contract to be \\$705,133 for FY26.](#)

---

### General UPWP Comments

**Critical**                      [Ensure that the UPWP identifies 2.5% of PL for Complete Streets Planning in both budget table and task. Per email from Mark Reichert to Staff Directors on 03/26/2024.](#)      [Response 4-22-24: Amount updated and reflected in draft UPWP](#)



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**Planning Comments**

Document Name: <u>Draft UPWP</u>		MPO: <u>Hernando-Citrus MPO</u>	
Date of Document: 04/02/2024	Date Received 03/15/2024	Date Reviewed 04/12/2024	District: 7
Reviewed by: Curlene Thomas			

**COMMENTS**

Page #	Comment Type	Comment Description
1	Critical	<b>Statutory Requirement:</b> Please ensure the UPWP includes information that demonstrates how the annual 2.5% set-aside of PL Funds for Complete Streets is met. (MPO Response: Addressed in Draft UPWP)
2	Critical	<b>Purchases:</b> Please note that any equipment purchases equal to or greater than \$5,000 (for a single unit) must have prior FHWA Approval, unless the UPWP contains sufficient detailed information to facilitate such approval during the document review process. (MPO Response: Addressed in Draft UPWP)
3	Critical	<b>Federal Aid Project (FAP) &amp; State Financial Management Numbers:</b> Please ensure the updated Federal Aid Project (FAP) number and the State Financial Management (FM) numbers are used for the final UPWP. (MPO Response: Addressed in Draft UPWP)
4 9	Critical	<b>UPWP Introduction:</b> Please include a discussion on the use of the soft match policy for the Federal funds. This should also identify the total amount of the soft match and percentages of the match this is 81.93:18.07. Please also note that the soft match amount must also be shown for each task in the Budget summary tables as well. The MPO needs to also include the soft match discussion in the Introduction and the amounts in the Summary Budget Tables for any STBG Funds (such as SU – or other FHWA non-PL Funds). (MPO Response: Addressed in Draft UPWP)

5		Critical	<p><b>Continuity of Operations (COOP):</b> Please include activities under the appropriate task to review and update the MPO's COOP to consider pandemic scenarios. (MPO Response: Addressed in Draft UPWP)</p> <p><b>As applicable,</b> the MPO should review and consider what alternative operational and alternative public involvement outreach strategies may be required for these type of events (particularly if it is long term). This review may entail updating operational documents such as PPPs, bylaws, and others.</p>
6		Critical	<p><b>UPWP Tasks:</b> Please ensure that Tasks include adequate level of detail including task description, work to be accomplished for each task, schedule showing anticipated completion dates, cost, and who will be doing the work (staff or consultant). (MPO Response: Addressed in Draft UPWP)</p> <p>It will continue to be the responsibility of the District and MPO to ensure that all activities undertaken in the UPWP tasks are eligible and allowable costs.</p> <p><b>MPO Response: Acknowledged.</b></p>
7		Critical	<p><b>Agreements &amp; Certifications:</b> All Agreements and Certifications including Debarment and Suspension, Contracts, Grants, and Cooperative Agreements, Title VI Nondiscrimination Policy Statement and Disadvantaged Business Enterprise (DBE) statements should be signed and dated and included in the final version of the UPWP.</p> <p><b>(MPO Response: To be included in final document.)</b></p>
8		Critical	<p><b>Activities Ineligible for Federal Funds:</b> If the MPO performs any activities ineligible for federal funds such as legislative work – legislative position development, etc., local funds should be programmed on the appropriate tasks to cover such activities. This should also be included in the UPWP Task and Summary Budget Tables. (MPO Response: No use of local funds in draft UPWP)</p>
9	32	Critical	<p><b>Regional Coordinated Efforts:</b> If the MPO will be contributing any federal funds to another MPO or entity for regional coordination work and end products (or the MPO is receiving federal funds from other MPOs or entities for the same or any purpose), those funds and activities must be reflected in all the participating MPOs' UPWPs consistently. Please coordinate with FDOT Liaison and FHWA Planner to ensure use of the proper format and documentation reflecting the funds, and the related activities. Please also provide FHWA with a copy of any Memorandum of Understanding (MOU) for such activities.</p>

			<p><b>Task 7 – Looks Good.</b></p> <p>MPO Response: Thank you.</p>
10		Critical	<p><b>Funding Tables:</b> Please ensure all funds identified are currently available for the MPO to use in this UPWP. Please verify funding levels available to the MPO prior to the final UPWP submission. If funding is overprogrammed, the UPWP will be approved only for the levels of funding available and verified from the FDOT Central Office PL Fund Coordinator and the Districts. (MPO Response: Addressed in Draft UPWP)</p> <p><b>Hernando- Citrus should coordinate with their FDOT Liaison to ensure that the accurate amount of Federal Planning Funds (PL) is utilized for the Final UPWP.</b> (MPO Response: Addressed in Draft UPWP)</p> <p><b>Also please ensure that the Final UPWP funding amounts reflect de-obligated funds from previous UPWP.</b> (MPO Response: Addressed in Draft UPWP)</p>
11		General	<p>When submitting the final UPWP for approval, please include a copy of all the reviewing agencies' comments and how the MPO addressed each comment. This can be included as an appendix in the UPWP. (MPO Response: Separate document to be included in final UPWP)</p>
12		General	<p><b>If applicable</b>, please include in the appropriate Task an activity to capture the MPO's efforts to address <b>any</b> changes resulting from the release of the 2020 U.S. Census results.</p>
13		General	<p>If the MPO has decided not to use FDOT's Travel Policy. The MPO should include a copy of its approved Travel Policy in the UPWP. (MPO Response: Addressed in Draft UPWP)</p>
14		Editorial	<p><i>Remarkable lay-out and attention to details on Tasks – Task are clearly defined. Task Related Budget Tables are thorough and easy to follow with relevant information available.</i> (MPO Response: MPO thanks FHWA for this compliment.)</p>

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

Financial Project No.: <u>439335-5-14-01</u> _____ (item segment phase sequence)  Contract No.: <u>G2V07</u> _____	Fund: <u>PL</u> _____ Function: <u>215</u> _____ Federal Award Identification No. (FAIN): <u>0412-062-M</u> _____ MPO SAM No.: <u>MWKBKNTZ9SW7</u> _____	FLAIR Approp.: _____ <u>088854</u> FLAIR Obj.: _____ <u>780000</u> _____ Org. Code: _____ <u>55072010730</u> _____ Vendor No.: _____ <u>F591155275017</u> _____
CFDA Number & Title: <u>20.205 Highway Planning &amp; Construction</u>		

THIS FDOT/METROPOLITAN PLANNING ORGANIZATION AGREEMENT (Agreement) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 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, 11201 N. McKinley Dr, Tampa, FL 33612 and the Hernando-Citrus Metropolitan Planning Organization (MPO), whose address is 789 Providence Boulevard, Brooksville, FL 34601, and whose System for Award Management (SAM) Number is: MWKBKNTZ9SW7 (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 \$1,403,057. 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 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

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

525-010-02  
POLICY PLANNING  
OGC – 02/24  
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439335-5-14-01 (PL Funds)	\$1,403,057

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, 2024 or the date the Agreement is fully executed, whichever is later, and expire on June 30, 2026. If the Agreement is fully executed after July 1, 2024, then the term of the Agreement shall be less than two (2) years and the Agreement shall expire on June 30, 2026. 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:

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 Hernando-Citrus Metropolitan Planning Organization (MPO) - 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
- D. Exhibit "D", Contract Payment Requirements

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

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

MPO

Florida Department of Transportation

Hernando-Citrus Metropolitan Planning Organization (MPO)  
MPO Name

Jerry Campbell  
Signatory (Printed or Typed)

Justin Hall  
Department of Transportation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

MPO Chair  
Title

Director of Transportation Development  
Title

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

\_\_\_\_\_  
Legal Review  
Department of Transportation  
Martin Hernandez

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: \$1,403,057

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: N/A

\*\*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

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>.

**RESOLUTION 2024-3**

**A RESOLUTION OF THE HERNANDO/CITRUS  
METROPOLITAN PLANNING ORGANIZATION  
ADOPTING THE FISCAL YEAR 2024/2025 AND FISCAL YEAR 2025/2026  
UNIFIED PLANNING WORK PROGRAM (UPWP)**

**WHEREAS**, the Florida Department of Transportation (FDOT), in conjunction with the Hernando/Citrus Metropolitan Planning Organization (MPO) requires the development of a Unified Planning Work Program (UPWP); and,

**WHEREAS**, pursuant to Titles 23 and 49, Code of Federal Regulations (CFR) and Chapter 339.175, Florida Statutes, the UPWP is intended to document the transportation planning activities that will occur during Fiscal Year 2024/2025 and Fiscal Year 2025/2026; and,

**WHEREAS**, adoption of the UPWP must be accompanied by a resolution and/or minutes documenting the Hernando/Citrus MPO action and forwarded to the FDOT.

**NOW, THEREFORE, BE IT RESOLVED**, that the Hernando/Citrus Metropolitan Planning Organization (MPO) duly assembled in regular session this 2<sup>nd</sup> day of May 2024, formally adopts the Unified Planning Work Program for Fiscal Year 2024/2025 and Fiscal Year 2025/2026 and authorizes submittal to State and Federal Agencies as required.

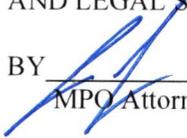
**HERNANDO/CITRUS  
METROPOLITAN PLANNING ORGANIZATION**

Attest:

(SEAL)

  
Jerry Campbell, MPO Chair

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY   
MPO Attorney

**AUTHENTICATION**

The Hernando/Citrus Metropolitan Planning Organization (MPO) in regular session on May 2, 2024, adopted the Unified Planning Work Program (UPWP) for Fiscal Year 2024/2025 and Fiscal Year 2025/2026.

  
\_\_\_\_\_  
Jerry Campbell, MPO Chair

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY   
\_\_\_\_\_  
MPO Attorney

FLORIDA DEPARTMENT OF TRANSPORTATION  
**UNIFIED PLANNING WORK PROGRAM (UPWP)**  
**STATEMENTS AND ASSURANCES**

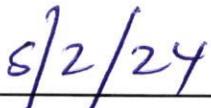
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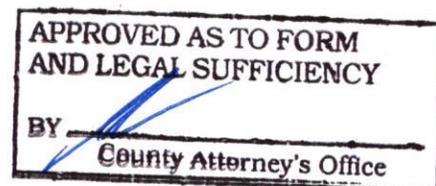
**DEBARMENT and SUSPENSION CERTIFICATION**

As required by the USDOT regulation on Governmentwide Debarment and Suspension at 49 CFR 29.510

- (1) The Hernando/Citrus MPO hereby certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in paragraph (b) of this certification; and
  - (d) Have not, within a three-year period preceding this certification, had one or more public transactions (federal, state or local) terminated for cause or default.
- (2) The Hernando/Citrus MPO also hereby certifies that if, later, it becomes aware of any information contradicting the statements of paragraphs (a) through (d) above, it will promptly provide that information to the U.S.D.O.T.

  
\_\_\_\_\_  
Name: Jerry Campbell  
Title: MPO Chair

  
\_\_\_\_\_  
Date



Университетская библиотека  
И. П. Павлова  
С. П. Павлова  
С. П. Павлова

FLORIDA DEPARTMENT OF TRANSPORTATION  
**UNIFIED PLANNING WORK PROGRAM (UPWP)**  
**STATEMENTS AND ASSURANCES**

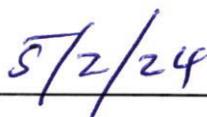
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POLICY PLANNING  
05/18

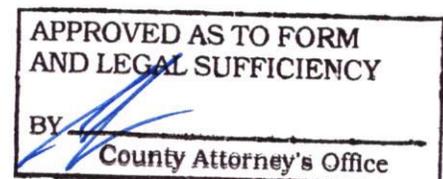
**LOBBYING CERTIFICATION for GRANTS, LOANS and COOPERATIVE AGREEMENTS**

In accordance with Section 1352 of Title 31, United States Code, it is the policy of the Hernando/Citrus MPO that:

- (1) No Federal or state appropriated funds have been paid or will be paid by or on behalf of the Hernando/Citrus MPO, to any person for influencing or attempting to influence an officer or employee of any Federal or state agency, or a member of Congress or the state legislature in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid 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 Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Hernando/Citrus MPO shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts and subcontracts under grants, subgrants, loans, and cooperative agreement), which exceeds \$100,000, and that all such subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

  
\_\_\_\_\_  
Name: Jerry Campbell  
Title: MPO Chair

  
\_\_\_\_\_  
Date



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FLORIDA DEPARTMENT OF TRANSPORTATION  
**UNIFIED PLANNING WORK PROGRAM (UPWP)**  
**STATEMENTS AND ASSURANCES**

525-010-08  
POLICY PLANNING  
05/18

**DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION**

It is the policy of the Hernando/Citrus MPO that disadvantaged businesses, as defined by 49 Code of Federal Regulations, Part 26, shall have an opportunity to participate in the performance of MPO contracts in a nondiscriminatory environment. The objectives of the Disadvantaged Business Enterprise Program are to ensure non-discrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help remove barriers to participation, create a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility, and ensure narrow tailoring of the program.

The Hernando/Citrus MPO, and its consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform the contract work of the Hernando/Citrus MPO, in a non-discriminatory environment.

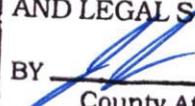
The Hernando/Citrus MPO shall require its consultants to not discriminate on the basis of race, color, national origin and sex in the award and performance of its contracts. This policy covers in part the applicable federal regulations and the applicable statutory references contained therein for the Disadvantaged Business Enterprise Program Plan, Chapters 337 and 339, Florida Statutes, and Rule Chapter 14-78, Florida Administrative Code



Name: Jerry Campbell  
Title: MPO Chair



Date

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY   
County Attorney's Office

FLORIDA DEPARTMENT OF TRANSPORTATION  
**UNIFIED PLANNING WORK PROGRAM (UPWP)  
STATEMENTS AND ASSURANCES**

525-010-08  
POLICY PLANNING  
05/18

**TITLE VI/ NONDISCRIMINATION ASSURANCE**

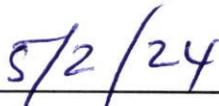
Pursuant to Section 9 of US DOT Order 1050.2A, the Hernando/Citrus MPO assures the Florida Department of Transportation (FDOT) that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

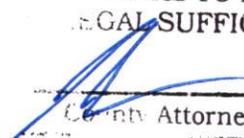
The Hernando/Citrus MPO further assures FDOT that it will undertake the following with respect to its programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the Recipient's Chief Executive Officer.
2. Issue a policy statement signed by the Chief Executive Officer, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
3. Insert the clauses of *Appendices A and E* of this agreement in every contract subject to the Acts and the Regulations
4. Develop a complaint process and attempt to resolve complaints of discrimination against sub-recipients. Complaints against the Recipient shall immediately be forwarded to the FDOT District Title VI Coordinator.
5. Participate in training offered on Title VI and other nondiscrimination requirements.
6. If reviewed by FDOT or USDOT, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days.
7. Have a process to collect racial and ethnic data on persons impacted by your agency's programs.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the Recipient.

  
Name: \_\_\_\_\_  
Title: MPO Chairman (or designee)

  
Date \_\_\_\_\_

ED AS TO FORM  
LEGAL SUFFICIENCY  
  
County Attorney's Office

FLORIDA DEPARTMENT OF TRANSPORTATION  
**UNIFIED PLANNING WORK PROGRAM (UPWP)**  
**STATEMENTS AND ASSURANCES**

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**APPENDICES A and E**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter 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 Agreement.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, 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 Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor 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, sex, age, disability, religion or family status.
- (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, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the 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, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the 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, and/or the 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.

FLORIDA DEPARTMENT OF TRANSPORTATION  
**UNIFIED PLANNING WORK PROGRAM (UPWP)**  
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- (6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, 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 subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (7) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq)

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

Financial Project No.: <u>439335-5-14-01</u> (item segment phase sequence)  Contract No.: <u>G2V07</u>	Fund: <u>PL</u> Function: <u>215</u> Federal Award Identification No. (FAIN): <u>0412-062-M</u>  MPO SAM No.: <u>MWKBKNTZ9SW7</u>	FLAIR Approp.: <u>088854</u> FLAIR Obj.: <u>780000</u>  Org. Code: <u>55072010730</u>  Vendor No.: <u>F591155275017</u>
CFDA Number & Title: <u>20.205 Highway Planning &amp; Construction</u>		

THIS FDOT/METROPOLITAN PLANNING ORGANIZATION AGREEMENT (Agreement) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 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, 11201 N. McKinley Dr, Tampa, FL 33612 and the Hernando-Citrus Metropolitan Planning Organization (MPO), whose address is 789 Providence Boulevard, Brooksville, FL 34601, and whose System for Award Management (SAM) Number is: MWKBKNTZ9SW7 (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 \$1,403,057. 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 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 \_\_\_\_\_

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

525-010-02  
POLICY PLANNING  
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439335-5-14-01 (PL Funds)	\$1,403,057

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, 2024 or the date the Agreement is fully executed, whichever is later, and expire on June 30, 2026. If the Agreement is fully executed after July 1, 2024, then the term of the Agreement shall be less than two (2) years and the Agreement shall expire on June 30, 2026. 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:

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 Hernando-Citrus Metropolitan Planning Organization (MPO) - 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
- D.** Exhibit "D", Contract Payment Requirements

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

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

MPO

Florida Department of Transportation

Hernando-Citrus Metropolitan Planning Organization (MPO)

MPO Name

Jerry Campbell

Signatory (Printed or Typed)



Justin Hall

Department of Transportation

Signature

Signature

MPO Chair

Director of Transportation Development

Title

Title

Legal Review  
MPO



Legal Review  
Department of Transportation  
Martin Hernandez

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: \$1,403,057

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: N/A

\*\*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

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

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### TITLE

Reclassification of Administrative Assistant III (MPO) to MPO Executive Assistant beginning October 1, 2024 (County Fiscal Year 2025)

### BRIEF OVERVIEW

Reclassification of positions typically occurs during the Hernando County budget approval cycle unless a vacancy occurs during the year. A review of the job duties and functions of the Administrative Assistant III job description (copy attached) was completed, a review of job descriptions of other MPO jurisdictions occurred, and a reclassification request was submitted for the Fiscal Year 2025 budget cycle as it was determined that the update to the job description was appropriate.

The job functions entail more in-depth requirements, duties, and experience than the level of an Administrative Assistant III. The Human Resources Department reviewed and recommended a change of Pay Grade (PG) from PG 5 to PG 8 for the updated job description. The proposed job description is attached which also reflects the job title change to MPO Executive Assistant.

### FINANCIAL IMPACT

The updated job description would result in a change of Pay Grade (PG) from PG 5 to PG 8. Salaries and fringe benefits are 100% reimbursable under the MPO's grants for eligible work activities. Funding would be included in the proposed Hernando County Fiscal Year 2025 budget in the Fund 1031 departmental line items.

### LEGAL NOTE

Pursuant to Chapter 139.175, Florida Statutes, the MPO Board has the authority to take the recommended action.

### RECOMMENDATION

It is recommended that the MPO Board approve the reclassification of the Administrative Assistant III to the MPO Executive Assistant beginning October 1, 2024, based upon the job description, responsibilities, and experience.

<b>RESULT:</b>	<b>ADOPTED</b>
<b>MOVER:</b>	Jeff Kinnard
<b>SECONDER:</b>	Cabot McBride
<b>AYES:</b>	Allocco, Kinnard, McBride, Champion, Bell, Bays, Hawkins, Campbell and Holmes
<b>ABSENT:</b>	Narverud, Schlabach and Meek

## HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS JOB DESCRIPTION

<b>Job Title</b>	MPO Executive Assistant	<b>Pay Grade</b>	8	<b>Class Code</b>	
<b>Department</b>	Hernando/Citrus Metropolitan Planning Organization (Transportation)	<b>Salary Range</b>	\$49,023-\$68,637		
<b>Division</b>		<b>FLSA</b>	Exempt		
<b>Reports to</b>	MPO Executive Director	<b>Revised</b>	February 2024		
<b>Bargaining Unit</b>	Teamsters Local 79				

### GENERAL DESCRIPTION:

The purpose of this position is to support the Hernando/Citrus Metropolitan Planning Organization (MPO) with carrying-out local, state, and federal mandates of the MPO program and transportation planning related activities. This position will perform highly responsible technical and administrative work to support the MPO Board, Executive Director, MPO Coordinator, and the boards/volunteer committees functioning in the MPO. Requires the ability to communicate with elected officials at the local, state, and federal levels, and to use tact and proper business communication skills.

### ESSENTIAL JOB FUNCTIONS:

- Performs duties of a staff assistant nature and participates directly in the work of the individual(s) and programs supported.
- Is responsible for electronically generating in prescribed software the following monthly (or as specified) agendas: MPO Board, Technical Advisory Committee (TAC), Citizens Advisory Committee (CAC), Bicycle/Pedestrian Advisory Committee (BPAC), and the Transportation Disadvantaged Local Coordinating Boards for both Hernando and Citrus counties.
- Prepares required legal notices, tracks agenda items, prepares meeting summaries and minutes, prepares any necessary finalization or follow-up of agenda item documents.
- Attends meetings, conferences, and workshops as required.
- Secures details of specialized information, coordinating work and providing information regarding the services and operations of the organization to officials, employees, and the public.
- Maintains project calendars and schedules meetings and appointments.
- Creates memorandums, letters, forms, etc. Sets up and maintains specialized office files. Files letters, reports, and related technical information in the prescribed manner. Assembles information for others use.
- Coordinates meeting locations in two county jurisdictions and ensures appropriate staff and security services have been secured.
- Maintains the MPO website with current and relevant information.
- Submits legal requests as directed by MPO staff and works closely with the County Attorney's office to ensure strict deadlines are met.
- Performs research and retrieval of records. Conducts statistical comparisons of information.
- Serves as the official records custodian for the MPO. Acquires necessary office or operating supplies.
- Performs additional administrative and technical duties as assigned.

<b>JOB STANDARDS:</b>	
<b>Education</b>	Associate in Arts (AA) Degree with an emphasis in Business Administration plus three (3) years of experience in a professional administrative function involving a high level of administrative, staff assistant duties with emphasis in governmental administration. An equivalent combination of a High School diploma plus five (5) years of experience may be substituted for the AA Degree.
<b>Experience</b>	Associate in Arts (AA) Degree with an emphasis in Business Administration plus three (3) years of experience in a professional administrative function involving a high level of administrative, staff assistant duties with emphasis in governmental administration. An equivalent combination of a High School diploma plus five (5) years of experience may be substituted for the AA Degree.
<b>Licenses, Certifications or Registrations</b>	Must possess and maintain a valid Florida Driver's License and be insurable by current insurance carrier.

<b>EQUIPMENT USED</b>
<ul style="list-style-type: none"> <li>• County Vehicle, Computer, Printer, Copier, Telephone</li> </ul>

<b>CRITICAL EXPERTISE TO PERFORM ESSENTIAL FUNCTIONS</b>
<p>Knowledge of:</p> <ul style="list-style-type: none"> <li>• business English, spelling and punctuation to prepare documents and compose email and correspondence.</li> <li>• general office practices and procedures</li> <li>• general mathematics</li> <li>• the overall functions and operations of a County government</li> </ul> <p>Ability to:</p> <ul style="list-style-type: none"> <li>• establish and maintain effective working relationships with officials, employees and the public,</li> <li>• access, input, and retrieve information from computer software,</li> <li>• operate various types of office equipment,</li> <li>• communicate using speaking, hearing and visual skills,</li> <li>• express ideas clearly and concisely both verbally and in writing,</li> <li>• interact with co-workers, supervisors, and the public in a professional and courteous manner,</li> <li>• ability to handle multiple tasks simultaneously,</li> <li>• ascertain priorities and meet deadlines and objectives,</li> <li>• recognize and maintain confidentiality, and</li> <li>• read and comprehend policies, rules, and regulations.</li> </ul>

<b>ESSENTIAL PHYSICAL SKILLS</b>
<p>While performing the duties of this job, the employee is required to:</p> <ul style="list-style-type: none"> <li>• sit, stand, walk, bend, talk, hear, and handle repetitive motions,</li> <li>• access file cabinets for filing and retrieval of data/records,</li> </ul> <p>Work is sedentary and exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently to lift, carry, push, pull, or otherwise move objects is required.</p>

**ENVIRONMENTAL CONDITIONS**

Work is performed primarily in an office environment working closely with others in occasionally noisy office conditions, including computer and printer noises. May be required to drive County vehicle to and from off-site meetings. Works in a dynamic environment that requires sensitivity to change and responsiveness to changing goals, priorities, and needs.

**MARGINAL / SECONDARY JOB FUNCTIONS**

- County employees are required to report for work during a state of emergency and are subject to recall around the clock for emergency response operations which may include duties other than those specified in this job description.

Reasonable accommodations will be made for otherwise qualified individuals with a disability.

EMPLOYEE SIGNATURE	DATE



## Hernando County, Florida BOCC Administrative Assistant III (MPO)

<b>CLASS CODE</b>	P501	<b>SALARY</b>	\$19.52 - \$25.38 Hourly
<b>ESTABLISHED DATE</b>	August 30, 2021	<b>REVISION DATE</b>	September 18, 2023

### Class Concept

The purpose of this position is to provide highly responsible administrative work and support to the Metropolitan Planning Organization (MPO), MPO Committee, and the MPO Staff including coordination with outside agencies. Requires the ability to use tact and recognize and maintain confidentiality.

### Examples of Duties

- Performs duties of a staff assistant nature and participates directly in the work of the individual(s) supported.
- Secures details of specialized information, coordinating office work and providing information regarding the services and operation of the unit.
- Keeps appointment calendars and schedules appointments.
- Greets visitors, receives, screens, and prioritizes calls and refers callers to appropriate employees. Advises management of time sensitive requests.
- Creates memorandums, letters, forms, etc. Sets up and maintains specialized office files. Files letters, reports, and related technical information in the prescribed manner. Assembles information for other use. Opens, prioritizes and processes mail.
- Assists in the drafting of agenda items and prepares agenda packets for the Metropolitan Planning Organization Board and associated committees.
- Attends and takes notes and prepares minutes of conferences, meetings and functions as required.
- Utilizes agenda preparation software or creation of the MPO agenda and finalizes items with meeting results, minutes and executed documents/actions.
- Coordinates travel arrangements for MPO Staff and Board members.
- Coordinates meeting locations in two jurisdictions and ensures appropriate staff services have been secured.
- Updates MPO website with committee and MPO agendas, and other program and plan documents.
- Submits legal requests as directed by MPO staff and works closely with the County Attorney's office to ensure strict deadlines are met.
- Performs research and retrieval of records. Conducts statistical comparisons of information.
- Assists in the preparation and maintenance of department records. Maintains office supplies.
- Additional duties as assigned.
- Demonstrates commitment and dependability with regular attendance, punctuality, and adherence to schedule of availability.

### Typical Qualifications

#### Minimum Qualifications

- High school diploma or equivalent, associate degree preferred.
- Three (3) years' experience involving advanced administrative/staff assistant duties including the operation of a personal computer, keyboard, or similar data entry equipment, with emphasis in local government.

Licenses, Certifications, or Registrations

- Must possess and maintain a valid Florida Driver's License and be insurable by current insurance carrier.

Special Requirements

- County employees are required to report for work during a state of emergency and are subject to recall around the clock for emergency response operations which may include duties other than those specified in this job description.

Required Competencies

- Knowledge of
  - business English, spelling and punctuation to prepare documents and compose letters, etc.
  - general office practices and procedures
  - general mathematics
  - the overall functions and operations of County government
- Ability to
  - establish and maintain effective working relationships with employees and the public
  - access, input, and retrieve information from a computer software and e-mails
  - operate various types of office equipment communicate using speaking, hearing and visual skills
  - express ideas clearly and concisely with, both verbally and in writing
  - interact with co-workers, supervisors, and the public in a professional and courteous manner
  - deal with multiple tasks simultaneously
  - ascertain priorities and meet deadlines and objectives
  - recognize and maintain confidentiality
  - read and comprehend policies, rules, and regulations
- Proficiency with computers, software, and customer service

**Supplemental Information**Physical Demands

- While performing the duties of this job, the employee is required to
  - sit, stand, walk, bend, talk and hear
  - handle repetitive motion
  - access file cabinets for filing and retrieval of data
- Work is sedentary and exerting up to 10 pounds of force occasionally and/or negligible amount of force frequently to lift, carry, push, pull, or otherwise move objects is required.

Environmental Conditions

- Work is performed primarily in an office environment working closely with others in occasional noisy office conditions, including computer and printer noises.
- Works in a dynamic environment that requires sensitivity to change and responsiveness to changing goals, priorities, and needs.

Pay Grade: 5

FLSA: Non-Exempt

Bargaining Unit: Teamsters Local 79



## Metropolitan Planning Organization

### AGENDA ITEM

Meeting: 05/02/2024  
Department: MPO  
Prepared By: Joy Turner  
Initiator: Robert Esposito  
DOC ID: 13983  
Legal Request Number:  
Bid/Contract Number:

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#### **TITLE**

Review of the Federal Highway Administration's (FHWA) Program Accountability Results (PAR) Report

#### **BRIEF OVERVIEW**

The Federal Highway Administration (FHWA) has completed the third round of the Program Accountability Results (PAR) review on Long-Range Transportation Plan (LRTP) fiscal constraint for Florida Non-Transportation Management Area (TMA) MPOs. Attached for your review is the DRAFT FY2024 Report for the non-TMA MPOs selected for review which were Bay, Hernando-Citrus, and Okaloosa-Walton.

#### **FINANCIAL IMPACT**

N/A

#### **LEGAL NOTE**

Pursuant to Chapter 339.175, F.S., the MPO Board has authority to review the report.

#### **RECOMMENDATION**

It is recommended the Hernando/Citrus Metropolitan Planning Organization (MPO) Board review the report and provide comments as desired. No action is required by the MPO Board.

# FY24 Program Accountability Results (PAR) Review

Florida Non-TMA MPOs

Fiscal Constraint of the Long-Range Transportation Plans

March 2024

## PAR Overview

For Fiscal Year (FY) 2024, the Florida Division Planning staff conducted (3) Program Accountability Results (PAR) reviews on three of the State's non-Transportation Management Area (TMA) Metropolitan Planning Organizations (MPOs). The purpose of these reviews is to assess fiscal constraint of the Long-Range Transportation Plans (LRTPs) and determine their compliance with [23 CFR 450.324](#). This review was conducted as a risk response mitigation strategy to address the Division's 6<sup>th</sup> risk statement for FY21, namely that if MPOs do not include all regionally significant projects within an LRTP, then LRTPs will not be fiscally constrained, and projects may be advanced that do not come from the MPO planning process. This year's review effort concludes the assessment of all nine non-TMA MPOs in Florida conducted over a three-year period. The non-TMA MPOs selected for review this FY were: Bay; Hernando-Citrus; and Okaloosa-Walton MPO.

To initiate the PARs, the Division utilized the fiscal constraint-related questions from the internally developed "2019 LRTP Checklist with 2018 Expectations Letter" to create the PAR LRTP Fiscal Constraint Checklist questions. The Planners reviewed the subject MPO's current LRTPs to answer each of the questions.

All answers in the current review were documented and evaluated for trend analysis. This document summarizes the FY24 PAR reviews with respect to 18 specific planning questions on LRTP fiscal constraint. The responses provided below are kept with the PAR data in the Division files.

## **PAR Questions and Observations**

In partnership with FDOT and the MPOs, the FHWA Florida Division and Federal Transit Administration developed a set of strategies to provide clarification of some of the requirements to be addressed in the next cycle of LRTP updates. The regulations describe the basic requirements that need to be met for the LRTPs and metropolitan transportation planning process. However, federal stewardship observations noted misunderstanding of the regulations and the strategies were presented to help clarify some of those requirements. These strategies are referred to as the “Expectations Letter”. FHWA and FTA sent a Planning Expectations Letter to FDOT and the MPOs in 2008, 2012, and most recently in 2018 to focus attention on specific regulatory planning requirements and increase compliance. In 2019, the FHWA Division Planning Team updated our LRTP review checklist, to include the 2018 Expectations Letter clarifications to the standard regulatory requirements. Division Planners use this LRTP Checklist during TMA certification reviews to assess MPO compliance with LRTP regulatory requirements. The 2024 PAR checklist questions are the fiscal constraint-related questions from the 2019 LRTP Checklist. The fiscal constraint questions address topics such as the timeframe of the LRTP, whether all projects and funding for the planning timeframe are identified, and whether a cost estimate and funding source for each project phase is identified.

### **A. Areas of Compliance Found in the 2024 PAR Review**

There were fifteen (15) questions in which all three MPOs reviewed were found to comply. Requirements in which all MPOs were compliant include:

- PL1 - Does the LRTP have a planning horizon of at least 20 years as of the effective date? 23 CFR 450.324(a)
- PL2 – Did the MPO show all the projects and project funding for the entire time period covered by the LRTP, from the adoption date to the horizon year? 23 CFR 450.324(a)
- PL3 - Are projects described in sufficient detail to develop a cost estimate? 23 CFR 450.324(f)(9)
- PL4 – For projects included in the cost feasible plan, is an estimate of the cost and source of funding for each phase of the project being funded shown? (including the Project Development and Environment (PD&E) phase) 23 CFR 450.324(f)(9)
- PL6 – A financial plan that demonstrates how the adopted transportation plan can be implemented. 23 CFR 450.324(f)(11)
- PL7 - Does the financial analysis/fiscal constraint documentation demonstrate a clear separation of costs for operations and maintenance activities from other grouped and/or regionally significant projects? 23 CFR 450.324(f)(11)(i)
- PL8 - Were the estimates of available revenues developed cooperatively by the MPO, the State and Public Transportation Operators? Do the estimates include all reasonably

- expected resources from both public and private sources? 23 CFR 450.324(f)(11)(ii)
- PL9 - The financial plan shall include recommendations on any additional financing strategies to fund projects and programs included in the metropolitan transportation plan. In the case of new funding sources, strategies for ensuring their availability shall be identified. The financial plan may include an assessment of the appropriateness of innovative finance techniques (for example, tolling, pricing, bonding, public private partnerships, or other strategies) as revenue sources for projects in the plan. 23 CFR 450.324(f)(11)(iii)
  - PL10 - Are projects within the first ten years of the Plan notated or flagged to identify which projects are planned to be implemented with federal funds? 23 CFR 450.324(f)(11)(iii)
  - PL11 - For projects beyond the first ten years of the Plan, are the projects clearly labeled as a combined Federal/State funding source? 23 CFR 450.324(f)(11)(iii)
  - PL12 - Does the financial plan take into account all projects and strategies proposed for funding with other federal funds, state, local and private sources? 23 CFR 450.324(f)(11)(iv)
  - PL13 - Are the revenues and expenses in Year-Of-Expenditure dollars, reflecting inflationary rates? Were these rates developed cooperatively among the MPO, the State and the Public Transportation Operators? 23 CFR 450.324(f)(11)(iv)
  - PL15 - For illustrative purposes, the financial plan may include additional projects that would be included in the adopted transportation plan if additional resources beyond those identified in the financial plan were to become available. 23 CFR 450.324(f)(11)(vii)
  - PL16 - Does the plan include pedestrian walkway and bicycle transportation facilities in accordance with 23 USC 217(g)? 23 CFR 450.324(f)(12)
  - PL17 - If Boxed funds are utilized, are the individual projects utilizing the box listed? (or at a minimum, described in bulk in the LRTP i.e. PD&E for projects in Years 2016-2020). 23 CFR 450.326(h)

The review team determined two of the questions (PL14 and PL18) to not be applicable to the MPOs since none used cost ranges or scenario planning in their LRTPs. This narrowed the questions from 18 to 16.

**B. Areas of Frequent Non-Compliance Found in the 2024 PAR Review**

There were no requirements missed by two or more of the three MPOs.

**C. Areas of Occasional Non-Compliance Found in the 2024 PAR Review**

There was one requirement missed by one of the three MPOs as follows:

- PL5 - Do the project phases include Preliminary Engineering, ROW and Construction in the CFP if fully funded or in the Needs/Illustrative list (or other informational part of the LRTP) if not fully funded. 23 CFR 450.324(f)(9)

The missed requirement identified above relates to the following:

- All phases of local projects are not reflected in the Cost Feasible LRTP or in an illustrative list. According to the review for the Bay County MPO, “Table 34 (p. 150/415) includes FY20-25 local projects with funding just in PD&E. Otherwise, SIS and non-SIS projects all appear to be fully funded or shown as illustrative. “

#### **D. Florida Division Recommendations Based on Compliance Observations**

Based on the findings of this 2024 PAR Review, FHWA recommends that FDOT follow up with Bay County MPO on incorporating all phases of local projects in the LRTP to ensure compliance with 23 CFR 450.324(f)(9). **FHWA requests FDOT provide a status report of this recommendation before August 1, 2024.**

#### **PAR Checklists**

The focus of the targeted review this performance year was on the non-TMA MPO fiscal constraint of LRTPs. We used 18 Division specific planning questions to conduct the reviews. Use of the comment section by the Planning Team during the review process was emphasized and encouraged to help explain the specific reasons for compliance and noncompliance. The quality control/quality assurance step relied heavily on the comment section to understand the reason for the determination, and in some situations, adjusted responses for consistency. Any changes were also justified in the comment section to provide consistency in the review, and to explain reasons for compliance and noncompliance determinations. This effort ensures that the Team Leader reviews the checklists for recording errors, working with the appropriate Planner to revise and/or clarify the recorded entries as needed, prior to the responses being collated for this report.

The checklist was an effective tool for capturing key information and documenting results of the review.

#### **Conclusion**

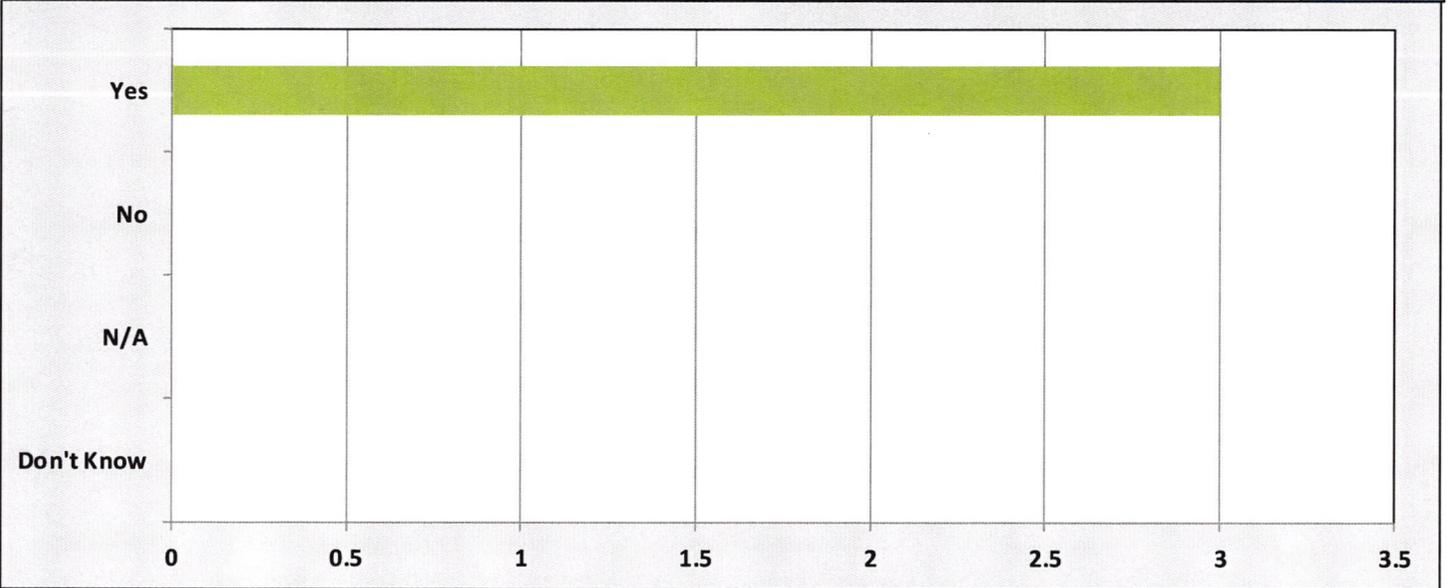
FY24 was the third year of a three-year effort to focus on the fiscal constraint of LRTPs for the nine non-TMA MPOs. The review was based on LRTP fiscal constraint being a top risk area during the Florida Division’s Program and Risk Assessment processes. The PAR reviews largely indicate that the three MPOs reviewed substantially meet the fiscal constraint requirements in

[23 CFR Part 450.324](#) For the requirement in which we found noncompliance, one recommendation has been provided. The FHWA Planning Team will work with the FTA, FDOT Central office, District Liaisons and MPOs to implement this recommendation during LRTP updates and amendments. The Planning Team will also take advantage of other outreach opportunities to discuss these requirements and provide examples to MPOs of how these requirements can be implemented. FHWA will provide this report to FTA, FDOT and the MPOs to make them aware of common areas of concern and to encourage use of the recommendations provided herein.

PAR reviews are an effective tool to complete a quick and focused review of various program elements. Results from each of the reviews will be incorporated in the Division's subsequent Program and Risk Assessment processes and the annual Statewide Planning Finding and those processes will be used to determine if PARs will continue in the future and the potential review topic.

# PLANNING PAR QUESTIONS/RESPONSE

<b>PL1.</b> Does the LRTP have a planning horizon of at least 20 years as of the effective date? 23 CFR 450.324(a)	Yes	No	N/A	Don't Know
	3	0	0	0
	100%	0%	0%	0%



**Examples of Remarks for ‘Yes’ Response to Question PL1:**

*The TPO clearly documents the Plan's planning horizon of at least 20 years in multiple sections of Plan. This requirement is addressed in the Introduction (Page 1-3), and again in the Plan's Goals & Objectives (Page 2-10). Additionally, Roadway and Highway projects are grouped in five "Tiers" showing funding prioritization. Tier 1 being the "Existing and Committed" (before 2025), Tier 2, "Cost Feasible Interim Projects" (2025 - 2035), Tier 3 "Cost Feasible Projects" (2036-2045), Tier 4 "Illustrative Projects" and Tier 5 "Other Unfunded Needs" (Page 4-12). Finally, the Hernando/Citrus MPO Board Resolution #2019-8 adopted on December 4, 2019, listed that the LRTP must address no less than a 20-year planning horizon.*

**Examples of Remarks for ‘No’ Response to Question PL1:**

There is not a “No” response.

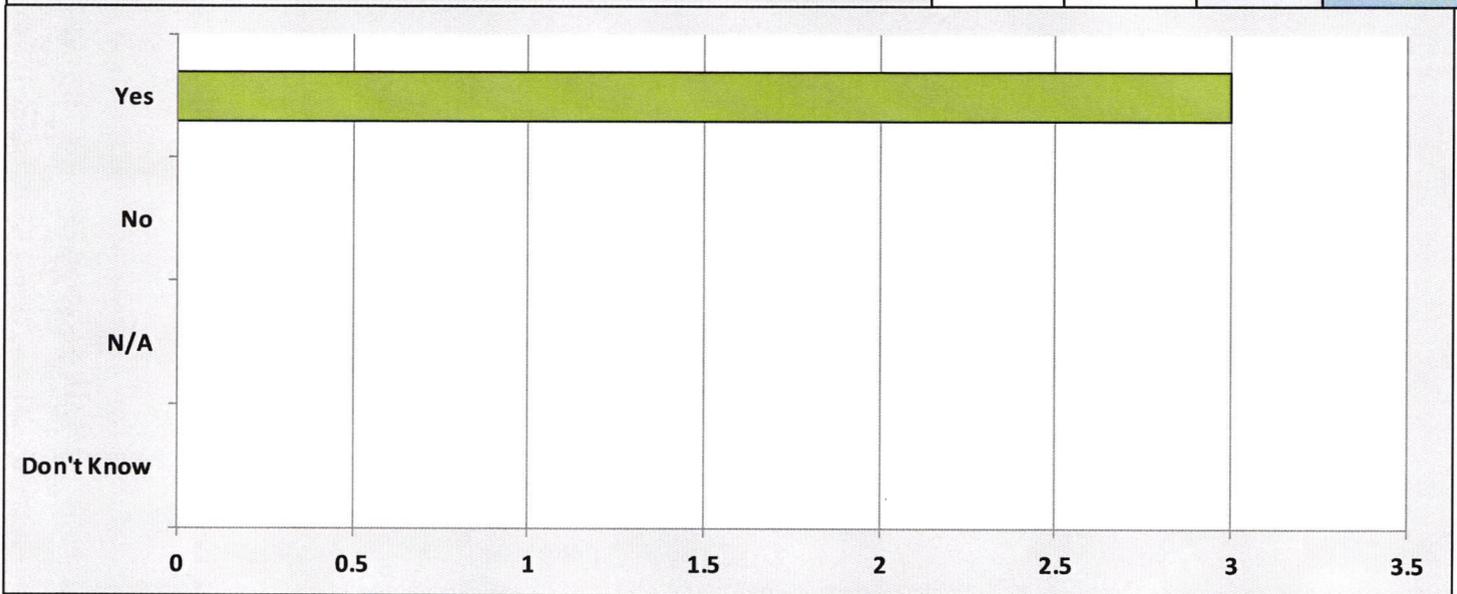
**Examples of Remarks for ‘N/A’ Response to Question PL1:**

There is not an “N/A” response for this question.

**Examples of Remarks for ‘Don’t Know’ Response to Question PL1:**

There is not a “Don’t Know” response for this question.

<b>PL2. Did the MPO show all the projects and project funding for the entire time period covered by the LRTP, from the adoption date to the horizon year? 23 CFR 450.324(a)</b>	Yes	No	N/A	Don't Know
	3	0	0	0
	100%	0%	0%	0%



**Examples of Remarks for 'Yes' Response to Question PL2:**

*All projects presented cover the full range of years.*

**Examples of Remarks for 'No' Response to Question PL2:**

There is not a "No" response for this question.

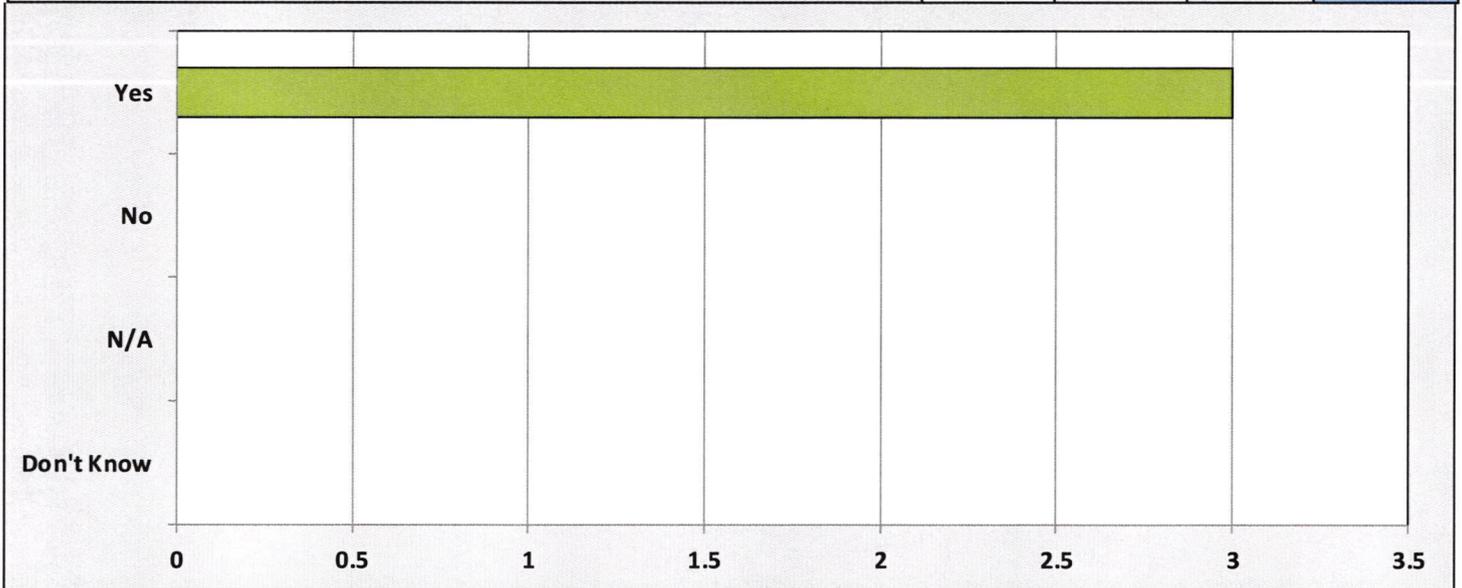
**Examples of Remarks for 'N/A' Response to Question PL2:**

There is not a "N/A" response for this question.

**Examples of Remarks for 'Don't Know' Response to Question PL2:**

There is not a "Don't Know" response for this question.

<b>PL3.</b> Are projects described in sufficient detail to develop a cost estimate? 23 CFR 450.324(f)(9)	Yes	No	N/A	Don't Know
	3	0	0	0
	100%	0%	0%	0%



**Examples of Remarks for 'Yes' Response to Question PL3:**

*Chapter 4 of the Plan addressed in detail Financial Resources, which outlines relevant projects information to develop cost estimate for each project as needed. Additional details and project information are also included in Appendix A, C, D & E.*

**Examples of Remarks for 'No' Response to Question PL3:**

There is not a "No" response for this question.

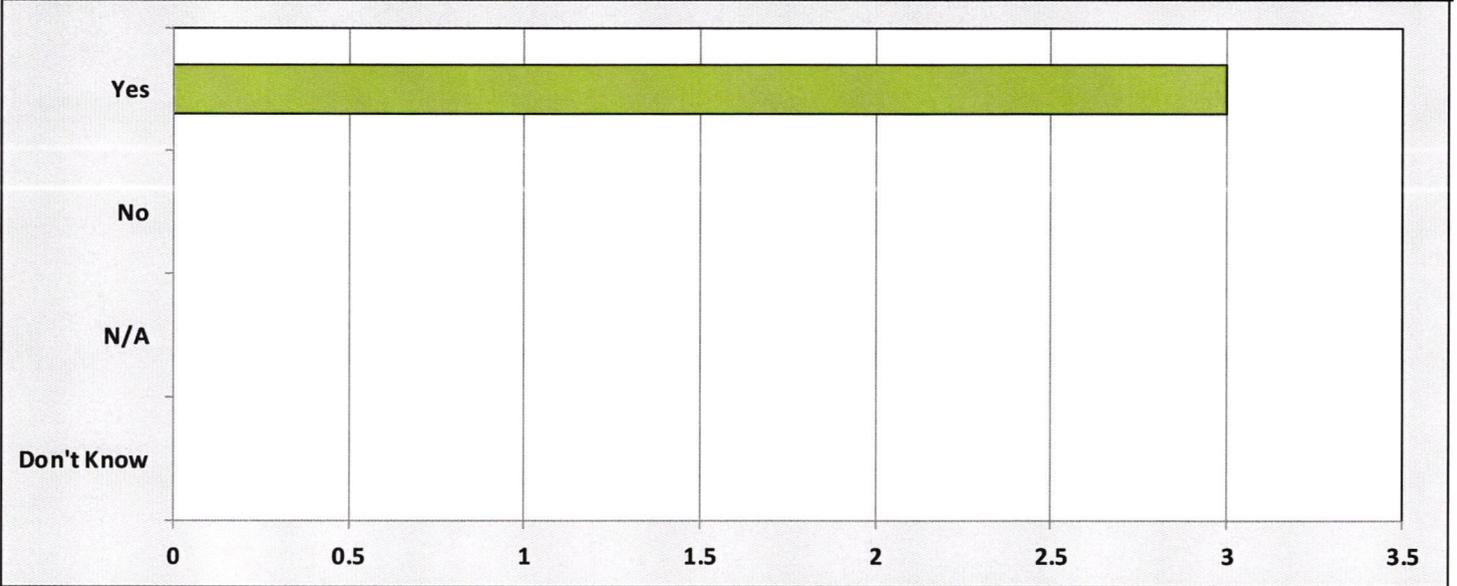
**Examples of Remarks for 'N/A' Response to Question PL3:**

There is not a "N/A" response for this question.

**Examples of Remarks for 'Don't Know' Response to Question PL3:**

There is not a "Don't Know" response for this question.

<b>PL4.</b> For projects included in the cost feasible plan, is an estimate of the cost and source of funding for each phase of the project being funded shown? (including the Project Development and Environment (PD&E) phase) 23 CFR 450.324(f)(9)	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Don't Know</b>
	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>100%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>



**Examples of Remarks for ‘Yes’ Response to Question PL4:**

*The Financial Resources section of Chapter 4 of the Plan adequately displays the cost of projects and funding sources for each phase of the projects. (Bike/Ped Discretionary Grant Funded project information are also shown in detail in the appropriate section of the Plan. Additionally extensive are also accessible in Appendix A, C, D & E.*

**Examples of Remarks for ‘No’ Response to Question PL4:**

There is not a “No” response for this question.

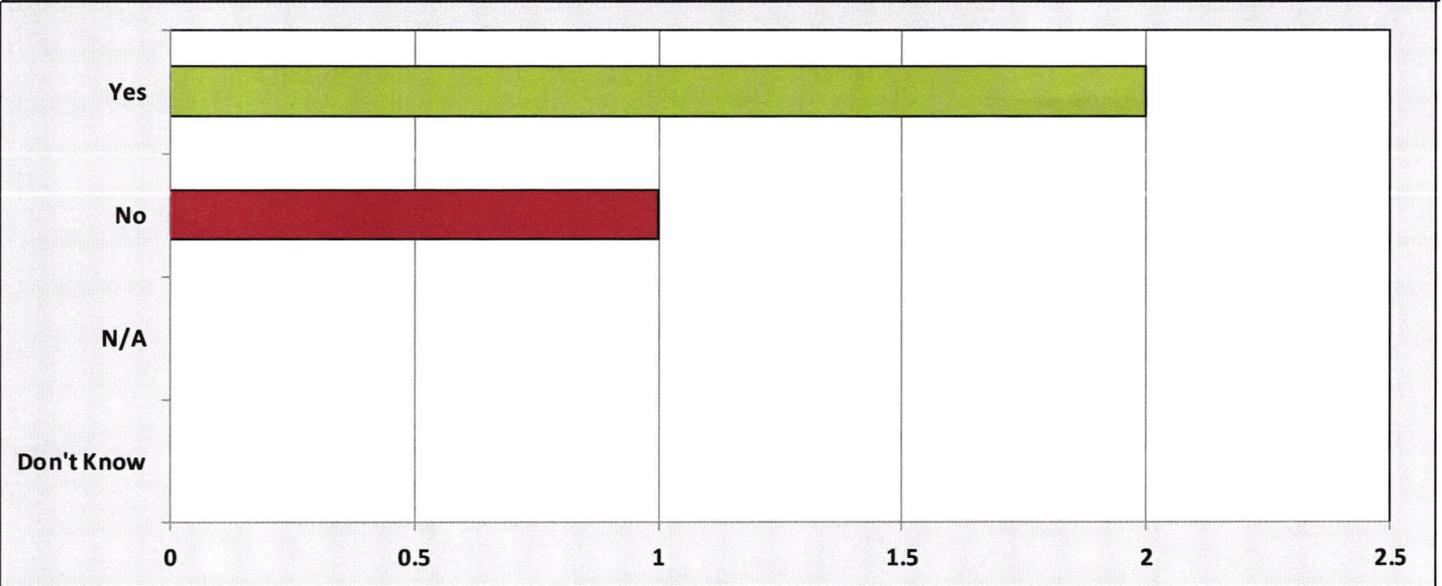
**Examples of Remarks for ‘N/A’ Response to Question PL4:**

There is not a “N/A” response for this question.

**Examples of Remarks for ‘Don’t Know’ Response to Question PL4:**

There is not a “Don’t Know” response for this question.

<b>PL5. Do the project phases include Preliminary Engineering, ROW and Construction in the CFP if fully funded or in the Needs/Illustrative list (or other informational part of the LRTP) if not fully funded. 23 CFR 450.324(f)(9)</b>	Yes	No	N/A	Don't Know
	2	1	0	0
	67%	33%	0%	0%



**Examples of Remarks for 'Yes' Response to Question PL5:**

*Requirement addressed in Financial Resources section of Chapter 4 - Transportation Plan, Table 20 "Bike/Pedestrian/Trail Projects" (Page 4-10), Table 32 (P4-52 Also included in Appendix A, C, D, & E of the Plan.*

**Examples of Remarks for 'No' Response to Question PL5:**

*Table 34 (p. 150/415) includes FY20-25 local projects with funding just in PD&E. Otherwise, SIS and non-SIS projects all appear to be fully funded or shown as illustrative.*

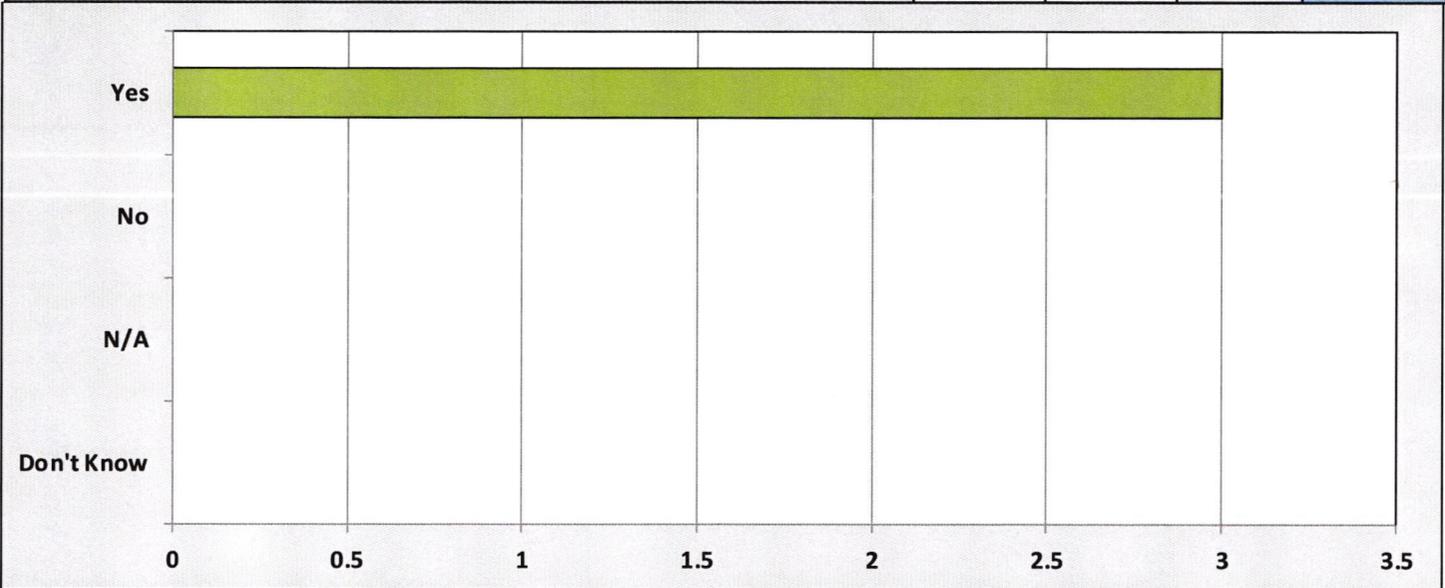
**Examples of Remarks for 'N/A' Response to Question PL5:**

There is not a "N/A" response for this question.

**Examples of Remarks for 'Don't Know' Response to Question PL5:**

There is not a "Don't Know" response for this question.

<b>PL6. A financial plan that demonstrates how the adopted transportation plan can be implemented. 23 CFR 450.324(f)(11)</b>	Yes	No	N/A	Don't Know
	3	0	0	0
	100%	0%	0%	0%



**Examples of Remarks for 'Yes' Response to Question PL6:**

*Appdx F shows reasonably available State and Federal funds. Appdx F: Table 5 (Capacity Proj) and Table 9 (TA) correlates Revenue Forecasts between State/Federal and MPO funds available and project cost.*

**Examples of Remarks for 'No' Response to Question PL6:**

There is not a "No" response for this question.

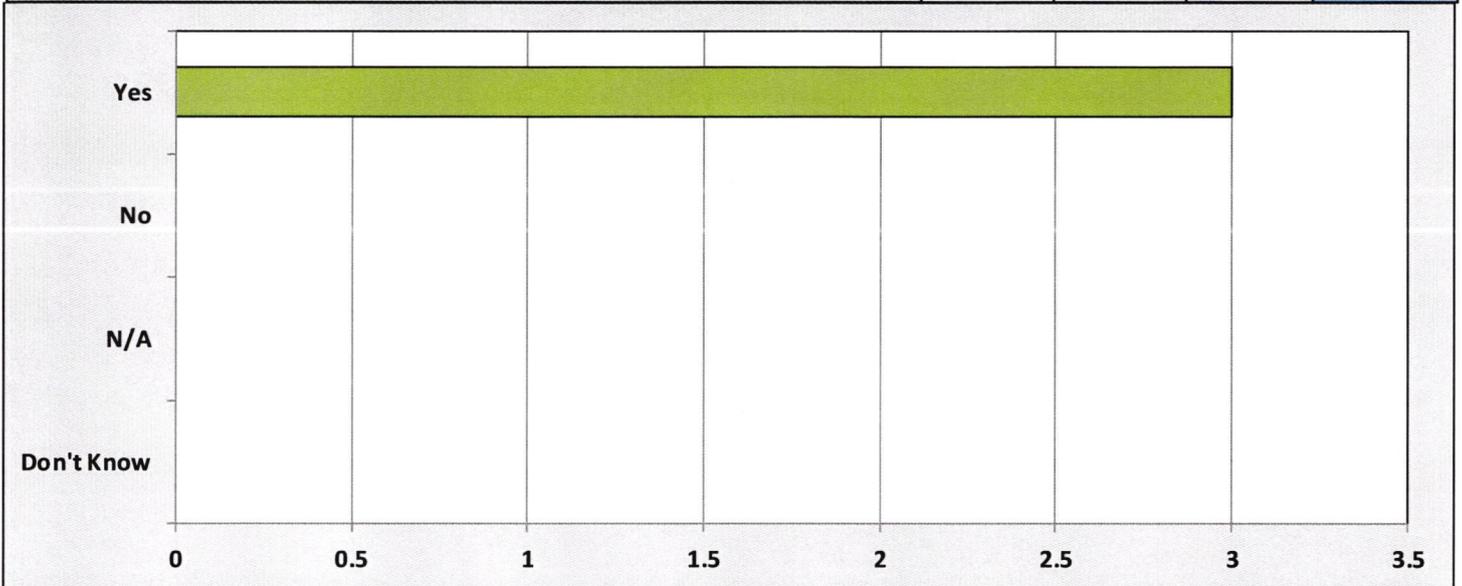
**Examples of Remarks for 'N/A' Response to Question PL6:**

There is not an "N/A" response for this question.

**Examples of Remarks for 'Don't Know' Response to Question PL6:**

There is not a "Don't Know" response for this question.

<b>PL7.</b> Does the financial analysis/fiscal constraint documentation demonstrate a clear separation of costs for operations and maintenance activities from other grouped and/or regionally significant projects? 23 CFR 450.324(f)(11)(i)	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Don't Know</b>
	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>100%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>



**Examples of Remarks for ‘Yes’ Response to Question PL7:**

*OM is shown down to the District level. (p316/392, Appdx F - Table 10, 11, and 12)*

**Examples of Remarks for ‘No’ Response to Question PL7:**

There is not a “No” response for this question.

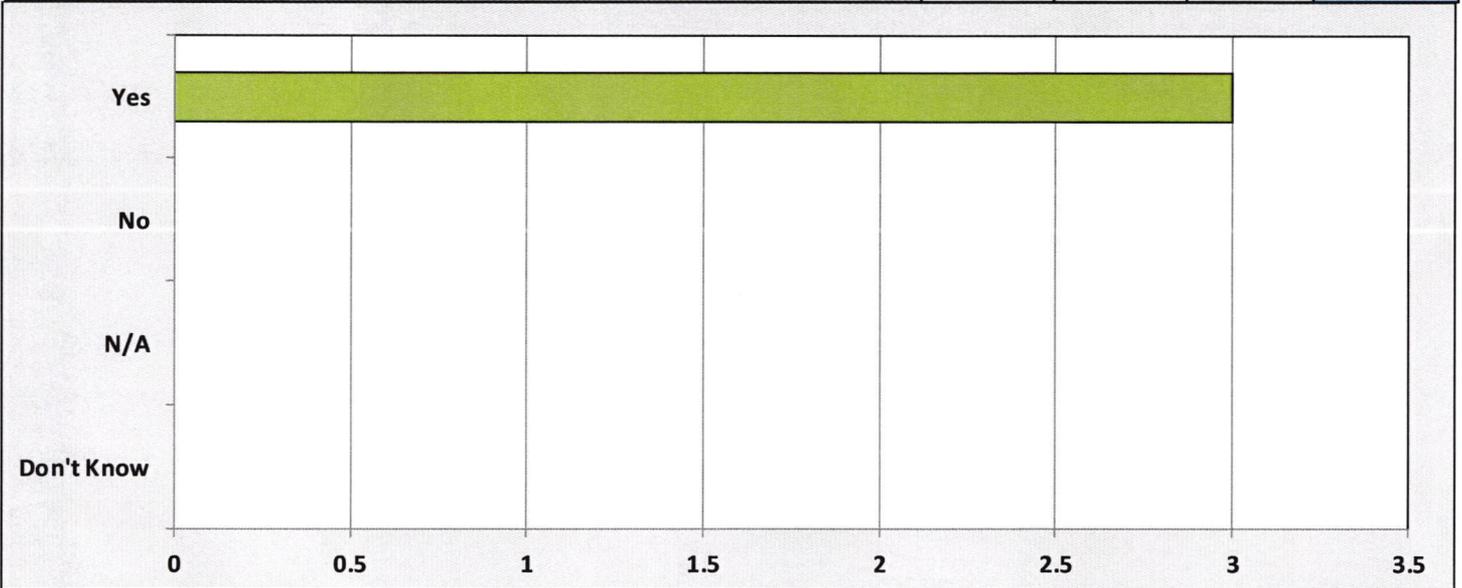
**Examples of Remarks for ‘N/A’ Response to Question PL7:**

There is not a “N/A” response for this question.

**Examples of Remarks for ‘Don’t Know’ Response to Question PL7:**

There is not a “Don’t Know” response for this question.

<b>PL8.</b> Were the estimates of available revenues developed cooperatively by the MPO, the State and Public Transportation Operators? Do the estimates include all reasonably expected resources from both public and private sources? 23 CFR 450.324(f)(11)(ii)	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Don't Know</b>
	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>100%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>



**Examples of Remarks for 'Yes' Response to Question PL8:**

*Estimates include all sources mentioned.*

**Examples of Remarks for 'No' Response to Question PL8:**

There is not a "No" response for this question.

**Examples of Remarks for 'N/A' Response to Question PL8:**

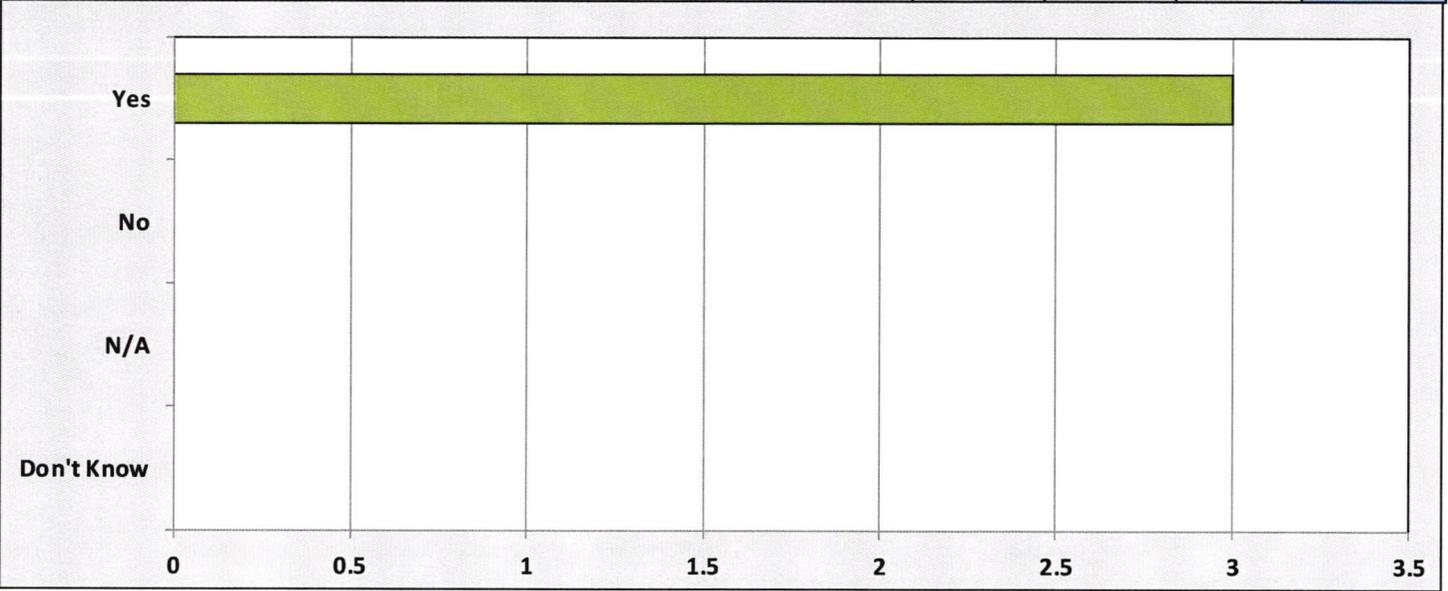
There is not an "N/A" response for this question.

**Examples of Remarks for 'Don't Know' Response to Question PL8:**

There is not a "Don't Know" response for this question.

**PL9.** The financial plan shall include recommendations on any additional financing strategies to fund projects and programs included in the metropolitan transportation plan. In the case of new funding sources, strategies for ensuring their availability shall be identified. The financial plan may include an assessment of the appropriateness of innovative finance techniques (for example, tolling, pricing, bonding, public private partnerships, or other strategies) as revenue sources for projects in the plan. 23 CFR 450.324(f)(11)(iii)

Yes	No	N/A	Don't Know
3	0	0	0
100%	0%	0%	0%



**Examples of Remarks for ‘Yes’ Response to Question PL9:**

*The LRTP points to the Bay County 2045 Financial Resources Report. The FRR discusses Financing Options for Transportation (Section 5), tolls and bonds.*

**Examples of Remarks for ‘No’ Response to Question PL9:**

There is not a “No” response for this question.

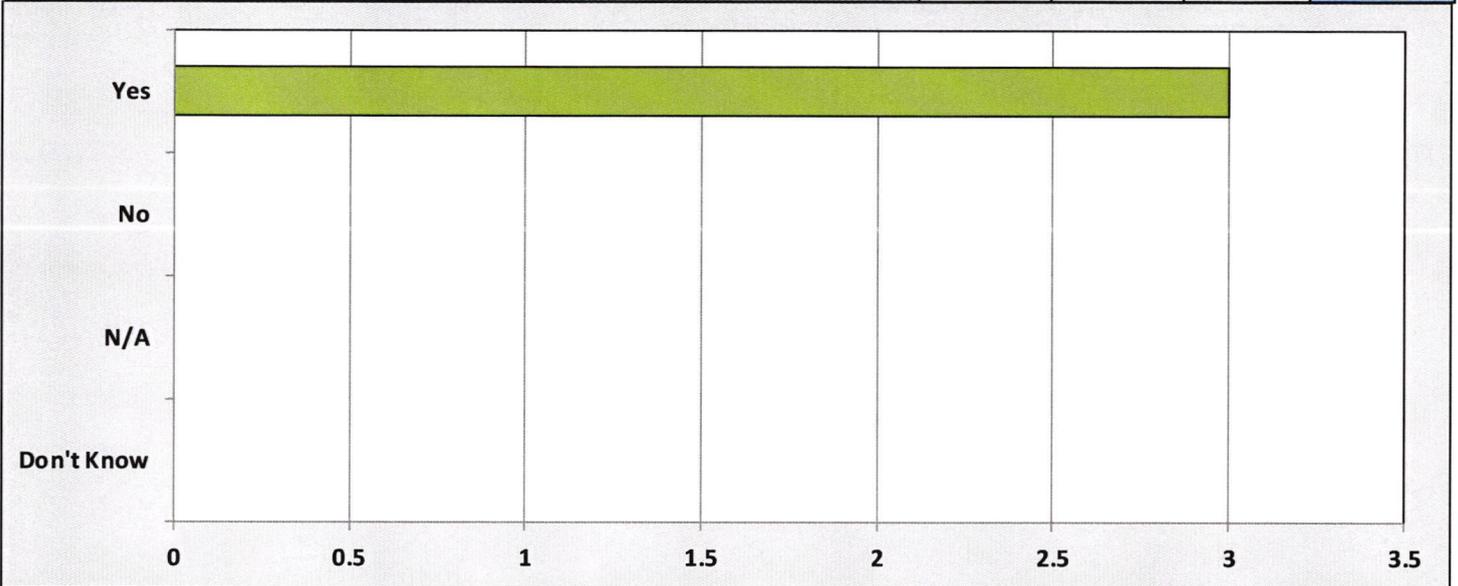
**Examples of Remarks for ‘N/A’ Response to Question PL9:**

There is not a “N/A” response for this question.

**Examples of Remarks for ‘Don’t Know’ Response to Question PL9:**

There is not a “Don’t Know” response for this question.

<b>PL10.</b> Are projects within the first ten years of the Plan notated or flagged to identify which projects are planned to be implemented with federal funds? 23 CFR 450.324(f)(11)(iii)	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Don't Know</b>
	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>100%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>



**Examples of Remarks for ‘Yes’ Response to Question PL10:**

*Yes, this information is adequately displayed in Chapters 4 and 7 of the Plan in multiple sections. Chapter 4, Pages 4-12 thru 4-59 shows the Tier 1 with the projects for the 1st five years and Tier shows projects which will be implemented in the second five year with federal funds. The federal funded capital and operation projects are also shown on pages 4-43 thru 4-44. Chapter 7 clearly defines the implementation action plan and projects implemented with Federal funding.*

**Examples of Remarks for ‘No’ Response to Question PL10:**

There is not a “No” response for this question.

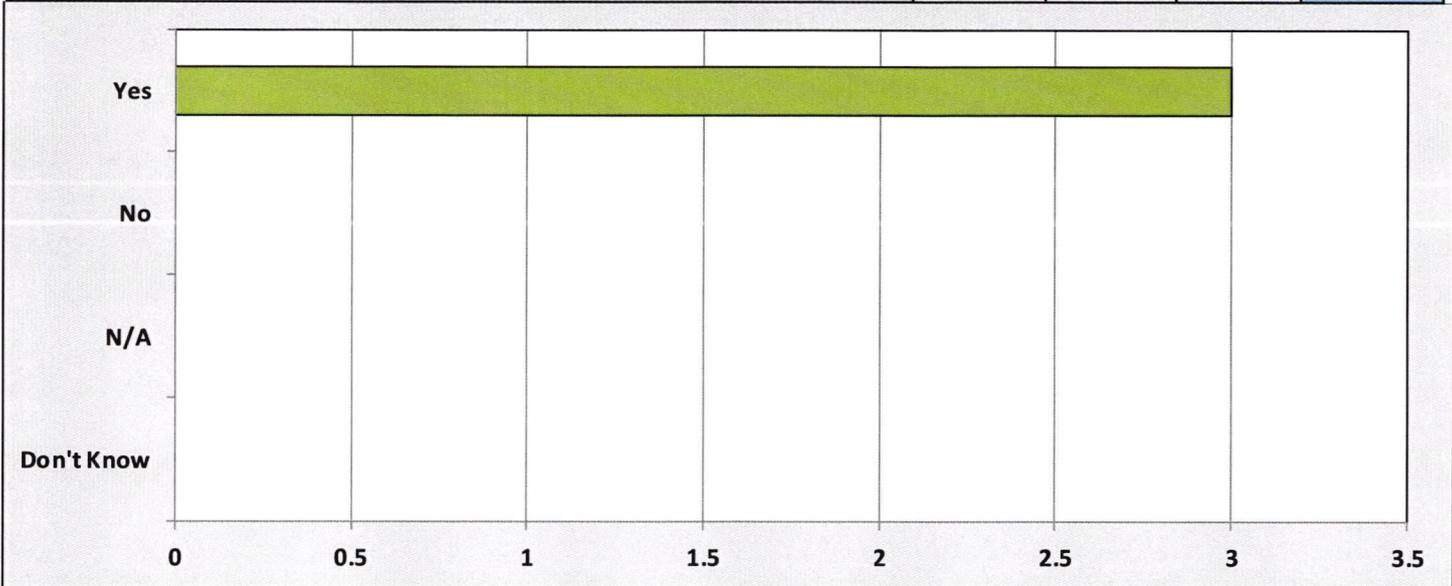
**Examples of Remarks for ‘N/A’ Response to Question PL10:**

There is not an “N/A” response for this question.

**Examples of Remarks for ‘Don’t Know’ Response to Question PL10:**

There is not a “Don’t Know” response for this question.

<b>PL11.</b> For projects beyond the first ten years of the Plan, are the projects clearly labeled as a combined Federal/State funding source? 23 CFR 450.324(f)(11)(iii)	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Don't Know</b>
	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>100%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>



**Examples of Remarks for 'Yes' Response to Question PL11:**

*TR7-28, Table 11 lists projects funded with State and Federal funds.*

**Examples of Remarks for 'No' Response to Question PL11:**

There is not a "No" response for this question.

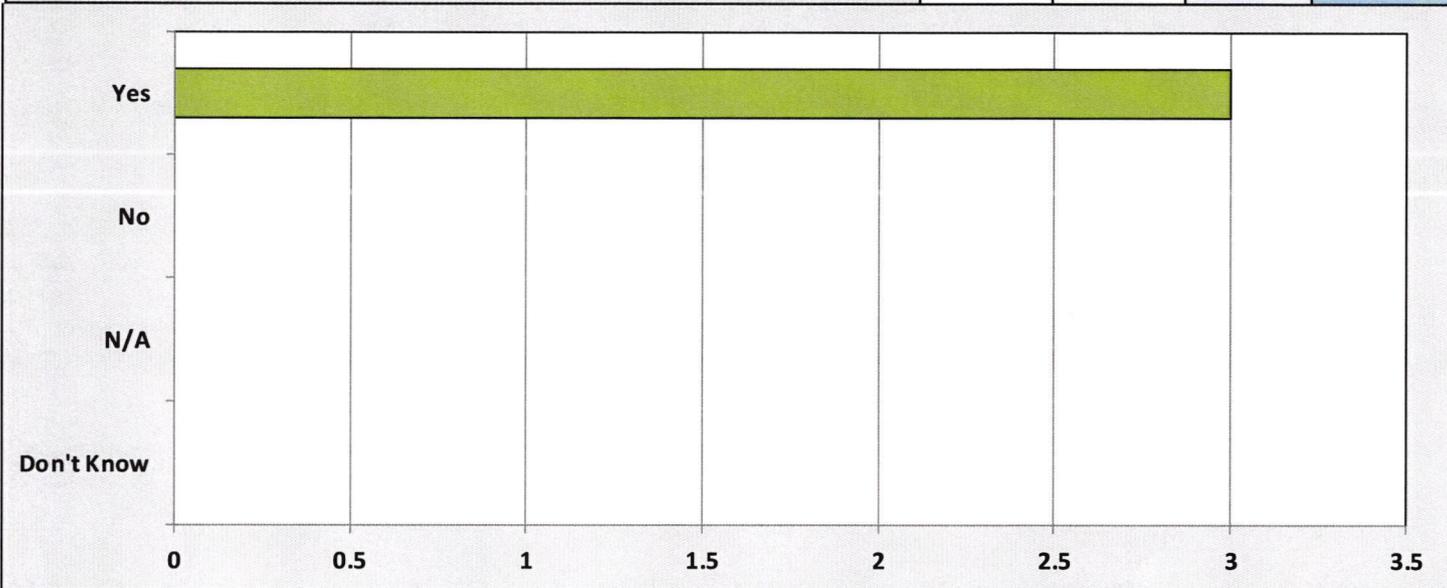
**Examples of Remarks for 'N/A' Response to Question PL11:**

There is not an "N/A" response for this question.

**Examples of Remarks for 'Don't Know' Response to Question PL11:**

There is not a "Don't Know" response for this question.

<b>PL12.</b> Does the financial plan take into account all projects and strategies proposed for funding with other federal funds, state, local and private sources? 23 CFR 450.324(f)(11)(iv)	Yes	No	N/A	Don't Know
	3	0	0	0
	100%	0%	0%	0%



**Examples of Remarks for ‘Yes’ Response to Question PL12:**

*Yes, the Financial Plan accounts for projects and strategies proposed for funding with other federal funds, state funds, and local and private sources. These projects are included in (Tier 4) Projects and M-Cores (Regional Projects) section of Chapter 4 of the Plan.*

**Examples of Remarks for ‘No’ Response to Question PL12:**

There is not a “No” response for this question.

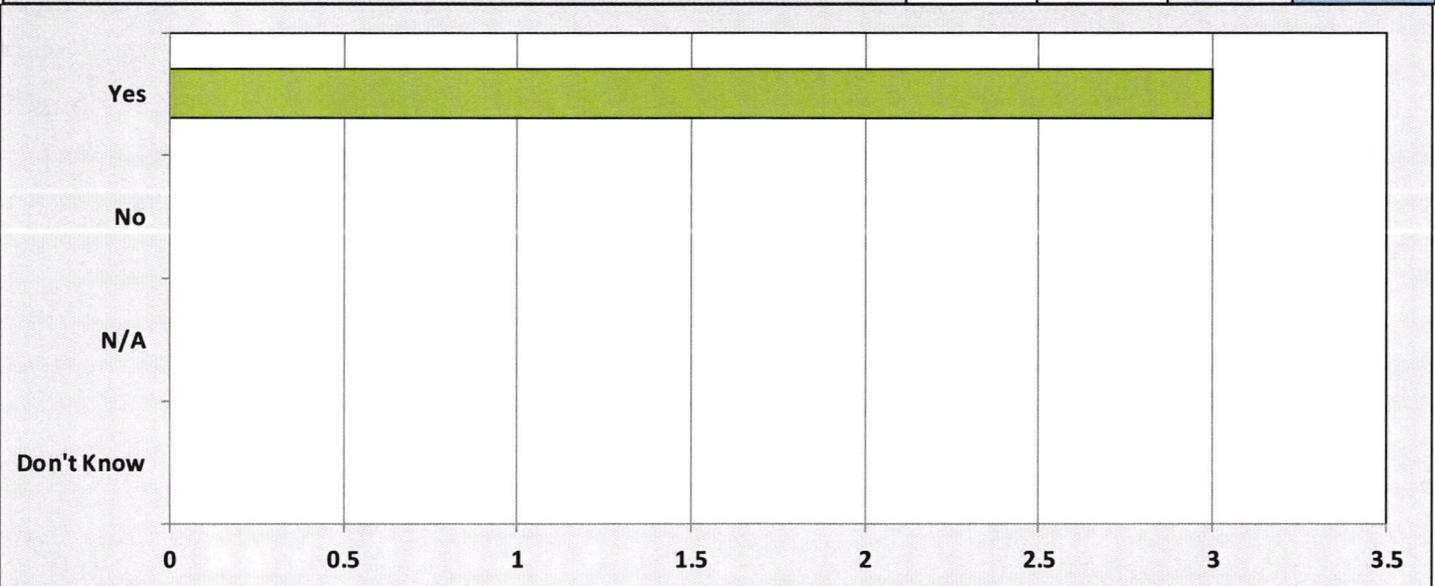
**Examples of Remarks for ‘N/A’ Response to Question PL12:**

There is not an “N/A” response for this question.

**Examples of Remarks for ‘Don’t Know’ Response to Question PL12:**

There is not a “Don’t Know” response for this question.

<b>PL13.</b> Are the revenues and expenses in Year-Of-Expenditure dollars, reflecting inflationary rates? Were these rates developed cooperatively among the MPO, the State and the Public Transportation Operators? 23 CFR 450.324(f)(11)(iv)	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Don't Know</b>
	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>100%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>



**Examples of Remarks for 'Yes' Response to Question PL13:**

*Yes, Revenues and expenditures listed in the Plan are expressed in Year-of-Expenditures dollars. Appendix D - LRTP Roadway Projects and Cost and Year of Expenditure.*

**Examples of Remarks for 'No' Response to Question PL13:**

There is not a "No" response for this question.

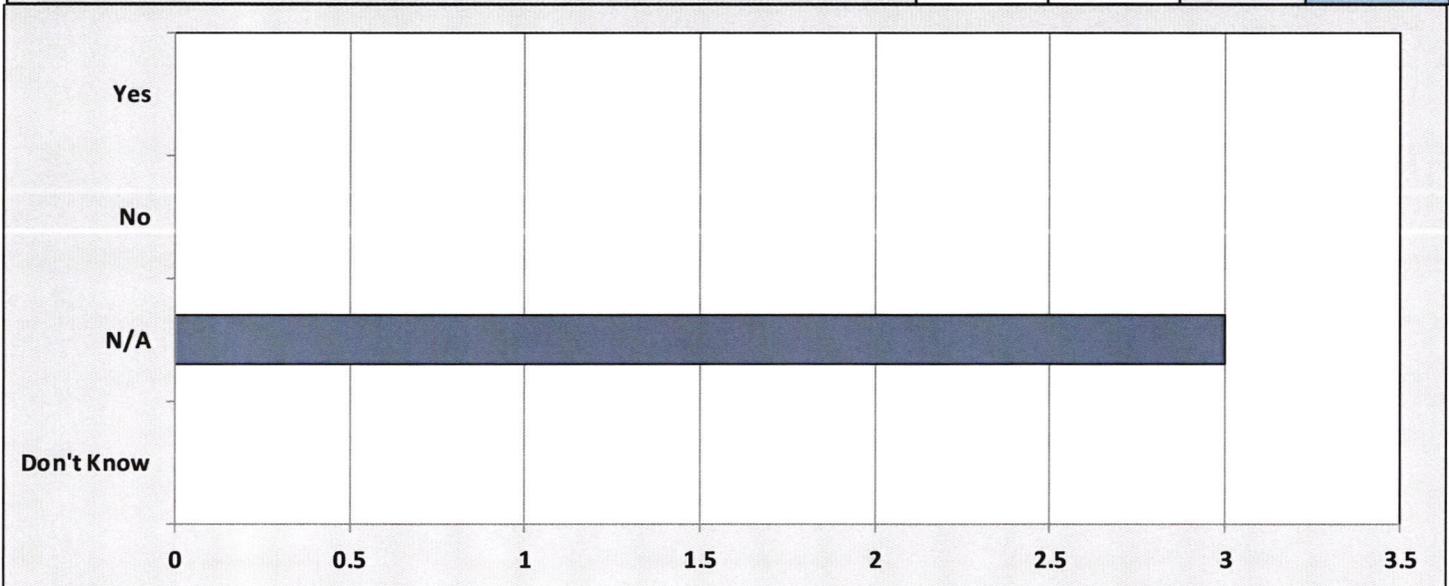
**Examples of Remarks for 'N/A' Response to Question PL13:**

There is not an "N/A" response for this question.

**Examples of Remarks for 'Don't Know' Response to Question PL13:**

There is not a "Don't Know" response for this question.

<b>PL14.</b> If the MPO uses cost ranges/bands beyond the first 10 years of the plan, are future funding sources reasonably expected to be available to support the projected cost ranges/band? 23 CFR 450.324(f)(11)(v)	Yes	No	N/A	Don't Know
	0	0	3	0
	0%	0%	100%	0%



**Examples of Remarks for 'Yes' Response to Question PL14:**

There is not a "Yes" response for this question.

**Examples of Remarks for 'No' Response to Question PL14:**

There is not a "No" response for this question.

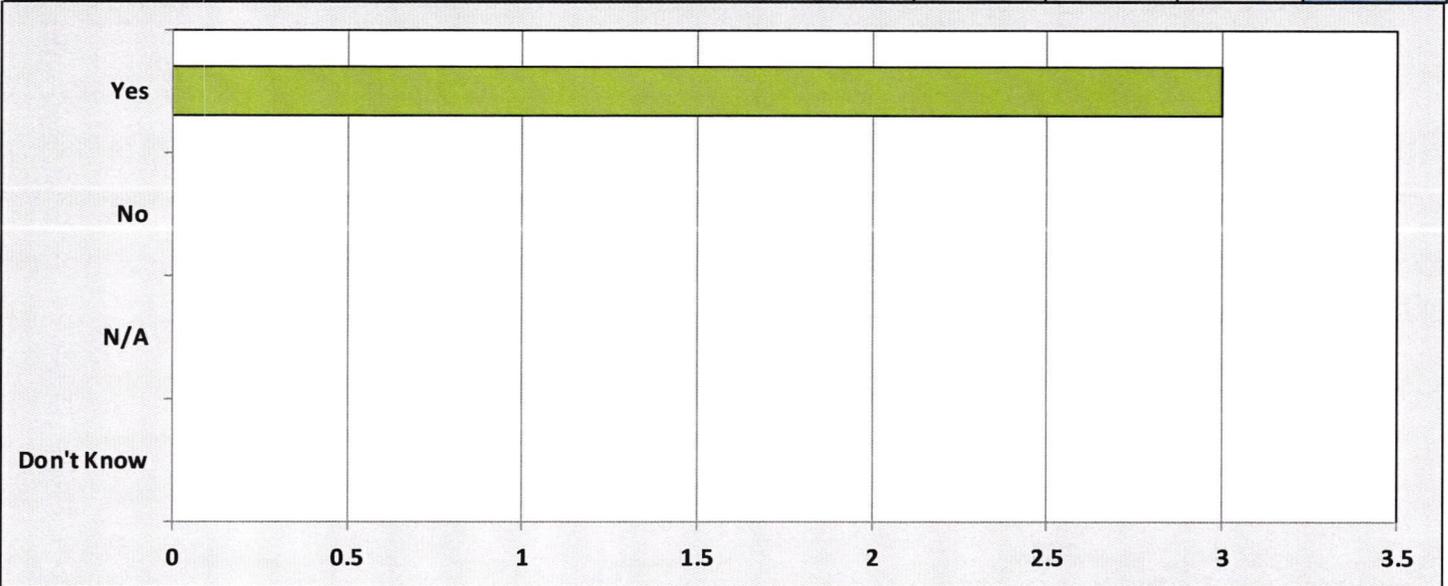
**Examples of Remarks for 'N/A' Response to Question PL14:**

- *Cost ranges/bands are not used.*

**Examples of Remarks for 'Don't Know' Response to Question PL14:**

There is not a "Don't Know" response for this question.

<b>PL15.</b> For illustrative purposes, the financial plan may include additional projects that would be included in the adopted transportation plan if additional resources beyond those identified in the financial plan were to become available. 23 CFR 450.324(f)(11)(vii)	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Don't Know</b>
	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>100%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>



**Examples of Remarks for 'Yes' Response to Question PL15:**

*The Transportation Plan in Chapter 4 shows this in the Cost Feasible Plan and also in Appendix A, Revenue Forecast, the Illustrative (Tier 4) Projects and M-Cores (Regional Projects) section of Chapter 4 of the Plan.*

**Examples of Remarks for 'No' Response to Question PL15:**

There is not a "No" response for this question.

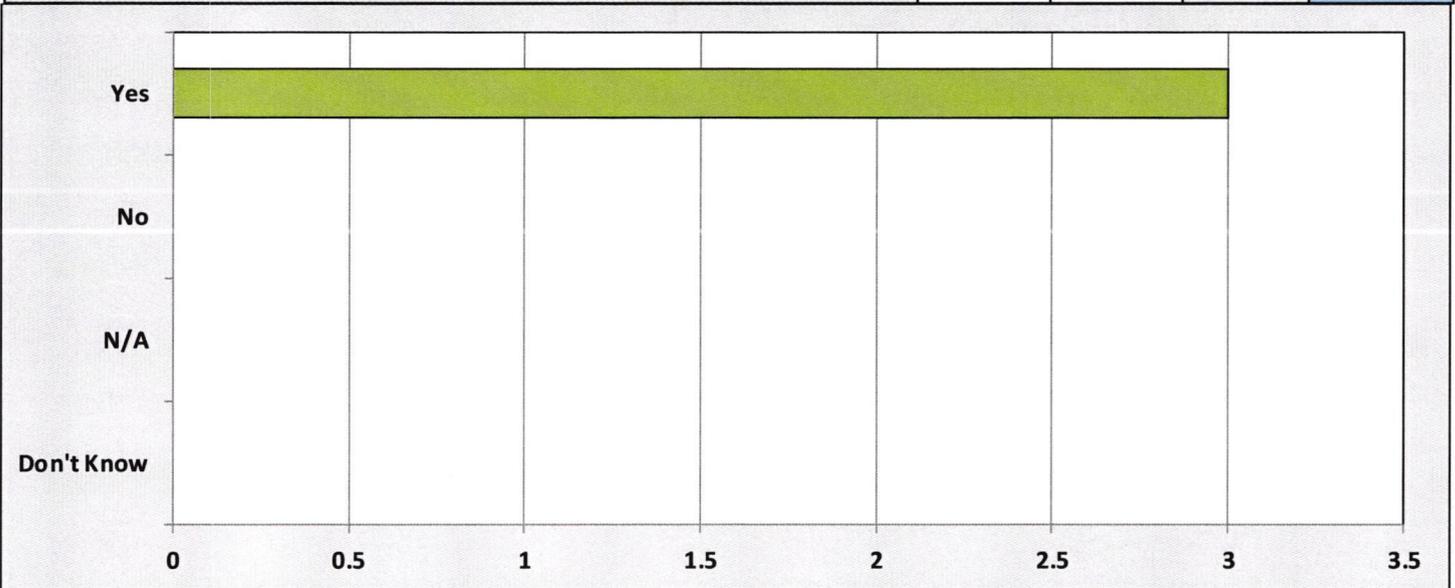
**Examples of Remarks for 'N/A' Response to Question PL15:**

There is not an "N/A" response for this question.

**Examples of Remarks for 'Don't Know' Response to Question PL15:**

There is not a "Don't know" response for this question.

<b>PL16.</b> Does the plan include pedestrian walkway and bicycle transportation facilities in accordance with 23 USC 217(g)? 23 CFR 450.324(f)(12)	Yes	No	N/A	Don't Know
	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>100%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>



**Examples of Remarks for 'Yes' Response to Question PL16:**

*Requirement addressed in the Bicycle and Pedestrian Plan section of Chapter 4 of the Plan.*

**Examples of Remarks for 'No' Response to Question PL16:**

There is not a "No" response for this question.

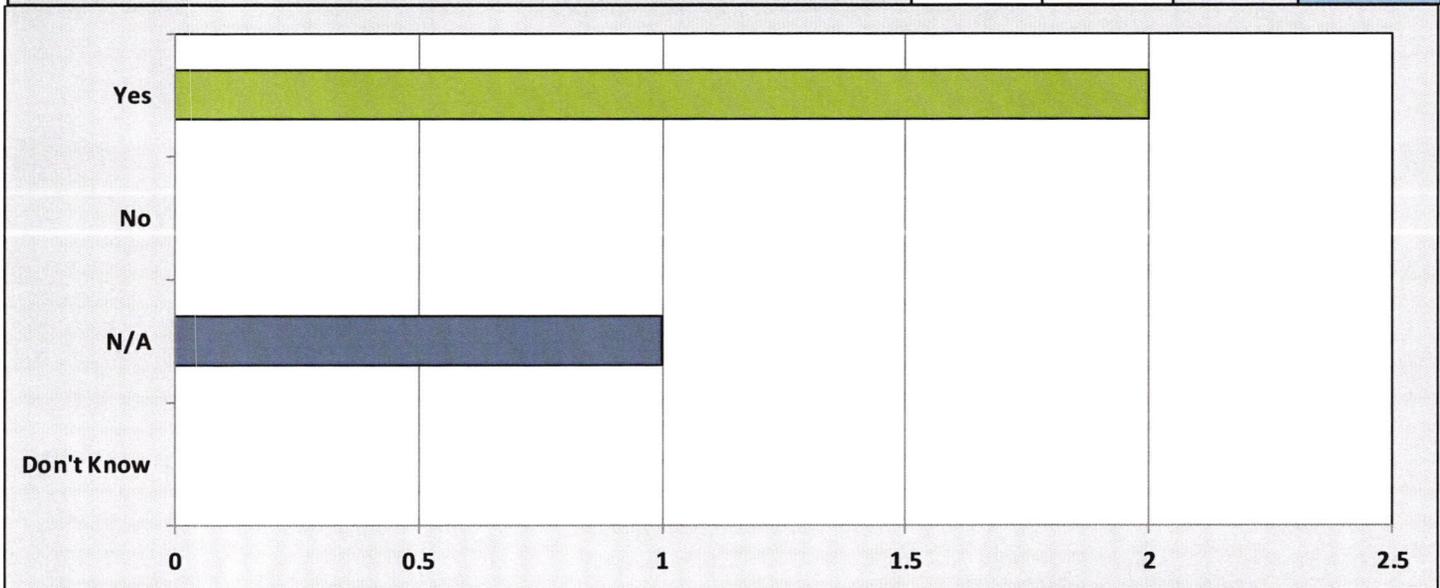
**Examples of Remarks for 'N/A' Response to Question PL16:**

There is not an "N/A" response for this question.

**Examples of Remarks for 'Don't Know' Response to Question PL16:**

There is not a "Don't Know" for this question.

<b>PL17.</b> If Boxed funds are utilized, are the individual projects utilizing the box listed? (or at a minimum, described in bulk in the LRTP i.e. PD&E for projects in Years 2016-2020). 23 CFR 450.326(h)	Yes	No	N/A	Don't Know
	0	0	3	0
	67%	0%	33%	0%



**Examples of Remarks for 'Yes' Response to Question PL17:**

*They are considered in bulk.*

**Examples of Remarks for 'No' Response to Question PL17:**

There is not a "No" response for this question.

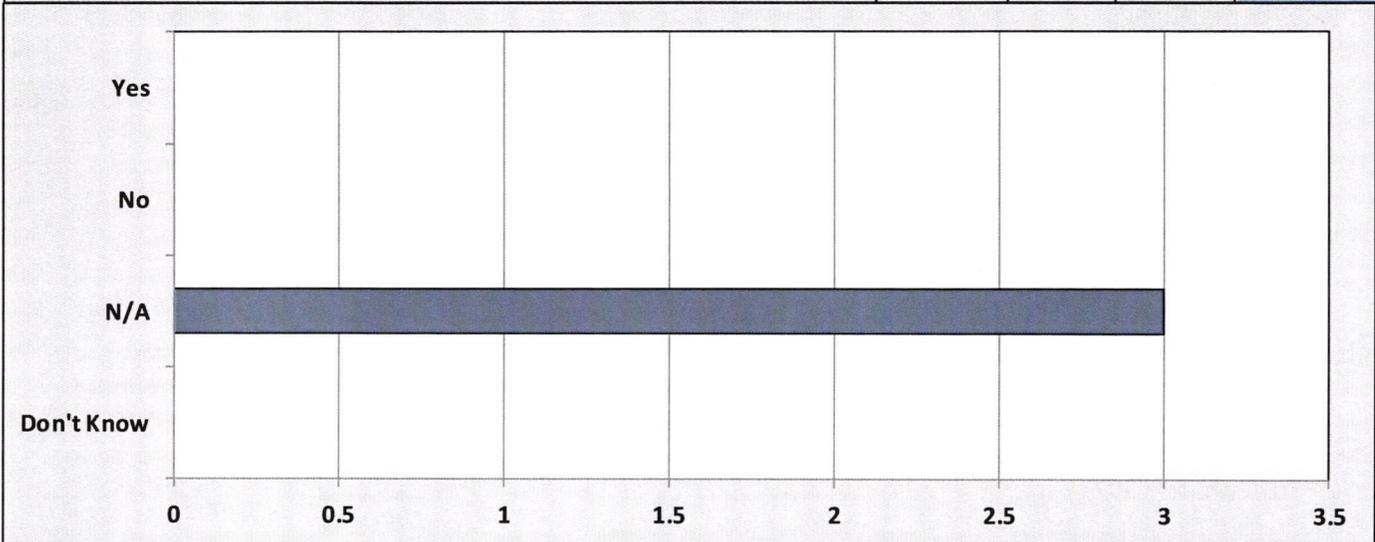
**Examples of Remarks for 'N/A' Response to Question PL17:**

*Did not see boxed fund categories.*

**Examples of Remarks for 'Don't Know' Response to Question PL17:**

There is not a "Don't Know" for this question.

<b>PL18. 18.</b> An MPO may, while fitting the needs and complexity, voluntarily elect to develop multiple scenarios for consideration as part of the development of the metropolitan plan. 23 CFR 450.324(I) An MPO that chooses to develop multiple scenarios under this paragraph is encouraged to consider: 23 CFR 450.324(I)(1) a) Potential regional investment strategies for the planning horizon; b) Assumed distribution of population and employment; c) A scenario that, to the maximum extent practicable, maintains baseline conditions for the performance areas identified in §450.306(d) and measures established under 23 CFR part 490; d) Revenue constrained scenarios based on the total revenues expected to be available over the forecast period of the plan; and e) Estimated costs and potential revenues available to support each scenario.	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Don't Know</b>
	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>
	<b>0%</b>	<b>0%</b>	<b>100%</b>	<b>0%</b>



**Examples of Remarks for 'Yes' Response to Question PL14:**

There is not a "Yes" response for this question.

**Examples of Remarks for 'No' Response to Question PL14:**

There is not a "No" response for this question.

**Examples of Remarks for 'N/A' Response to Question PL14:**

*Not Applicable to Hernando/Citrus TPO*

**Examples of Remarks for 'Don't Know' Response to Question PL14:**

There is not a "Don't Know" response for this question.



## AGENDA ITEM

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### TITLE

#### ITEMS DISTRIBUTED DURING THE MEETING

1. Florida Department of Transportation (FDOT) District Seven Planning Activities, 2020, which will be included in the adopted FY 2025 - FY 2026 Unified Planning Work Program (UPWP)
2. 2050 Long-Range Transportation Plan (LRTP) Public Engagement Initiatives

### BRIEF OVERVIEW

Click or tap here to enter text.

### FINANCIAL IMPACT

N/A

### LEGAL NOTE

N/A

### RECOMMENDATION

For informational purposes only. No action occurred.



Florida Department of Transportation  
District Seven

## PLANNING ACTIVITIES

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### **Access Management**

Assist in reviewing and commenting on driveway access as it relates to local government planning initiatives, Project Development and Environment (PD&E) Studies, corridor studies, access management plans, zoning requirements, development agreements, Work Program and Developer projects along State Highway System (SHS) facilities and access management standards.

### **Air Quality Analysis**

Assist the Metropolitan Planning Organizations (MPOs) in performing Air Quality Conformity Determination Analysis for their Long Range Transportation Plans, Transportation Improvements Programs and associated amendments. Assist the MPOs in evaluating the air quality impacts of individual transportation improvements and programs. [U.S. E.P.A. did not modify the NAAQS as anticipated; therefore the Tampa Bay airshed remains in attainment. This activity is not required at this time.]

### **Bicycle and Pedestrian Activities**

Maintain a comprehensive database of bicycle and pedestrian facilities on the State Road system. Assist in review and commenting on bicycle, pedestrian, and transit plans. Identify gaps and list possible improvements. Evaluate potential corridors and the adaptability for bike lanes.

### **Community/Government Liaison**

Provide policy, technical advice, administrative support, overall coordination, cooperation and assistance to District Seven MPO staffs, MPO Boards, local governments, and community; including full participation in technical and staff support for advisory committees. Assist MPOs in conducting effective on-going transportation planning programs and processes, developing, maintaining and implementing plans and programs which meet State and Federal requirements, and promote coordination, cooperation, and consistency among their planning processes and programs. Major programs include the Unified Planning Work Program, Transportation Improvement Priorities and Transportation Improvement Program, Long Range Transportation Plans, Public Participation Plan, and Congestion Management Process. Conduct annual Joint Certification with the MPOs. Coordinate and facilitate implementation of the Transportation Alternatives Program.

### **Corridor Planning Studies**

Conduct studies of major corridors to identify and evaluate travel issues, and determine the effectiveness and impacts of proposed alternatives to address those issues. The results may range from a set of recommended improvements that address specific problems to a comprehensive action plan for improving the corridor.

On the Strategic Intermodal System (SIS) and SHS, these studies include the development of strategies and plans for implementing and maintaining SIS and SHS standards such as those for level of service, interchange spacing and access management. This may include preparation of action plans, master plans, corridor studies, and others as identified.

#### **Design Traffic Forecast**

Develop and update traffic projections for state highway corridors and supporting regional roadways. These traffic projections are necessary to support the road design for capacity and operational improvements and the pavement design for resurfacing.

#### **Development of Regional Impact (DRI)**

Assist in reviewing, monitoring, updating and providing support for DRI. The District will review DRIs pursuant to Rule 73C-40, Florida Administrative Code, and Sub-DRIs to ensure that developer proportionate share mitigation or proportionate fair share mitigation is requested to offset impacts to the roadway network as related to the SIS and SHS. In all of these areas, the District typically coordinates the review process as needed with the Department of Economic Opportunity (DEO), the Regional Planning Councils (RPC), local governments, and with the Florida Department of Transportation (FDOT) Central Office staff, if necessary.

#### **Efficient Transportation Decision Making (ETDM) Process**

The ETDM process was designed to accomplish the streamlining objectives that were identified in Moving Ahead for Progress in the 21st Century Act (MAP-21). The District will implement the ETDM process in a five county area. The District ETDM Coordinator will coordinate training and provide guidance to the MPOs and District staff on the implementation of the ETDM process. Each MPO will designate an MPO ETDM Coordinator to work closely with the District ETDM Coordinator and Environmental Technical Advisory Team agency representatives so that the MPO can fully participate in all aspects of ETDM.

#### **Comprehensive Plan Amendments**

The District will review amendments made to local government comprehensive plans and comment on their potential impact to transportation facilities of state importance in accordance with Chapter 163.3184, Florida Statutes, which may include the SIS and the SHS. The District typically coordinates the review process as needed with the Department of Economic Opportunity (DEO), the Regional Planning Councils (RPC), local governments, and with FDOT Central Office staff if necessary.

#### **Intelligent Transportation Systems (ITS) Planning**

The Department will support the MPO's efforts to plan the ITS program and to structure ITS into their respective organizations. These ITS planning activities include developing an ITS Management Plan and Program Plan for each county, developing the MPO's capability to manage the Regional ITS Architecture and developing ITS programs and projects for the MPO's Long Range Transportation Plan and Transportation Improvement Program. Further, this support includes integrating intra-regional ITS deployment and operations, as well as assuring that intra-regional and inter-regional operations are coordinated.

**Interchange Analysis**

Conduct analysis of interchanges to identify and evaluate travel issues, and determine the effectiveness and impacts of proposed alternatives to address those issues. The results may range from a set of recommended improvements that address specific problems to a comprehensive rebuild of the interchange for improving the safety and operation of the ramps and the entire interchange. Provide coordination with the Federal Highway Administration and Central Office and provide technical support and review for interchange operations, interchange modification, and new interchanges.

**Level of Service (LOS)**

Identify roadways that have a deficient LOS for existing and future conditions; determine level of need and determine timing of improvements. Assist Citrus, Hillsborough, Hernando, Pasco and Pinellas County staff in the update of their Level-of-Service analysis to current conditions and with Level-of-Service issues and training. Review and participate in the development of Action Plans/Corridor Studies on Level-of-Service issues. Advise and assist the Metropolitan Planning Organization(s), the Regional Planning Council and Local Government Staff. Apply LOS for Transportation Concurrency, where it is utilized, and Comprehensive Plan Amendment reviews. Update the database, charts and maps.

**Long Range Transportation Plan (LRTP) Update and Maintenance**

Provide technical and policy advisory assistance to the District MPOs in developing, updating and maintaining their LRTP through a coordinated and consistent effort using a single regional travel demand forecasting model, a single regional planning database and a mutually agreed upon set of modeling and planning assumptions. Provide State and Federal revenue forecasts and District transportation costs.

Conduct corridor studies, sub-area studies, and special transportation studies to support the on-going maintenance, update and implementation of the MPOs adopted LRTPs. This includes modeling support and other technical assistance, as needed, for Project Development and Environment (PD&E) and other special studies.

Develop, validate and maintain a set of systems planning models, land use allocation models and other analytical tools needed by the Department and MPOs to maintain their LRTPs and other planning studies and analysis. Models are used to validate the Tampa Bay Regional Planning Model and Tampa Bay Regional Land Use Allocation Model, including initial design and development of enhancements and initial testing of model performance and also validate special modeling techniques and analysis methodologies, as needed, for corridor, sub-area and special transportation studies.

Review the overall performance of the Tampa Bay Regional Planning Model and the Tampa Bay Regional Land Use Allocation Model in the maintenance of the MPOs LRTP and in the conduct of corridor and sub-area transportation studies to identify needed model enhancements and refinements.

Assist the MPOs with developing their long-range transportation plan by integrating the Strategic Intermodal System Second Five-Year Work Program and Cost Feasible Plan.

### **Mapping/Database Development**

Create maps of the District's multi-modal facilities using GIS and ArcMap®. This includes maps of the FDOT Five-Year Work Program showing capacity projects, resurfacing projects, public transit and other special areas. For each Legislative District in District 7, capacity and resurfacing project maps are produced. Maps of existing bicycle and pedestrian facilities are also produced. GIS maps of all past PD&E Studies, with a summary of the recommended improvements are maintained by the District. Provides technical support to other FDOT disciplines and areas as requested.

### **Modal Development**

Modal Development Systems is the conduit that provides research and technical assistance to District agencies and MPOs concerning guidance and administration of State and Federal grants with the purpose of presenting economic growth through various multi-modal opportunities. Monitor and provide input on proposed and adopted State and Federal legislative issues related to transportation programs. Review and analyze availability of innovative financing methods and techniques for agency use. Participate in agencies' planning activities and coordinate agencies' planned freight movement and public transportation improvements with the Department's roadway improvement projects. Coordinate and participate in the development and implementation of the Strategic Intermodal System.

### **Multi-Modal Transportation Studies**

Conduct or provide technical assistance for Multi-Modal transportation studies and other special transportation analysis and interactive transit/technology application research studies when those opportunities become available. The specific studies will be identified as needs arise.

### **Regional Goods Movement Study**

Develop an overall coordinated regional strategy for addressing goods movement needs in the Tampa Bay Region. Identify and assess the needs and issues of major regional freight activity centers (including major intermodal facilities) and regional significant freight corridors, through a series of sub-area and corridor studies. Conduct inventories of the characteristics of goods movement in the Tampa Bay Region. Assist the MPOs in establishing on-going Goods Movement Management Systems to address goods movement issues and advance goods movement programs and improvements to the MPO.

### **Regional Transportation Planning Coordination**

Support and participate in all levels of regional coordination and proposed activities among the Tampa Bay Area Regional Transportation Authority (development of a regional transportation master plan) and District MPOs including the Sun Coast Transportation Planning Alliance (SCTPA) (broad level policy direction for development of the regional transportation system); and the Tampa Bay Regional Planning Model Technical Review Team (coordination of the development and update of the MPOs Long Range Transportation Plans).

Provide on-going technical and policy advisory assistance to the MPOs in the development of regional planning products, including the Tampa Bay Regional Profile, the Tampa Bay Regional Roadways Strategic Plan and the Tampa Bay Regional Congestion Management System Plan.

Maintain a database of existing (2010) socioeconomic and travel characteristics for District MPOs, including information on population, dwelling units, hotel/motel units, school enrollment, current land uses, traffic

counts, transit usage, special generators activity, and other variables essential to the validation and operation of the Tampa Bay Regional Planning Model.

**Travel Characteristics**

Prepare and conduct surveys and analysis to maintain a current set of travel characteristics of the Tampa Bay area needed to validate planning models and provide needed data for plan updates, corridor and sub-area studies and special transportation studies.

Consultants may assist with tasks listed.

**Hernando/Citrus MPO**  
**2050 LRTP Public Engagement Initiatives**

Initiative	Subject	Venue	Date/Time	Address
2050 LRTP Public Workshop 1	Overview/Needs	Hernando County	Thursday, May 23, 2024 2:30 pm-4:00 pm	Hernando County Building Training Facility 1661 Blaise Drive Brooksville, FL 34601
		Citrus County	Thursday, May 23, 2024 5:30 pm-7:00 pm	Florida Nat'l Guard Armory 8551 W Venable Street Crystal River, FL 34429
2050 LRTP Environmental Justice Workshops	Assessment of County-wide performance with regard to Social-Cultural Effects & Environmental Justice	Hernando County	Thursday, June 6, 2024 9:00 am-10:00 am	Brooksville City Council Chambers 201 Howell Avenue Brooksville, FL 34601
		Citrus County	Wednesday, June 12, 2024 1:00 pm-2:30 pm	Inverness City Hall 212 W Main Street Inverness, FL 34450
2050 LRTP Consensus Building Workshop	Multimodal Cost Affordable Plan	Hernando & Citrus Counties	Wednesday, June 12, 2024 8:30 am-12:00 pm	Inverness City Hall 212 W Main Street Inverness, FL 34450
2050 LRTP Public Workshop 2	Draft Cost Feasible	Hernando County	Monday, August 5, 2024 2:00 pm-3:30 pm	Hernando County Building Training Facility 1661 Blaise Drive Brooksville, FL 34601
		Citrus County	Monday, August 5, 2024 5:00 pm-6:30 pm	Inverness City Hall 212 W Main Street Inverness, FL 34450
2050 LRTP Draft Adoption Pkg 1st Public Hearing	MPO Board Meeting	Hernando & Citrus Counties	Thursday, September 5, 2024 1:30 pm	Brooksville City Council Chambers 201 Howell Avenue Brooksville, FL 34601
2050 LRTP Adoption 2nd Public Hearing	MPO Board Meeting	Hernando & Citrus Counties	Thursday, October 3, 2024 1:30 pm	Brooksville City Council Chambers 201 Howell Avenue Brooksville, FL 34601